


BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the Chief General

Manager(MM),MM Division

Koyla Bhawan : Koyla Nagar

Dhanbad : 826 005

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. Pur/611070/ Filters, Maint kit etc/S6D170 engine/11-12/110

Dtd: 9.08.2011

To

M/s. BEML Limited

“Kamal Kunj”

Kolakusma

P.O. Saraidhella

Dhanbad 828 127

**PURCHASE ORDER
BY REGD.POST**

Vendor Code:1/3/M/P/015

Sub: Supply of Filters, Maintenance Kit applicable for S6D170/S6D140 engines

Our S. T.E No. Pur/611070/ filters,Maint kit/S6D170/SWS/29

opened on 1.07.2011

Your offer No. BEML/MFP/310(A)/509 dtd. 01.07.2011

Dear Sir,

With reference to above we, on behalf of BCCL, hereby place order on you for supply of Filters, Maintenance Kit etc. applicable for for S6D170/S6D140 to BCCL as per description, rate, qty, value and terms & conditions detailed herein under:

Sl. No.	Mat code	Part No.	Description of item	Qty. (No.)	Rate in Rs.	value in Rs.
1	12041040035	41Z1200244	A C Element Kit	137	5720.00	783640.00
2	11202971003	51Z9900906	Engine. Maintenance Kit	240	9340.00	2241600.00
3	15511990047	53Z1200016	AC Element Kit	4	4810.00	19240.00
4	12038990267	41Z9900472	Engine. Maintenance Kit	8	3990.00	31920.00
				Sub total in Rs.		3076400.00
				Extra Vat @ 14%		430696.00
				Landed value in Rs.		3507096.00

Terms & Conditions:-

1. **Price:** Firm & FOR Destination basis.
2. **Excise Duty & Ed. Cess:** Not applicable
3. **P&F, Frt. & Ins.:** NIL
4. **Sales Tax:** At present JVAT @14% will be charged extra as applicable .
5. **Delivery:** Within 120 days from the date of placement of Order.
6. **Payment:** 100% within 30 days of receipt and acceptance of materials or from the date of receipt of Bill at consignee end, whichever is later.
7. **Consignee:** Depot officer ,Central Store, Jealgora, BCCL (A/c Sinidih Excav Workshop)
8. **Price Certification:** The Firm will certify on their Bills that the price charged to BCCL is lowest and are the same as prices applicable to Govt Deptt/PSUs/ other organizations including subsidiary of CIL & DGS&D.
9. **Warranty:** For a period of 12 months from date of delivery in respect of manufacturer's proper design ,quality and workmanship of the parts ,the correctness of the parts and their proper fitment to the machine for which same are ordered. Replacement of material should be on free of cost basis.
10. **L.D. Clause and Price Fall Clause:** As per Annexure-I
11. **Fitment Guarantee:** The firm will submit a Certificate of Fitment Guarantee regarding fitment of the supplied parts in engine model S6D170 and S6D140 engines without any alteration addition or deletion. The design of the item should be exactly as per that of the OEM.
12. **Logo/Identification:** The make ,symbol, identification mark of manufacturer and part no. should be clearly embossed/engraved/punched/or otherwise legibly indicated where ever possible on each and every items at visible place which is not subject to normal wear and tear .Items to be supplied will have SI no. logo/identification tag for part no./description.
13. **After Sales Service:** You will extend after sales service to the end user.
14. **Security Deposit:** Exempted being PSU
15. **Inspection :** At the consignee end for acceptance of materials.
16. **Paying authority:** GM(F), Purchase Finance, Koyla Bhawan, BCCL Dhanbad
17. **Force Majeure clause:** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:
 - a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.
 - b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.
 - c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations

18. **Submission of bill:** 100 % value of bill duly stamped and pre-receipted in quadruplicate as per terms of order should be submitted to the Paying Authority through consignee for payment. Bill should be submitted along with receipted Challan, fitment Certificates & packing list if any, inspection report, guarantee warranty certificate etc.
19. **Integrity Pact :** You have signed Integrity pact issued with NIT . Mr D Bandopadhyay, IAS (Retired) GD-89 Sector III, Salt Lake,Kolkata-700016, will be independent external monitor against it.

20 Jurisdiction: All disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- This purchase order/ contract is issued with the approval of the Competent Authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from failing which it will be presumed that the order has been accepted by you .

Indent No. Indent /BEML Engine filter/35/11-12 dtd 19.04.2011(2422122035 dtd 19.04.2011(SWS) (IR no. 611070(11-12) dtd 17.06.2011)

Budget certification No. BCCL/HQ/Pur.Fin./Stores Budget/Adhoc/2011-12/SWS/Filter/07 dt. 9.05.2011 for Rs. 3199456.00, BCCL/HQ/Pur.Fin./SWS/Filter/13 dt. 6.06.2011 for Rs. 30764.00 and BCCL/HQ/Pur.Fin./Stores Budget/Rev Budget/2011-12/SWS/Filter/26 dt. 08.08.2011 for Rs. 276876.00 FC no. 97 dtd 8.08.2011

Encl :Annexure-I

Yours faithfully,

(A K Sinha)
Sr Manager (P)

Copy to:

GM(Excv.), BCCL Koyla Bhawan
G.M(Excv),Sinidih Excv Workshop, BCCL, Dhanbad
Depot Officer, Central Stores , Jealgora , BCCL, Dhanbad
GM (F),MM, Pur- Fin., Koyla Bhawan, Dhanbad
Tech. Cell. MM Division, Koyla Bhawan
Office Copy/Master Copy

External Independent Monitor: Mr D Bandopadhyay, IAS (Retired) GD-89 Sector III, Salt Lake,Kolkata-700016, will be independent external monitor against it.

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME

The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.*
- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or*
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The supplier must confirm the acceptance of this Penalty clause, which will not be altered.

PRICE FALL CLAUSE.

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM (MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.