Purchase Order No.:05835161(40)  Dated: 30.12.2015

=Purchase Order=

M/s. BEML Limited,  By Registered Post
3, Burnpur Road,
Asansol – 713304
West Bengal

Type of Tender : Single Tender
Whether Govt. / PSU / Private firm : PSU Concern

Sub: Supply of BSA6D170 – 1 Engine for BE 1000 – 1 Hyd. Excavator deployed at Pandaveswar Area, ECL.

Ref: i)  Our Tender No: ECL/Hq/Pur/S/31522103/15-16/Eng Assy/103 Dated - 07.09.2015
opened on: 19.09.2015
ii) Your Offer No: BEML/MCA/515(T)/15-16/433 Dated - 17.09.2015 and subsequent correspondence - the last being letter no: BEML/MCA /515(T)/BE1000/15-16/632 dated 26.11.15.

Dear Sir,

With reference to the above, we are pleased to place our order on you as per prices, specifications and terms & conditions mentioned herein under and also as per General Terms and Conditions of Supply of Stores (Detailed technical specification and scope of supply shall be as per Annexure – I):

<table>
<thead>
<tr>
<th>Sl. no.</th>
<th>Item Description</th>
<th>Part no.</th>
<th>Quantity (no.)</th>
<th>Unit Price (Rs)</th>
<th>Extended value (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Engine Assembly, Model - BSA6D170 - 1, Make: BEML</td>
<td>52Z0000011</td>
<td>01</td>
<td>51,46,500.00</td>
<td>51,46,500.00</td>
</tr>
</tbody>
</table>

Total Value: Rupees Fifty One Lakh Forty Six Thousand and Five Hundred only.

TERMS AND CONDITIONS

1. **Prices**: The above price is basic price and will remain FIRM till completion of delivery. However, since the basic price is inclusive of Packing and Forwarding charges, Freight and Transit Insurance Charges upto destination, the contract is on FOR destination basis and safe delivery of material to the destination shall be your responsibility.

2. **Excise Duty**: shall be payable extra at actuals against documentary evidence within the scheduled delivery period. The present rate of ED as quoted by you is 12.5%. If there is any increase in Excise duty beyond the scheduled delivery period, the same shall be to your account. However, if there is any decrease in Excise duty within and beyond the scheduled delivery period, the same shall be passed on to ECL. ECL will avail CENVAT credit towards payment of Excise duty.
The following additional information should be incorporated in your Invoice as per Central Excise Act so that ECL may avail CENVAT Credit under Rule 11 (2) of Central Excise Rules:-
1. Name of Consignor:
2. Address of Consignor:
3. Centralized Central Excise Registration No. of Consignor:
4. Address of Corporate Office:
5. Central Excise Division:
6. Central Excise Range:
7. Commissionerate:
8. TIN NO. & VAT NO.
9. Name & Address of the Consignee:
10. Central Excise Registration No. of Consignee:
11. Central Excise Range, Division and Commissionerate of Consignee:
12. Description and Classification of goods:
13. Time and Date of Removal:
14. Mode of Transport and Vehicle Reg. No/ RR No.:
15. Rate of Duty:
16. Qty and Value of Goods:
18. Invoice should be in Triplicate (i.e. Original for buyers, Duplicate for Transporter and Triplicate for consignor/Assessee)

Informations relating to ECL to be incorporated by supplier in their invoices:-
1. Centralized Central Excise Registration No. of ECL :: AAACE7590EEM001.
3. Central Excise Division: Asansol II, Senraleigh Road, Asansol – 713305
4. Central Excise Range: Kulti, X-10 South Road, Burnpur -713325
5. Commissionerate: Bolpur (West Bengal)
6. TIN NO. & VAT NO: 19741701222 & 19741701208
7. Centralized Service Tax Registration No. of ECL: AAACE 7590EST007

3. **Sales Tax:** VAT shall be payable extra at legally leviable rates. The present rate of VAT is 5% as indicated in your offer. If there is any increase in VAT beyond scheduled delivery period, the same shall be to your account. However, if there is any decrease in VAT within and beyond scheduled delivery period, the same shall be passed on to ECL. ECL will avail ITC for the same.

4. **Delivery:** Supply should be completed within 120 days from the date of receipt of purchase order. No materials shall be dispatched against this Purchase Order after expiry of the schedule delivery period unless formal extension of Delivery period is issued to you in writing from this office. Delivery of any materials against this order in violation of this clause shall be at the sole risk of the suppliers. Except under specific instructions, delivery to stores is restricted upto 3.00 P.M. on all working days except Saturdays.

5. **Terms of Payment:** 100% Payment alongwith taxes and duties shall be made against submission of bills within 21 days of receipt and acceptance of materials at consignee’s end or submission of bills, whichever is later.

**Payee details:**

<table>
<thead>
<tr>
<th></th>
<th>Name of the Payee in Block Letter</th>
<th>Address</th>
<th>Bank Account No. of Payee</th>
<th>Name of Bank</th>
<th>Name of Branch and Branch Code</th>
<th>IFSC Code</th>
<th>PAN no.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Payee in Block Letter</td>
<td>BEML Limited</td>
<td>BEML LIMITED, 3, BURNPUR ROAD, ASANSOL - 713304</td>
<td>11214095401</td>
<td>STATE BANK OF INDIA</td>
<td>SBI – ASANSOL; CODE - 00011</td>
<td>AAACB8433D</td>
</tr>
</tbody>
</table>
6. **Consignee:** Dy. CMM (S), Neamatpur Central Excavation Stores, ECL, PO: Sitarampur, Dist: Burdwan, West Bengal, India.  
**Note for Consignee:** Please send SR Notes, Challan, Inspection Note and 3 (three) copies of bills (Including the original) and any other requisite documents, to the Paying Authority.

7. **Paying Authority:** General Manager (Finance)-In-Charge, Eastern Coalfields Limited, Sanctoria, P.O.: Dishergarh-713333, District: Burdwan, West Bengal, India.

8. **Security Deposit:** Exempted, Since the firm is an PSU.

9. **Performance Bank Guarantee (PBG):** You shall be required to furnish a Bank Guarantee toward Performance Guarantee for 10% of the landed value of order without considering the CENVAT and ITC set offs in the form of a Bank Guarantee issued by any scheduled bank of India in our prescribed format (Annexure – II). The landed value of order is Rs 60,79,303.13. Hence, the value of Bank Guarantee will be Rs 6,07,930.00. The PBG should be submitted before delivery and shall remain valid upto three months beyond warranty period. The Performance Bank Guarantee shall be released after expiry of warranty period and receipt of no claim certificate from the user and on receipt of request letter from supplier.

10. **Lowest Price Certificate:** You shall certify on the body of invoice that the prices charged by you are not higher than the price applicable to any customer in India including CIL/subsidiary companies/DGS&D.

11. **Price Fall clause:** The prices charged for the stores to be supplied under the supply/purchase order by you shall in no event exceed the lowest price at which you sell the stores or offer to sell the stores of identical description to any customer during the tenure of the supply order. If any time during the said period, you reduce the sale price, sell or offers to sell such stores to any other customer at a price lower than the ordered price, you shall forthwith notify such reduction of sale or offer to sell to us to enable us to amend the rates of the order.

12. **Inspection:** Gr. GM (Excv.), ECL or his authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods / make alterations necessary to meet the specifications free of cost to the purchaser. The stores will be inspected at consignee’s end.

13. **Guarantee/Warranty:** The Engine Assembly model BSA6D170-1, Part no: 52Z0000011 must be guaranteed against bad workmanship, defective materials, poor design and unsatisfactory service for a period of 6000 working hours or 24 (twenty four) months from the date of commissioning or 30 (Thirty) months from the date of receipt and acceptance of stores at consignee’s end whichever is earlier. If found defective within the guarantee / warranty period, the defective material have to be replaced by the supplier at their own cost within 30 days of receipt of intimation from consignee / user project. A certificate must be given to this effect with the supply of Engine.

14. **Manufacturer’s Test Certificate:** Manufacturer’s Test certificate should be provided along with supply of Engine.

15. **Fitment Guarantee:** You shall have to provide a certificate that the Engine Assembly Model BSA6D170-1, Part no: 52Z0000011, supplied, shall fit properly on BE- 1000-1 Hyd. Excavators without any modification. A certificate to this respect is to be given at the time of delivery of materials. If the Engine supplied either does not fit properly or it is established that some other
parts of the machine have been damaged due to use of supplied Engine, all such parts so damaged as well as the Engine supplied must be replaced on free of cost basis.

16. **Installation & Commissioning:** Supervisory service should be given by you Free of cost for installation and commissioning of the Engine.

17. **Identification Mark:** Manufacturer’s identification marks (Description / Part no. / Engine sl. no.) to distinguish it from the other make should be embossed / punched in a visible place of material supplied.

18. **Technical support and service:** In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied.

19. **Liquidated Damages Clause:** In the event of failure to delivery or despatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, ECL will have the right:
   
   (a) To recover from you, as agreed, liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which you have not been able to supply 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%.
   
   (b) To purchase elsewhere, after due notice to you, on your account and risk the stores not supplied or other of a similar description without canceling the supply order in respect of the consignment not yet due for supply or
   
   (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at your risk and cost and also
   
   (d) To extend the period or 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 forfeit the security deposit full or in part.
   
   (f) Whenever under this contract a sum of money is recoverable from and payable by you, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to you in this or any other contract; should this sum be not sufficient to cover the full amount recoverable, you shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. You shall not be entitled to get any gain on any such purchase.

20. Please quote Purchase Order No. and date in all correspondence.

21. **Mode of dispatch:** Materials shall be dispatched by Road. It shall be your responsibility to arrange for the stores being sufficiently and properly packed for transport by road so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at your expense.

22. One copy of dispatch document of each consignment should invariably be forwarded to the undersigned.

23. **Submission of Bills:** For claiming payment, 5 sets of bills (1 original+4 copies-signed and stamped) should be submitted to the consignee consisting of the following documents,

   i. Cenvatable Invoice/ Excise-Cum-Tax Invoice
   
   ii. Challan
iii. Consignment Note/RR/LR/AWB, if applicable
v. Manufacturers’ test certificate.
vi. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
vii. Price Certificate on the body of invoice.
viii. Any other document specified in the supply order.

Separate Bills/challans should be raised for each consignment and BC No. as mentioned in the Purchase Order should be indicated in each bill.

24. All disputes are under Jurisdiction of Asansol Court.

25. Any term and condition not specifically mentioned in this Purchase Order shall be governed by the General Terms & Conditions of Supply of Stores as mentioned in Annexure - 4 of the Tender document. Further any term and condition not specifically mentioned anywhere in the General Terms & Condition of Supply of Stores, shall be governed by the provisions of Purchase Manual which is available in the website of Coal India Limited, namely www.coalindia.in.

Duplicate copy of this order, duly signed, should be returned to this office within 10 (ten) days as a token of acceptance of this order and in case the same is not received as above, it will be presumed that you have accepted the order.

Encl:

i. Annexure - I: Detailed Technical Specification and Scope of supply.

Yours faithfully

For and on behalf of

Eastern Coalfields Limited

(S. Raut)                                             (P. D. Sharma)
AM (MM)/Pur                                        CM (MM)/Pur

Copy to

i. CVO/ TS to CMD / GM (MM) PUR/GM (MM) (Stores)/ GM (Projects), Projects & Planning Deptt. – ECL, HQ.
ii. GM(MM) – CIL/WCL/CCL/BCCL/SECL/NCL/MCL.
iii. Gr. GM (Excv.) - This has ref. to Indent No. KTDOPC/Excv/15-16/140 dated 09.06.2015
v. CM (Stores) / Sr. Manager (Fin/MM) ECL , MM Deptt ECL HQ.
vi. Progress Cell ECL HQ – This has reference to IC No: 31522103 dated 05.09.2015
vii. Dy. CMM (S), Neamatpur Central Excavation Stores, ECL PO: Sitarampur, Dist. Burdwan, West Bengal
viii. Asstt. Commissioner, Commercial Taxes, Central Section, 14, Beliaghata Road, Kolkata-700015, West Bengal
ix. M/s BEML Limited, BEML SOUDHA, 23/1, 4th Main Road, SR Nagar, Bangalore – 560027 (By Registered Post)
Detailed technical specifications and scope of supply.

The Engine Assembly model BSA6D170-1, 4-cycle, water cooled, direct injection, after cooled diesel engine developing 542FHP (404 kW) @ 1700 rpm.

Engine is provided with 24V electric starting, dry type 2-stage air cleaner with automatic dust evacuator for longer element service life and dust level indicator for easy maintenance. Two – stage fuel filler with water separator is provided.

The engine is provided with a water jacket cooling system and thermostat control. An engine driven water pump, re – circulates water through a heavy duty radiator. The system is adequate to ensure working of the equipment at the full rated output and at the specific maximum ambient temperature.

The moving parts of the engine are lubricated by an engine driven oil pump, with full flow oil filtration and cooling.

The engine is equipped with an over – speed governor.

AM (MM)/Pur

CM (MM)/Pur
Guarantee Bond for Performance

Annexure -II

Messers --------------------------- a company having its registered office at ------------------------- ------------------ (hereinafter called the said seller) has entered into an agreement no.-------------dated------------- (hereinafter called the said contract) with Eastern Coalfields Limited, having its registered office at Sanctoria, Post – Diserghar, Dist – Burdwan (West Bengal)(Pin-713333) (hereinafter called the purchaser) to supply equipment on the terms and conditions contained in the said contract.

(1) It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the said seller in terms of the said contract on the said seller furnishing to the purchaser a Bank Guarantee for the sum of Rs.-- (Rupees---------------------------) equivalent to ------% (------percent) of the value of the equipment supplied by the said seller, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract.

The ------------------Bank having its office at ------- -------------------------has at the request of the said  seller agreed to give the guarantee hereinafter contained.

(2) We -------------------------Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the said seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the said seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the purchaser and the said seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.--------------------------.

(3) We ------------------------- Bank, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till at the dates of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or the purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ------------(date)--------------(month) from the date of the Bank Guarantee, we shall be discharged from all liabilities under this guarantee thereafter.

(4) We ------------------------- (Bank), further agreed with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason for any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser, to the said seller or by any such matter, or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs.-------------------or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

(5) We ------------------ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

(6) The Bank has under its constitution power to give this guarantee and Mr. ....................., ....................... (designation), who has signed it on behalf of the Bank has authority to do so.

(7) This Bank guarantee will not be discharged due to change in the constitution of the Bank or the said seller.

Dated ...................... day of ............20....

For --------------------- Bank

(Signature of the authorized person
for and on behalf of the Bank)