

✓ G.M (MM) Stone

BCCL/PUR/411202(11-12)/Crane 8T/14-15/134/235

Dated 09.03.2016



**Bharat Coking Coal Limited**  
(A Subsidiary of Coal India Limited)  
(A GOVT. OF INDIA UNDERTAKING)  
Koyla Bhawan, Koyla Nagar, Post- B.C.C.L. Township,  
DHANBAD-826005 (Jharkhand)  
OFFICE OF THE GENERAL MANAGER (MM)  
Phone No. 0326-2230181 Fax No. 0326-2230183  
CIN: U10101JH1972GOI000918  
(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

**PURCHASE ORDER NO:**

BCCL/PUR/411202(11-12)/Crane 8T/15-16/134/235

Tech. Cell  
@ 10/03/16

By Regd Post

Dated 09.03.2016

To,  
M/s Action Construction Equipment Limited  
5<sup>th</sup> Floor, "TDI Centre"  
Jasola,  
New Delhi-110025

Ph: +91-11-40549900  
Fax: +91-11-40549922

Vendor Code- 1/12/MT/084  
Vendor Type- OEM

**Sub:** This office Domestic E-Tender No BCCL/PUR/411202(11-12)/Crane 8T/14-15/134 Dated 01.01.2015 due on 02.05.15

**Ref:** Your Bid ID 25333 dated 18.04.2015 & latest email dated 09.03.16

Dear Sirs,

Your above referred offer for supply of 04 No 8T Hydraulic Pick and carry Crane lifting capacity of minimum 9 Ton at 1.50m – 1.60m and minimum 8T capacity at 1.7m - 1.80 m clear out reach i.e. from the center of front wheel has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

SN	Description	Qty. (Set)	Unit Basic Rate (Rs)	Extended Landed Value
1	8 MT Hydraulic Pick & Carry Crane of ACE RHINO 90C make	4	8,27,000.00	33,08,000.00
	ED @12.50%			4,13,500.00
	Sub Total			37,21,500.00
	CST@2%			74,430.00
	Freight& transit insurance @Rs 35,000.00 per machine			1,40,000.00
	Total Landed Rate on FOR Basis			39,35,930.00
2.	Accessories and Safety features inclusive as per details at Annexure-A			
3	<b>TOTAL LANDED</b>			<b>39,35,930.00</b>

2. TOTAL PURCHASE VALUE:

Rs 39, 35,930.00 (Rupees Thirty Nine Lakh Thirty Five Thousand Nine Hundred Thirty) only. The above price is on Ex-works, Haryana & firm till completion of order; however the contract is concluded on F.O.R. destination basis. Duties & taxes and other charges are payable extra as indicated in the scope of supply above.

3. EXCISE DUTY WITH EDUCATION CESS: shall be paid extra at legally applicable rates at the time of delivery, subject to production of documentary evidence. QUOTED rate is @ 12.50% on basic price of equipment

*[Handwritten signatures]*

Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by your auditor ad to be submitted along with your bill.

BCCL is entitled to avail CENVAT credit on account of Excise duty for Indigenous products and Countervailing Duty and Special additional duty for imported products. The invoice issued by the supplier should contain the following element as per Central excise rule:-

- Name and address of assessee
- Serial No. of Invoice (should not be hand written)
- Central excise duty Registration No. (assessee & consignee)
- Address of the concerned Central Excise Division
- Range and commissionerate. (assessee & consignee)
- Name and address of the consignee
- Description and Classification of the goods
- Time and date of removal
- Mode of Transport and vehicle registration number
- Rate of duty
- Quantity and value of goods and the Duty payable thereon.
- Education Cess and Higher Education Cess to be shown separately for complying with CENVAT Credit rules.
- Five copies of invoice are to be submitted among those original copies being marked as the "original for buyer", duplicate as "duplicate for transporter".

**Invoice issued by input service providers should contain the Following information:**

- Serial No. of invoice (should not be hand written)
- Name, address and registration no. of person providing taxable service.
- Name and address of the person receiving taxable service.
- Description, classification and value of taxable service provided or to be provided
- Service tax payable thereon
- Education Cess and Higher Education Cess to be shown separately for complying with CENVAT Credit rules.

4. **SALES TAX:** CST shall be paid extra at legally applicable rates at the time of delivery. Present rate is @ 2% on Ex-works price of equipment plus ED with Education Cess against declaration form "C". Concessional form is to be collected from consignee.

NB: Any increase in duties & taxes after expiry of delivery period shall be to your account. Road permit, if required, shall be obtained from the consignees.

5. **PACKING & FORWARDING CHARGES:** NIL.

6. **FREIGHT/ TRANSPORTATION & TRANSIT INSURANCE CHARGES INCLUSIVE OF SERVICE TAX:**

Shall be paid extra at actual subject to a maximum of Rs. 35,000.00 (Rupees **Thirty Five Thousand only**) per machine subject to production of documentary evidence. The transport charge is inclusive of service tax at legally applicable rate.


7. **TERMS OF PAYMENT:**

- (a) 80% value of each equipment and the accessories and 100% Excise duty and full concessional ST/CST along with 100% transportation & Insurance charges will be paid within 21 days after delivery of the equipment and receipt and acceptance of performance bank guarantee. The equipment should be accompanied with relevant dispatch documents like Challan, Maker's Test Cum Inspection Certificate Warranty Certificate, and CIL's Inspection Certificate etc.
- (b) Balance 20% payment shall be made within 21 days of successful completion of erection testing, commissioning and final acceptance of the equipment (along with necessaries) as site upon presentation of a certificate from the project Officer the effect that the equipment has been erected and commissioned to their entire satisfaction. No payment will be made for supply of incomplete equipment.

BCCL is making payment of supplier's bills through Electronic Fund Transfer (EFT). Therefore, you are advised to indicate your Bank Account number and other Bank Details in your Invoice.

- a. Name of the Bank.
- b. Name of the Branch with complete address.
- c. Party's Account Style.
- d. Party's nature of Account.
- e. Party's Account Number.

Your E-Payment mandate is enclosed as ANNEXURE-J



8. **DELIVERY:**  
To be completed within 90 days from the date of receipt of purchase orders. Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.
9. **LIQUIDATED DAMAGES CLAUSE:**  
In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:
- a. To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has 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% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.
  - b. To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
  - c. To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or
  - d. To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 10 (a) above except in case of force majeure condition
  - e. Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, 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 the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase
  - f. To forfeit the security deposit fully or in part.
10. **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 hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.
- a) The successful bidder will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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 delay arising out of Force majeure, the bidder will not claim the 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 cost provided it is mutually established that the force majeure conditions did actually exist.
  - c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.



11. **CONSIGNEE:**

The equipment allocated to the mine /projects/ areas as follows which is subject to change as per the requirement of purchaser:

Sl No.	Area/Project	Total Requirement
		Under NCD
1	The Depot Officer, Regional Stores, Barora Area Bharat Coking Coal Limited Nawagarh,,Dhanbad -828 306 TIN No-20121500733 CST Regn No-KT-82(C),Katras Circle Katras Service Tax Regn No-AAACB7934MST018 CED Regn No-AAACB7934MEM003	01
2	The Depot Officer, Regional Stores, Bastacolla Area Bharat Coking Coal Limited Jharaia Road, Bhagatdih, Dhanbad -828 111 TIN No-20711800090 CST Regn No-JH-53 (C), Jharia Circle, Dhanbad Service Tax Regn No - AAACB7934MST015 CED Regn No-AAACB7934MEM004	02
3	The Depot Officer, Regional Stores, CV Area Bharat Coking Coal Limited Burdwan, WB - 713324 TIN No-20672000902 CST Regn No-CK-35(C), Chirkunda Circle Dhanbad Service Tax Regn No-AAACB7934MST005 CED Regn No-AAACB7934MEM002	01

12. **PAYING AUTHORITY:** The HOD (Finance) MM, Koyla Bhawan: Koyla Nagar, Dhanbad

13. **SECURITY DEPOSIT:**

The firm will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the format at Annexure-C.

For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

**The Value of BG as Security Deposit to be submitted by M/s ACE Limited is Rs 3,93,593.00/- for the total order value.**

*The EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit.*

14. **COMPOSITE GUARANTEE/WARRANTY**

i) The equipment will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and subassemblies, details given in Technical specification may be referred to.

ii) Special Warranty Clause: - If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims. "At no cost to the purchaser" means, the supplier will have to bear all the expenses up to the destination site i.e.

Ex-works prices, Excise duty, Sales tax, Insurance, Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period and validity of Performance Bank Guarantee may accordingly also be extended suitably, if required.

15. **PERFORMANCE GUARANTEE:**

The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-C-1 (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 18 months from the date of receipt and acceptance of equipment and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.

**The Value of PBG to be submitted by M/s ACE Limited is Rs 3, 93,593.00/- for the total order value.**

**Submission of Bank Guarantee:** The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.).

However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D. card should be kept with the loan papers of the relevant guarantee.

16. **INTEGRITY PACT:**

The **Integrity Pact** document has been signed by you and the same is deemed to have been signed by BCCL authorities.

17. **PRICE FALL CLAUSE –**

The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores /Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

18. **INSPECTION AND TESTS:**

- a) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- b) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- c) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall both replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- d) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.
- e) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end by GM (Excv); BCCL or his authorized representative.
- f) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.


- g) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.
- h) Pre-dispatch inspection by authorized representative of GM(Excvt)/BCCL
19. **GENERAL TERMS AND CONDITIONS:** Unless otherwise specified in the purchase order, the Purchase order shall be subject to the General Terms and Conditions of Supply of Stores given as ANNEXURE -D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
20. **JURISDICTION:** Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

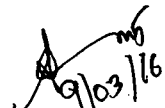
The contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase Order, one of which should be returned to us duly stamped and signed.

**Enclosures:**

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE -A	TECHNICAL SPECIFICATIONS
2	ANNEXURE -C	Format of Bank Guarantee for Security Deposit.
3	ANNEXURE -C-I	Format of Performance Bank Guarantee.
4	ANNEXURE -D	General Terms and Conditions of supply of stores.
5	ANNEXURE -J	Authorization for E-Payment

Yours faithfully,  
For & on behalf of Bharat Coking Coal Limited

  
09/03/16  
(S Pandey)  
MT (MM)


  
09/03/16  
(A D Santhish)  
Chief Manager (MM)

**INDENT AND BUDGET REFERENCE:**

Indent reference	Budget Certification no. & dt., & FC No.& dt.
BCCL/RS-IX/CAP/11-12/58 dtd 19.07.11 RS-LD/11-12/176 dt 23.06.11 DOCP/ARI/Excvt/16t/10-11 dt 09.11.10 (Replacement requirement)	BCCL/C&B/Cap/Reg PN-172/Sn-17/eBC No. 2482 dtd 12.01.16 for Rs 39,36,000.00 eFC No 1765 Dated 08.03.2016 for Rs. Rs.39,35,930.00/-

**Copy to:**

- GM(Excvt)I/C Koyla Bhawan : Koyla Nagar,Dhanbad
- The HOD (Finance)/MM, Koyla Bhawan: Koyla Nagar,Dhanbad.
- The GM (Area), CV Area, Bastacolla Area & Barora Area
- GM(MM)S, Koyla Bhawan : Koyla Nagar,Dhanbad
- The Depot Officer, RS/ CV Area, Bastacolla Area & Barora Area. BCCL, Dhanbad
- AM, Tech Cell, MM Divn, Koyla Bhawan : Koyla Nagar, Dhanbad
- The Independent External Monitor for Integrity Pact:-  
Prof (Dr) L.C.Singhi, IAS (Retd)  
L-31, Third Floor Kailash Colony, New Delhi - 110048
- GM / GM (MM), ECL/ CCL/WCL/SECL/NCL/MCL

  
09/03/16  
MT (MM)

  
09/03/16  
Chief Manager (MM)