

(7.11.11) Stone Koyla Bhawan



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
(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)



Purchase Order
Ref: PUR/415162(15-16)/410HP Dozer/15-16/242

Dated 17.03.16

Tech. cell
21/03/16

To,
M/s BEML Limited,
KANGALO, AMAGHATA
PO- GOVINDPUR
DHANBAD, JHARKHAND - 828109

Vendor Code-1/22/M/P 011
Vendor Type- GEM

Ph No-0326 2227038/83489
FAX NO-0326-2227082

EMAIL- bemldha@rediffmail.com, ghanbad@mm.beml.co.in

Sub: Supply of 410 HP Dozer with Spares and Consumables for 36 months of operation.

Ref: 1.Your online offer No. 76193 dtd. 24.12.2015 read with subsequent clarifications last being BEML/MMM/6XBD355/15-16/1526 dated 02.03.16 against this office Global E-Tender No PUR/415162(15-16)/410HP Dozer/Retender/15-16/72 dtd.09.11.2015 for procurement of 16 nos. 410 HP Dozers with 3 years guaranteed spares.
2.Letter of Intent no.5935 dated 16.03.16

Dear Sirs,

Your above referred offer for supply of 410 HP Dozer with 3 years guaranteed spares has been accepted to the extent as indicated hereunder:-

I. SCOPE OF SUPPLY

A. Equipment:

Description	Qty	Basic Ex Works Price / Unit (Rs)	Extended value (Rs)
Equipment Package – BEML BD355 Dozer, powered by BEML BS6D170EG electronically controlled, turbocharged, water cooled, 6 cylinder diesel engine developing 310kw(410HP) @2000rpm diesel engine and fitted with hydraulically controlled semi U Blade Dozer attachment and AC Cabin (Replacement/NCD) . and as per scope of supply of order. Supplementary Items - First fill of all oils, grease and lubricants needed for test and commissioning of equipment, Information and Drawings, Erection/Assembly, Commissioning and Performance Testing, Training (detail scope & specifications as per Annexure A)	16	1,98,00,000.00	31,68,00,000.00
Excise Duty extra as applicable. Present rate is ED @ 12.50%.			3,96,00,000.00
CST extra as applicable. Present rate is @2% on Basic price + ED			71,28,000.00
Freight inclusive of Service Tax @14.50%		4,20,457.46	67,27,319.28
Transit Insurance Inclusive of service tax @14.50%		4,595.57	73,029.12
Total –Landed value of Equipment			37,03,28,848.40
B. 1st Year Guaranteed Spares.	16 Sets.	9,85,248.00	1,57,63,968.00
Excise Duty extra as applicable. Present rate is ED @ 12.5%.			19,70,796.00
JVAT extra as applicable. Present rate is @14% on Basic price + ED			24,82,824.96
Total Landed price of 1st year spares.			2,02,17,288.96
C. 2nd Year Guaranteed Spares.		48,14,856.00	77037696.00
Excise Duty extra as applicable. Present rate is ED @ 12.5%.			9629712.00

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JVAT extra as applicable. Present rate is @14% on Basic price + ED			12133437.12
Total Landed price of 2nd year spares.			9,88,00,845.12
D. 3 rd Year Guaranteed Spares.		26,85,075.00	4,29,61,200.00
Excise Duty extra as applicable. Present rate is ED @ 12.5%.			53,70,150.00
JVAT extra as applicable. Present rate is @14% on Basic price + ED			67,66,389.00
Total Landed price of 3rd year spares.			5,50,97,739.00
Total Landed price of 1st, 2nd and 3rd year spares.			17,41,15,873.08
TOTAL PURCHASE VALUE FOR EQPT WITH SPARES			54,44,44,721.48
		Rounded off to	54,44,44,721.00
Rs FIFTY FOUR CRORE FORTY FOUR LAKH FORTY FOUR THOUSAND SEVEN HUNDRED AND TWENTY ONE ONLY			

Material Code: 1121200009

Supply Point:

Equipment: Supply and billing will be from BEML Limited, Kolar Gold Field, Karnataka 596 115.

Spares: Supply and billing will be from BEML Limited, Dhanbad, Jharkhand: 828109.

2. TOTAL PURCHASE VALUE (Equipment & 3 years guaranteed spares):

Rs 54, 44, 44,721.00

(Rs FIFTY FOUR CRORE FORTY FOUR LAKH FORTY FOUR THOUSAND SEVEN HUNDRED AND TWENTY ONE ONLY.) The above price is on Ex- works kgf basis (for Equipment) and Ex- Depot Dhanbad basis (For Spares) & firm till completion of order; however the contract is concluded on F.O.R. destination basis. Duties & taxes and other charges are payable extra at the rate prevailing at the time of delivery as indicated in the scope of supply.

3. EXCISE DUTY: Shall be paid extra at legally applicable rates at the time of delivery, subject to production of documentary evidence. Present rate is @ 12.5%.

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

BCCL is entitled to avail CENVAT credit on account of Excise duty for Indigenous product: 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 CEN VAT 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 CEN VAT Credit rules.

Consignor/Service providers should show excise/service tax element separately and invoice

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should be raised as per Cenvat credit rules as stated earlier.

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4. **SALES TAX:** CST shall be paid extra @2% against form "C" on price of equipment. JVAT @14% shall be paid extra for spares.

NB: Taxes & Duties shall be extra at the rate prevailing at the time of delivery. However any increase in taxes & duties after expiry of delivery period shall be to your account. Road permit for equipment shall be issued by the consignee.

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

6. **FREIGHT/TRANSPORTATION CHARGES INCLUSIVE OF SERVICE TAX:** To be paid extra at actual subject to a maximum of Rs. 4,20,457.46 (Rupees Four lakh Twenty Thousand Four Hundred and Fifty seven and paise Forty Six only) per equipment subject to production of documentary evidence. The transport charge is inclusive of service tax at legally applicable rate. Freight/Transportation Charges are not applicable for spares.

7. **TRANSIT INSURANCE INCLUSIVE OF SERVICE TAX:** To be paid extra at actual subject to a maximum of Rs. 4,595.57 (Rupees Four Thousand Five Hundred and Ninety Five and paise Fifty Seven only) per Equipment subject to production of documentary evidence. The transit insurance charge is inclusive of service tax at legally applicable rate. Transit Insurance Charges are not applicable for spares.

8. **TERMS OF PAYMENT:**

FOR EQUIPMENT:

- (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, Pre dispatch inspection certificate wherever applicable 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 accessories) at site upon presentation of a certificate from the project Officer the effect that the equipment has been erected and commissioned to their entire satisfaction.

FOR SPARES

- (c) 100% payment of the spares shall be released within 21 days of receipt and acceptance of the spares.

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

Name of the Bank.

Name of the Branch with complete address.

Party's Account Style.

Party's nature of Account.

Party's Account Number.

Your E-Payment mandate is enclosed at **ANNEXURE-O**

9. **DELIVERY:** Supply of the Dozer should commence within 3 months from the date of receipt of purchase order and supply to be completed 6 months from the date of receipt of purchase of order. 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. Early delivery shall be accepted.

Each machine (Machines to be supplied in each project) shall be delivered with spares parts and consumables adequate, initially, for twelve (12) months operation. Thereafter Spare Parts and consumables shall be delivered periodically, and not less than twice annually, throughout the thirty six (36) month period from the date of the Purchaser's Acceptance Certificate in order to comply with the provisions herein contained.

10. **LIQUIDATED DAMAGES CLAUSE:** The bidders will confirm their acceptance of the following:

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

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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.

To forfeit the security deposit fully or in part.

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	Company	Total Requirement	
			Under NCD	Under PCD
1	The Depot Officer, Regional Stores; Govindpur , Area III, Katras Mahuda Road, Sonardih Dhanbad. TIN No-20861500811 CST Regn No-KT-84(C), Katras Circle, Katras Service Tax Regn No-AAACB7934MST003 CED Regn No-AAACB7934MEM008	BCCL	01 No	-
2	The Depot Officer, Regional Stores; Barora Area I 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	do	01 No	-
3	The Depot Officer, Regional Stores, Block II Bharat Coking Coal Limited Nawagarh,, Dhanbad -828 306 TIN No-20121500736 CST Regn No-KT-254(C), Katras Circle Katras Service Tax Regn No-AAACB7934MST009 CED Regn No-AAACB7934MEM007	do	05 Nos	-
4	The Depot Officer, Regional Stores, Kusunda, Area -VI Bharat Coking Coal Limited Dhanbad-828116 TIN No 20761700589 CST Regn No DH 596 (C), Dhanbad Circle Service Tax Regn No AAACB7934MST013 CED Regn No AAACB7934MEM011	do	02 Nos	
5	The Depot Officer, Regional Stores, Bastacolla , Area -IX Bharat Coking Coal Limited Dhanbad TIN No- 20711800090 CST Regn No. JH-53(C) Jharia Circle Dhanbad Service Tax Regn No. AAACB7934MST015 CED Regn No. AACB7934MEM004	do	02 Nos	

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6	The Depot Officer, Regional Stores, Lodna , Area -X Bharat Coking Coal Limited Khasjeenagora, Dhanbad-828115. TIN No- 20801800089 CST Regn No. JH-8 (C) Jharia Circle Dhanbad. Service Tax Regn No AAACB7934MST016 CED Regn No AACB7934MEM005	do	01 No	
7	The Depot Officer, Regional Stores, CV Area -XII Bharat Coking Coal Limited Begunna Colly Road, Begunia, Barakar, Burdman West Bengal-713324. TIN No- 20672000902 CST Regn No. CK-35(C) Chirkunda Circle Dhanbad. Service Tax Regn No AAACB7934MST005 CED Regn No AACB7934MEM002	do	01 No	
8	The Depot Officer, Regional Stores, EJ Area, Bharat Coking Coal Limited Bhowra, Dhanbad-828302 TIN No- 20651800802 CST Regn No. JH-2301 (C) Service Tax Regn No. AAACB7943MST017 CED Regn No. AAACB7934MEM013	do	01 No	
9	The Depot Officer, Regional Stores, Katras Area-IV, Bharat Coking Coal Limited Dhanbad Katras Road, Sijua, Dhanbad-828121 TIN No- 20851505091 CST Regn No. KT-85 (C) Service Tax Regn No. AAACB7934MST002 CED Regn No. AAACB7934MEM009	do	02 Nos	
	TOTAL		16 Nos	NIL

12. **PAYING AUTHORITY:** The Chief Manager (Finance)/MM/HOD, Koyla Bhawan: Koyla Nagar, Dhanbad
 13. **SECURITY DEPOSIT:** Exempted being a CPSU under the Ministry of Defence: Govt of India.
 14. **COMPOSITE GUARANTEE / WARRANTY:** as indicated in Technical Specification (ANNEXURE-A)
 15. **PERFORMANCE GUARANTEE:** In accordance with the provisions of clauses 6 of the Technical Specifications, you shall guarantee that the availability of the equipment shall be not less than 75% (Seventy Five per cent) for a period of 36 months from the accepted date of commissioning.
 You 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). 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 (on a non-judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 40 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 Supply Order.
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.
- The total value of **PERFORMANCE BANK GUARANTEE** is **Rs 5, 44, 44,472.00 or Rs 34, 02,779.50/Equipment**
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

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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 sub-contractor(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(Excav);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 CM (Excav)/EED, 4th Floor, Geetha Mansion, Coal India Ltd., Bangalore - 560 009, under intimation to General Manager (Excavation), CIL HQ.

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.

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


17/03/16

(Shivam Pandey)
MT(MM)


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(A D Santhist.)
Chief Manager (MM)

