



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)
WEBSITE:bccl.gov.in

PURCHASE ORDER NO:

PUR/613239(13-14)/160 MM Drill/13-14/14-15/14

By Regd Post

Dated 14.05.2014

To,

M/S SANDVIK ASIA PVT. LTD.
SANVIK MINING AND CONSTRUCTION
MUMBAI PUNE ROAD, DAPODI,
PUNE 411 012, INDIA
FAX: 02692-236506

Tech. all
Ward
2/5/14

Vendor Code- 1/17/M/T/059

Vendor Type- OEM

Material Code: 11472000001

Sub: This office Global E-Tender No BCCL/ PUR/613239 (13-14) /160 MM Drill/13-14/97 Dated 18/13.12.2013 due on 20.01.14 (offline)/ 21.01.14 (online)

Ref: Your offer No. SANDVIK/BCCL/160 mm/02 dated 18.01.2014 & letter no SANDVIK/BCCL/160 mm/06 dated 24.03.14

Dear Sirs,

Your above referred offer for supply of 160 MM Drill has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

Description	Qty- (Nos)	Basic Ex-Works unit price (Rs)	Extended Value (Rs)
A.1 Equipment (As per Annexure A, B &E) Package-SANDVIK Model 160D Rotary Blast Hole Drill (Repl/NCD) which includes following supplementary items: I. First fill of all oils, grease and lubricants needed for test and commissioning of equipment. II. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the Equipment. III. All filters & O rings (including engine filters) required for first 3000 working hours.	06	1,11,00,000.00	6,66,00,000.00
A.3 Information and Drawings			
A.4 Erection/Assembly, Commissioning and Performance Testing		Included in Equipment Price	Included in Equipment Price
A.5 Training			
A.6. Additional Equipment The following shall be supplied with the drill. 1. Drill efficiency indicator to display the meterage drilled. 2. Roller deck bushing or centralizer bushing with roller bearing for smooth movement of drill rod. 3. 160mm tungsten carbide rock roller drill bits 2 (two) nos 4. Tow-bar.		Included in Equipment Price	Included in Equipment Price
Excise Duty including education cess extra as applicable. Quoted rate is @ 12.36%			82,31,760.00
CST extra as applicable. Present rate is @2%			14,96,635.20
Freight inclusive of Service Tax		4,60,000.00	27,60,000.00
Insurance Inclusive of service tax		9,000.00	54,000.00
Total Purchase Value			7,91,42,395.20

Rounded off to Rs. 7,91,42,395.00

(Rupees Seven Crore Ninety One Lakh Forty Two thousand Three Hundred Ninety Five only)

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2. **TOTAL PURCHASE VALUE:**

Rs 7,91,42,395.00 (Rupees Seven Crore Ninety One Lakh Forty Two thousand Three Hundred Ninety Five only). The above price is on Ex-works, **MAHARASHTRA** & 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 @ 12.36% on basic price of equipment. 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 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 CHARGES INCLUSIVE OF SERVICE TAX:**

To be paid extra at actual subject to a maximum of Rs. **4,60,000.00** (Rupees Four Lakh Sixty Thousand only) per equipment subject to production of documentary evidence. The transport charge is inclusive of service tax at legally applicable rate.

7. **TRANSIT INSURANCE INCLUSIVE OF SERVICE TAX:**

To be paid extra at actual subject to a maximum of Rs. **9,000.00** (Rupees Nine thousand only) per equipment subject to production of documentary evidence. The Transit Insurance charge is inclusive of service tax at legally applicable rate.

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8. 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, 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 necessities) 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-P

9. DELIVERY:

Commencing within 3 months from the date of receipt of purchase orders and supply to be completed within 6 months 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.

10. 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 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
- e. To forfeit the security deposit fully or in part.

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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
1	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
2	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	02 Nos
3	The Depot Officer, Regional Stores, Bastacolla , Area -IX Bharat Coking Coal Limited Jharia Road ,Bhagatdih , Dhanbad Jharkhand - 8 2 8 1 1 1 TIN No- 20711800090 CST Regn No JH - 53 (C) Jharia Circle Dhanbad Service Tax Regn No AAACB7934MST 015 CED Regn No AAACB7934MEM004	do	01 No
4	The Depot Officer, Regional Stores, Lodna , Area -X Bharat Coking Coal Limited Khasjeenagora, Dhanbad Jharkhand - 8 2 8 1 1 5 TIN No- 2 0 8 0 1 8 0 0 0 8 9 CST Regn No JH - 8 (C) Jharia Circle Dhanbad Service Tax Regn No AAACB7934MST 016 CED Regn No AAACB7934MEM005	do	02 Nos
	TOTAL		06 Nos

12. **PAYING AUTHORITY:**

The General Manager (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 Annexure-C of NIT.

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 SANDVIK ASIA PVT. LTD is Rs 79,14,240.00/- for the total order value.


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14. **COMPOSITE GUARANTEE / WARRANTY** as indicated in Technical Specification (ANNEXURE- A)15. **PERFORMANCE GUARANTEE:**

In accordance with the provisions of clauses B.7.2.2 and B.7.3.2 of the Technical Specifications, you shall guarantee that the availability of the equipment shall be not less than **83% (Eighty Three per cent)** for a period of 12 months from the accepted date of commissioning.

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-I (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of **30 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 SANDVIK ASIA PVT. LTD is Rs 79,14,240.00/- for the total order value or Rs. 13,19,040.00 per equipment.

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 either 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(Excv)/BCCL.

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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


(N D Yadav)
MT (MM)


(Umesh Kumar)
General Manager (MM) S&P

Enclosures:

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	TECHNICAL SPECIFICATIONS comprising SECTION-V SCHEDULE OF REQUIREMENTS; PART I,II, SCHEDULE OF REQUIREMENTS OF SERVICES, TECHNICAL SPECIFICATIONS PREFACE - INSTRUCTIONS TO BIDDERS A.SCOPE OF SUPPLY, B.GENERAL REQUIREMENT, PART C EQUIPMENT SPECIFICATION,
2	ANNEXURE - B	List of consumables spares and consumables recommended for initial 3000 Hours for SANDVIK Model 160D Rotary Blast Hole Drill
3	ANNEXURE- C	Performa of Bank Guarantee for Security Deposit.
4	ANNEXURE- C-I	Performa of Performance Bank Guarantee.
5	ANNEXURE - D	General Terms and Conditions of supply of stores.
6	ANNEXURE - E	List of Tools - SANDVIK Model 160D Rotary Blast Hole Drill
7	ANNEXURE - F	Quality Assurance Plan
8	ANNEXURE - G	Leaflet of SANDVIK Model 160D Rotary Blast Hole Drill
9	ANNEXURE - H	Performance of equipment under performance guarantee during warranty period
10	ANNEXURE - I	List of bought-out/ items for SANDVIK Model 160D Rotary Blast Hole Drill
11	ANNEXURE - J	DGMS approval of "Auto Fire Suppression System"
12	ANNEXURE - K	DGMS approval of Dust Suppression System
13	ANNEXURE - L	Details of Erection Program
14	ANNEXURE - M	Engine Performance Curve
15	ANNEXURE - N	Layout of Auto Lub system
16	ANNEXURE - O	Layout for Automatic Fire Detection and Suppression System
17	ANNEXURE - P	Authorization for E-Payment

Copy to :


1. GM(Excv)I/C, Koyla Bhawan : Koyla Nagar,Dhanbad
2. The General Manager (Finance)/MM, Koyla Bhawan : Koyla Nagar,Dhanbad.
3. The GM(Areas), Barora Area /Block-II/ Bastacolla Area/ Lodna Area.
4. GM (Company Secretary), BCCL, Koyla Bhawan : Koyla Nagar,Dhanbad - in ref. to agenda item No 306.5E of the 306th BCCL Board meeting by the Board of Directors of BCCL and minutes communicated by Co.Secy vide Ref No. BCCL:CS:F-1(A):299 dated 26.04.2014
5. GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad: in ref. to Indent Registration No 613239 (13-14) Dtd 03.12.2013
6. GM(UMD),CMPDI Ltd,Gondwana Place,Kanke Road,Ranchi-8 (OO of DT;CIL 172/09 dtd 12.08.09)
7. GM / GM (MM), ECL/ CCL/WCL/SECL/NCL/MCL
8. The Depot Officer, RS/ Barora Area /Block-II/Bastacolla Area/Lodna Area BCCL,Dhanbad.
9. M/s ITI Ltd.,Regional Office,F-29,Ground Floor,Doorvani Nagar,Bangalore-560016
10. AM,Tech Cell,MM Divn, Koyla Bhawan : Koyla Nagar,Dhanbad
11. The Independent External Monitor for Integrity Pact:-
Shri Naresh Chaturvedi IAS (Retd.)
CL-14, Sector-II, Salt Lake, Kolkata- 700 091

This issue with approval of agenda item No 306.6E of the 306th BCCL Board meeting by the Board of Directors of BCCL and minutes communicated by Co.Secy vide Ref No. BCCL:CS:F-1(A):299 dated 26.04.2014

Budget Certification

Adhoc BC no BCCL/C&B/CAP/REG/PN-171/SN-17/cBC No dated 09.05.2014 (cap 13-14) for Rs 15,82,84,790.00/-.
FC No 14-15/HEMM/Adhoc-I Dated 10.05.2014 for Rs. 15,82,84,790.00/-


14/05/14
MT (MM)


14/05/14
General Manager (MM) S&P