



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: BCCL/PUR/416112 (16-17) /TYRE HANDLER//GLOBAL/16-17/74/85

Dated 25.11.17

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

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

Ph No-0326 2227038/85/89

FAX NO-0326-2227082

EMAIL- bemldha@rediffmail.com, dhanbad@rm.beml.co.in

Sub: Supply of Tyre Handler with Filters/Consumables for 3000Hrs Operation.

Ref: 1.Your online offer No. 160908 dtd. 30.12.2016 read with subsequent clarifications last being BEML/MFM/16XBL15TH/16-17/1721 dated 15.02.17 against this office Global E-Tender No BCCL/PUR/416112(16-17)/Tyre Handler/Global/16-17/74 dtd.24.11.2016 for procurement of 6 nos. Tyre Handler with Consumables.

Dear Sirs,

Your above referred offer for supply of Tyre Handler with Filters/Consumables for 3000Hrs Operation has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

A. Equipment:

DESCRIPTION	Particulars	Value (Rs)	Qty	Extended Value
EQUIPMENT- Diesel Powered, Self-propelled earthmover, loader based TYRE HANDLER model BL14TH.	Unit Ex-Works Price of Equipment	10520000.00		42080000.00
	84291120, GST @ 28%	2945600	4	11782400.00
	Freight Charge	116913.00		467652.00
	84291120, GST @ 28%	32735.64	4	130942.56
	Transit Insurance	2104.00		8416.00
	84291120, GST @ 28%	589.12	4	2356.48
	Equipment Sub-Total	13617941.76		54471767.04
Filters/Consumables for 3000Hrs Operation	Filters/Consumables for 3000Hrs Operation	139407.00		557628.00
	GST as per Annexure	34390.26		137561.04
	Spares Sub Total	173797.26		695189.04
Total Purchase Value	Landed Value of Equipment with Consumables	13791739.02	4	55166956.08

Material Code; 17503000016

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 & Filters/Consumables for 3000Hrs Operation):

Rs 5, 51, 66,956.00

(Rs FIVE CRORE FIFTY ONE LAKH SIXTY SIX THOUSAND NINE HUNDRED AND FIFTY SIX ONLY.) The above price is on Ex- works KGF basis (for Equipment) and Ex-Depot Dhanbad basis (For Spares) & firm till completion

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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. GST:

- (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate for equipment is 28 %. GST for spares is as per attached Annexure-B.
- (b) The invoice shall be raised by you should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017.
- name, address and GSTIN of the supplier;
 - a serial number of Invoice (should not be hand-written)
 - date of its issue;
 - name, address and GSTIN or UIN;
 - name and address of the recipient and the address of delivery, along with the name of State and its code;
 - HSN code of goods or Accounting Code of services;
 - Description and quantity of goods or services; total value of supply of goods or services or both;
 - taxable value of supply of goods or services or both taking into account discount or abatement, if any;
 - rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
 - place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
 - address of delivery where the same is different from the place of supply;
 - whether the tax is payable on reverse charge basis; and
 - Signature or digital signature of the supplier or his authorized representative
- (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- (d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount shall be recovered from your bill.
- (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- (f) E-Way bill, if required, shall be arranged by you.
- (g) GSTIN and other details of BCCL are furnished below for your ready reference.

Particulars	Jharkhand	West Bengal
Name	Bharat Coking	Coal Limited
PAN	AAACB7934M	
Constitution	COMPANY	
Address of principal place of business	Bharat Coking Coal Ltd. Koyla Bhawan, Koyla Nagar Dhanbad, Jharkhand-826005	Bharat Coking Coal Ltd. 6, Lyons Range, Kolkata West Bengal-700001
Provisional ID	20AAACB7934MFZB	19AAACB7934M2Z7
Application Reference no.(ARN)	AA200417004532W	AA190417020182I

HSN codes and GST rates of the items covered in the above supply order placed will be as under:

SI no.	Item	HSN code	GST rate
1	Tyre Handler	8423	28 % [14% CGST+14% SGST].
2	Filters/Consumables for 3000Hrs Operation	As per Annexure B	As per Annexure B

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.

5. PACKING & FORWARDING CHARGES: NIL.

6. FREIGHT/TRANSPORTATION CHARGES WITH GST: To be paid extra at actual subject to a maximum of Rs. 1,49,648.64 (Rupees One lakh Forty Nine Thousand Six Hundred and Forty Eight and Sixty Four Paise only) per equipment

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subject to production of documentary evidence. The transport charge is inclusive of GST 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. 2693.12 (Rupees Two Thousand Six Hundred and Ninety Three and paise Twelve only) per Equipment subject to production of documentary evidence. The transit insurance charge is inclusive of GST 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% GST 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-N

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.

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 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 9 (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.

