

**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](http://WEBSITE:bccl.gov.in)By Regd Post**PURCHASE ORDER NO:****PUR/411183/TYRE HANDLER/11-12/154****Dated 10.11.2012**

To,  
M/S BEML LTD.,  
Kamal Kunj,  
Saraidhela,  
Dhanbad-828127

Fax No 0326-2200182

Sub: This office Global E Tender No PUR/411183/TYRE HANDLER/11-12 due on 20.07.12 (offline)/ 21.07.12 (online) along with subsequent letters.

Ref: Your offer No BEML:MFM/BCCL TENDER/BL14TH/12-13/651 (OLB) dated 19/07/12(Offline)/20/07/12(Online) along with subsequent clarifications.

**Dear Sirs,**

Your above referred offer for supply of Tyre Handler 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)
Diesel powered, self propelled earthmover, loader based tyre handler model BL14TH(all replacement/Non Concessional Duty).Details as per Annexures enclosed.	2	98,01,000.00	1,96,02,000.00
Excise Duty including education cess extra as applicable. Present rate is @ 12.36%	2	12,11,403.60	24,22,807.20
CST extra as applicable. Present rate is @2%	2	2,20,248.07	4,40,496.14
Freight inclusive of Service Tax	2	1,05,450.00	2,10,900.00
Insurance inclusive of service tax	2	2,269.22	4,538.44
Total Purchase Value	2	1,13,403,70.89	2,26,80,741.78

2. **TOTAL PURCHASE VALUE: Rs 2,26,80,741.78** (Rupees Two Crore twenty six Lakhs eighty thousand seven hundred forty one & paisa seventy eight) only. The above price is on Ex-works, KGF & 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. Present 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 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.*

*Consignor/Service providers should show excise/service tax element separately in their offer and invoice should be raised as per Cenvat credit rules as stated earlier.*

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 respective consignees.

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. 1,05,450.00 (Rupees one lakh five thousand four hundred fifty 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. 2,269.22 (Rupees two thousand two hundred sixty nine & paise twenty two only) per machine subject to production of documentary evidence. The transit insurance charge is inclusive of service tax at legally applicable rate.

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, 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) 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-N

9. **DELIVERY:** You are required to supply the ordered quantity WITHIN 8-10 MONTHS from the date of SUPPLY 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.

10. **CONSIGNEE:** The Depot Officer, Central Stores, JEALGORA, Distt. Dhanbad (Jharkhand).  
Distribution: AKWM & Vishwakarma OCPs(01 No each)

11. **PAYING AUTHORITY:** The General Manager (Finance)/MM, Koyla Bhawan : Koyla Nagar,Dhanbad

12. **SECURITY DEPOSIT:** Exempted being a CPSU under the Ministry of Defence;Govt of India.

13. **COMPOSITE GUARANTEE / WARRANTY** as indicated in Technical Specification (ANNEXURE-A)

14. **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 85% (eighty five per cent) for a period of 12 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-I** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 21 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.

**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.

15. **INTEGRITY PACT) :** The **Integrity Pact** document signed by you is enclosed as **ANNEXURE--E**. This Integrity Pact is deemed to have been signed by BCCL Authorities

Name of Independent External Monitor is:

Justice Ashok Kumar Chakra borty (Retd)  
BB-69, Sector-I, Salt Lake  
Kolkata-700064

16. **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.

17. **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 CM (Excv), 40 Kempe Gowda Road, 4<sup>th</sup> Floor, Geetha Mansion, Coal India Ltd., Bangalore – 560 009

**18. 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.

**19. 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

(S.P.Narayan)  
Chief Manager (MM)IV

Enclosures:

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	A - Scope of Supply
2	ANNEXURE - B	B – General requirements.
3	ANNEXURE - C	C - Equipment specifications.
4	ANNEXURE - F	List of Consumable/Filters & 'O' rings for 3000 hours.
5	ANNEXURE - G	Comprehensive tool list (Standard tool list BL14TH & Special tools)
6	ANNEXURE - H	Quality Assurance Plan
7	ANNEXURE - I	Leaflet of BL14TH tyre handler.
8	ANNEXURE - J	Performance of equipment under performance guarantee during warranty period
9	ANNEXURE -E	Integrity Pact.
10	ANNEXURE-C-I	Performa of Performance Bank Guarantee.
11	ANNEXURE -K	Engine performance curves: BS6D105-1 Engine
12	ANNEXURE -L	Hydraulic system & circuit diagram.
13	ANNEXURE -M	Details & description of major bought-out/manufactured assemblies and sub-assemblies
17	ANNEXURE -D	General Terms and Conditions of supply of stores.
18	ANNEXURE -N	Authorization for E-Payment
19	ANNEXURE -O	DGMS approval of AVA

**Copy to :**

- GM(Excv) , Koyla Bhawan : Koyla Nagar,Dhanbad
- The General Manager (Finance)/MM, Koyla Bhawan : Koyla Nagar,Dhanbad.
- GM(Company Secretary), BCCL, Koyla Bhawan : Koyla Nagar,Dhanbad – in ref. to BCCL:CS:F-1(A):825 dated 09.11.2012
- GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad: in ref. to Indent Registration No 411183(11-12) Dtd 14.11.11
- GM(UMD),CMPDI Ltd,Gondwana Place,Kanke Road,Ranchi-8 (OO of DT;CIL 172/09 dtd 12.08.09)
- GM / GM (MM), ECL/ CCL/WCL/SECL/NCL/MCL
- CM (Excv), 40 Kempe Gowda Road, 4th Floor, Geetha Mansion, Coal India Ltd., Bangalore – 560 009
- The Depot Officer, Central Stores, JEALGORA, Distt. Dhanbad (Jharkhand).
- M/s ITI Ltd.,Regional Office,F-29,Ground Floor,Doorvani nagar,Bangalore-560016
- MT,Tech Cell,MM Divn, Koyla Bhawan : Koyla Nagar,Dhanbad
- The Independent External Monitor for Integrity Pact:-  
Justice Ashok Kumar Chakra borthy (Retd)  
BB-69, Sector-I, Salt Lake  
Kolkata-700064

This issues with approval of agenda item No 290.4E of the 290TH BCCL Board meeting by the Board of Directors of BCCL and minutes communicated by Co.Secy vide BCCL:CS:F-1(A):825 dated 09.11.2012

BC No BCCL/C&B/CAP/12-13/HEMM/HQ/150/10/297 **eBC** DTD 10.11.12 for Rs 2,26,80,741.78 & **eFC** No 126 Dtd 10.11.12 by GM(F)I/c.

Chief Manager (MM)IV