



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/412173 /60T RD with MARC/12-13/ 231

Dated 27.02.2013

To,
M/s TRACTORS INDIA PRIVATE LTD.,
1,TARATOLLA ROAD,
GARDEN REACH,
KOLKATA-700 024

Vendor Code-
FAX NO-033-2469-2143/3731

Sub: Supply of 60T Rear Dumpers with 07 Years MARC

Ref: Your offer No TIPL/BCCL/60T/12-13 Dtd 09.01.13 read wit subsequent clarifications last being TIPL/BCCL/60T/12-13/01 Dated 29.01.13 against this office Global E-Tender No PUR/412173 /60T RD with MARC/12-13/73 Dated: 12/29-10-2012,,offline due on 10.01.13 & online due on 11.01.13 read with subsequent letters last being dated 25.01.2013.

Dear Sirs,

Your above referred offer for supply of 60T Rear Dumpers with 07 Year MARC has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

A. Equipment:

Sl.No	Particulars	Quantity	Unit Rate (Rs)	Extended Value (Rs)
1.	Caterpillar Model 773E rear dumper powered by a Caterpillar 3412E Diesel Engine developing 672 hp (501 KW) net power @ 2000 rpm (AS PER ANNEXURE -A) along with . with Ancillary Equipment and other requirements for each of Item 1 as specified in Technical Specifications included in Section VI Attachments inclusive of E.D. & Cess @ 12.36% (paid at source) , CST @ 2% (paid at source) , Freight & Insurance on F.O.R. Destination (Landed) basis	22 No	22014492.80	484318841.60
2	Spares for 1 st year warranty period as per Annx. (Including VAT @ 14%) as per list enclosed.	22 Sets	836832.96	18410325.12
3	Consumables for 1 st year warranty period as per Annx. (Including VAT @ 14%) as per list enclosed.	22 Sets	789239.58	17363270.76
Equipment , Spares (1 st Year) & Consumables (1 st Year) landed Purchase Value		22 No	23640565.34	520092437.48

Order for Equipment will be executed under "In Transit Sale (E1) transaction as such you will raise single invoice for each equipment showing F.O.R. Destination equipment price as indicated above.

In respect of Spares & Consumables, the price indicated above is inclusive of current prevailing rate of JVAT @ 14% . This invoice will be raised by M/S Tractors India Pvt. Ltd., Dhanbad .

B. MARC:

MARC agreement for a period of Seven years (including one year warranty) is to be signed separately by the Purchaser and MARC holder (M/s. BEML Ltd) and documented as per NIT and as agreed by you (Draft copy enclosed). The MARC agreement will be an integral part of this supply order.

Year wise hourly Spares and Supervision & Overhead Charges for MARC indicated below for expected annual working hours of 4500 Hrs.

Year	Total Spares and consumables charges per working hour of equipment including all taxes & duties (in Rs.)	Supervision and overhead charges per available hour of equipment excluding service tax. (in Rs.)
1	0.0	230.00
2	429.00	289.00
3	1163.00	451.00
4	2170.00	426.00
5	1629.00	451.00
6	1819.00	627.00
7	1332.00	685.00

NOTE: Present applicable rate of service tax on supervision and overhead charges is 12.36%.

2. **TOTAL PURCHASE VALUE (Equipment): Rs 52,00,92,437.48** (Rupees Fifty Two Crore Ninety Two Thousand Four hundred Thirty seven & paisa forty eight) only. The above price is on F.O.R. destination basis. Duties & taxes and other charges are inclusive as indicated in the scope of supply above.

3. **EXCISE DUTY WITH EDUCATION CESS:** Inclusive @ 12.36% ie present rate in SL No 1, subject to production of documentary evidence.

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 Inclusive @ 2% ie present rate in SL No 1, against declaration form "C". Concessional form is to be collected from respective consignees.VAT inclusive @ 14% ie present rate in SL No 2 & 3,as indicated in the scope of supply.

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:** Inclusive at actual subject to a maximum of Rs.3,35,732.00 (Rupees three lakh thirty five thousand seven hundred thirty two) 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 & consumable for 1st year.

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

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 MARC

- i. Billing Schedule
- ii. On the first working day of each month, BCCL shall notify in writing to the MARC Holder the readings of the Service Hours Meter recorded in the previous month in respect of each equipment. The Available Hours and the Working Hours will be calculated based on the above readings of Service Hours Meter and the equipment Log-Book to be maintained jointly by BCCL and MARC holder **as per Clause-7 (i), Part- F, Sec-VI.**
- iii. The MARC Holder may within 5 days of the succeeding month provide to BCCL an invoice, along with the following documents, for monthly price payable to it for the preceding month:
- iv. a). Certified copy of the relevant pages of the Equipment Log-Book applicable for the particular month;
- v. b). Certified copy of the notification of readings of Service Hour Meter applicable for the particular month.
- vi. If BCCL agrees with the amount of the invoice after audit and verification, it shall make the payment of the invoice to the MARC Holder within 21 (twenty one) days from the date of receipt and acceptance of the invoice.

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 as **ANNEXURE - O**

9. **DELIVERY:** 18 Nos Dumpers to be supplied within 6 months from the date of receipt of purchase order and balance Dumpers to be supplied @ 4 Dumpers per month till completion of ordered quantity. 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.

After supply of the first 12 Nos, the remaining 10 Nos will be supplied on confirmation from this office and above delivery period will be reckoned from the date of issue of confirmation .

10. 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;Loyabad, Sijua Area V Dhanbad Katras Road, Sijua,Dhanbad-828121 TIN No-20161500808 CST Regn No-KT-86(C),Katras Circle,Katras Service Tax Regn No-AAACB7934MST010 CED Regn No-AACB7934MEM010	BCCL	02 Nos	-
2	The Depot Officer, Regional Stores;Ghanoodih Bastacolla Area IX Jharia Road,Bhagatdih,Dhanbad -828111 TIN No-20711800090 CST Regn No-JH-53(C),Jharia Circle,Dhanbad Service Tax Regn No-AAACB7934MST015 CED Regn No-AACB7934MEM004	do	01 Nos	-
3	The Depot Officer, Regional Stores, Lodna Area X Khaasjeenagora,Dhanbad -828115 TIN No-20801800089 CST Regn No-JH-8(C),Jharia Circle,Dhanbad Service Tax Regn No-AAACB7934MST016 CED Regn No-AACB7934MEM005	do	02 Nos	-
	TOTAL			NIL

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

12. **SECURITY DEPOSIT::**You 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 enclosed format at enclosed **Annexure-C**

For Equipment Spares & Consumable for 1st Year the value of SECURITY DEPOSIT is Rs 5,20,09,244 or Rs 23,64,057/Equipment..

For MARC the value of SECURITY DEPOSIT for MARC is Rs 7,62,98,824 or Rs 54,41,154/Equipment

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

14. **PERFORMANCE GUARANTEE:** In accordance with the provisions of clauses 7 & C7 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.

The value of **PERFORMANCE BANK GUARANTEE** for Equipment, Spares & consumable for 1st year is Rs 5,20,09,244 or Rs 23,64,057/Equipment..

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 borthy (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, 4th 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 B – General requirements. C - Equipment specifications
2	ANNEXURE - B	List of Spares for 1 st Year, List of Consumable for 1 st Year.
3	ANNEXURE - C	Performa of 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	Performance of equipment under performance guarantee during warranty period
7	ANNEXURE - F	CAT 773E dumper tool list
8	ANNEXURE - G	Quality Assurance Plan
9	ANNEXURE - H	Leaflet of CAT773E dumper.
10	ANNEXURE - I	Engine performance curves: Caterpillar 3412E Diesel Engine
11	ANNEXURE - J	Hydraulic system & circuit diagram
12	ANNEXURE - K	Auto Lube System
13	ANNEXURE - L	CAT 773E dumper Body volume calculation
14	ANNEXURE - M	Details & description of major bought-out/manufactured assemblies and sub-assemblies
15	ANNEXURE - N	Description & layout of auto fire detection and suppression system.- DGMS approved
16	ANNEXURE - O	Dynamic retarding chart of CAT 773E
17	ANNEXURE - P	Training schedule
18	ANNEXURE - Q	Erection chart for CAT773E Dumper
19	ANNEXURE - R	Maintenance schedule for CAT 773E Dumper
20	ANNEXURE - O	Authorization for E-Payment
21	ANNEXURE I,II,III	REPORTS FOR MARC

Copy to :

- GM(Excv) /GM(Excv)Cap, Koyla Bhawan : Koyla Nagar,Dhanbad
- The General Manager (Finance)/MM, Koyla Bhawan : Koyla Nagar,Dhanbad.
- **The GM(Areas), Area V/IX/X**
- GM(Company Secretary), BCCL, Koyla Bhawan : Koyla Nagar,Dhanbad – in ref. to BCCL:CS:F-1(A):91 dated 14/15.02.2013
- GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad: in ref. to Indent Registration No 412173 dtd 09.10.12

Indent No	IR No of MM Divn	Qty (No)	Project/Area
RSLD/12-13/168 DTD 03.08.12	412173 Dtd 09.10.12	04	Damagoria & Dahibari OCP/CV AREA(Replacement requirement-35T RD)
BCCL/LA/R-S/12-13/67 DTD 31.07.12	412173 Dtd 09.10.12	07	Jeenagora S.Tisra,& N.Tisra OCP/LODNA AREA (Replacement requirement-35T RD)
BCCL/RS/CAP/IX/12-13/09 Dtd 01.08.2012	412173 Dtd 09.10.12	05	S.Jharia, Bastacolla & GOCP/BASTACOLLA AREA(Replacement requirement-35T RD)
S/L/Reg Store/12-13/506 DTD 31.07.12	412173 Dtd 09.10.12	07	NOCP,SBOCP,Tetulmari OCP/SIJUA AREA (Replacement requirement-35T RD)
BCCL/IV/Excvn/12/46 Dtd 31.07.12	412173 Dtd 09.10.12	04	AKWMC/KATRAS AREA (Replacement requirement - 35T RD)
R222R80103A/RSS/CAP/AR-III/12-13/04 Dtd 02.08.12	412173 Dtd 09.10.12	07	Block-IV & Akaashkinaree OCP/GOVINDPUR AREA(Replacement requirement-35T RD)
BCCL/BA/01/RS/Capital/12-13/01 Dtd 02.08.12	412173 Dtd 09.10.12	02	Damoda,Muraidih & Shatabdi/BARORA AREA (Replacement requirement-35T RD)

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- 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, RS/Area V/Area IX/Area X,BCCL,Dhanbad.**
- 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 292.4J of the 292nd 0TH BCCL Board meeting by the Board of Directors of BCCL and minutes communicated by Co.Secy vide BCCL:CS:F-1(A):91 dated 14/15.02.2013

For Equipment

New eBC no ,Ref No 3000 dated 23.02.2013 for Rs 33,03,90,510/- approved BC Reg No 431 Daed 23.02.2013.

New advance eBC for 2013-14 Rs 519185088/- dtd 23.02.2013 by GM(F)OSD

eFC No BCCL/C&B/2013 Registered/Concurred vide eFC-Reg-No 172 Dated 25.02.2013for Rs 33,03,90,510.00

For MARC

Advance budget of Rs 151,16,82,307.60 by CM(F)C&B vide letter No BCCL/FIN(C&B)/12/D/220 dated 16.10.2012 for 2013-14 to 2019-2020

Additional Advance budget of Rs 44,83,59,717.09 by CM(F)C&B vide letter No BCCL/FIN(C&B)/12/D/407 dated 26.02.13 for 2013-14 to 2019-2020.

Chief Manager (MM)IV