

**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) [Email:gmmm@bccl.gov.in](mailto:Email:gmmm@bccl.gov.in)

By Registered Post

**PURCHASE ORDER**

No: PUR/411081//Mobile Feeder Breaker /12-13/30

Dated: **11.05.2013**

To,  
M/s KARAMCHAND THAPAR & BROS (Coal Sales) LTD.,  
BHARAT WESTFALIA DIVISION,  
THAPAR HOUSE,  
25 BRABOURNE ROAD,  
7<sup>TH</sup> FLOOR,  
KOLKATA-700 001

Category of vendor: OEM  
Vendor Code- **1/03/M/T/158**

Contact Person-Sreekanta Banerjee; Chief Executive officer  
Phone No-033-40057000(office)  
0651 2265047/2265824  
Fax: 033-22428684(Office) 0651-2265093(Works)

Sub: Design, manufacture, testing before despatch, delivery at site and commissioning of Mobile Feeder Breaker of 400TPH of (-) 100 mm size, 3 dimensional

Ref: Your offer No BW/BCCL/FB/12-13/II-025 Dated 11.10.2012 read with subsequent clarifications last being BW/BCCL/FB/12-13/II-025 Dated 15.04.2013 in response to our Domestic Open/Advertised E – Tender No PUR/411081//Mobile Feeder Breaker /12-13/57 Dated: 05-09-2012 offline due on 17.10.2012 & online due on 18.10.2012 [Advt. No. 24 Tender Sl. No. 57] read with subsequent letters last being dated.04.03.2013

**Dear Sirs,**

Your above referred offer for supply of Mobile Feeder Breaker (03 Nos) with spare for full lifetime of the equipment after completion of 1+4 Yr contract period has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

1.A EQUIPMENT

DESCRIPTION	Qty (No)	UNIT BASIC PRICE(Rs)	EXTENDED VALUE (Rs.)
BHARAT WESTFALIA make Mobile Feeder Breaker complete in all respects i.e.; with Mechanicals, Electrical Motors, Control panels, other accessories and lubrication system to perform satisfactorily at rated capacity i.e.; 400 TPH, with output of (-)100mm in all three dimensions, as specified in Technical Specifications-Detailed specifications as per enclosed Annexure-AI, AII, AIII.	3	1,94,00,000.00	5,82,00,000.00
Packing & Forwarding Charges		Absorbed	Absorbed
Excise Duty @ 12.36%		23,97,840.00	71,93,520.00
VAT@ 5% on unit basic price + ED		10,89,892.00	32,69,676.00
Freight/Transportation Charges inclusive of Service Tax		Absorbed	Absorbed
Transit Insurance		Absorbed	Absorbed
<b>TOTAL LANDED PRICE</b>		2,28,87,732.00	6,86,63,196.00
<b>TOTAL PURCHASE VALUE (EQUIPMENT) – Rs. SIX CRORE EIGHTY SIX LAKH SIXTY THREE THOUSAND ONE HUNDRED NINETY SIX ONLY</b>			

## 1.B SPARES FOR 1 + 4 Yr contract period

DESCRIPTION	Qty (Set)	UNIT BASIC PRICE(Rs)	EXTENDED VALUE (Rs.)
Recommended Spare Parts for 2 <sup>nd</sup> year operation; as per Annexure BI enclosed	3	21,66,759.00	65,00,277.00
Packing & Forwarding Charges		Absorbed	Absorbed
Excise Duty @ 12.36%		2,67,811.41	8,03,434.23
VAT@ 5%		1,21,728.52	3,65,185.56
Freight/Transportation Charges inclusive of Service Tax		Absorbed	Absorbed
Transit Insurance		Absorbed	Absorbed
Recommended Spare Parts for 3 <sup>rd</sup> year of operation as per Annexure BII enclosed	3	21,66,759.00	65,00,277.00
Packing & Forwarding Charges		Absorbed	Absorbed
Excise Duty @ 12.36%		2,67,811.41	8,03,434.23
VAT@ 5%		1,21,728.52	3,65,185.56
Freight/Transportation Charges inclusive of Service Tax		Absorbed	Absorbed
Transit Insurance		Absorbed	Absorbed
Recommended Spare Parts for 4 <sup>th</sup> year of operation as per Annexure BIII enclosed	3	21,66,759.00	65,00,277.00
Packing & Forwarding Charges		Absorbed	Absorbed
Excise Duty @ 12.36%		2,67,811.41	8,03,434.23
VAT@ 5%		1,21,728.52	3,65,185.56
Freight/Transportation Charges inclusive of Service Tax		Absorbed	Absorbed
Transit Insurance		Absorbed	Absorbed
Recommended Spare Parts for 5 <sup>th</sup> year of operation as per Annexure BIV enclosed	3	21,66,759.00	65,00,277.00
Packing & Forwarding Charges		Absorbed	Absorbed
Excise Duty @ 12.36%		2,67,811.41	8,03,434.23
VAT@ 5%		1,21,728.52	3,65,185.56
Freight/Transportation Charges inclusive of Service Tax		Absorbed	Absorbed
Transit Insurance		Absorbed	Absorbed
<b>TOTAL LANDED PRICE</b>		1,02,25,195.72	3,06,75,587.16
<b>TOTAL PURCHASE VALUE (SPARES)– Rs. THREE CRORE SIX LAKH SEVENTY FIVE THOUSAND FIVE HUNDRED EIGHTY SEVEN AND PAISA SIXTEEN ONLY</b>			

2. TOTAL PURCHASE VALUE OF THE CONTRACT: Rs 6,86,63,196.00 (EQUIPMENT) + Rs 3,06,75,587.16 (Spares) = Rs 9,93,38,783.16 (RUPEES NINE CRORE NINETY THREE LAKH THIRTY EIGHTY THOUSAND SEVEN HUNDRED EIGHTY THREE & PAISA SIXTEEN) Only. The above prices are on Ex-Works; Ranchi basis and & 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 and Spares for 1 + 4 Yr contract period. 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 commission rate.(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:** JVAT shall be paid extra at legally applicable rates at the time of delivery. Present rate is @ 5% on Ex-works price of equipment plus ED with Education Cess and @ 5% on Ex-works price of Recommended Spares plus ED with Education Cess.

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/Absorbed.

6. **FREIGHT/TRANSPORTATION CHARGES:** NIL/Absorbed.

7. **TRANSIT INSURANCE:** NIL/Absorbed.

8. **TERMS OF PAYMENT:**

**For the 1<sup>st</sup> machine** - At least one machine should be supplied within 6 months from the date of receipt of firm order and balance quantity within 6 months after the date of successful performance of first machine for six months in terms of guaranteed availability of minimum 85%. 100% **Payment for the first machine will be released only after six months of successful performance.**

**For the 2<sup>nd</sup> & 3<sup>rd</sup> machine**

- 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.
- Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Project Officer/CGM(E&M) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

**For the spare parts for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> years**

100% within 21 days of receipt and acceptance of materials by the consignee or from the date of receipt of bill, whichever is later.

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.

- 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-A

9. **DELIVERY:**

(a) **FOR EQUIPMENT** - At least one machine should be supplied within 6 months from the date of receipt of firm order and balance quantity within 6 months after the date of successful performance of first machine for six months in terms of guaranteed availability of minimum 85%. 100% Payment for the first machine will be released only after six months of successful performance. However payment for remaining machines will be as per purchase manual ie 80% after supply of equipment within 21 days after delivery of equipment and receipt and acceptance of performance bank guarantee and balance 20% within 21 days after successful commissioning of equipment.

(b) **FOR SPARES**

- (1) Against 2nd year operation, supply shall be affected just after expiry of warrantee period but not later than 15 days of the expiry.
- (2) Against 3rd, 4th and 5th year of operation, supply shall be affected just after completion of the 2nd year, 3rd year, and 4th year of operation period but not later than 15 days of the respective completion period of 2nd year, 3rd year and 4th year.
- (3) After expiry of 5th year, BCCL will have the option to retain or return the unutilized spare parts. The balance spare parts will be taken by supplier at landed cost at which it was initially procured by BCCL.

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:** 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 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 canceling the supply order in respect of the consignment not yet due for supply/or
- (c) 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
- (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
- (e) To forfeit the security deposit fully or in part
- (f) 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.

11. **FORCE MAJEURE CLAUSE :** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

12. **CONSIGNEE:** Depot Officer, Central Stores, JEALGORA, Distt. Dhanbad (Jharkhand).  
Allocation order/ultimate consignee details for supply of 03 Nos Mobile feeder breaker will be issued by CGM(E&M)

13. **PAYING AUTHORITY:** The General Manager (Finance)/MM, BCCL, Koyla Bhawan : Koyla Nagar Dhanbad, Jharkhand, Pin Code 826005

14 **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. Failure 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. 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

EMD for Rs.10,00,000/- submitted vide D/D No.022436 shall be refunded after receipt of acceptance of the order along with the Security Deposit from you.

For equipment and spares for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> year the value of Security Deposit is Rs. 99,33,880.00

15. **COMPOSITE GUARANTEE / WARRANTY**—As per Annexure-AI

16. **PERFORMANCE BANK GUARANTEE (PBG):**

In accordance with the provisions of clause of the Technical Specifications, the Supplier shall guarantee that The availability of the equipment shall not be less than 85% for five years from the date of commissioning of the equipment.

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 63 months from the date of commissioning of the 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 total value of PBG to be submitted by you is Rs 99,33,880/- for 3 no's of Mobile Feeder Breaker or Rs. 33,11,290/- for each Mobile Feeder Breaker.

17. **INSPECTION AND TESTS:** Pre-dispatch inspection at works and final inspection at consignees end by authorised representative of CGM(E&M),BCCL,Dhanbad.

18. **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.

19. **JURISDICTION:** The Court at Dhanbad/Jharkhand High Court, (INDIA) only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of our contract.

20. **GENERAL TERMS AND CONDITIONS:** Unless otherwise specified in the NIT, the Purchase order placed shall be subject to the General Terms and Conditions of Supply of Stores given with NIT and enclosed 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.

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

(Nayan Yadav)  
MT(MM)

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

#### **LIST OF ENCLOSURES**

Annexure - A	E-Payment Mandate
Annexure - AI, AII, AIII	Technical Specification and schedule of requirement.
Annexure -BI	Recommended Spare Parts for 2 <sup>nd</sup> year of operation
Annexure -BII	Recommended Spare Parts for 3 <sup>rd</sup> year of operation
Annexure -BIII	Recommended Spare Parts for 4 <sup>th</sup> year of operation
Annexure -BIV	Recommended Spare Parts for 5 <sup>th</sup> year of operation
Annexure - C	Performa of Bank Guarantee for Security Deposit
Annexure - C1	Performa of Bank Guarantee for PBG
Annexure - D	General terms & conditions for supply of stores.
Annexure - E	Integrity Pact
Annexure- F	ISO 9001:2008 Certification

#### **Copy to :**

- CGM(E&M) Koyla Bhawan : Koyla Nagar,Dhanbad – For issue of Ultimate Consignee Particulars.
- The General Manager (Finance)/MM, Koyla Bhawan : Koyla Nagar,Dhanbad.
- GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad: in ref. to Indent Registration No 411081 dtd 06.07.2011

Indent No	IR No of MM Divn	Qty (No)	Project/Area
BCCL/E&M/2011-12/Capital/Mobile Feeder Breaker dated 06-06-2011	411081(11-12) DTD 06.07.11	03	01 no. Kustore Area 02 nos. Katras Area

- 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
- The Depot Officer, Central Stores,Jealgora, 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 barty (Retd)  
BB-69, Sector-I, Salt Lake  
Kolkata-700064

This issues with concurrence of D(F) vide diary No 2/246 Dated 16.04.13 & approval of CMD vide diary No 364/F Dated 16.04.13

#### **BC&FC provided by CM(F)/C&B**

BC- BCCL/C&B/CAP/Reg.PN-7/SN-17/Ebc No.3 Dated 03.05.13 Head P&M(13-14) Amount Rs 9,93,38,783.16.

FC- eFC No 06 Dated 03.05.13

MT(MM)

Chief Manager (MM)IV