



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/412170/4.5 – 6 Cum HDBH Shovel with MARC/12-13/ 47

Dated **31.05.2013**

To,
M/s TATA HITACHI CONSTRUCTION MACHINERY COMPANY LTD
C/O Earthmover Consultancy Pvt Ltd,
Plot No 3 & 5, Phase-V, Adityapur Industrial Area,
Gamharia, Dist – Saraikela-Kharsawa, Jharkhand-832108

Vendor Code- 1/22/M/T/050
Vendor Type: OEM
FAX NO-033-2469-2143/3731

Sub: Supply of 4.5 – 6 Cum HDBH Shovel with 07 Years MARC

Ref: Your offer No THCM:BO/JSR/12-13/BCCL/105/101 DTD 04.02.2013 read with subsequent clarifications last being THCM/BO/JSR/BCCL/EX1200V/014 DTD 02.04.2013 against this office Domestic E-Tender No PUR/412170(12-13)/4.5 – 6 Cum HDBH Shovel with MARC/12-13/105 Dated: 13.12.12, offline due on 04.02.13 & online due on 05.02.13 read with subsequent letters last being dated 25.03.2013.

Dear Sirs,

Your above referred offer for supply of 4.5 – 6 Cum HDBH Shovel 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) (Ex works Mysore)	Extended Value (Rs)
1.	THCM MAKE EX1200V Diesel Powered Hydraulic Excavator with Rock Bucket attachment of capacity 5.6 m3 SAE (2:1) rated capacity, Accessories, Spare Parts, Training, Installation, Commissioning and Testing to coal mining projects of BCCL, Dhanbad. as per Technical Specifications included in Section VI Attachments. <i>Details as per Annexure enclosed.</i>	03 Nos	28293807.00	84881421.00
2.	ED @ 12.36%		3497114.55	10491343.65
3.	VAT @ 5%		1589546.08	4768638.24
4.	Freight Charges		NIL	NIL
5.	Transit Insurance		NIL	NIL
	Total (Equipment)	03 Nos	33380467.63	100141402.89
6.	Spares for 1 st Year(Ex works Jamshedpur) As per Annexure-B		114377.13	343131.39
7.	ED @ NIL		NIL	NIL
8.	VAT @ 14%		16012.80	48038.4
	Total (Spares 1st Year)	03 Sets	130389.93	391169.79
9.	Lubricants(Consumables) for 1 st Year (Ex works Jamshedpur) As per Annexure-B		2466473.43	7399420.29
10.	ED @NIL		NIL	NIL
11.	VAT @ 14%		345306.28	1035918.84
	Total (Lubricants(Consumables) 1st Year)	03 sets	2811779.71	8435339.13
	Equipment , Spares (1st Year) & Lubricants(Consumables) (1st Year) landed Purchase Value		36322637.27	108967911.81

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 TATA HITACHI CONSTRUCTION MACHINERY COMPANY 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 5000 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	NIL	384.00
2	1275.00	411.00
3	3217.00	436.00
4	2250.00	462.00
5	3708.00	489.00
6	2399.00	519.00
7	1485.00	550.00

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

2. **TOTAL PURCHASE VALUE (Equipment):** Rs 108967911.81 (Rupees Ten Crore Eighty Nine lakhs Sixty Seven Thousand Nine Hundred Eleven Paise Eighty One) only. The above price is on Ex-works – Jamshedpur & 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 @NIL for spares and Lubricants for 1st year.

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.

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:** VAT 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 @14% on spares & Lubricants (consumables) 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.**

6. **FREIGHT/TRANSPORTATION CHARGES INCLUSIVE OF SERVICE TAX: NIL.**

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-S**

9. **DELIVERY:** 01 No Shovel to be supplied within 6 months from the date of receipt of purchase order and rest at the rate of 1 shovel per month thereafter. 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.

Note Delivery of Last shovel shall be after clearance from this office.

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, Kusunda Area	BCCL	02 Nos	-
2	The Depot Officer, Regional Stores, Lodna Area	do	01 Nos	-
	TOTAL		03 Nos	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 & Lubricants for 1st Year the value of SECURITY DEPOSIT is Rs 10896792.00 or Rs 3632264.00 / Equipment.

The value of SECURITY DEPOSIT for MARC is Rs 2,69,80,233.00 or Rs 89,93,411/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 18 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 1,08,96,792.00 or Rs 36,32,264.00/Equipment

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

Name of Independent External Monitor is:

Justice Ashok Kumar Chakra barty (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

(A D Santhish)
Chief Manager (MM)

Enclosures:

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	<u>TECHNICAL SPECIFICATIONS comprising</u> SECTION-V SCHEDULE OF REQUIREMENTS; PART I,II, SCHEDULE OF REQUIREMENTS OF SERVICES, SECTION VI - TECHNICAL SPECIFICATIONS PREFACE - INSTRUCTIONS TO BIDDERS A.SCOPE OF SUPPLY, B.SPECIFIC SITE REQUIREMENTS, PART C GENERAL REQUIREMENTS, D.TECHNICAL EVALUATION CRITERIA, PART E EQUIPMENT SPECIFICATIONS PART F MAINTENANCE AND REPAIR CONTRACT (MARC), TECHNICAL COMPLIANCE CHECKLIST
2	ANNEXURE - B	List of Spares for 1 st Year, List of Lubricants (Consumables) 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	EX1200V Diesel Powered Hydraulic Excavator tool list
8	ANNEXURE - G	Quality Assurance Plan
9	ANNEXURE - H	Leaflet of EX1200V Diesel Powered Hydraulic Excavator.
10	ANNEXURE - I	Engine performance curves: QSK23-C
11	ANNEXURE - J	Schematic Diagram of Lincoln Lubrication System
12	ANNEXURE - K	<u>Auto Lube System</u>
13	ANNEXURE - L	EX1200V Diesel Powered Hydraulic Excavator Bucket volume calculation
14	ANNEXURE - M	Details of major bought-out items of TATA-Hitachi EX1200V Hydraulic Excavator
15	ANNEXURE - N	Description & layout of auto fire detection and suppression system.
16	ANNEXURE - O	Lubricant Change Schedule of EX1200V Diesel Powered Hydraulic Excavator
17	ANNEXURE - P	<u>Training schedule.</u>
18	ANNEXURE - Q	Erection Program for EX1200V Diesel Powered Hydraulic Excavator
19	ANNEXURE - R	<u>Maintenance schedule for EX1200V Diesel Powered Hydraulic Excavator</u>
20	ANNEXURE - S	Authorization for E-Payment.
21	ANNEXURE - T	Integrity Pact.
22	ANNEXURE - U	<u>Expected Life of Major Assemblies.</u>
23	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), Kusunda Area/ Lodna Area
- GM(Company Secretary), BCCL, Koyla Bhawan : Koyla Nagar,Dhanbad – in ref. to BCCL:CS:F-1(A):366 dated 06.05.2013
- GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad: in ref. to Indent Registration No 412170 dtd 09.10.12

Indent No	IR No of MM Divn	Qty (No)	Project/Area
R/S-BII/15/P&M/291/12/13 DTD 08.08.12	412170 Dtd 09.10.12	01	Block-II OCP, Block-II Area (Replacement requirement-4.5/5.0 Cum Electric Rope Shovel)
BCCL/IV/EXCVN/12/44 DTD 31.07.12	412170 Dtd 09.10.12	01	AKWMC, Katras Area (Replacement requirement-4.5/5.0 Cum Electric Rope Shovel)
RS/VI/CAP/12-13/31 DTD 01.08.12	412170 Dtd 09.10.12	05	Dhansar/ VOCP Kusunda Area (Replacement requirement-4.5/5.0 Cum Electric Rope Shovel)
BCCL/LA/R-S/12-13/64 DTD 31.07.12	412170 Dtd 09.10.12	01	S Tisra OCP, Lodna Area (Replacement requirement-4.5/5.0 Cum Electric Rope Shovel)

- GM(UMD),CMPDI Ltd,Gondwana Place,Kanke Road,Ranchi-8
- 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/ Kusunda Area/ Lodna Area,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 296.4C of the 296th BCCL Board meeting by the Board of Directors of BCCL and minutes communicated by Co.Secy vide BCCL:CS:F-1(A):366 dated 06.05.2013

For Equipment

New eBC no BCCL/C&B/CAP/REG/PN-126/SN-1/Ebc No 85 dated 16.05.2013 for Rs 26,39,11,328/-.

eFC/eBC No 18 Dated 24.05.2013for Rs 29,05,81,096.85/-

For MARC

Advance budget of Rs 61,42,58,070.66 by CM(F)C&B vide letter No BCCL/FIN(C&B)/12/D/194 dated 25/27.09.2012 for 2013-14 to 2019-2020

Additional Advance budget of Rs 10,52,14,873.34 by CM(F)C&B vide letter No BCCL/FIN(C&B)/12/D/409 dated 29.05.13 for 2013-14 to 2019-2020.

Chief Manager (MM)