

### BHARAT COKING COAL LIMITED

( A Subsidiary of Coal India Limited ) Office of the Chief General Manager(MM) **Materials Management Department** 

Commercial Block L-III, Koyla Bhawan: Koyla Nagar Dhanbad: 826005(Fax No- 0326-2230183)

### ORIGINAL BY REGD POST

Under jurisdiction of Dhanbad Court & Jharkhand High **PURCHASE ORDER** Court only.

Ref. No. BCCL/ PUR/570121-(III)/AA/E&M/Safety/Pneumatic Roof Bolting Machine/10-11/239 Dt.14.02.2012

M/S Allied Mining Company 204-B, Bajiprabhu Nagar Nagpur-440033 Fax No.91-712-2242159

Vendor Code:-New- 1/16/M/S/005, Old- 215016

Sub:- Supply of Pneumatic Roof Bolting Machine.

Ref:- Your Offer ref:NIL Dtd.28.02.2011 against our Tender enquiry no. BCCL/ PUR/570121-(III)/AA/E&M/Safety/Pneumatic Roof Bolting Machine/10-11/113 opened on 01.03.2011 read along with your

last letter dated 14.02.2012

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of 15 nos of Pneumatic Roof Bolting Machine (Material Code: 23541000006)

# **Scope For Supply:**

		Qty.	Basic Unit	Extended
SN	Description	( No.)	Rate (Rs.)	Value(Rs.)
	Pneumatic Roof Bolting Machine along with			
	accessories and other parameters as per			
1	Annexure-A	15	142955.00	2144325.00
	CST @ 2 %		2859.10	42886.50
	Packing & Forwarding		1500.00	22500.00
	Freight		1500.00	22500.00
	Total Value			2232211.50
	CMPDIL Inspection charge	0.80%		17857.69
	Service Tax on Ins. Charge	10.3%		1839.34
	Total contractual Value with inspection charge			2251908.53

# **TERMS & CONDITIONS:**

1. Payment Terms: 100% within 21 days of receipt and acceptance of the materials by the consignee or within 21 days from the date of receipt of supplier's Bill whichever is later by the consignee.

### 2. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	Allied Mining Co, 204-b, Baji Parbhu Nagar, Nagpur- 440033
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Indian Overseas Bank
	B.BRANCH NAME: (Including RTGS Code)	Ramnagar, IOBA0000875
	ADDRESS:	
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	440040003
	D. ACCOUNT TYPE:  (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	087502000000776

- 3. <u>Prices:</u>- FIRM and FOR Destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.
- 4. <u>DELIVERY SCHEDULE</u>:- You shall supply first 5 machine within 8 weeks and thereafter machines are to be supplied @ 5 machines per month. You shall supply 10 nos of Pneumatic Roof Bolting Machine, on successful operation, supply of the balance quantity shall be made after written confirmation from this office.

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

NOTE: Safe arrival of materials shall be your responsibility.

- 5. **Security Money**:- Exempted being Registered with NSIC.
- 6. Packing ,Forwarding,Freight & Insurance Charges:- Indicated Above.
- 7. Mode of Despatch:-By Road on F.O.R. Destination , Freight paid basis .

NOTE: Safe & sound delivery of stores at consignee's end must be ensured.

- 8. Excise Duty & Cess: Not Applicable in present case. If applicable, the same will be borne by firm.
- 9. CST: Extra @ 2% against issuance of form 'C' by consignee.
- <u>10. Performance Bank Guarantee</u> PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.
- **11.Inspection:** Pre-dispatch inspection by M/s CMPDIL, final inspection at consignee's end.

Pre-dispatch inspection of each consignment shall be carried out by M/s.Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s.CMPDIL(the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 0.80% of total F.O.R. Destination price with service Tax of 10.30%, is to be paid to M/s.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional Office as indicated above Final inspection shall be arranged by the consignee after receipt of the material at our destination. 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 or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

<u>12.Transit Insurance</u> – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

### 13. PENALTY FOR FAILURE TO SUPPLY IN TIME

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt

necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .

- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

### 14. PRICE FALL CLAUSE.

- i)The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM),Bharat Coking Coal Limited , Commercial Block , Level –III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.
- <u>15. Submission of Bills-</u> Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, pre-despatch inspection certificate and other relevant documents as per supply order, etc should be submitted to the Paying Authority through Consignee only.
- <u>16. Guarantee / Warranty</u> Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

### 17. Packing: Consignment shall be supplied in suitable standard proper packing.

- 18. Force Majure Clause If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, 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 it considers to be justified by the circumstances of the case and its decision shall be final.
- <u>19. Consignee</u> Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)
- 20. Paying Authority GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.
- **21. Issue of Road Permit**: Road Permit if required may be obtained directly from the Consignee under intimation to this office.
- 22. All disputes are subject to Dhanbad Court and Jharkhand High Court

# ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL BE STRICTLY AS PER OUR NIT.

This 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. This issues with the approval of the Competent Authority.

Yours faithfully, For & on behalf of Bharat Coking Coal Ltd.

(AK Choudhary) Chief Manager(MM)

Indent Ref No:-	Budget Certification Details		
BCCL/CGM(E&M)/F-		BCCL/FINANCE/P&R/BC/Mgr/11-	
C.Indent/Schemes/2010/113	dated	12/P&M/3/9/TCR dated 08.02.2012 for	
21.08.2010		Rs 22,51,908.53/-	
IR No:- 0121 Dt. 5.10.11			

# Copy to:

- 1. Depot Officer, Ekra Central Stores.
- 2. GM(F) MM Div, Koyla Bhawan
- 3. CGM( E& M), BCCL, Koyla Bhawan
- 3. CGM(E&M), CMPDIL, Gandhi Nagar, Kanke Road, Ranchi
- 4. SM(Tech Cell), MM Div, Koyla Bhawan.
- 5. Master File/Office Copy.

### **Physical Dimension:**

Stage : Three Stage
 Closed Height : 1230 to 1240 mm.
 Extended Height : 3050 to 3060mm.
 Weight : 35 to 40 Kg.(approx.)

Operation Air Pressure: 60 to 100 psi(0.55-0.69 N/sq.mm)
 Air consumption : 100 to 120 cfm(2.8-3.4 cu.m/Min)

7. Maximum Output torque: 250 lb-ft(339 N.m) +/-5%8. Maximum leg thrust at 90psi: 1700 lb-ft(7.56 KN)

9. Flushing : There should be provision for both air and water flushing either to be used at a time, for cooling the cutting tip and clearing of the debri.

10. Max.chuck speed : 950rpm. 11. Maxi.Noise Level : 84 dB

12. Drill chuck : As per requirement in the scope of supply with each machine

### Acessories:-

- 1.30 Mtrs. Air and Water Hose for operation with end fittings.
- 2, Oil lubricators.
- 3. Necessary tool kit for repair and maintenance along with manuals for each machine.
- 4. Drill Rod: 19mm/21mm with central hole for Air and water flushing shank for suiting, Drill bit size 25-27 mm.
- 5.25mm 27mm size stone drill bit suiting for the drill rods.

Note:-. Materials to be used for the cylinders shall not be Aluminium/Aluminium alloy will be finished with antirusting and anticorrosive coats/paints.

### SCOPE OF SUPPLY WITH EACH MACHINE

1. Pneumatic operated Roof Drilling Machine :- 1 No.

Consisting of Drive Head, Air Legs, control Arm

And carry Handle with provision of both air and

Water flushing either to be used at a time.

- 2.PVC Air Hose with end fittings(quick release coupling) :- 30 M Long
- 3. PVC Water Hose with end fittings(quick release coupling) :- 30 M
- 4.Oil Lubricator with quick release coupling on both ends :- 1 No.
- 5. Tool Kit for maintenance and repairs :- 1 Set.
- 6. Spares for one year of normal operation(as per Annexure-B)

7.Drill Rod 19/21 mm - 900 Long :- 5 Nos. -1800 Long :- 5 Nos.

-2400 Long :- 5 Nos.

8. Drill Bit - 25/27mm :-25 Nos.
9. Oil for lubrication :-200 lit.
10. Operation and Maintenance Manual :-1 Set

### 11. After Sales Service

You shall offer efficient and prompt after sales service and to ensure the availability of the spare parts and consumables throughout the life of the equipment. You must have trained service engineers who would attend the mine at regular intervals to carry out preventive maintenance of the machine.

Your service engineer would visit the mine every twelve weeks to attend the machine. A preventive maintenance is carried out once in every twelve weeks. This is to ensure near 100% availability of the machines at its full efficiency.

# ANNEXURE-"B"

The list of spares for operation and maintenance of the machine for one year is as below (as given by you)

SR NO	DESCRIPTION	PART NO	QTY
1	CIRCLIP	64732220	2
2	CIRCLIP	64732240	2
3	NYLOC NUT	74804100	10
4	O RING	76100410	6
5	O RING	76100440	6
6	O RING	76100470	6
7	CIRCLIP	76100570	2
8	CIRCLIP	76100580	2
9	FILTER	76100590	2
10	WATER SEAL	74600070	6
11	SEAL KIT 3 STAGE	76200340	2
12	WATER VALVE	76100460	1
13	AIR LEG VALVE	76100430	1
	AIR MOTOR		
14	VALVE	76100400	1