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BHARAT COKING COAL LIMITED  
( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Koyla Bhawan : Koyla Nagar  
Dhanbad : 826 005

GRAM ; KOKINGKOL  
(Phone No. 0326 – 2230181  
(Fax No. 0326 -2230183)

Ref. No.Pur/611040/TCRR Drill Bits/9-7/8" dia/11-12/245

dtd 17.02.2012

PURCHASE ORDER  
BY REGD.POST  
Vender code- 1/17/M/T/059

To  
M/s Sandvik Asia Private Limited  
Mumbai Pune Road, Dapodi  
Pune- 411012,India  
Fax : 020 27103133

Sub: Supply of 9-7/8 " size TCRR Drill Bits  
Ref: T E.No Pur/611040/TCRR Drill Bit/Excvt/domestic/e- tender/81 opened on 10.10.2011( off line )and on 11.10.2012 (on line) .  
Your offer no. SMC/3050C/RT dtd 7.10.2011 (off line) and subsequent on line offer and your letter ref. dtd 17.11.2011 and dtd 02.02.2012

Dear Sir,

With reference to above, we, for and behalf of BCCL ,here by place order for supply of 9-7/8" (inch dia) size TCRR Bits at the following specification, price terms and conditions:

Scope of supply

Sl #	Mat .Code	Item description	U/M	Quantity	Rate (Rs.)	Value (Rs.)
1	93030210131	TC RR DRILL BIT 9-7/8" size	No.	19	80000.00	1520000.00
					Sub total	1520000.00
					E.D. & ED cess @ 10.30%	156560.00
					Total	1676560.00
				Extra	CST @ 2 %	33531.20
				Landed	Grand Total	1710091.20

FOR Destination/Landed value- (Rs. Seventeen Lakh ten thousand Ninety one and paise twenty only )

**Technical specifications:-**

9-7/8 INCH DIA Air Blast Tricone Rock Roller, Tungsten Carbide Insert Drill Bits with 6-5/8 inch API regular pin connection suitable for very hard and highly abrasive sandstone rock formation with suitable nozzles for the above application. The bits should be capable of withstanding a pull down of 7000-9000 lbs/inch of bit dia as well as rotary speed of 0 to 100 rpm with constant torque of 1154 kg m ( 100000 lbs inch). The bits shall conform to the requirement of IADC code 7-2-3.

Make :Sandvik Asia Pvt Ltd

**Terms and conditions :-**

- 1.Price:** FIRM and FOR destination basis.
- 2. Excise Duty and Cess on ED:** shall be paid extra as applicable at the time of supply against documentary evidence . The current rate of E.D. is 10 % and rate of Education cess is 3 % on E.D. [Document](#) gate pass in favour of BCCL will have to be submitted along with the bill. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit

3. **Central Sales Tax:** Extra as applicable at the time of delivery against concessional Sales Tax Declaration form. Present rate is 2 %.

4. **Packing & Forwarding, Frt and Insurance&other Charges :** Nil

5. **Payment Terms:** 100% payment will be made within 21 days after receipt and acceptance of materials by the consignee or date of receipt of Bills by the consignee , which ever is later.

However no payment shall be made without receipt and acceptance of required Performance Bank Guarantee (PBG) by the paying Authority.

Payment would be made through e-payment the details of which is as under:

01.Name of the payee	Sandvik Asia Private Limited
02. Address	Mumbai Pune Road ,Dapodi,Pune-411012
03.Bank A/c no. of Payee	105077192904
04.Name of the Bank	HSBC Bank ,Pune (The Hong Kong & Sanghai Banking Corporation Limited)
05. Name of the Branch & Branch code	Bund Garden Road,Pune, CCU002
06.IFSC RTGS code	HSBC0411002

6. **Warranty/Guarantee :** Besides being fully responsible for the guaranteed meterage performance of the bits, you shall also for good quality of the materials, any manufacturing defects, bad workmanship, improper fitment damage during transit etc.

(a)**Average Guarantee Meterage (AGM):-**

Sl #	Item	Avg. Guarantee Meterage Req'd./ Bit	Total Guaranteed Meterage for a lot of 10 Bits
1	TCRR Drill Bit 9-7/8" dia	8094.25 mtrs	80942.50 mtrs

(b) **Minimum Meterage Guarantee(MMG) per Bit :-**

i) The Minimum Meter age Guarantee for the 9-7/8" inch TC TRR Drill Bits should be 30 % of Average Guaranteed Meterage ( ie 2428.28 mtrs) . In case of failure to achieve this minimum meterage , the failed Drill Bits shall have to be replaced free of cost by a new one within 30 days of receipt of information.

In case a batch of bits do not achieve the Total Guaranteed Meterage (Average Guaranteed Meterage X No. of bits), firm will have to supply additional bits to compensate the shortfall in total Guaranteed Meterage. In case firm fails to supply compensatory additional bits, proportionate deduction will be made on the basis of cost per meter (ie Landed price / Avg Guarantee meterage ) from their pending/future bills to recover the amount towards shortfall in total Guaranteed Meterage.

In case of Bits lost while in use payment will be made as if AGM is achieved.

The Minimum Meterage Guatantee (MMG) and Average Guarantee Meterage (AGM) will be considered for over burden drilling only. The meterage for the Drill Bit which has been used for drilling in both Coal and Over Burden or in Coal only, will have to be converted to composite meterage in overburden drilling using the formula given below:

Composite Meterage = Overburden drill (Mtr) + [Coal drilling(Mtr) divided by 3]  
in Over Burden.

AGM and MMG will be calculated on the basis of total meterage achieved by lot of 10 bits in order of date of issue from Central Stores, Jealgora to ascertain the performance of the supplied Drill bits against the order. However, the meterage given by Bits which fails to achieve this MMG; shall not be considered for calculation of Average Guaranteed Meter age

7. **Penalty for failure to supply in time/Price fall clause :** As per Annexure-I enclosed

8. **Paying Authority:** GM (F)MM, Purchase Finance Department, L- IV Commercial Block , Koyla Bhawan , BCCL, Koyla Nagar, Dhanbad, Jharkahnd. PIN : 826 005.

9 **Consignee:** The Depot Officer, Central Stores, P.O. Jealgora, BCCL, Dhanbad, Jharkahnd. PIN: 828 110.

10. **Security Deposit:**

You will deposit Security money in the form of DD/Bank guarantee of any scheduled Bank of 10 % of the order value (value means FOR destination price) within 15 days from the date of receipt of order otherwise the supply order will be cancelled and firm's performance will be kept recorded for the future dealings with them Security deposit should be refunded to the firm within 30 days of execution of the contract(Execution of contract means successfully completion of supply against the order).For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Validity of Bank Guarantee towards security deposit will be three months beyond the delivery schedule from the date of issuance of BG. However, this security money /Bank Guarantee may be converted to PBG with suitable validity period.

**11. Delivery :**

TC RR 9-7/8" INCH DIA DRILL BITS : The first lot should be supplied within 30 to 45 days from the date of receipt of order. The balance quantity should be completed within 140 days from the date of receipt of order in 2/3 lots. The first lot quantity should not be less than 40 % of the total quantity ordered (ie 8 Bits). Delivery schedule shall be reckoned from 10 th day from the date of order and the date of receipt of material at our store shall be treated as the date of delivery.

**12. Performance Bank Guarantee (PBG):-** You will submit a performance Bank Guarantee on scheduled/Nationalised Bank for 10% value of order (value means landed value), valid for 30 months from the date of first supply as a coverage towards the supplier's performance against the contract. No payment will be made without submission of PBG. If delivery period of supply is extended by any reason, the validity of the B.G. should be extended correspondingly. PBG shall be released after the expiry of validity period with the approval of competent authority if no claim/dispute is pending.

**13. Logo:** The item should be embossed with Logo/identification mark of the firm and/or serial no. preferably on the non wearing surface.

**14. Fitment Guarantee:** The tenderer should give guarantee of fitment of the drill bits in 250 mm Drill without any alteration, e.g., addition or deletion.

**15. After Sales Service:** The Firm will provide after sales service to the end user.

**16. Inspection** –Inspection shall be carried out at the consignee end after the receipt of materials.

**17. 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 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. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, 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 authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation 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 delays arising out of Force Majeure, the bidder will not claim 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 costs provided it is mutually established that Force Majeure Conditions did actually exist.

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

**18. Inspections and Tests :-**

i) 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.

ii) If the inspections and tests are conducted on the premises of the supplier or its subcontractor(s) 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 data, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This 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 representative's i.e. third party prior to the dispatch of the Goods.

**19. Mode of dispatch :-** By road on freight paid basis. Safe arrival of the drill bits at consignee end is your responsibility

20. **ED refund & Credit certificate:** The firm would submit certificate of auditor that refund / credit if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).

21. **Submission of bills :**

a) Supplier shall have to submit bills (six copies) to the consignee along with the consignment and challan with the requisite documents specified in the order, if any.

b) The consignee shall then send SR notes , challan, Inspection note and five copies of bills (including the original) and any other requisite documents as per supply order to the paying authority.

c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.

i) **General:**

Serial No. of Invoice

Description of the goods

Classification of the goods

Time and date of removal

Mode of Transport and vehicle registration

Rate of duty

Quantity and value of goods and Duty payable thereon

ii) Statutory particulars in respect of both the supplier and Consignee.

Supplier(Consignor)	Consignee: Central Stores Jeal gora,Dhanbad
Name &Address	Assessee BCCL- Bharat Coking Coal Ltd ,Lodna Area- X,Khasjeenagora,Dhanbad,Jharkhand-828115
TINno.	TINno.20801800089
JST no.	JST no. JH-14(R)
CST no.	CST no. JH(8)C
Circle/Subcircle-	Circle/Subcircle-Jharia Circle ,Dhanbad
Service tax regd no.	Service tax regd no. AAACB7934MST016
Cen Ex. Duty Regd no.	Cen Ex. Duty Regd no.AAACB7934MEM005
Range code-	Range code-Sindri code -04
Division code-	Division code-Bokaro code-01
Commissionerate -	Commissionerate Ranchi code -87

22. Price Certificate: you will certify on the body of the Bill that prices charged to BCCL is not higher than charges to any other Govt. Deptt./PSU including CIL or its subsidiaries

23. IEM: You have signed Integrity pact issued with NIT . Mr A K Chakraborty, (Retd Judge ) (Retired) BB-69, Sector -I, Salt Lake,Kolkata-700064, will be independent external monitor against it

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT ONLY

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- This purchase order/ contract is issued with the approval of the Competent Authority .This contract is concluded with the issuance of this order. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd

(A.K. Sinha)  
Sr Manager (MM)Pur

(L K Jha)  
Chief Manager (MM)Pur

Indent no. and date : CSJ1120003 dtd 16.11.2010 ,IR No. 611040 (11-12) dt. 26.04.2011

Budget Certification No. BCCL/H.Q/Pur-Fin/Store budget/11-12/other stores/OCP/04 dtd 14.02.2011 for Rs 68,39,239.74 and BC no. BCCL/H.Q/Pur-Fin/Store budget/adv budget/2012-13/other stores/OCP/02 dtd 14.02.2012 for Rs 16,05,460.62, Further FC no. 283 dtd 16.02.2012 ,other stores (OCP) for Rs 6839239.74 and FC no. 01 dtd 16.02.2012 for Rs 1605460.62 (Adv budget 2012-13) /other stores (OCP).

Copy to:

GM (Excv), Koyla Bhavan  
GM (F) MM, BCCL, Koyla Bhavan  
Depot Officer, Jealgora Central Store, Jealgora, BCCL, Dhanbad 828110  
Tech. Cell. MM Divn. Koyla Bhavan  
Office Copy/Master Copy  
CGM ,Special cell ,CMPDI,Kanke road, Ranchi.  
Mr A K Chakraborty, (Retd Judge ) (Retired) BB-69, Sector -I, Salt Lake,Kolkata-700064

Sr Manager (MM)Pur

Chief Manager(MM) Pur

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME / L . D. CLAUSE

The time and date of 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 delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in 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 en-cash 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.

The bidder must confirm the acceptance of this Penalty clause, which will not be altered.

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.

FORMATE OF PERFORMANCE GUARANTEE

On a non judicial stamp paper of Rs 250/=

1. Messers ----- a company having its office at -----  
 -----hereinafter called the Seller has entered into a  
 Contract No.-----dt.----- (hereinafter called the said Contract) with  
 Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and  
 conditions in the said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be  
 made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank  
 Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories  
 dispatched by the seller as security for the due and faithful performance of the terms of the said contract  
 and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of  
 any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller  
 agreed to give the guarantee herein after contained.

2. We,----- Bank Ltd. do hereby undertake to pay the amounts due and payable under  
 this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed  
 is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of  
 any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of  
 the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as  
 regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment  
 on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or  
 that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the  
 claim. However , our liability under this guarantee shall be restricted to an amount not exceeding -----  
 -----.

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come  
 into force from the date hereof and shall remain in full force and effect during the period that would be  
 taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of  
 the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase  
 certified that the terms and conditions of the said contract have been fully and properly carried out by the  
 said seller and accordingly discharged the guarantee .Unless a demand or claim under this guarantee is  
 made on us in writing on or before the ----- ( date to be given-----months from the date of  
 Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without  
 our consent and without affecting in any manner no obligations hereunder to vary any of the terms and  
 conditions of the said contract or to extend time of performance by the said seller(s) from time to time or  
 to postpone for any time or from time to time any of the powers exercisable by the purchaser , against the  
 said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we  
 shall not be relived from our liability by reason or any such variation or extension being granted to the said  
 seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the  
 purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties  
 would be for this provision have effect of an relieving us. The Bank further agrees that in case this  
 guarantee is required for a longer period and it is not extended by the bank beyond the period specified  
 above , the bank shall pay to this purchaser the said sum of ----- or such lesser sum as may  
 than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except  
 with the previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager ,  
 who has signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the  
 Contractor.

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person  
 for and on behalf of the Bank

Format of BG for Security deposit  
On a non judicial stamp paper of Rs 250/=

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfilment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ....(Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... We, the ..... Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.  
This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Dated .....day of .....  
For ..... Bank Limited.

Signature of the authorized person  
For and on behalf of