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

Phone: (0326)2230181
Fax: (0326)2230183
Under Jurisdiction of
Dhanbad Court and
Jharkhand High
Court only

Ref. No.: BCCL/ Pur/614017/Drill Rods/HEMM /14-15/16

dtd. 15.05.2014

REPEAT ORDER
BY REGD.POST

To
M/s Mining Machine Tools
Plot no 82, Industrial Area
Korba - 495681
(Chhattisgarh)
Fax-02266 459457

Old Vendor code - 215200
New Vendor code - 1/21/M/S/001
Vendor Type: Mfr

Sub: Supply of HEMM Drill Rods for Rotacoal /IDM Drills

Ref.: (i) Purchase Order No.: Pur/612182/Drill Rods/HEMM /13-14/104 dtd. 14.08.2013
(ii) Your acceptance letter no.: MMT/13-14/0332 dtd 24.01.2014

Dear Sirs,

With reference to above, we for and on behalf of BCCL, hereby place repeat order for supply of Drill Rods suitable for IR/Rotacoal /IDM Drills as per detailed specification, rate, value and terms and conditions mentioned below:

Sl. no.	Description	Part no.	Qty in no.	Rate in Rs	Value in Rs
01	Drill Rod suitable for IR, Rotacoal /IDM Drills size:5" outer dia, 25 feet length, wall thickness 1/2". Thread BECO with wrench slots at both ends for screwing and unscrewing arrangements	10HIN1372 / 94024015	06	27300.00	163800.00
	A) For tube / pipe: Seamless steel in single length. The material should be ASTM A-106 B grade			Sub Total	163800.00
	B) For pin & Tool Box joints: The material should be forged EN-19 suitably heat treated.			Extra Excise Duty with ED cess @12.36%	20245.68
	C) Thread: The thread should be phosphatised.			Total	184045.68
	MC: 11407280191			Extra CST @2%	3680.91
				Freight @Rs1000.00 each	6000.00
				Landed value in Rs.	1,93,726.59

Round of to Rs1, 93,726.00
(Rupees One Lakh Ninety Three Thousand Seven Hundred & Twenty Six Only)



BCCL

AKS

and
15/05/14

TERMS & CONDITIONS

01	Price:	Firm & F O R destination basis till completion of supply.
02	ED and Ed cess	Excise Duty extra as applicable at the time of supply. Quoted rate of ED mentioned at pre page. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit
03	CST	Extra as applicable within scheduled delivery period .Present rate is @ 2% as indicated above against Form 'C'
04	P/F Freight & Ins.	Freight extra @ Rs1000.00 each
05	Payment term:	100 % payment within 21 days from the date of receipt and acceptance of materials by the consignee or date of receipt of Bills whichever is later by the consignee .
06	Delivery:	The delivery should be completed within 30 days from the date of receipt of order. Delivery will be reckoned from the 10th day of issue of order.
07	Inspection:	Final inspection will be arranged by the Consignee at Consignee's end.
08	Warranty:	For each of the drill rods, the firm should give a warrantee for 18 months from the date of receipt and acceptance or 12 months from the date of fitment or 1500 working hours, whichever is earlier.
09	Price Fall & L.D. Clause:	Applicable as per purchase order no. : Pur/612182/Drill Rods/HEMM/13-14/104 dtd14.08.2013
10	Logo:	Drill rods should be embossed with the logo and serial no. of the firm at a non-wearing surface.
11	After Sales Service:	You shall provide after sales service to the end users.
12	Fitment Guarantee:	You shall provide guarantee of fitment of the drill rods in the above models of machine without any alteration, i.e. addition or deletion. The design of the drill rods should be exactly as per the OEM specification.
13	Submission of Bills:	100% value of bill duly stamped & pre-receipted Bill in quadruplicate as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, fitment certificate, and any other document specified in the order
14	Consignee:	The Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad.
15	Paying Authority:	GM(F),MM. Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	SD & EMD	Exempted as registered with NSIC.
17	Price Certification	You will certify on your bills that the prices charged are not higher than charged to any subsidiary of CIL, Govt. Department/Undertakings and others.
18	Inspection and Test Clause	<p>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.</p> <p>ii) If the inspections and tests is 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.</p> <p>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</p>

		<p>Purchaser.</p> <p>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.</p> <p>v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
19	Force Majeure Clause	<p>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:</p> <p>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.</p> <p>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 exists.</p> <p>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.</p>
20	Mode of Dispatch	The consignment should be dispatched by Road on freight paid basis.
21	Integrity Pact	You have signed the integrity pact issued with NIT. Sri Ashok Kumar Chakraborty (Retrd Judge), BB-69 , Sector-I , Salt Lake, Kolkata-700064 will be the 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 STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

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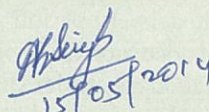
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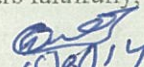
N.B:- This purchase order/ contract is issued with the approval of the Competent Authority.
This contract is concluded with the issuance of this order. An order copy is being forwarded to you.
You are advised to confirm the receipt of acceptance of the order within 15 days from failing which
this order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

This order is placed against Indent No.: Indent/Drill Rods/13-14/87 dtd 24.01.2014
IR no 614017(14-15) dtd 03.05.2014

Budget Certification No.: BCCL /HQ/Pur.-Fin./Store Budget/Advance Action Adhoc/14-15/Others
Store(OCP)/06 dated 14.04.2014 for Rs 1,93,727.00 and FC no. : BCCL/PUR-FIN/FC/55
dtd 15.05.2014 / Others Stores (OCP) /14-15 for Rs 1, 93,727.00

Encl : ANNEXURE-I


(A. K. SINGH)
Sub. Engineer (Excv)

Yours faithfully,

(U. KUMAR)
General Manager (MM) S & P

Copy to:-

- 1.General Manager (Excv.), Koyla Bhavan
- 2.Depot Officer, Jealgora Central Stores, BCCL, Dhanbad
- 3.GM (F) (Pur), Purchase Fin Deptt. Koyla Bhavan.)
- ✓ 4.Tech. Cell, MM Divn.
- 5.Office copy/Master copy
- 6.IM, Sri Ashok Kumar Chakraborty (Retrd Judge), BB-69 , Sector-I , Salt Lake,Kolkata-700064

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME

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 cancelling 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.

The supplier 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 sells the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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.

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