



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

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

Ref. No. BCCL/PUR/ 618164/TCRR Drill Bits 6-1/4"/19-20/08

Date: 07.05.2019

PURCHASE ORDER

SPEED POST

To,

M/s DRILBITS International Private Limited Plot no. 66, MIDC Estate, Satpur, Nashik- 422 007 (Maharashtra) Fax: 0253 2352710	Vendor code- 1/17/M/S/015
	PAN No: AACCD1726B
	GSTIN: 27AACCD1726B1Z8
	Vendor Type: Mfr.(MSE)

Sub: Supply of TCRR DRILL BIT SIZE 6 1/4" DIA

- Ref: 1. Our tender no. BCCL/PUR/618164/DRILL Bit 6-1/4/18-19/OTE/78 dated 04.01.2019
& opened on 12.02.2019
2. Tender Id: 2019_BCCL_126732_1
3. Your Letter Ref No. DBI/HO/BCCL/2019/6.1/4" TCT/Q-01 Dated 12.04.2019

Dear Sir,

With reference to above, we, for and behalf of BCCL, here by place order for supply of TCRR DRILL BIT SIZE 6 1/4" DIA at the following specification, price terms and conditions:

Scope of supply:

Sl. no.	Description	Qty.	Rate in Rs/Unit	Value in Rs
01.	TCRR Drill Bits (6-1/4" size) (Detailed description as per NIT)	60	32,900.00	19,74,000.00
			IGST @ 18 %	3,55,320.00
			Total landed value	23,29,320.00

Rs Twenty-Three Lakh Twenty-Nine Thousand Three Hundred and Twenty Only.

Technical specifications: -

6-1/4 INCH DIA Air Blast Tricone Rock Roller, Tungsten Carbide Insert Drill Bit with 3-1/2" 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 5000-6000 lbs/inch of bit Dia as well as rotary speed of 0 to 100 rpm with constant torque of 462 kg m (40,000 lbs inch). The bits shall conform to the requirement of IADC code 7-2-3.

Terms and conditions: -

1. **Price:** FIRM and FOR destination.
2. **Goods & Service Tax (IGST)** - Extra as legally applicable within the scheduled delivery period.
Present Rate is @18%.
The invoice shall be raised by you giving all the details as per GST Act / Rules so as to enable BCCL to avail Input Tax Credit.
E-Way Bill, if required shall be arranged by you.
3. **Packing & Forwarding & other charges-** Nil.
4. **Freight and Insurance Charges:** Borne by you.
5. **Warranty/Guarantee:** Besides being fully responsible for the guaranteed meterage performance of the bits, you shall also be responsible for good quality of the materials, any manufacturing defects, bad workmanship and improper fitment damage during transit etc.

6. OTHER IMPORTANT TERMS

A) MINIMUM METERAGE GUARANTEE (MMG)

The minimum meterage guarantee for the 6-1/4-inch TC RR drill bits should be 971 Meters.

The failed drill bit shall have to be replaced, free of cost by a new one within 30 days of receipt of intimation, in case MMG is not achieved by individual Drill Bit. If the supplier fails to supply new drill bit on FOC basis within stipulated period a penalty will be imposed @ 0.25% of landed cost of each drill bit for every month of delay from the date of intimation subject to a maximum of 10% of such drill bit. However, GM(Excv)/HOD will reserve the right to waive off any penalty in case the reason of delay is found to be beyond control of supplier/Natural calamity etc.

B) Average Guarantee Meterage (AGM)

The Average Guarantee Meterage should be 3237 Meters.

C) Per meter drilling cost will be calculated as follows:

The landed price of Drill Bit of F.O.R destination basis / AGM.

D) The minimum Meterage Guarantee and Average Guarantee Meterage will be considered as follows for overburden drilling only. The meterage for the Drill Bit which has been used for drilling in both Coal and Overburden 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]

AGM and MMG will be calculated on the basis of total meterage achieved by lot of 10 bits in order of date of removal of Drill Bit from Drill to ascertain the performance of their supplied bit against the order if awarded. However, the meterage given by Bits which fails to achieve this MMG shall not be considered for calculation of Average Guaranteed Meterage.

E) In case of batch of bits do not achieve the total Guaranteed Meterage (Average Guaranteed Meterage X No. of bits per lot) 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 basis of cost per meter from their pending/future bills to recover the amount towards shortfall in total Guaranteed Meterage.

In case even after supply of compensation Drill bit if it fails to achieve AGM, then the deduction of amount proportionate to short fall meterage for a lot as above will be made.

The calculation of Average meterage performance report: -

Depot Officer, C/S, Jealgora will compile performance report of Drill bits, calculate lot-wise shortfall meterage against AGM & take up with supplier for compensating additional Drill Bits. However, Excavation Department, HQ will monitor those Drill bits which could not achieve MMG.

F) In case of Bits dropped in hole while in use without achieving AGM, payment will be made as if AGM is achieved.

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

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

9 Consignee: The Depot Officer, Central Stores, P.O. Jealgora, BCCL, Dhanbad, Jharkhand. 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) i.e. **Rs 2,32,932.00** 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: Delivery schedule of the TCRR Drill Bits Size 6-1/4" Dia. is given as follows: -

(A) 60% of ordered quantity within 60 days.

(B) Balance 40% of ordered quantity within next 60 days. The delivery date shall be reckoned from the 10th day of issue of the order. Earlier supply will be appreciated.

12Payment Terms: 100% of the quoted price will be released against receipt and acceptance of Drill Bits by consignee and submission of acceptance bill, whichever is later, within 21 days.

In case, the amount of deduction exceeds 10% landed cost of supplied Drill Bits then, the amount will be recovered from PBG (Performance Bank Guarantee) by the paying authority. In case the total amount on account of shortfall exceeds 10% of PBG value, then the amount so calculated will be recovered from their bills or future bills

13. 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. (Format Enclosed).

14. Logo & SL. No. Embossing: The firm will confirm that the drill bits supplied by them would be embossed with their logo and serial number preferably at a non-wearing surface.



15. **Fitment Guarantee:** The firm will give a guarantee of fitment of the drill bits in 160 mm drills for above without any alteration e.g. addition or deletion.

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

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

18. 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 exists.

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.

19. 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 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.

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.

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

21. Submission of bills:

100% value of bill duly stamped & pre-receipted in five copies 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 guarantee certificate, and other relevant document as specified in the order.

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 Integrity Pact: You have signed Integrity pact issued with NIT.

1. Shri Aditya Prakash Mishra, IRSE (Retd.), Flat no: 24, Aster -1, Vatika City, Sohna Road, Sector – 49, Gurgaon-122003
2. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301 will be independent external monitor against this contract/order.

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.

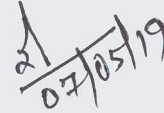
N.B:- This purchase order/ contract is issued with the approval of the Competent Authority .This contract is concluded with the issuance of this order.

Encl: Annexure-I, Appendix-I & Appendix-II

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


07/05/2019

(Mayank Shekhar)
MT(MM)


21/07/05/19

(B.B. Roy)
Sr. Manager (Excv) MM

Indent no. and date: INDENT/6 ¼” Dia TCRR Drill Bit /18-19/35 Dtd. 25.07.2018; 2nd Phase Dtd 02.01.2019

Budget Certification No. BCCL/H.Q/Pur-Fin/Store budget//Rev Bud/19-20/Other Stores (OCP)/05 Dtd 17.04.19 for Rs 93,17,280.00, e-BC no 19 Dtd 17.04.19 and FC no 03 dated 06.05.19 for Rs 93,17,280.00 & e-FC no. 11 dated 06.05.19.

Copy to:

1. GM (Excv)HOD, Koyla Bhawan
2. HOD (F) MM, Purchase Finance Deptt. BCCL, Koyla Bhawan
3. Depot Officer, Central Store, Jealgora, BCCL, Dhanbad- 828110
4. Tech. Cell. MM Divn. Koyla Bhawan
5. Office Copy/Master Copy
6. Shri Aditya Prakash Mishra, IRSE (Retd.), Flat no: 24, Aster -1, Vatika City, Sohna Road Sector – 49, Gurgaon-122003
7. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

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 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 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

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.



Appendix-I

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----dt.-----

---(hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the given.....(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,----- (Name of the Bank) 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,----- (Name of the Bank) 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 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-----period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., (Name of the Bank) 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 relieved 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 ,----- (Name of the Bank) 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :

Name of the Branch :

Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode platform is furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

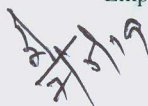
platform is furnished below:

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

For ----- Bank

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

Emp. Code.



Appendix-II

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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 fulfillment 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(Name of the Bank) 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(Name of the Bank) 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 (Name of the Bank) 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 (Name of the Bank) 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

Datedday of

For Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.

