



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)

SUPPLY / PURCHASE ORDER

**Under jurisdiction of Dhanbad Court
and Jharkhand High Court only.**

BY REGD.POST / SPEED POST

Ref: PUR/570000/RC for supply of UG Drill Rods/10-11/152

Dt.07/11/2012

M/s. Swastic Drilling Company Limited,
C-38,Sirgitti Industrial Estate,
Bilaspur(C.G.) - 495223
Fax No:- 011-23927644

**Sub: Supply of Drill Rods for U/G Mines Ref: Rate Contract No PUR/570000/RCfor
supply of UG Drill Rods/10-11/ 137 Dt. 30.08.10**

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Drill Rods for U/G Mines against above Rate Contract as per specification at the following price, terms and conditions.

SCOPE OF SUPPLY:-

SN	Description	Qty (Nos.)	Unit Basic Rate in Rs.	Extended Value in Rs.
1	“DM” Brand UG Drill Rods for Coal <u>Specification:</u> Diamond Section Drill Rods 1-9/16” dia solid plain shank with slotted Bit, suitable for accommodating 1-11/16” dia Drill Bits for Drilling in Coal.	1094	425.00	4,64,950.00
	Excise Duty			NA
	CST @ 2%			9,299.00
	Packing & Forwarding			Inclusive
	Freight & Insurance @ Rs,32.00/No			35,008.00
	Total Landed Value .			5,09,257.00

Total Contractual Value will be (Rupees Five lakhs Nine thousand two hundred fifty seven) only

The contractual details will be as under:-

Specification:

Diamond Section Drill Rods 1-9/16" dia solid plain shank with slotted Bit, suitable for accommodating 1-11/16" dia Drill Bits for Drilling in Coal. The drill Rod will be manufactured from EN-9 Steel conforming to IS 7868(latest). The Drill rod should be so heat treated as to obtain the following hardness figures:-

- a) Hardness at the core surface: 200HV +/- 10 counts
- b) Hardness at the fine surface : 240 HV = +/- 10 counts
- c) The difference in hardness at the above surface And fine surface will not exceed 50 HV with tolerance as per IS 7868(latest).

Length of Rod – 6 ft. (1.82 Mtr.)

TERMS & CONDITIONS:

1. **Payment Terms:** 100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

2. **Prices:** 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.

3. **DELIVERY SCHEDULE:**-- Commencing within 30 days or earlier from the date of receipt of order with 300 Drill Rods per month thereafter.

NOTE : Safe arrival of materials shall be your responsibility.

4. Security Money:- Exempted being Registered with NSIC.

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

6.**Transit Insurance** – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

7.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 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.

8) PRICE FAL 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.

9) **Submission of Bills through Consignee:-** Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority.

10) **Guarantee/Warranty:-** The item will be warranted against any manufacturing defects/workmanship for a **period of 12 months from the date of fitment or 18 months from the date of receipt and acceptance.** Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

11) **Force Majeure 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 of 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.

12) **Consignee:-** Depot Officer, Ekra Central Store, P.O. Bansjora(Sijua), Dhanabd, Jharkhand(Phone No: 0326-2230350)

13) **Paying Authority:-** GM(F)MM, MM Division, Koyla Bhawan.

14) **Issue of Road Permit:-** Road Permit if required may be obtained directly from the Consignee under intimation to this office.

15) **Direct Demanding Officer(DDO):-** GM(MM)/CGM(E&M) Or their authorized representative.

- 16) **Monthly Report:-** A monthly report with details of supply may be submitted to this office.
17) ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATION ALONG WITH SCOPE OF SUPPLY WILL BE STRICTLY AS PER RATE CONTRACT

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.

(M.Mehta)
Asst Manager (MM)

(AK Choudhary)
CM(MM)

MB Ref.	BC/FC Details.
MB- 2012-13	BC No:- BCCL/HQ/Pur-Fin./Store Budget/Rev Budget/ 2012-13/Other Stores (U.G)/17 against MB/07/(A)/K.B/12-13 dt. 13.09.2012 for Rs. 79,24,128/- FC No:- BCCL/PURFIN/FC/11 for Rs 5,09,257.00/- dated 07.11.2012 /other stores (U.G) 12-13

Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F)PUR. MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. SM(MM) (Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy