



**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. BCCL/Pur/613010/Button bit/13-14/128

Dtd: 24.09.2013

**PURCHASE ORDER
BY REGD.POST**

Vendor code- 1/17/M/T/059

Vendor Type: Mfr

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

Dear Sirs,

Sub: Supply of Button Bits suitable for DH4C.

Ref.: 1. Our Tender # Pur/612040/Button bit/DH4C&QL40/Excw/HQ/domestic/e tender/31
opened off line on 18.07.2013.

2. Your Offer no.: SM/138A/RT dated 16.07.2013.

With reference to the above, we for and on behalf of BCCL hereby place our order on you for the
supply of the following items as per rates and terms and conditions detailed hereunder:

Scope of supply:

Sl. No.	M. Code	Description	Qty (Nos.)	Landed price (Rs.)	Landed Value (Rs.)
01	93030210084	4-1/2" / 115 mm dia. Button Bit with exhaust tube suitable for DH-4C valve less hammers	14	9610.00	134540.00
ED @12.36%					16629.14
					151169.14
CST @2%					3023.38
Packing , forwarding ,freight ,insurance any other charges :Nil					
Landed value in Rs.					154192.52

Round of to Rs 154192.00

(Rs One Lakh Fifty Four Thousand One Hundred and Ninety Two only)

TERMS & CONDITIONS:

1. Price: FIRM and FOR destination.

2. Excise Duty and Cess on ED: ED extra as applicable. Present rate is @ 12.36%.

The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT
Credit

3. Central Sales Tax: CST @2% against form 'C'.

4. Packing & Forwarding and Insurance Charges: Nil



BCCL

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6. Payment Terms: 100% payment shall be made within 21 days of receipt and acceptance of materials or from the date of receipt of bills, whichever is later by the consignee.

7. Delivery: First lot will be supplied within 30-45 days from the date of issue of order and balance quantity will be supplied within 120 days from the date of issue of order. The first lot quantity will not be less than 50% of total ordered quantity. Delivery will be reckoned from the 10th day of issue of order.

8. Paying Authority: GM (F)MM, Purchase Finance Department, Commercial Block, Koyla Bhawan, BCCL, Koyla Nagar, Dhanbad, Jharkhand.

9. Consignee: The Depot Officer, Central Stores, P.O. Jealgora, BCCL, Dhanbad.

10. Security Money : The firm is required to deposit security money in the form of Bank Draft drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. Rs 15419.00 within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The BG for SD should be valid for three month beyond the delivery period.

11. Warrantee/ Minimum Meterage Guarantee (MMG): Minimum meterage Guarantee
The minimum meterage guarantee for the 4 ½ inch button bits should be 1400 mtrs per bit in over burden, in case of failure to achieve this minimum meterage the failed drill bits shall have to replace free of cost by a new one within 15 days of the receipt of the complaint

The minimum meterage guarantee will be considered for over burden 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
Composite Meterage in over burden = Overburden drill (Mtr) + [Coal drilling(Mtr) divided by 3]

12. Logo: The item supplied shall be embossed with Logo/ serial no. preferably at non wearing surface.

13. Fitment Guarantee: You shall provide fitment guarantee for the Drill Bits in the DH4C used in various models of Drill machines in the BCCL, without any alteration e.g. addition or deletion.

14. After Sales Service: You shall provide after sales service to the end user.

15. Inspection : Final inspection shall be carried out at the consignee end after the receipt of materials.

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

17. Inspectins and Tests: 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.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

18. Submission of Bill : Pre receipted stamped original bill for 100 % value along with Six copies along with L/R, packing list, delivery challan and all other documents if specified in the order viz. Fitment guarantee, Warrantee certificate, inspection certificate etc be submitted to the paying authority through the consignee.



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19. 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.

20. Mode of dispatch : By Road on freight paid basis.

21. Performance Bank Guarantee: You will submit a performance Bank Guarantee of scheduled /Nationalised Bank for 10% value of order (value means landed value)(ie Rs 15419.00), valid for three months beyond the expiry of Guarantee/warrantee period (ie 21 months) as a coverage towards the supplier's performance against the contract from the date of supply . This performance guarantee shall be for the performance of the contract/supply order. 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. (Format enclosed).

21. Jurisdiction : Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only.

22. You have signed Integrity pact issued with NIT . Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.

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.

This purchase order/ contract is issued with the approval of competent authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from failing which it will be presumed that the order has been accepted by you .



BCCL

9307-08

Indent No. & date:

Button Bit/2013-14/03 dated 23.01.2013

Budget certification No. & date:

Provisional BC no02 dtd. 27.02.13 for Rs 2, 25,753.00 eBC no 76 and FC no. 12 for Rs 2,64,192.00
dtd 18.09.2013. E-FC no 313

Encl: Annexure -I & PBG &BG Format

Yours faithfully,

A.D.Santhish

Chief Manager (MM)

For & on behalf of Bharat Coking Coal Ltd.

Copy to:

1. GM (Excv.), Koyla Bhawan.
2. GM (F)MM, Purchase Finance Deptt., Koyla Bhawan.
3. Depot Officer, Central Stores, Jealgora.
4. Technical Cell
5. Office Copy/ Master Copy.
6. IM: Mr Ashok Kumar Chakraborty (Retired Judge), BB-69 Sector I, Salt Lake, Kolkata-700064,



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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 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.

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.



BCCL

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FORMAT OF PERFORMANCE BANK GUARANTEE

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 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, ----- 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



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Format of BG for SD

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 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 the Bank.

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BCCL