

✓ Tech. Cell

Ref. No. BCCL/Pur/613010/Button bit/13-14/ 129

Dtd 24.09.2013



**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/13-14/129

Dtd: 24.09.2013

**PURCHASE ORDER  
BY REGD.POST**

TO  
M/s DYNADRILL EQUIPMENT PVT.LTD  
Plot # 2-199, Opp. Raju Colony  
Sai Baba Temple Road  
Balanagar, Hyderabad- 500 042 (A.P.)  
Fax: 040 23771245

VENDOR CODE – 1/23/M/S/009  
Vendor Type: Mfr

Dear Sirs,  
Sub: Supply of Button Bits suitable for QL 40Hammer.  
Ref.: 1. Our Tender No.: Pur/612040/Button bit/DH4C&QL40/Excw/HQ/domestic/e tender/31  
Opened off line on 18.07.2013.  
2. Your Offer no.: DYNA/BCCL/Q-1 dated 13.07.2013.

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	11465994892	4-1/2" / 115 mm dia. Button Bit suitable for QL 40 hammers	10	11000.00	110000.00
					110000.00
					CST Inclusive
Packing , forwarding ,freight ,insurance any other charges					Inclusive
Landed value in Rs.					110000.00

(Rs One Lakh Ten Thousand only)

**TERMS & CONDITIONS:**

1. **Price:** FIRM and FOR destination.
2. **Excise Duty and Cess on ED:** Nil
3. **Central Sales Tax:** Inclusive.
4. **Packing & Forwarding and Insurance Charges:** inclusive
5. **Freight:** Inclusive.
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.



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**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 :** Exempted being NSIC registered .

**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 QL 40Hammers 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. Inspections 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.

**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.



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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.

**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)(i.e. **Rs 11000.00**), valid for three months beyond the expiry of Guarantee/warranty period (i.e. 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.

Indent No. & date:

Button Bit/2013-14/03 dated 23.01.13

Budget certification No. & date:

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

Encl: Annexure -I & PBG Format

Yours faithfully,

A.D. Santhosh  
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 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.

**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.



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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 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

*(Handwritten signature)*



BCCL