



**Bharat Coking Coal Limited**  
**(A Subsidiary of CIL)**  
**Office of the Chief General Manager (MM)**  
**Koyla Bhawan: Koyla Nagar**  
**Dhanbad-826005,**

**Ph- 0326-2230181, FAX: 0326-2230183, GRAM: KOKINGKOL**

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

**SUPPLY / PURCHASE ORDER**

**BY FAX/REGD POST**

Ref.No: BCCL/Pur/712044/ Anchorage Testing MC/12-13/62

Date: 29.06.2013

To

M/s Progressive Machine Tools  
5, Industrial Estate, Jagdish Patti,  
Jaunpur – 222 002  
Uttar Pradesh, India  
FAX:- 05452-261450

Vendor Code:- New: 1/06/M/S/005  
Old: 228806  
E-Mail:- sales@pmtpl.com

Sub: - Supply of Anchorage Testing Machines.

Ref: Your offer no PMT/BCCL-222/2012 dated 18.08.2012 against Our Open Domestic E-Tender no BCCL/Pur/712044/ Anchorage Testing MC/12-13/32 due & opened on 21.08.2012 & Cover II (price bid) on 14.03.2013 and subsequent correspondence on the above referred tender with your last e-mail dated 12<sup>th</sup> June 2013.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Anchorage Testing Machines at the price, terms and conditions indicated here in,

**SCOPE OF SUPPLY:-**

Sr No	Item Description		Quantity (nos)	Unit Value	Extended Value
1	Anchorage Testing Machine, Model- 5050, Make - Progressive Machine Tools Detailed Specifications as per Annexure "A"	Unit Basic	50	67650.00	3382500.00
		CST as quoted against C Form		1350.00	67500.00
		<b>Unit Landed</b>		69000.00	3450000.00

Total Contractual Value will be Rs. 34,50,000.00 (Rupees Thirty Four Lakhs Fifty Thousand only)

#### TERMS & CONDITIONS:-

1. Prices: FIRM and FOR destination inclusive of Packing & Forwarding, Insurance & Freight.
2. Excise Duty : NIL, If applicable shall be borne by you.
3. CST : Shall be payable as Indicated above, within the stipulated delivery period.
- 4 .Payment Terms: 100% shall be made within 21 days from the date of receipt and acceptance of the material by the consignee or from the date of receipt of suppliers' bills, whichever is later.
5. DELIVERY SCHEDULE:-- Supply to commence within 6 weeks from the date of receipt of order and to be completed within 10 weeks . Delivery schedule shall be reckoned from the 10<sup>TH</sup> day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Any increase in the rate of taxes & duties beyond delivery period will be to your account. **NOTE : Safe arrival of materials shall be your responsibility.**
6. **Security Money:** You shall will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. The validity of BG will be for a period of 3 months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. **The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited.** The Bank Guarantee should be submitted on **Rs.250/-** non-judicial stamp paper .
7. **Inspection** – Final inspection shall be carried out at the consignee end after receipt of materials.
8. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.
9. **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 deliver 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 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.

**10. 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.

**11. Submission of Bills-** Pre-receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

**12. Guarantee /Warranty** - Materials supplied should be guaranteed for a period of 12(twelve) months from the date of use or 18 months from the date of receipt and acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

**13. Packing:** Consignment shall be supplied in suitable standard proper packing.

**14. 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 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.

**15. After Sales Service:-** Name and contact details of local person shall be as under:-

M/s Progressive Machine Tools,  
204-B, Sumitra Building, Polytechnic Road,  
Bekar Bandh, Dhanbad- 826001  
E-Mail: [sales@pmtpl.com](mailto:sales@pmtpl.com)

Contact Persons and Mobile Number:-

A.K.Singh - 09431121913

Promod Kumar - 09430374330

**16. Consignee** – Depot Officer, Ekra Central Stores, BCCL, Dhanbad.

**17. Paying Authority-** GM(F) MM, Koyla Bhawan.

**18. Issue of Road Permit:** If required, may be obtained from consignee directly under intimation to this office.

**19. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

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. These issues with the approval of the Competent Authority.

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

M.Mehta  
AM(MM)

(A.K.Choudhary)  
GM(MM)

**INDENT & BC/FC REFERENCE:-**

Indent no. and Date	B.C./FC no. & dt.
Indent No:- GM I/C (S&R)/2011 dated 21.12.2011.	BC No:- BCCL/C & B/CAP/Reg PN-27/SN-09/eBC no 181 dated 18.06.2013 for Rs 34,50,000.00 CAP 13-14, HEAD: P&M (SAFETY)
IR No:- 712044 dated 15/06/2012.	e-FC No:- 45 dated 25.06.2013 (HQ ) for Rs 34,50,000.00

Copy to:-

1. Depot Officer, Ekra Central Stores, BCCL, Dhanbad.
2. GM(F) MM, Koyla Bhawan .
3. GM I/C (S&R), Level- VI, Koyla Bhawan.
4. Justice Ashok Kumar Chakraborty (Retd) ,BB-69, Sector-I, Salt Lake, Kolkata-700064.
5. MM(Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. GM(MM), CCL,WCL,MCL,NCL,SECL

## **ANNEXURE 'A'**

### **Technical Specification Of Anchorage Testing Machine**

1. The Anchorage Testing Machine shall be of robust design to withstand any shock due to free fall from height of 1 m during use in the underground.
2. The body of machine shall be made of or coated with non- corrosive material.
3. The machine shall be capable of creating pull of 30Te for testing of the fully grouted Roof Bolts. You shall submit the test report from CIMFR or other Govt. recognized Test House with each lot of supply of the machines.
4. The overall weight of the machine with all assemblies shall not be more than 30 Kg.
5. The Bridge Assembly of the Testing Machine shall be of design approved by DGMS through Circular no 05 of 2002.
6. The material of the Pull Head for Bolt shall confirm to Class-4 IS- 1875 and shall be properly Heat Treated and Tempered.
7. The Bridge shall be made of Seamless Pipe confirming to IS-3601 latest version and Plate confirming to IS -2062/1992.
8. The Hydraulic Fluid used in the machine shall be Fire Resistant confirming to IS-7895 of 1975.
9. The Hydraulic Pump shall be capable of developing the pressure for creating pull load of 30 Ton.
10. The length of the hose shall not be less than 5 meter.
11. The Pressure Gauge of the machine shall be calibrated to show the reading up to 30 Ton and the calibration certificate from Govt. recognized testing house shall be supplied with it.
12. The machine should be guaranteed for 12 months from the date of installation of the machine or for 18 months from the date of supply whichever is earlier.
13. You shall have a local agent with infrastructure for supplying the spares and doing the petty repairs of the machine on request with payment after guarantee period.
14. You shall have to ensure prompt after sales service and operational manual should be supplied with each machine.

AM(MM)

GM(MM)