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	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 FAX/ REGD.POST

Ref no:- BCCL/PUR/112009/Jack Hammer Drill/12-13/92

Dt. 02.08.2013

To
M/s Holman Climax Manufacturing Company
10/9, R.K.Dev path
Titagarh- 700 119
Pgs(N), West Bengal, India
FAX: 033 2501 2212/2354

Sub:- Supply of Jack Hammer Drills.

Ref : Your Offer no Com/096/12-13/B77 dated 04.06.2012 against our Open Domestic E-Tender Enquiry No:- BCCL/PUR/112009/Jack Hammer Drill/12-13/08 dated 08/05/2012 due & opened on 19/06/2012, Cover-II(Price Bid) opened on 29/10/2012 and subsequent correspondences on the above tender, last being your E-mail dated 01.08.2013.

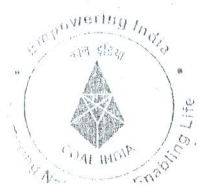
Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Jack Hammer Drill at the following price, terms and conditions:

1. SCOPE OF SUPPLY:

Sr No	Item Description		Qty	Basic Rate	Extended Value (Rs)	
1	Jack Hammer Drill machine complete with straight handle retainer and chuck for 4.1/4" x 7/8" Hexagonal Shank, "Holman-Climax" make Silver 30 (wet type)	Unit Basic	7 Nos	15,835.00	110845.00	
		Excise Duty @ 12.36%		1,957.21	13700.47	
		CST @ 2% against 'C' Form		355.84	2490.88	
		Freight		317	2219.00	
		Unit Landed		18,465.05	129255.35	
		CMPDIL Inspection charge @ 1.00%			1292.55	
		Service Tax on Ins. Charge @ 12.36%			159.76	
		Total Contractual Value				130707.66

Total Contractual Value: The total contractual value will be Rs 1,30,707.66 (Rupees One Lakh Thirty Thousand Seven Hundred Seven and Paise Sixty Six) only on F.O.R. destination basis inclusive of Inspection charges.



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Technical Specification of Jack Hammer Drill- Rotary cum percussive pneumatic jack hammer drill machine with water flushing system. Detailed as under-

- Weight of the machine - 22.6 kg
- Air Consumption rate - 97 cfm
- Cylinder Bore - 76 mm
- Stroke - 49 mm
- Blows per minute - 2360
- Working Pressure - 5.6 kg/cm²
- Air Hose Connection - 19mm
- Water Hose Connection - 13mm
- Overall Length - 108mm X 22mm
- Shank Size - 4.1/4" X 7/8"
- Water flushing system-required with a water pressure of 2-3 kg/cm² & suitable for rock breaking and drilling upto compressive strength 150 Mpa.

TERMS & CONDITIONS:

1. **Payment Terms:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.
2. **PRICE:** FIRM & On F.O.R. Destination basis
3. **Freight:-** As Indicated above.
4. **Excise Duty & Cess:** Will be paid extra at the rate applicable at the time of supply . Quoted rate indicated above.
5. **CST:** Will be paid extra at the rate applicable at the time of supply against issue of C form. Quoted rate indicated above.
6. **CENVAT:** For availing CENVAT credit, the following information must be contained in the invoice issued by you:
 - Serial number of the invoice ,
 - Registration number,
 - Address of the concerned central excise division,
 - Name of the consignee,
 - Description of the goods,
 - Classification of the goods,
 - Time and date of removal,
 - Mode of the transport and vehicle registration,
 - Rate of duty,
 - Quantity and value of goods and
 - Duty payable thereon.

THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		Ekra Central Store, Block - II Area, BCCL, Nawagarh, Dhanbad, Jharkhand - 828306
Tin No.:		20821500736
JST No.:		KT - 651 (R)
CST No:		KT - 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02
Division (Code		Dhanbad - Code - 02



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Commissionerate (Code):

Ranchi - Code - 87

7. DELIVERY SCHEDULE: Supply to be completed within 30-45 days or earlier from the date of receipt of order. However, keeping in view of our urgency, earliest delivery will be appreciated. Delivery period to be reckoned from 10th day of placement of order.

NOTE: Safe arrival of materials shall be your responsibility.

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

8. Performance Bank Guarantee – PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10% value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

9. Security Money: Not applicable being NSIC Registered Firm.

10. Inspection: Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:

- Checking and approval of test procedures/quality assurance plans.
- Verification of records and documents of your works.
- Verification of documents and test certificate of bought out items and cross checks. You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.
- Final testing and checking of materials as per specifications. M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1.00% of total F.O.R. Destination price with service Tax of 12.36% is to be paid to M/s. CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s. CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL. Please send inspection call to M/s. CMPDIL, Ranchi/ their Regional Office as indicated above. Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.



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

12. **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.

13. **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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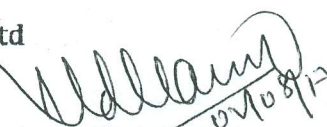
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- 14. Submission of Bills:** Pre -receipted stamped original bill for 100% value in four copies along with, delivery Challan in original, Guarantee/ Warranty certificate, pre-dispatch inspection certificate and other relevant documents as per supply order, etc should be submitted to the Paying Authority through Consignee only.
- 15. Guarantee /Warranty:** Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment 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.
- 16. Packing:** Consignment shall be supplied in suitable standard proper packing.
- 17. 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.
- 18. Consignee:** Depot Officer, Ekra Central Stores., P.O:- Bansjora (Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)
- 19. Paying Authority:** GM (F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.
- 20. Issue of Road Permit:** Road Permit if required may be obtained directly from the Consignee under intimation to this office.
- 21. All disputes are subject to Dhanbad Court and Jharkhand High Court**
ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL BE STRICTLY 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. This issues with the approval of the Competent Authority

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd


(M. Mehta)
A M (MM)


(A. K. Choudhary)
GM (MM) PUR

INDENT & BC/FC REFERENCE:-

Indent no. and Date	Budget Certification Details.
Indent No:-BCCL/CGM(E&M)/Central Indent/12-13/122 dated 06.02.2012	e-BC No: BCCL/C & B/CAP/Reg PN-15/SN-98/eBC no 210 dated 06.07.2013 for Rs 1,30,707.66/-
IR Ref No:- 112009 dated 07.04.2012	e-FC No:70 dated 01.08.2013 (HQ) for Rs 1,30,707.66/-

Copy to:

1. Depot Officer, Ekra Central Stores
2. GM (F) MM Div, Koyla Bhawan
3. CGM (F & M) , Koyla Bhawan , Dhanbad
4. CGM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
5. SM (Tech Cell), MM Div, Koyla Bhawan
6. Master File/Office Copy
7. GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL.
8. Shri Ashok Kumar Chakraborty, (Retd Judge), BB 69, Sector-I, Salt Lake, Kolkata-700064

