



(UNDER JURISDICTION OF DHANBAD ONLY)

Bharat Coking Coal Limited
 (A Subsidiary of Coal India Limited)
 (A GOVT. OF INDIA UNDERTAKING)
OFFICE OF THE GENERAL MANAGER (MM), HQ
Office At: WASHERY DIVISION
 Saraidhela, Post- Saraidhela
 DHANBAD-828127 (Jharkhand)
 Phone No. 0326-2222647 Fax No. 0326-2222644

SUPPLY/PURCHASE ORDER

UNDER JURISDICTION OF DHANBAD ONLY

Ref No. BCCL/Pur/912086/Carrying & Return Rollers/Bhojudih/12-13/24 Dt: 13.03.2013
 To, **BY REGD.POST / SPEED POST**

M/s AP Heavy Machinery and Engineering Ltd.

Kondapalli-521228

Email id: - aphmel@gmail.com

Fax No. 0866-2871350

(VENDOR CODE- 1/23/M/P/001)

Subject: - Tender No. BCCL/Pur/912086/Carrying & Return Rollers/Bhojudih/12-13/36,
Offline required documents opened on 18.09.2012 and On-line Techno-Commercial bid
opened on 19.09.2012.

Your Offer No. APHMEL/MKTG/2012/550 dated 05.09.2012

Your Letters No. 8987 dated 17.10.2012, No. 209 dated 07.12.2012

Dear Sirs,

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

SCOPE OF SUPPLY:-

Item No.	Description		Qty. in Nos. (B)	Unit Price (Rs) (C)	Total Landed Price (Rs) (B X C)
	Item	Belt Size			
5	Brackets for Carrying Rollers	1200 mm	750	358.00	2,68,500.00
6	Brackets for Carrying Rollers	1500 mm	170	358.00	60,860.00
Sub Total 1					3,29,360.00
Excise Duty @ 12.36%					40,708.90
Sub Total 2					3,70,068.90
CST @ 2%					7,401.38
Sub Total 3					3,77,470.27
Pre Dispatch Inspection @ 1%					3,774.70
Service Tax on Inspection @ 12.36%					466.55
Grand Total					3,81,711.53

Grand Total is Rs 3,81,711.53/- (Rs Three Lakh Eighty One Thousand Seven Hundred Eleven and Paise Fifty Three only)

NB: Drawings enclosed as Annexure I

TERMS & CONDITIONS:

Other terms and conditions of purchase shall be as follows.

1. **PRICE ON F.O.R. DESTINATION** basis inclusive of Packing & Forwarding and Freight & Insurance charges.
2. **ED and Cess thereon:** - shall be payable extra as applicable at the time of supply. The present rate is @ 12.36%.
3. **CST** shall be payable extra as applicable at the time of supply against Form C, to be issued by the AFM of the consignee. The present rate is @ 2%.
4. **DELIVERY:** - Within **Three Months** from date of receipt of approval of drawings from BCCL & the drawing shall be submitted by you to this office within 10 days of the receipt of this purchase order which shall be reckoned from the 10TH day from the date of issue of order. The date of receipt of materials at our stores shall be treated as the date of delivery.

Safe arrival of materials shall be your responsibility.

5. **TAX INVOICE:** - shall be submitted by you & it shall contain the following statutory particulars in respect of both **the Supplier** and **Consignee** besides other details regarding Invoice No & Date, Purchase Order No & Date, Challan No. & Date, Time of removal of goods, Transporter's Name, Mode of transport and vehicle registration No, Description of Goods & CETSH Code etc.

Full Address

VAT TIN No.

CST No.

State Sales Tax Regd. No., if any

S.S.I. Regd. No.

Central Excise Duty Regd. No

Central Excise Range (Code)

Central Excise Division (Code)

Central Excise Commissionerate (Code)

The Invoices must be submitted to the Consignee in 6 copies, out of which first copy must be marked as **“Original for Buyer”** and other copies as “Extra Copy” besides the copy marked as **“Duplicate for Transporter”** (for availing VAT Credit by the Consignee/ Area).

The INVOICE must exhibit each element of Taxes and Duties indicating the %age charged and rounding off to the nearest rupees (element wise) indicating the material value and affixed with a pre-receipted Revenue Stamp.

The CST Forms are to be claimed to the Consignee (respective AFMs of BCCL where it is registered within the prescribed time limit in the prescribed manner under CST Act.

6. **INSPECTION & TESTS:-**Pre-despatch Inspection of each consignment shall be carried out by M/s Central Mine Planning & Design Institute Ltd. (CMPDIL), Ranchi/ their Regional Office as per Terms & Conditions indicated here under.
Pre-Dispatch Inspection shall be carried out by M/s CMPDIL, as per their methodology. The third party Inspection shall include examination of raw material, Test certificate verification, continuous monitoring of quality assurance by Manufacturers which will include regular and surprise visits. In brief, the scope and condition of Inspection by M/s CMPDIL shall be as follows.

1. Checking and approval of Tests procedure/ Quality assurance plans.
 2. Verification of records and documents of your works.
 3. Verification of documents and Tests certificates 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 this shall be carried out at an independent test house at your cost.

Final Testing and Checking as per specifications

M/s CMPDIL shall have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection @ 1% of total FOR Destination Price with Service Tax @ 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 07 calendar days Notice shall be given by you to M/s CMPDIL for arranging inspection within stipulated delivery period as per the contract.

The ultimate responsibility of supply of correct material as per requirement of relevant specification lies solely with you even though clearance/acceptance by Inspecting Authority i.e. M/s CMPDIL has been accorded during Pre Dispatch Inspection.

The Manufacturer shall be required to replace the material free of cost if found defective/unserviceable/not according to relevant specification.

The charges for Third Party Inspection and the cost of the materials that would be required for Destructive Tests, if any, shall be reimbursed by BCCL together with consignment billing. Such costs shall be reimbursed only if it is duly certified by M/s CMPDIL.

You shall send Inspection call to M/s CMPDIL to GM (E&M), CMPDIL, Gondawana Place, Ranchi- 834001.

Final Inspection shall be arranged by the consignee after receipt of the material at the destination.

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

7. PAYMENT TERMS: -

100% payment shall be released within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills complete in all respects, whichever is later, against submission of Performance Bank Guarantee as per clause 19 of this order, warranty & guarantee certificate, pre-despatch inspection report and any other document specified in this order.

The payment shall be made by “Electronic Fund Transfer” (EFT) or e-payment. You are therefore requested to indicate EFT No. & other relevant details like their bank a/c no, Bank Name, Address, Branch Code, Account No. & EFT No. in bill (s).

8. BANK DETAILS:-

Bank Name	S B I
Branch Name	Patamata Autonagar Gate
RTGS Code	-----
Address	Vijayawada, Dist. Krishna, Andhra Pradesh
9- Digit Code No of the bank & branch	-----
Account Name	-----
Account Type	Cash Credit

Account No	10344647248
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9. **CONSIGNEE /DESTINATION POINTS:** - Depot Officer Bhojudih Coal Washery, P.O.-Santhaldih, Dist. Purulia, WB.
10. **PACKING:** - Packing of all the materials shall conform to the requirements of the carriers to ensure safe delivery of the consignment.
11. **PAYING AUTHORITY:-** Area Finance Manager, WASHERY DIVISION
Saraidhela, Post- Saraidhela DHANBAD-828127 (Jharkhand)
12. **ISSUE OF ROAD PERMIT:** - Road Permit if required may be obtained directly from the Consignee under intimation to this office.
13. **SECURITY MONEY:** -- Exempted being in Govt. Sector.
14. **DENTIFICATION OF MARK:** - Manufacturer's distinctive identification mark/ symbol as also the part no. must be clearly embossed/ punched/ engraved on each and every item, as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time. Apart from this a tag may be attached in each part/ item giving identification mark, part no. and description. However, for high precision items where embossing/ engraving /punching is not possible shall be packed separately & packing cover/ box/ case shall be tagged with the Identical Mark or Identification Mark be put by Metal Marker.
15. **LIQUIDATED DAMAGES CLAUSE:** - In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:
 - a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.
 - b)To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
 - c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also-
 - d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed shall not be more than the agreed liquidated damages referred to in CLAUSE (a) above.
 - e) Whenever under this contract any sum of money is recoverable from any payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
 - f) To forfeit the security deposit fully or in part.

16. **RISK PURCHASE:-** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited.
17. **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 hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.
- a) The successful bidder will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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 delay arising out of Force majeure, the bidder will not claim the 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 cost provided it is mutually established that the force majeure conditions did actually exist.
18. **GUARANTEE/ WARRANTY: -**
- The tenderer shall give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.
- Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.
19. **PERFORMANCE BANK GUARANTEE:-**
- A) The Performance Bank guarantee as per format at Annexure II shall be submitted by you for 10% (ten percent) of order value to cover both satisfactory performance and warranty. The performance guarantee for 10% (ten percent) of order value will be taken in the form of a Bank Guarantee in prescribed Format valid for 18 months from the date

of receipt and acceptance of the materials at site and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit. Security money if deposited may be converted in to performance guarantee. In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) provided the validity is 18 months from the date of receipt and acceptance of materials at site. PBG should not be less than 10% of landed value of order.

B) To arrive at the value of the Performance Bank Guarantee, the order value will be arrived at by adding all the Taxes & Duties applicable, such as Excise Duty, Sales Tax, pre-dispatch inspection charges, entry tax etc. to the Landed Value of the materials on order.

20. **PRICE FALL CLAUSE:** - The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period. If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.
21. **LOWEST PRICE CERTIFICATE:-** You shall submit a certificate along with your bill that the price charged by you against this tender is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.
22. **SUBMISSION OF BILLS:-** Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, Manufacturing test certificate, Pre-dispatch inspection certificate, and other relevant documents as mentioned in this order should be submitted to the Paying Authority through Consignee only.
23. **TECHNICAL SUPPORT & SERVICES:** – In addition to normal after sales & services, you shall render technical support & services to ensure proper fitment, proper usages, maintenance & satisfactory performance of the items supplied.
24. **MANUFACTURER’S TEST CERTIFICATE:-** You will submit ‘MANUFACTURER’S TEST CERTIFICATE’ along with supplies certifying that “items have been manufactured strictly as per best known design, has undergone strict quality inspection before supply and are covered under standard warranty for quality & workmanship”
25. **You shall provide literature, operation maintenance manual along with the supplies.**
26. **MODE OF DISPATCH:** – The stores shall be dispatched by road on freight paid basis
27. **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

28. ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER THE NIT OF THE ABOVE REFFERED TENDER.

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 within 15 days of the date of issue of this order as a token of acknowledgement & acceptance to this order or else it shall be construed that you have accepted the order for its execution on its terms & conditions.

Enclosed

Annexure I- Drawings.

Annexure II- Format for Performance Bank Guarantee.

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

(S. AHMAD)
AM (MM)

(P. K. NAYAK)
GM (MM)

INDENT REFERENCE

Indent No. and Date	Budget Certification/FC No. & dt.
1. 2030002/01/11 Dt 19.10.11	1. BC No. 02 Dt 06.03.12 for Rs 35,73,896.00/- (Rupees Thiry Five Lakh Seventy Three Thousands Eight Hundred Ninety Six only) for Bhojudih Washery 12-13. 2. FC No. 447. Dt 12.03.13 for Rs 28,50,640.90/- (RS Twenty Eight Lakhs Fifty Thousands Six Hundred Forty & Paise Ninety only, under the head other stores) for Bhojudih Coal washery

This order issues with the concurrence of GM (F), MM and approval by GM (MM), BCCL
Copy to:

1. CGM (I/c) (Ws), AFM,WD, SARAIIDHELA
2. Project Officer, Bhojudih, Coal Washery.
3. Depot Officer, Bhojudih Coal Washery.
4. Area Finance Manager, Bhojudih Coal Washery.
5. MM (Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. The GM (E&M), CMPDIL, Gondawana Place, Kanke Road, Ranchi-834001- With a request to arrange for pre-dispatch inspection on receipt of intimation for the same from the firm.

LETTER OF PERFORMANCE GUARANTEE

1. M/sa company having its office at.....(hereinafter called the supplier) has entered into a Contract No.....with Bharat Coking Coal Limited, Dhanbad (hereinafter called the Purchaser) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the contract will be made to the Supplier in terms of the said Contract on the seller furnishing to the Purchaser, a Bank Guarantee for the sum of Rs.....equivalent to 10% of the value of the contract 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 purchaser by reason of any breach by the said supplier of any of the terms or conditions contained in the said contract.

1. 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 Supplier of any of the terms or conditions contained in the said contract or by reason of the Supplier'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 purchaser and the supplier regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. 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 purchaser under or by virtue of the said Contract have been fully paid and its claims satisfied or purchaser certifies that the terms and condition of the said Contract have been fully and properly carried out by the said Supplier and accordingly discharges 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 the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
3. We, Bank Ltd. further agree with said 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/ agreement or to extend time of performance by the said Supplier(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 Supplier 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 of any such variation 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 said supplier beyond the period specified above, the Bank shall pay to the Purchaser the said sum of Rs..... (Specify the amount) or such lesser sum as may then be due to the purchaser and as the Purchaser may demand.

- 4. We,.....Bank Ltd lastly undertake not revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
- 5. The Bank has under its constitution power to given this guarantee and Mr. , Manager, who has signed it on behalf of the Bank has authority to do so.
- 6. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

DatedDay of.....

Signature of the authorized person
For and on behalf of the Bank