



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)
(Under jurisdiction of Dhanbad Court and Jharkhand High Court only.)

BY REGD.POST / SPEED POST

SUPPLY/PURCHASE ORDER

Ref.No: BCCL/PUR/570131/Exploder/Safety/10-11/Power India /118

Dt. 18/20.08.2011

To
M/S Power India,
C-12, YMCA Complex,
Maharaj Baug Road,
Sitabuildi Nagpur – 440 001.
Fax no:- 0712-2543122
Vendor Code:1/06/M/G/005

Sub: Tender no. PUR/570131/Exploder/Safety/10-11/E-Tender/156 opened on 25.04.2011.

Ref: Your offer No.PI/EXO/004 Dt. 19.04.2011 read along with subsequent correspondences and your last letter no: PI/EXP/004/Price Justification dated.12.07.2011

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of DGMS APPROVED EXPLODER detailed technical specifications placed at Annexure-“A” at the following price, terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Item Description	Qty	Unit Basic Rate	Extended Value
1.	DGMS Approved Exploder as per tech spec of NIT	67	10250	686750.00
	CST @2%			13735.00
	P&F		256.25	17168.75
	Freight & Insurance		307.5	20602.50
	Landed Price			738256.25
	Special Discount @6% overall			44295.38
	Total Contractual Value			693960.88

(Rupees Six Lakhs Ninety three thousand nine hundred sixty and eighty eight paise)
only

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.

Bank Details

Name of Bank	: Bank of Maharashtra
RTGS Code of bank	: MAHB-0000241 and ECS No:440014009
City	:Nagpur
Branch	:BharatNagar Branch, Amravati
A/C No	: 20004601747
Type of A/C	:CASH/CREDIT ACCOUNT

2. Prices: FIRM and ON FOR destination basis.

E.D: Not Applicable, if applicable will be borne by firm

CST: Will be paid extra @2% indicated above

Freight &Insurance: Indicated above

Discount: Overall 6% indicated above

Packing& Forwarding: Indicated above

3. **DELIVERY SCHEDULE:**--Within 8 to 12 weeks from the date of receipt of purchase order. Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

NOTE : Safe arrival of materials shall be your responsibility.

4. Performance Bank Guarantee – A Performance Bank Guarantee on schedule / national Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order (Value means FOR destination price including taxes , duties ,transportation & Insurance charges and other charges) must be submitted.

5. Security Money:- You 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 Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. 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. **For successful tenderers, 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 as per the format at **Appendix – 1**

For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

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

7. 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.

8. 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.

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

10. Guarantee /Warranty –

Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment/installation 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.

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

12 Force Majure 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.

13.Consignee – Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

14. Paying Authority-GM(Finance)MM, MM Division,BCCL, Koyla Bhawan., Koyla Nagar, Dhanbad.

15. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

16.Local Contact:- Mr Subash Acharya (09474182210) c/o AKASH ENTERPRISES, Near Jain Mandir, Shashtri Nagar (W), P.O & Distt Dhanbad.

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

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.

N.B:- This purchase order/ contract is issued with the approval of the Competent Authority.

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 Limited,

(Muni Lall)

(A.K.Chaudhry)

AM(MM)

CM(MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
CGM (S/R) /2010-11/ Dated 09-09.2010	Existing Code 7615 Account No. Capital vide No. P&M /BCCL/C&B/BE 11-12 Code No78 dt. 12.08.11 for Rs. 6,93,960=88

Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F), MM DIV, Koyla Bhawan.
3. GM I/C(S&R), Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
6. CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL.
7. Justice Ashok Kumar Chakraborty (Retd),
B B-69, Sector- I; Salt Lake, Kolkata – 700 064

(Muni Lall)

Asstt. Manager(MM)

(A.K.Chaudhary)

CM(MM)

ANNEXURE– “A”

TECHNICAL SPECIFICATION OF DGMS APPROVED MULTI SHOT EXPLODER

1. The Exploders shall be DGMS approved and suitable for use in coal mines of Degree I & II.
2. The supplier shall provide notarized copy of main DGMS approval at the time of supply. The supplier shall have valid DGMS approval at the time of supply.
1. The supplier will supply the instruction manual and demonstrate the function at the time of supply of Exploders.
2. The Exploders should be guaranteed for 12 months from the date of use of the machine or for 18 months from the date of supply whichever is earlier.
3. The supplier shall check the Exploders and issue the usability certificate at every three months or as desired by DGMS during the guarantee period of the exploders.
4. The supplier shall have facility(instruments and man power) of repair and maintenance of exploders at Dhanbad the full address with contact number of the local agent mentioned at para 16 of order.