



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. Pur/611049/Drill Rods/HEMM DrillM/e-tender/ 11-12/172

dtd. 5.11.2011

PURCHASE ORDER
BY REGD./SPEED POST

To
M/s. Vulcan Industrial Engg. Co. Ltd.
A-2/440, G.I.D.C.
Vithall Udyognagar 388 121
Dist. Anand, Gujrat

Vendor Code: 1/25/M/S/005

Sub: For supply of for HEMM Drill Rods
Ref: i) our tender No. Pur/611049/Drill Rods/HEMM Drill M/c/Domestic/
e-tender/ 11-12/27 Off line opened on 18.07.2011 on line opened on
19.07.2011
ii) Your offer no. No. VIE/2010-11/OBCCL20000173 dt. 02.07.2011
and letter dtd 22.09.2011

Dear Sirs,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of Drill Rods suitable for HEMM Drill Machines as per detailed specification, rate ,value and terms and conditions mentioned below:

<u>NIT</u> <u>SL.</u> <u>NO</u>	<u>DESCRIPTION/</u> <u>Mat code</u>	<u>PART NO</u>	<u>BASIC TECHNICAL</u> <u>DATA</u>	<u>QTY</u> <u>In nos</u>	Rate	Value in RS.
3	Drill Rod 11472990155	D06C020000046/ D06C0200000459	Suitable for Eimco Elecon 160D Drill, size : 5" outer diameter ,30 ft length, wall thickness :1/2", Thread : BECO and flat /hexagon head at rod ends for screwing and unscrewing arrangements.	02	34000.00	68000.00
Drill rod should be supplied with the following specification					Sub total	68000.00
Extra Excise duty and Ed.cess @10.30% against documentary evidence						7004.00
i)	For tube/Pipe : Seamless steel in single length.The material should be ASTM A-106 B grade			CST @2%		1500.08
ii)	For Pin and tool Box joints : The material should be forged EN-19 suitably heat treated			Landed value in Rs		76504.08
iii)	Thread: The thread should be phosphatised.					

TERMS & CONDITIONS

01	Price:	Firm & F O R destination basis till completion of supply.
02	ED and Ed cess	Extra as applicable within delivery schedule against documentary evidence. Present rate of ED is 10% & 3% on ED as ED Cess and &SHE cess
03	CST	Extra as applicable within scheduled delivery period .Present rate is @ 2% as indicated above against Form 'C'
04	P/F Freight & Ins.	Nil
05	Payment term:	100 % payment within 21 days from the date of receipt and acceptance of materials by the consignee or date of receipt of Bills whichever is later by the consignee
06	Delivery:	2 no of item no. 3 is to be supplied within 60 days from date of issue of order and remaining quantity within 150 days from date of receipt of order.
07	Inspection:	Final inspection will be arranged by the Consignee at Consignee's end.
08	Warranty:	For each of the drill rods, the firm should give a warranty of 18 months from the date of supply or 12 months from date of fitment or 1500 working hours, whichever is earlier.
09	Price Fall & L.D. Clause:	Applicable as per NIT
10	Logo:	Drill rods should be embossed with the logo and serial no. of the firm at a non-wearing surface.
11	After Sales Service:	You shall provide after sales service to the end users.
12	Fitment Guarantee:	You shall provide guarantee of fitment of the drill rods in the above models of machine without any alteration, i.e. addition or deletion. The design of the drill rods should be exactly as per the OEM specification.
13	Submission of Bills:	100% value of bill duly stamped & pre-receipted Bill in quadruplicate as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, fitment certificate, and any other document specified in the order
14	Consignee:	The Depot Officer, Central Stores , Jealgora , BCCL, Dhanbad.
15	Paying Authority:	GM(F),MM. Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	Performance Bank Guarantee	PBG of 10% of the value of the order (Order value means FOR Destination prices including taxes , duties, transportation, insurance or other charges if any) shall be submitted to MM division Koyla Bhawan on or before commencement of supply. The PBG is valid for three months beyond the expiry of Guarantee warrantee period.PBG may be submitted either for the entire order quantity at a time or for the quantity mentioned as per delivery schedule . (Format enclosed)
17	SD & EMD	Exempted as registered with NSIC.
18	Price Certification	You will certify on your bills that the prices charged are not higher than charged to any other subsidiary of CIL any other Govt. Department/Undertakings
19	Inspection and Test Clause	<p>i) 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.</p> <p>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.</p> <p>iii) Should any inspected or tested Goods fail to conform to the specifications, the</p>

		<p>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.</p> <p>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.</p> <p>v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
20	Force Majeure Clause	<p>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:</p> <p>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.</p> <p>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 exists.</p> <p>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. 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:</p> <p>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.</p> <p>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 exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder</p>

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21	Mode of Dispatch	The consignment should be dispatched by Road on freight paid basis.
22	Integrity Pact	You have signed the integrity pact issued with NIT. Sri Ashok Kumar Chakroborty (Retrd Judge), BB-69 , Sector-I , Salt Lake,Kolkata-700064will be the Independent External Monitor against it.
23	ED refund credit certificate	The firm would submit certificate of auditor that refund / credit if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT 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. An order copy is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

This order is placed against Indent No.:CSJ1120001 dtd 16.11.2010 (IR no 611049(11-12) dtd 14.05.2011

Budget Certification No.: BCCL HQ/Pur.Fin./Rev Budget/adv action/11-12/other stores OCP/06 dated 14.02.2011 for Rs.2638230.00 (Rs. Twenty six lakh thirty eight thousand two hundred thirty only) FC no. 187 dtd 29.10.2011

Encl : Annexure-I & Bank guarantee format

Yours faithfully,

(A K Sinha)
Sr Manager (Pur))

Copy to:-

General Manager (Excv.), Koyla Bhavan
Depot Officer, Jealgora C/ Stores, BCCL, Dhanbad
GM (F) (Pur), Purchase Fin Deptt. Koyla Bhavan.)
Tech. Cell, MM Divn./ Office copy
Master copy

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 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 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.

The supplier must confirm the acceptance of this Penalty clause, which will not be altered.

PRICE FALLCLAUSE.

- 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 sells the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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.

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 relieved 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