



(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

6, Lyons Range, 4th Floor, Purchase division,
Kolkata-700001 (West Bengal)

OFFICE OF THE CHIEF MANAGER (MM)

Phone No. 033-22304975; Fax No. 033-22304928

Web site no: www.bccl.gov.in

SUPPLY / PURCHASE ORDER

Under Jurisdiction of Dhanbad/Jharkhand Court only

Ref no: KOL/72/UB-SUB/Guillotine Shearing Machine/ADVT/WJ Area/2011/41 Dt:02.08.2011

To

M/s.S.K.Engineers,

Katras Road,

Dhanbad-826001 Jharkhand.

BY REGISTERED POST

Contact Person: Mr.Kuldip Singh Walia

Contact No: 09431121274(M); 0326-2304778

(Old Vendor Code No: 905320)

(New Vendor Code No: 1/13/M/G/363)

Sub: Supply of Guillotine Shearing Machine.

***Ref:** BCCL Tender No: KOL/72/UB-SUB/Guillotine Shearing Mcs/LTE/E-tender/10-11/18

Opened on 16.3.2011 against your offer no. SKE/588/2010-11 dt.14.03.11 read
along with subsequent correspondences and your last letter dated 03.06.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of Guillotine Shearing Machine for the following price,
terms and conditions:

1. SCOPE OF SUPPLY:

Sl No. Item	Qty	Basic Rate per unit	Value
1.M/s.Janta Rolling Shutter make "JANTA" brand Power Operated Over Crank type Guillotine Shearing Machine complete in all respect as per their Techno-commercial Bid And as per Annexure-'A' enclosed.	1 no.	`7,51,511.00	`7,51,511.00

`7, 51,511.00

J.VAT @4% - ` 30,060.44

`7, 81,571.44

(Rupees Seven Lakhs eighty one thousand five hundred seventy one & poise forty four 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 by the consignee

2. **Prices:** FIRM and FOR destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.

3. **DELIVERY SCHEDULE:** --To be supplied within 4 months or earlier from the date of receipt of 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. **Security Money** – You are requested to furnish a sum of Rs.78157.00 by way of Demand Draft payable at Kolkata or through a Bank Guarantee of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” as Security Deposit within **15days** which will be refunded after satisfactory completion of the order, otherwise order shall be cancelled and your performance shall be kept recorded for future dealings with you. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited.

5. **Inspection** – Final Inspection to be done at consignee's end by authorized representative of E&M department.

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

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 triplicate along with L/R packing list, receipted delivery challan in original, Guarantee/ Warranty certificate, Price Certificate and other relevant documents, should be raised and submitted to the to the paying authority through consignee for payment from the Paying Authority.

No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

10. GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE: -

- i)) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.
- ii) **Special Warranty Clause:** - If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty.

The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

iv) **A performance Bank Guarantee** on Scheduled / Nationalized Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order as a coverage towards the supplier's performance against the contract (in the standard format Appendix- II enclosed herewith), must be submitted within 20 days of placement of order. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R. destination price including taxes duties, transportation & insurance charges and other charges.

11. **Packing:** Consignment shall be supplied in suitable standard proper packing as per NIT

12. 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.

13. **Consignee –** Depot Officer, Regional Stores.Lodna Area,BCCL,Dhanbad.

14. **Paying Authority-** Sr.Manager (F)/HOD, BCCL, Kolkata.

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

16. **Installation & Commissioning:** If required shall be done by you free of cost, at site.

17. **After Sales Service:** The tenderer shall provide after sales service to the end user as and when required.

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

19. Price Certificate: You should submit a certificate along with bill as stated below

“The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date “

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. This issues with the approval of the Competent Authority.

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

Prepared by

S.Bhattacharya

(U.Bose)
CM (MM)

INDENT REFERENCE:

Sl. no	Indent no. And Date	Budget Certification no. & dt.	Indenting Authority
1	BCCL/LA/E&M/Cap. Indent/ 2010/05 dt.12.5.2010. IR No: 0078(10-11) dt.11.08.2010	BCCL/C&B/BE-11-12 no:73 dt.21.7.2011 for Rs.781571.44 under Head :CAPITAL from P&M Unit: Existing, Code-7610	Area Manager (E&M), Lodna Area.

Copy to:

1. GM (MM) PUR, BCCL, Koyla Bhawan, Dhanbad.
2. CGM (E&M), BCCL, Koyla Bhawan, Dhanbad.
3. GM (F) C&B, BCCL, Koyla Bhawan, Dhanbad.
4. Depot Officer, Regional Stores.Lodna Area, BCCL, Dist: Dhanbad.
5. Sr, Manager (F)I/C, BCCL, Kolkata.
6. MM (Tech Cell), MM Div, Koyla Bhawan, Dhanbad.
7. M/s.Janta Rolling Machine -with reference to your letter no.JRS/BCCL/44 dt.31.4.2011
8. Master File/Office Copy.

Detailed Technical Specifications

1) ITEM: POWER OPERATED SHEARING MACHINE:

“Janta Rolling Shutter” make “JANTA” brand Power Operated Over Crank type Guillotine Shearing Machine complete with following Technical Details:

- | | |
|----------------------------------|--|
| 1) Capacity Length | : 1500 mm. |
| 2) Capacity Thickness | : 08 mm |
| 3) Motor Power | : 10 HP, 440 Volt, 3 Ph, 1440 rpm, of reputed Make such as CROMPTON/GEC/KIRLOSKAR/SIEMENS/ABB/BHARAT BIJLEE- ISI Marked. |
| 4) Height of Bed from floor | : 675 mm. |
| 5) No. of cutting Edges of Blade | : 4 |
| 6) Make of Starter | : APEX/L&T/SIEMENS. |

Following Standard Accessories will be supplied with the M/C:

- i) One Set of Shear Blades with four edges fitted with the machine.
- ii) Guard for Gear & Driven Wheel.
- iii) Front Gauge.
- iv) Adjustable Rolling Back Gauge.
- v) Motor Plate.
- vi) One set of necessary maintenance tools.

CM (MM)

APPENDIX-II**Format of Bank Guarantee for Security Deposit:/PBG***(250 non-judicial stamp paper)*

Messers -----, a Company having its office -----
 ----- (hereinafter called the Contractor) has entered into a
 Contract No. -----dated ----- (hereinafter
 called the said Contract) with Bharat Coking Coal Limited (hereinafter called BCCL, Buyer) to
 supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will
 be made to the Contractor in terms of the said contract on the Contractor furnishing to the
 purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the
 value of order by the Contractor, 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 Seller of any of the terms and conditions
 contained in the said contract.

The ----- having its office at -----has at the
 request of Seller agreed to give the guarantee hereinafter 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 or any of the terms
 and 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 purchaser and the
 Seller regarding the claim. However, our liability under this guarantee shall be restricted to an
 amount not exceeding -----.

3. We, -----, 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
 conditions of the said contract have been fully and properly carried out by the said Seller and
 accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----
 -----(date to be given), we shall be discharged from all liability under this
 guarantee thereafter.

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4. We ,-----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our 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 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 Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,-----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated : Day of 20.....
for Bank Limited.

**Signature of the authorised person
for and on behalf of the Bank.**