

भारतकोकिंगकोललिमिटेड
एकमिनीरत्नकंपनी
(कोलइंडियालिमिटेडकीएकअनुषंगीइकाई)
सामग्रीप्रबंधनविभाग
कोयलाबन, कोयलानगर
धनबाद-826005,
CIN: U10101JH1972GOI000918
कमर्शियलब्लॉक L-III, फ़ैक्स- 0326-2230183
फ़ोननंबर-0326-2230181



Bharat Coking Coal Limited
A Miniratna Company
(A Subsidiary of Coal India Limited)
Material Management Department
KoylaBhawan, Koyla Nagar
Dhanbad- 826 005
C.I.N: U10101 J.H.1972 G.O.1000918
Website :www.bcclweb.in
Email. Id: gmmm.bccl@coalindia.in

P.O No- BCCL/PUR/719171/Dummy Body Rescue/19-20/LTE/19/20-21/25

DATED 22.07.2020

BY REGD.POST / SPEED POST

MSME

To

M/S YOUNG BROTHERS 4 - A RAMESHWAR SHAW ROAD KOLKATA - 700014 Phone: 9832252870	Vendor Code-1/19/M/S/024
	GSTIN No- 19ACXPA1019Q1Z3
	PAN no- ACXPA1019Q
	email- youngkolkata@gmail.com

Sub: **PURCHASE ORDER FOR PROCUREMENT OF ADULT RESCUE DUMMY BODY(MANIKIN)**

Ref. i) your offer against Our Tender No: BCCL/PUR/719171/Dummy Body Rescue/19-20/LTE/19 Dated 21.03.2020.
opened on extended date i.e. 30.05.2020 online.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for PROCUREMENT OF ADULT RESCUE DUMMY BODY(MANIKIN) to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. Scope of Supply:

item description	Make	Qty(Nos)	HSN Code	Basic rate/unit (Rs)	IGST@18% (Rs)	Extended Value inclusive of GST(Rs)
Adult Rescue Dummy Body.(Manikin) Make Young Brothers, Detailed Technical Specifications as per Annexure-A Material code: 93010997711	Make - Young Brothers	3	9023	₹ 1,65,000.00	₹ 29,700.00	₹ 5,84,100.00

The Total Order value will be ₹ 5,84,100/- (Rs Five Lakhs Eighty Four Thousand one Hundred only) inclusive of all taxes

- PRICES:** The above prices are FIRM & FOR destination basis
- GST:** a) GST shall be paid extra as legally applicable. Present rate is @18%as indicated above
b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
d) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.
e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.
- PACKING & FORWARDING:** NIL
- FREIGHT:** NIL, to be covered by the supplier
- TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk
- PAYMENT TERM:**
100% value of Dummy Body and accessories along with full taxes and duties will be paid against submission of bills, within 21 days after delivery of Dummy Body(Delivery means supply, installation &



commissioning of Dummy Body), receipt & final acceptance of material at site by the consignee upon presentation of certificate from GM(S&R) I/C or his authorized representative to the effect that the Dummy Body has been commissioned to their entire satisfaction or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.

Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS).

8. **DELIVERY PERIOD:** Delivery of materials shall be within 30 DAYS from the date of receipt of purchase Order. However, keeping in view of our emergency earliest delivery will be appreciated. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

9. **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows:
You shall warrant that the equipment supplied under the contract / supply order
(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
(b) is in accordance with the contract specifications.
(c) shall have no defects arising out of design, materials or workmanship.

This warranty shall remain valid for twelve (12) months from the date of receipt and acceptance of Dummy Body. If the Supplier, having been notified, fails to remedy the defect(s) within 3 weeks, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

The Supplier shall give one-year guarantee against any manufacturing defect of the Manikin from the date of commissioning at MRS Dhansar. The supplier's liability for the replacement of any defective portion / parts, faulty design of Manikin within three weeks from the date of getting information.

10. **PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE):** 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 this office.

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 you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

(c) To purchase elsewhere, after due notice to you, on your account and risk, 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

(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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

[Signature]

[Signature]

11. **SECURITY DEPOSIT:** 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 i.e. for Rs.58,410/- without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in NIT) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period .If you fail 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 supply, 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. 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. The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Security Deposit Bank Guarantee shall be issued by a scheduled bank in the format attached as Appendix-I

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

12. **PRICE FALL CLAUSE:** The supplier has undertaken in their offer that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the supplier to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the supplier to BCCL, if the contract has already been concluded.

13. **CONSIGNEE:** DEPOT OFFICER, EKRA CENTRAL STORE, BCCL

14. **PAYING AUTHORITY:** HOD(F) MM, KoylaBhawan, Dhanbad. (final commissioning to be done at Mines Rescue Station Dhansar)

15. **INSPECTION:**

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.

ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), 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 date, shall be furnished to the inspectors at no charge to the purchaser.



iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country 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 representatives prior to the Goods shipment from the country of origin.

v) Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall be carried out at the consignee end after receipt of materials by GM (S&R)/C or his authorized representative.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) 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.

16. **PRICE CERTIFICATE:** A Price certificate as stated below, should be submitted along with supply bill:

"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"

17. **SUBMISSION OF BILL:** Bill as per GST Act/rules (in six copies) along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.

The following Documents need to be submitted along with the supply/Bill:

- Consignment note
- Delivery Challan in original
- GST paying documentary evidence
- Warranty/Guaranty certificate/ Inspection note wherever required.
- Price certificate(as mentioned above in clause 16)
- Any other document specified in the Supply Order

Note: the above documents shall be forwarded to paying authority for payment by the consignee.

18. **PACKING:** The Supplier should confirm provision of proper packing of the goods to be transported by them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the order.

19. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.

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

This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

All other terms and conditions shall be applicable as per NIT.

This issues with approval of competent authority.

Yours faithfully,

For and on behalf of
Bharat Coking Coal Limited


(Sonu Gupta)
Dy.Mgr. (MM)


(Ramesh Kr. Singh)
CM (MM)



INDENT REFERENCE:

Sr.No	Indent no. and Date	BC & FC no. & dt.	Indenting Authority
1	MRS Dhansar vide BCCL/GM(R)/Store/Capital/19- 20/08 dated 21.08.2019 IR No: 719171 dtd. 21.03.2020	.BC.No : BCCL/C&B/Cap/Reg. PN-20/SN-126/eBC No-13 dtd. 09.07.2020 of Rs 5,84,100 /- under head P&M(safety & Rescue) New Job eFC no 05 dated 18.07.2020 for Rs 5,84,100 /-	GM(S&R) I/C

ENCL: Annexure 'A' for Technical Specifications
Appendix -I: Format of Bank Guarantee for Security Deposit

Copy to:

1. GM(S&R) BCCL.
2. Suptd (MRS), Dhansar
3. HOD(F)MM, BCCL. KoylaBhavan, Dhanbad.
4. Depot Officer, Central Store, Ekra
5. MM(Tech Cell), MM Div,KoylaBhawan
7. Office Copy/Master Copy

[Signature]

[Signature]



Annexure –A-Technical Specifications

Detailed Technical Specification: - DUMMY BODY: -

1. It should be designed as a "life like" adult Human male body for providing training at Mines Rescue Station training gallery as well as patient in Rescue competition and also suitable for handling, transportation after applying reviving / resuscitating apparatus during training operation. It should have nose, ear, eyes, mouth with human face, suitable to apply face mask of reviving /resuscitating apparatus during training operation.
It should have fingers in hand & foot for testing of liveliness during rescue training.
2. The whole body should be made of Tough Vinyl and with Zinc plated steel frame inside for longevity.
3. Fully articulated for positioning in widely diversified training environment.
4. During training with applying reviving /resuscitating apparatus the above-mentioned manikin can be suitably placed on a stretcher so that it can be mobilized during traveling in steep roadway for removal of victim from mines, steep inclined tunnels etc.
5. Weight =70 kg (approx.)
6. Approximate length of the dummy body (manikin) =6.0 ft.
7. Properly dressed.
8. You shall give one-year guarantee against any manufacturing defect of the Manikin from the date of commissioning at MRS Dhansar. The supplier's liability for the replacement of any defective portion /parts, faulty design of Manikin within three weeks from the date of getting information.
9. You shall supply operation, maintenance manual & tool kit with each dummy body (manikin).
10. Free training should be imparted to our personnel (actual user) at our site.
11. You shall ensure easy availability of spares and services till the life of the equipment.



APPENDIX -I
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad - 826005

Re : Bank Guarantee in respect of Agreement dated Day of 20 between
(Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company Firm having its office at No. hereinafter
called the Contractor has entered into an agreement dated (hereinafter called 'the said
agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply
..... stores/materials amounting to Rs on the terms and conditions
contained in the said agreement.

It has been agreed that (..... percent) payment of the value of the
stores/materials will be made to the Contractor in terms of the said agreement on the contractors
furnishing to the company a bank guarantee for the sum of Rs as security for due
repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The (Name of the Bank) having its Office at has at the request of
the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally
agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and
condition of the said agreement regarding repayment of the said sum of Rs or any of
them including the term for payment of interest for delay in deliveries or shall commit any breach of its
obligations thereunder, the Bank shall on demand and without any objection or demur pay to the
Company the said sum of Rs or such portion as shall then remain unpaid with interest
without requiring the company to have recourse to any legal remedy that may be available to it to compel
the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as
regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold,
payment on the ground that the contractor 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 the Company and
the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain
in full force and effect till the period that will be taken for the performance of the said agreement which is
likely to be the day of but if the period of agreement is extended either pursuant to the
provisions in the said agreement or by mutual agreement between the contractor and the Company the
Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of
Rs or such lesser amount out of the said sum of Rs as may be due to the Company
and as the Company may demand. This guarantee shall remain in force until the dues of the Company in
respect of the said sum of Rs and interest are fully satisfied and the company certifies that
the agreement regarding re-payment of the said sum of Rs has been fully carried out by
the contractor and discharges the guarantee.



The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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 Company the said sum of Rs or such lesser sum as may then be due to the Company out of the said advance of Rs and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is as below

Name of Bank State Bank of India

Name of Bank ICICI Bank

Branch name Main Branch Dhanbad

Branch name ICICI Bank, Dhanbad

A/C no. 35160317947

A/C no. 019605001057

IFSC Code SBIN0000066

IFSC Code ICIC0000196

OR

Dated this.....Day of.....20.....
Place.....

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

