



Under Jurisdiction of Dhanbad/Jharkhand Court Only

Bharat Coking Coal Limited

(A Miniratna Company)

A Subsidiary of **Coal India Limited**

Registered Office: Koyla Bhawan, Koyla Nagar, Dhanbad -826005

CIN:U10101JH1972GOI00091

Website: www.bcclweb.in

Material Management Department

Level-III, Commercial Block

Koyla Bhawan, Dhanbad-826005

(Fax No- 0326-2230183)

Phone No.0326-2230181

Email Id: gmmm.bccl@coalindia.in

Ref.No.: BCCL/Pur/119036/CS Gear 10T-SWL/PO/29

Date: 29.07.2020

Original by Regd. Post/E-mail

SUPPLY/PURCHASE ORDER

To,

M/s Shakticast Private Limited

P.O-K.G Ashram, Gosaindih, Govindpur Road,
Dhanbad, Jharkhand-828109

Mobile:- 91-9570000328

E-mail : Shakticast@gmail.com

GSTIN: 20AACC57786C1ZH.

Vendor Category : Manufacturer/MSE

PAN-AACC57786C

Sub: Supply of Cage Suspension Gear 10T-SWL

- Ref:**
1. Our Tender no: BCCL/Pur/119036/CS Gear 10T-SWL/19-20/OLTE/17 Date:-05.12.2019 opened on 31.12.2019 [Tender id: 2019 BCCL 157803 1]
 2. Your online Bid no. 473781 dated:-24.12.2019 & subsequent correspondence on the above tender, last being your letter no. SCPL/20-21/T-9719/Validity Extension dated 08.07.2020

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place PURCHASE ORDER on you for supply of following items as per rate, terms and conditions indicated below:

1. SCOPE OF SUPPLY: Cage suspension Gear 10T-SWL as per DGMS Circular with latest Amendment

The detailed description along with specification of the items, Qty. to be supplied, Unit Rate and Extended Value will be as under:

S. N.	Description	Qty (set)	Basic Rate (Rs/Unit)	Extended Value (Rs)
1	C S Gear 10T SWL [Make & Model: SHAKTICAST] (Technical specification will be as per enclosed Annexure-A)	01	225000.00	2,25,000.00
			GST 18 % [9%CGST+9% SGST]	40,500.00
			Landed Rate on F.O.R. Destination basis	2,65,500.00

(₹Two lakhs sixty five thousand five hundred only)

2. GST:

- a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 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) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
- e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- f) E-Way bill, if required, shall be arranged by you.

[Signature]
29/7/2020

[Signature]
29/7/2020

- g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

S.No.	Item	HSN code	GST rate
1	C S Gear 10T SWL	8430	GST 18 % [9%CGST+9% SGST]

- h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	Shakticast Private Limited
2	Constitution of Business	Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AACCS7786C
5	GSTIN	20AACCS7786C1ZH

3. **Input Tax Credit:** BCCL is entitled to avail input tax credit on account of CGST, SGST, IGST for indigenous products, IGST for imported products. Hence, set off allowed against CGST, SGST, IGST as per relevant tax act shall be considered for determining tender status for which bidders shall agree to submit following documents, at the time of supply, along with their bills for enabling BCCL to input tax credit.

- a) Invoice issued by the supplier should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017
- name, address and GSTIN of the supplier;
 - a serial number of Invoice (should not be hand-written)
 - date of its issue;
 - name, address and GSTIN or UIN;
 - name and address of the recipient and the address of delivery, along with the name of State and its code;
 - HSN code of goods or Accounting Code of services;
 - Description and quantity of goods or services;
 - total value of supply of goods or services or both;
 - taxable value of supply of goods or services or both taking into account discount or abatement, if any;
 - rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
 - place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
 - address of delivery where the same is different from the place of supply;
 - whether the tax is payable on reverse charge basis; and
 - Signature or digital signature of the supplier or his authorized representative.
- b) Vendors / service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.
- c) Bidder has to submit a declaration on invoice or as separate Annexure along with that CGST, SGST or IGST as mentioned in Invoice has been deposited and prescribed return has been uploaded on GST Portal as per the provision of GST Act and rules thereon.
- d) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply of West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. In case Supply Contract is concluded on you, your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.


29/7/2020


29/7/2020

- e) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of BCCL in the common portal of GST.
- f) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.
- g) If input tax credit claimed by BCCL is not admitted by tax authorities due to failure of bidder part in filling GSTP-I then loss to BCCL will be recovered from bidder dues or next Bill.
- h) Bidder is advised to pass on the benefit of Input Tax credit to BCCL as required under Section 171 of CGST act.

4. **Packaging & forwarding Charges:** Nil

5. **Transit Insurance Charges:** Nil

6. **Freight Charges (Unloading & Stacking):** Nil

7. **Mode of Dispatch:** By Road on F.O.R. Destination, Freight paid basis. NOTE: You will ensure safe & sound delivery of stores at consignee's end.

8. **Delivery Period:** Within 03(Three) months from the date of receipt of order.

The delivery schedule will be reckoned 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. **Consignee & Paying Authority:** Consignee & Paying Authority for this order will be as under:

Consignee:-The Depot Officer, Regional Store, P B Area, B.C.C.L.

Paying Authority: HOD (F)(MM) , Purchase Finance , Koyla Bhawan , B.C.C.L. , Dhanbad

10. **Payment Terms:** 100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

11. **Submission of Bills:** 100% value of bill duly stamped, signed & pre-receipted 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 following documents:

- | | |
|---|---|
| 1. Receipted delivery challan in original; | 2. Test Report as per relevant IS (if applicable); |
| 3. Consignee note (if applicable); | 4. Price Certificate; |
| 5. Packing list (if applicable); | 6. Documentary evidence of taxes payment, if claimed; |
| 7. Guarantee/ Warranty certificate; | 8. Copy of valid BIS license (if applicable); |
| 9. Any other relevant document, as per order. | |

NB: All documents to be submitted shall be duly authenticated. No payment will be made without submission of security deposit, if covered in order.

12. **COMPOSITE GUARANTEE/WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows:

The supplier 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.

Signature
29/7/2020

Signature
29/7/2020

Guarantee/ Warranty- Six years minimum from the date of installation as per DGMS Circular (approval) no.3 of 1979.

Warranty replacement should be completed within a reasonable period of maximum one month from the date of claim for indigenous goods and within three months from date of claim for imported goods free of cost upto ultimate consignee's end. All the cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the user's representative and supplier's representative.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

- 12. Security Deposit:** You are required to deposit 10% of value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any), i.e. ₹26,550.00 as security money in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

In case of SD in the form of BG, The Bank guarantee (as per enclosed format at Appendix-I) issued by the Bank on your behalf in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under 'Structural Financial Messaging System'. The details of beneficiary for issue of BG under SFMS mode are furnished 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

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. 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.

- 13. INSPECTION AND TESTS:** 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.

- 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.
- 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.
- 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.

- iv) 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, however, be carried out at the consignee's end.
- v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vi) 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.
- vii) All tests to be carried out as mentioned in Annexure A and relevant documents/test reports/certificates, wherever asked in the technical specifications, shall be submitted as specified.

14. 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 this office.

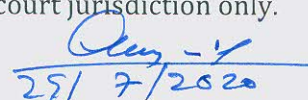
In the event of failure to deliver the stores within the stipulated date/ period in accordance with The samples and/or specification mentioned is the supply order, and in the event of breach of any Terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right

- 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 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
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost 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 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.

15. Price Fall Clause: The BIDDER undertakes 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 BIDDER 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 BIDDER to the BUYER, if the contract has already been concluded.

All disputes are subject to Dhanbad court and Jharkhand high court jurisdiction only.


29072020


29/ 7/2020

This contract is concluded with the issuance of this order. Two copies of the order is 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 order shall be deemed to have been accepted by you for execution.

Enclosures:

1. Annexure A (Detailed Technical Specifications & Parameters)
2. Appendix-I (SD Format)

INDENT & BUDGET CERTIFICATION REFERENCE:


Indent no. and Date	e-BC & e-FC Reference
Indent No:-PBA/AM(E&M)/2019-20/11 Dated:-24.04.2019 IR No.119036 dated:-27.07.2019	BC No: BCCL/C&B/CAP/REG.PN:03/SN:65/eBCNo:161 Dated:02.06.2020, Head: P&M Others, Sub Head - Safety Rescue, Unit Code: 2200, File Org. Authority: GM(P B Area), Amount: ₹2,65,500.00 eFC No: 92 Dated: 10.07.2020, Amount:- ₹2,65,500.00

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.



(Imran Ashja)
Deputy Manager (MM)



(A.K. Sinha)
Chief Manager (MM)

(This has got the concurrence and approval of competent authority)

Copy to:

- GM (PB Area), BCCL
- Depot Officer, Regional Store P B Area, BCCL
- HOD (F) (MM), MM Division, Koyla Bhawan
- GM(E&M)I/C, E&M Deptt, Koyla Bhawan
- MM (Tech Cell), MM Div, Koyla Bhawan
- Master File/Office Copy
- GM(MM) CCL/NCL/WCL/SECL/ECL/MCL
- ~~Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida-201301, UP~~
- ~~Shri Aditya Prakash Mishra IRSE (Retd.), Flat No.-24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurugram-122003, Haryana~~

Annexure 'A'

S.No.	Item Description	Quantity
1.	Supply of Cage Suspension Gear 10T-SWL	01 (one) Set

TECHNICAL SPECIFICATION FOR 10 T THIMBLE TYPE C. S. GEAR

- DGMS earlier approved C S Gear for 32mm Winding Rope, SWL-10T
- The set will consist of (a) 10T-SWL Rope cappel suitable for 32mm winding rope. (b) 10T -SWL Safety Hook with catch plate (c) 10T- SWL D-Plate with bridle chain, Shackles, Pins etc.
- Material and Manufacturing process, Heat treatment testing & examination etc will be as per guide lines of DGMS.
- Items offered will be strictly as per earlier approved DGMS drawing

IMPORTANT TERMS TO BE FOLLOWED FOR THE ITEM:**(A) The manufacturer shall:**

- Ensure Design, Material including chemical composition, Heat treatment, Manufacturing, Dimension and Factor of safety of the C S GEAR and its component shall conform to IS: 7587 Part I to VIII or its respective revised version.
- Ensure for sound construction, good finish, free from defects like cracks, roughness, deep tool marks, deep notches and made within permitted limits of tolerance of the dimensions comply with the relevant standards of BIS.
- Have adequate knowledge, facility of Forging, machining, drilling and finishing of C S GEAR and its components with manufacturing shall be done at the manufacturer's work and also strictly comply with DGMS Cir. (Tech. 1) of 2001 and fully responsible for quality.
- For those manufacturer who have no past approval of DGMS -Have conducted prototype test along with successful field trial in respect of the tendered item of same or higher rating in accordance with the referred DGMS Circular (-01 dated - 13.02.2015 with latest amendment) for same or higher rating, thereby obtained proven status in any mining company shall be considered against submission of documentary evidence of prototype test reports, field trial reports and proven-ness certificate issued by end user against their trial order.

(B) Testing and Examination:

- Each item shall be tested for its safe working load, Proof load, NDT, Chemical composition and Izod Impact test at any Govt. Approved laboratory or Test house accredited by NABL as per IS: 7587 (Part I to VIII) or its respective revised version and Furnish all test reports/certificates with each consignment of 10T C S Gear.
- The purchaser reserves the right to examine the testing as per relevant IS mentioned above at the time of manufacturing and supply.

(C) Marking: Each component shall be legibly and permanently stamped on non-wearable portion of the part as per relevant standard of IS: 7587 (Part I to VIII) or its respective revised version.

(D) Life: The life of C S Gear and its component shall be six years minimum from the date of installation as per DGMS Circular (Approval) no. 3 of 1979.

Signature
29/7/2020

Signature
29/7/2020

APPENDIX -I**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

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

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the 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 or to extend the time of delivery of the specified items in the Contract 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 forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations 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 Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

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.

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

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

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 mode are furnished below:

Name of Bank State Bank of India
Branch name Main Branch Dhanbad
A/C no. 35160317947
IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank
Branch name ICICI Bank, Dhanbad
A/C no. 019605001057
IFSC Code ICIC0000196

Datedday of

For Bank

Emp. Code.

Signature of the authorized person

For and on behalf of the Bank


29/7/2020


29/7/2020