



Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post: BCCL Township,

DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN no. U10101JH1972GOI000918

Email: gmmm.bccl@coalindia.in

(UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY)

ORDER NO. BCCL/PUR/820132/ Fish Bolt and Nut /20-21/LTE/104/03

DT.21.06.2021

BY REGD.POST / SPEED POST

To

M/s ACHARYA BROTHERS 135 B R B BASU ROAD, 3RD FLOOR, KOLKATA 700001	Manufacturer-MSE
	(Vendor Code- 1/19/M/T/027)
	GSTIN No- 19ADHPA8399N1ZQ
	PAN no- ADHPA8399N
	Email- acharyasafety@gmail.com

Sub: Order for Supply of M.S. Fish Bolt & Nut for different Areas of BCCL

Ref. i) Our Tender No- BCCL/PUR/820132/ Fish Bolt and Nut /20-21/LTE/104 dated 12.02.2021.

Opened on 08/03/2021 and all subsequent correspondences. Tender ID : 2021_BCCL_196765_1

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL hereby place purchase order on you for supply of M.S. Fish Bolt & Nut for different Areas of BCCL as per rate, terms and conditions indicated below:-

A. SCOPE OF SUPPLY: Technical specifications of M.S. Fish Bolt & Nut shall be as per Annexure-A

NIT ite m Sl no.	Item Description	Quoted Make	HSN	Qty (kgs)	Price element	Unit price (Rs/Kg)	Extended price(Rs)
1	M.S Fish Bolt & Nut- 16 mm x 65 mm (Technical specifications as per Annexure-A)	MAKE: AB MAKE	7318	1810	Basic Rate	79.00	1,42,990.00
					Packaging & forwarding, Freight and Insurance	Nil	Nil
					GST @ 18%	14.22	25,738.20
					Total Value		1,68,728.20

Total order value shall be Rs 1,68,728.20 (One lakh sixty eight thousand seven hundred and twenty eight and paise twenty only)

B. Terms & Conditions:

1	Price	Firm & F O R Destination basis.
2	GST	Extra as applicable at the time of supply as indicated above. Present rate of GST is indicated above a.GST shall be paid extra as legally applicable at the time of supply. Present rate as informed by you is indicated in scope of supply.

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		<p>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.</p> <p>c.You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.</p> <p>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.</p> <p>e.GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.</p>
3	Packaging & forwarding	<p>Nil. You shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. 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. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.</p>
4	Freight	Nil
5	Payment Term	100% payment along with full taxes and duties will be paid against submission of bills, within 21 days after delivery of M.S Fish Bolt & Nut, receipt & final acceptance of material at site by the consignee
6	Delivery	<p>Delivery to be completed within 60 days. The delivery schedule will be counted from today 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.</p>
7	Guarantee/ Warranty	<p>The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country. Materials should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of material at consignee end 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 30 days free of cost. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, 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.</p>
8	Force Majeure	<p>If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated</p>

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		under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.
9	L.D. Clause	<p>In the event of failure to deliver or dispatch the equipment / stores within the stipulated date / period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:</p> <p>(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment / stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or</p> <p>(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment / stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or</p> <p>(c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment / stores at the risk and cost of the defaulting supplier and also,</p> <p>(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.</p> <p>(e) To forfeit the security deposit fully or in part.</p> <p>(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.</p>
10	Price fall clause	<p>The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. And / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.</p> <ol style="list-style-type: none"> The currency of contract will mean the period till completion of supply. The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization, along with the offer. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."
11	Lowest Price Certificate	<p>A Price certificate as stated below, should be submitted along with supply bill:</p> <p>"The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry /</p>

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		Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."
12	Consignee	Depot Officer, Central Stores, Ekra
13	Paying Authority	HOD(F)MM.
14	Make & Brand	AB make
15	Inspection & Tests	Final inspection will be carried out at the consignee end by GM (E&M)I/C or his authorized representative.
16	Jurisdiction	All disputes are subject to Dhanbad Court and Jharkhand High Court only.
17	Lowest price certificate	shall be furnished along with each supply
18	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. <u>The following Documents need to be submitted along with the supply/Bill:</u> a. Consignment note b. Delivery Challan in original c. GST paying documentary evidence d. Warranty/Guaranty certificate/ Inspection note wherever required. e. Price certificate(as mentioned above in clause 12) f. Any other document specified in the Supply Order Note: the above documents shall be forwarded to paying authority for payment by the consignee.
19	Issue Of E Way Bill	The supplier shall generate E-Waybill, wherever required
20	Technical Specifications of M.S Fish Bolt & Nut- 16 mm x 65 mm	As per Annexure-A

All other terms and conditions shall be as per NIT and as per CIL purchase manual 2020

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

All other terms and conditions shall be applicable as per NIT and as per CIL purchase manual 2020.

This issues with approval of competent Authority

This contract is concluded with the issuance of this order. 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.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited

P.L.
21/6/21
(KARTHESH P)
AM (MM)

[Signature]
21.06.2021
(Ramesh Kumar Singh)
CM (MM)

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INDENT REFERENCE:

Sr.No	Indent no. And Date	BC & FC no. & date	Indenting Authority
1.	MB-7(B)/20-21/Indent/13 dated 5.09.2020 IR No: 820132 dated 11.02.2021	BCCL/HQ/PUR-FIN/Store Budget/Rev Bud/20-21/Other stores(UG)/16 dated 12.06.21 & EBC no. 60 dated 12.06.21 FC No: BCCL/PUR.FIN/FC/7 dated 16.6.2021 and e-FC no: 43 dtd 16.6.2021 for Rs. 181944.20	GM(MM), Dhanbad.

Enclosure:

1) Annexure A-Technical Specifications of M.S Fish Bolt & Nut-16 mm x 65 mm

Copy Distribution:

1. GM (E&M) I/C
2. HOD (F) (MM)
3. Office Copy/.Master Copy.
4. MM (Tech Cell), MM Div,Koyla Bhawan
5. Depot officer, central store Ekra

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ANNEXURE A
TECHNICAL SPECIFICATIONS OF M.S Fish Bolt & Nut-16 mm x 65 mm

1. DESCRIPTION & QUANTITY ALONG WITH TECHNICAL SPECIFICATIONS :-

Sl No	Material Code	Description of Articles	Unit	Quantity required
	1	2	3	4
1	94021100023	F P B & NUT 16MMX65MM	KG	1810

TECHNICAL SPECIFICATION OF FISH BOLTS & NUTS

1. DESCRIPTION & QUANTITY: The details of Description & Quantity is furnished as below:

Si No	Item	Size	Quantity
1	M.S Fish Bolt & Nut	16 mm x 65 mm	1810 kg

- a. M.S black Fish Bolts & Nuts for Fish Plate Cap oval Hex Nut as per IS: 8721/1978 with latest amendment.
- b. Brand name/make to be marked on the head of bolt.

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