


Under jurisdiction of Dhanbad Court and Jharkhand High Court			Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in	
Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN : U10101JH1972COI000918			SUPPLY/PURCHASE ORDER	
		UNDER JURISDICTION OF DHANBAD ONLY		

Ref No. BCCL/Pur/512134/Spares Rotary Breaker/Moonidih/15-16/240 Dated: 15.03.2016

To,
M/s McNally Sayaji Engineering Ltd.
PO Kumardhubi, Dist Dhanbad,
Jharkhand 828203
FAX No. -06540-273015.
Ph. 06540-273010/272235
(Vendor Code: 1/25/M/S/010)

By e-mail/Fax/Regd. Post

Subject: - Tender No. BCCL/Pur/512134/Sprs. Rotary Breaker/Moonidih/12-13/05 dated 23.04.2013 opened on 15.05.2013.
Your Offer No. 501260223/MKA dated 11.05.2013
Your letter Nos. 501260223/MKA dated 10.06.2013, dated 01.07.2013, dated 08.07.2013, dated 15.07.2013, dated 03.08.2013, dated 22.09.2014, dated 10.11.2014, dated 30.03.2015, dated 27.05.2015, dated 10.09.2015, dated 14.11.2015, dated 09.12.2015, dated 17.12.2015 and dated 12.01.2016.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for **Supply of Spares of Rotary Breaker** at the following price, terms and conditions:

1. SCOPE OF SUPPLY

Sl. No	Items	Material Code	Unit Basic Price (Rs)	Quantity (Nos.)	Final Price (Rs)
1	One Shaft Assembly for Shaft- E	30205010127	2,13,750	1	2,13,750.00
2	One Shaft Assembly for Shaft- F	30205010139	4,37,000	1	4,37,000.00
3	Spreader Beam	30205010142	1,04,500	12	12,54,000.00
4	Breaker Screen 130 mm holes	30205010154	61,750	48	29,64,000.00
5	Cone Plates	30205010162	29,925	8	2,39,400.00
6	Cone Liner Plates	30205010174	42,750	4	1,71,000.00
7	Discharge Spiral Counter Clockwise	30205010186	95,000	1	95,000.00
8	Trunion Fitted with, Shaft complete Assembly	30205010198	4,70,250	4	18,81,000.00
9	Lifter Shelf	30205010206	38,000	18	6,84,000.00
Sub Total I (A)					79,39,150.00

	ED @ 12.50 % (B)	9,92,393.75
	Sub Total 2 (C) = (A+B)	89,31,543.75
	JVAT @ 14% (D)	12,50,416.13
	Sub Total 3 (E) = (C+D)	1,01,81,959.88
	CMPDIL Inspection @ 1% (F) on E	1,01,819.60
	Service Tax including Swatch Bharat Cess Thereon on Inspection Charge @ 14.50% (G) on (F)	14,763.84
	Sub Total 4 (H) = (F + G)	1,16,583.44
	Grand Total (E+F+G)	1,02,98,543.32

Total value- Rs 1,02,98,543.32 (Rs One Crore Two Lakhs Ninety Eight Thousand Five Hundred Forty Three and Paise Thirty Two only)

NB Detailed Technical Specifications enclosed as Annexure I

The other Terms & Condition of purchase shall be as follows:-

- PRICES** are on F.O.R. destination basis inclusive of Packing & Forwarding, Freight & Insurance charges. Safe arrival of stores at destination shall be the responsibility of the supplier.
- ED & Cess there on** is payable extra as applicable at the time of supply. The present rate is 12.50%. You shall submit CENVATable invoice as per provisions in NIT, to enable BCCL to obtain CENVAT Credit.
- VAT:** - JVAT shall be payable extra as applicable at the time of supply. The present rate is @ 14%. You shall submit necessary documents as per provisions of NIT, to enable BCCL to avail credit on account of JVAT.
- TAX INVOICE CUM CENTRAL EXCISE INVOICE** shall be submitted by you & it must contain the following statutory particulars in respect of both **the Supplier** and **Consignee** besides other details regarding Invoice No & Date, Purchase Order No & Date, Challan No. & Date, Time of removal of goods, Transporter's Name, Mode of transport and vehicle registration No, Description of Goods & CETSH Code etc.

Full Address
VAT TIN No.
CST No.
State Sales Tax Regd. No., if any
S.S.I. Regd. No.
Central Excise Duty Regd. No
Central Excise Range (Code)
Central Excise Division (Code)
Central Excise Commissionerate (Code)

The Invoices must be submitted to the Consignee in 6 copies, out of which first copy must be marked as "**Original for Buyer**" and other copies as "Extra Copy" besides the

copy marked as “**Duplicate for Transporter**” (for availing CENVAT Credit by the Consignee/ Area).

The INVOICE must exhibit each element of Taxes and Duties indicating the %age charged and rounding off to the nearest rupees (element wise) indicating the material value and affixed with a pre-receipted Revenue Stamp.

The CST Forms are to be claimed to the Consignee (respective AFMs of BCCL) where it is registered within the prescribed time limit in the prescribed manner under CST Act.

5. **FITMENT GUARANTEE**: - You shall give a guarantee of fitment of the supplied parts without any alteration, i.e. addition or deletion.

6. **CONSIGNEE**: - Depot Officer Moonidih Coal Washery.

7. **DELIVERY PERIOD**:-

The successful bidder is required to SUPPLY THE ORDERED QUANTITY WITHIN 03 (THREE) MONTHS from the date of receipt of approved drawing from BCCL. You shall submit the general drawing within one month of receipt of order which shall be reckoned from the 10TH day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

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. Safe delivery of materials shall be your responsibility.

No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

8. **PAYMENT TERMS**:-

100% payment shall be released within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills complete in all respects, whichever is later, and against warranty & guarantee certificate, pre-dispatch inspection report and any other document specified in this order.

The payment shall be made by “Electronic Fund Transfer” (EFT) or e-payment. You are therefore requested to indicate EFT No. & other relevant details like their Bank A/c No, Bank Name, Address, Branch Code, Account No. & EFT No. in bill (s).

9. **BANK DETAILS**:-

Bank Name	State Bank of India
Branch Name	Specialized Commercial Branch, Dhanbad,
Branch Code	6541
IFSC Code	SBIN0006541
Address	Bank More, Dhanbad- 826001, Jharkhand
9- Digit Code No (MICR Code) of the bank & branch	826002017
Account type	Cash Credit Account
Account No	31033675147
PAN No.	AACCS5491A

10. **PAYING AUTHORITY**:- Area Finance Manager, WASHERY DIVISION,

Saraidhela, Post- Saraidhela, DHANBAD-828127 (Jharkhand).

11. **ISSUE OF ROAD PERMIT:** - Road Permit if required may be obtained directly from the Consignee under intimation to this office.
12. **SECURITY MONEY:** - You will deposit Security Money in the form of Bank Draft/ Bank Guarantee (**format as per Annexure –II**) of any schedule Bank for 10% value of the order (value means F.O.R destination price inclusive of all taxes & duties etc) within 15 days from the date of receipt of order. Bank draft should be drawn in favour of "BHARAT COKING COAL LIMITED" payable at Dhanbad. In case you fail to deposit the same, the supply order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you. Security Deposit shall be refunded to you, on request, within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited.
In case of submission of security deposit in form of Bank Guarantee, the validity of the same shall be for a period of three months beyond the expiry of the delivery period.
13. **INSPECTION & TESTS:** - Pre-despatch Inspection of each consignment shall be carried out by M/s Central Mine Planning & Design Institute Ltd. (CMPDIL), Ranchi/ their Regional Office as per Terms & Conditions indicated here under.
Pre-Dispatch Inspection shall be carried out by M/s CMPDIL, as per their methodology. The third party Inspection shall include examination of raw material, Test certificate verification, continuous monitoring of quality assurance by Manufacturers which will include regular and surprise visits. In brief, the scope and condition of Inspection by M/s CMPDIL shall be as follows.
- i) Checking and approval of Tests procedure/ Quality assurance plans.
 - ii) Verification of records and documents of your works.
 - iii) Verification of documents and Tests certificates of bought out items and cross checks

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else this shall be carried out at an independent test house at your cost.

Final Testing and Checking as per specifications

M/s CMPDIL shall have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection @ 1.0% of total FOR Destination Price with Service Tax @ 14.50% IS TO BE PAID To M/s CMPDIL along with Inspection call letter payable by DD, which will be reimbursed subsequently by BCCL together with consignment billing.

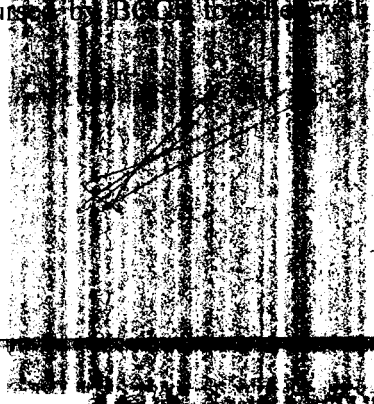
Minimum 07 calendar days Notice shall be given by you to M/s CMPDIL for arranging inspection within stipulated delivery period as per the contract.

The ultimate responsibility of supply of correct material as per requirement of relevant specification lies solely with you even though clearance/acceptance by Inspecting Authority i.e. M/s CMPDIL has been accorded during Pre Dispatch Inspection.

The Manufacturer shall be required to replace the material free of cost if found defective/unserviceable/not according to relevant specification.

The charges for Third Party Inspection and the cost of the materials that would be required for Destructive Tests, if any, shall be reimbursed by BCCL together with

AE



consignment billing. Such costs shall be reimbursed only if it is duly certified by M/s CMPDIL.

You shall send Inspection call to GM (E&M), CMPDIL, Gondawana Place, Ranchi-834001.

Final Inspection shall be arranged by the consignee after receipt of the material at the destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Govt. Test house or in a Test house nominated by the Purchaser. In case of failure of the material after testing, the cost of Test as well as of the material shall have to be borne by the supplier.

14. **LIQUIDATED DAMAGES CLAUSE:-**

In the event of failure to deliver/dispatch the stores within the stipulated date/period to effect supply 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, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:

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 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) and where felt necessary by BCCL, it may be increased up to 15 %.

b) To purchase elsewhere after 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 canceling the supply order in respect of the consignment not yet due for supply/or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also-

d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed shall not be more than the agreed liquidated damages referred to in CLAUSE (a) above.

e) Whenever under this contract any sum of money is recoverable from any payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum 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. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

f) To forfeit the security deposit fully or in part. /To encash any Bank Guarantee which is available for recovery of the penalty.

15. **RISK PURCHASE:** - In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd., or its subsidiary Companies including BCCL have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/ Coal India Limited.

16. **FORCE MAJEURE CLAUSE:** - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.

a) You will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor you shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

17. **GUARANTEE/ WARRANTY:** -

The item will be warranted against any manufacturing defect/ workmanship for a period of 12 months from the date of fitment or 18 months from the date of receipt and acceptance, whichever is earlier. 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, if any.

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 material, 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 purchaser within 30 days of intimation 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.

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.

18. **PRICE FALL CLAUSE:-**

The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical

description to any other organization from date of offer till completion of supply under the contract.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

19. **LOWEST PRICE CERTIFICATE**: - You shall submit a certificate along with your bill that the price charged by you against this order is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.
20. **QUALITY CERTIFICATE**: That, there has not been any complaint against the quality of your products supplied to Government Departments or Public Sector Undertakings / Other organizations.
21. **IDENTIFICATION OF MARK**:-Manufacturer's distinctive identification mark/ symbol as also the part no. must be clearly embossed/ punched/ engraved on each and every item, as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time. Apart from this a tag may be attached in each part/ item giving identification mark, part no. description. However, for high precision items where embossing/ engraving/punching is not possible shall be packed separately & packing cover/ box/ case shall be tagged with the Identical Mark or Identification Mark be put by Metal Marker.
22. **SUBMISSION OF BILLS**:- Pre -receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, Manufacturing test certificate, Pre-dispatch inspection certificate, and other relevant documents as mentioned in this order should be submitted to the Paying Authority through Consignee only.
23. **TECHNICAL SUPPORT & SERVICES**: -- In addition to normal after sales & services, you shall render technical support & services to ensure proper fitment, proper usages, maintenance & satisfactory performance of the items supplied.
24. **MANUFACTURER'S TEST CERTIFICATE**:- You shall submit 'MANUFACTURER'S TEST CERTIFICATE' along with supplies certifying that "items have been manufactured strictly as per best known design, has undergone strict quality inspection before supply and are covered under standard warranty for quality & workmanship"


25. **PACKING:** - Proper packing of the goods shall be ensured 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. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.
26. **MODE OF DISPATCH:** - The stores shall be dispatched by road on freight paid basis
27. **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**
28. **ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER THE NIT OF THE ABOVE REFERRED TENDER.**

Enclosed

Annexure I- Detailed Technical Specification

Annexure II- Format for Bank Guarantee for Security Deposit.

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


15.03.16
(S. AHMAD)
AM (MM)


15/3/16
(P. Kumar)
GM (MM) WD


INDENT REFERENCE


Indent No. and Date	Budget Certification/FC No. & date
CAP/MW/09-10/130 dated 10.07.2009	<p>1. EBC No. Details</p> <p>i. 243 dated 01.12.2015 for F/Y 15-16 for Rs 51,81,959.88/- under the Head Other Stores for Moonidih Coal Washery.</p> <p>ii. 310 dated 01.12.2015 for F/Y 15-16 for Rs 50,00,000/- under the Head Other Stores for WD.</p> <p>iii. 320 dated 12.03.2016 for F/Y 15-16 for Rs 1,16,583.44/- under the Head Other Stores for Moonidih Coal Washery.</p> <p>2. EFC No. Details</p> <p>i. 257 dated 12.03.2016 for F/Y 15-16 for Rs 52,98,543.32/- under the Head Other Stores for Moonidih Coal Washery.</p> <p>ii. 280 dated 12.03.2016 for F/Y 15-16 for Rs 50,00,000/- under the Head Other Stores for WD.</p>

This order issues with the concurrence of D (F) and approval by CMD, BCCL

Copy to:

1. GM (Ws)
2. GM WWZ
3. Area Finance Manager, Washery Division, Saraidhela.
4. The GM (E&M), CMPDIL, Gondawana Place, Kanke Road, Ranchi-834031. They are requested to arrange pre-dispatch inspection as per laid down methodology, on being intimated for the same by the firm.
5. Project Officer, Moonidih Coal Washeries
6. Depot Officer, Moonidih Coal Washeries
- ✓ 7. MM (Tech Cell), MM Div, Koyla Bhawan.
8. Master File/Office Copy.


15.03.16
(S. AHMAD)
AM (MM)


15/3/16
(P. Kumar)
GM (MM) WD