



Under jurisdiction of Dhanbad/Jharkhand court only

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Website: www.bccl.gov.in

Office of the General Manager

Materials Management Department

Level-III, Commercial Block,

Koyna Bhawan, Dhanbad-826005

Phone: 0326-2230181

Fax No.: 0326-2230183

SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref.No. BCCL/PUR/53/112186/CS Gear/12T/12-13/Diesel/255

Date: 21.01.2014

To,

M/s Diesel Pump Engineers,
131, Tagore Road,
Durgamandir, P.O. Asansol,
Distt: Burdwan, W.B.

Vender Code: 1/03/M/U/085 & 229100

Vendor Type: Manufacturer

amarjeetbarara@yahoo.co.in

Sub. : This Office Tender no: BCCL/PUR/53/112186/CS Gear/12T/12-13/113

Dated 21.12.2012 opened on 15.01.2013 for supply of CS Gears

Ref: Your Offer no. DPE/F-23/12-13/37 Dated 11.01.2013 & subsequent
correspondence on the above subject

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:

SN	Item Description	Qty.	Unit Basic Rate (₹)	Extended Value (₹)
1	DGMS approved type Cage Suspension Gear, SWL-12T (suitable for 40mm dia. winding rope) comprising 6 legged bridle Chains, Distribution Plate, End Shackles, Pins etc. and detailed specifications as per Annexure - 'A' [Item Code: 93063040033]	01 Set	250000.00	250000.00
	CST@2% (₹)			5000.00
	Total Landed Value			2,55,000.00

(Rupees Two Lakh Fifty Five Thousand only)

1. Price: F.O.R. Destination.
2. Excise Duty & CESS: Not Applicable in present case.
3. Sales Tax: Extra as indicated above at actual at the time of supply within schedule delivery period. Present rate of CST is @2% against 'C' Form. If there be any increase in CST/VAT beyond the delivery schedule stipulated in the order, that shall be to your account. Declaration form will be issued in due course by the paying authority.
4. Packing & Forwarding Charges: Inclusive.
5. Freight & Insurance Charges: Inclusive.
6. Mode of Dispatch: By Road, Freight paid basis.
NOTE: You will ensure safe & sound delivery of stores at consignee's end.
7. Road Permit: Road Permit, if required, may be obtained directly from the consignee under intimation to this office.
8. Delivery Period: Supply to be completed within 3/4 months from receipt of order..
However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10th day of placement of order.
Any increase in the rate of taxes & duties beyond delivery period will be to your account.

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9. Consignee & Paying Authority: Consignee & Paying Authority for this order will be as under:

Consignee	Paying Authority
The Depot Officer, Central Stores, Ekra, BCCL	The General Manager (F), MM Division, Koyla Bhawan, B.C.C.L., Dhanbad

10. **Payment Terms:** 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.
11. **Submission of Bill:** 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 challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, fitment /Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, Copy of Inspection Note of CMPDIL (If required) and other documents as per order.
(Note – All documents to be submitted shall be duly authenticated)
No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.
12. **Guarantee /Warranty:** As per annexure 'A'. Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end, whichever is earlier, 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 21 days free of cost.
13. **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."
14. **Performance Bank Guarantee:** Not Required.
15. **Security Deposit:** As the NSIC certificate submitted by you along with the offer has expired, you are required to submit the new valid NSIC certificate. If you fail to submit the same, 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 in the form of Bank Draft /Bank Guarantee 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. 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.
16. **Inspection:** Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative.
17. **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 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:
- 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.
 - To purchase elsewhere, after due notice to you, on your account and risk, 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
 - To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

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- 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.

18. 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.

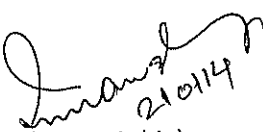
All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.


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 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.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


(Imran Ashja)
Asst Manager (MM)


(U. Kumar)
General Manager (MM)-S&P

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.
BCCL/CGM(E&M)/F-C Indent/12-13 Dt. 07.08.12 registered vide I.R. No. 112163 (12-13) Dt. 09.10.12	Earlier BC No. BCCL/C&B/Cap/12-13/P&M/HQ/123/117/275eBC dated 13.10.12 for Rs 54.11 Lakh Final BC No BCCL/C&B/Cap/Reg PN-33/SN-263/eBC No 498 dated 19.12.13 for Rs 2,55,000.00 under the head P&M eFC No. 180 dated 21.01.14 for Rs 2,55,000.00

Copy to:

1. Depot Officer, Central Stores, Ekra, BCCL
2. G.M.(F)(MM), MM DIV, Koyla Bhawan
3. GM(E&M), Koyla Bhawa
4. MM(Tech Cell), MM Div, Koyla Bhawan
5. Master File/Office Copy

ANNEXURE-'A'

TECHNICAL SPECIFICATIONS & OTHER DETAILS FOR C.S. GEAR SWL 12T

Item: DGMS approved type Cage Suspension Gear, SWL-12T (suitable for 40mm dia. winding rope) comprising 6 legged bridle Chains, Distribution Plate, End Shackles, Pins etc.

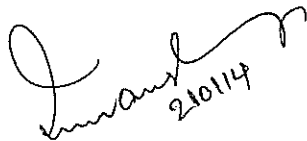
Qty: 1 Set

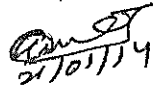
Following Terms to be followed:

DGMS approved type cage suspension gear components will be as per latest DGMS circulars, standards, drawing and I.S.:7587 (Latest).

1. Item should be manufactured as per latest DGMS circulars, Standards & drawing etc. Materials to be use strictly as per DGMS approvals & Guidelines.
2. 100% items will be tested from CMRI/NTH for Proof Load & NDT as per DGMS guidelines. TC in original to be submitted along with the supply.
3. TC for proof load of bridle chains from original manufacturer to be submitted along with supply.
4. Copy of the drawing for the offered items duly certified by the DGMS to be submitted along with the offer.
5. Copy of the valid DGMS approval must be submitted with the offer.
6. Life of C.S. Gear all components shall be as per C.M.R. 81(1) i.e. 6 years for indigenous.

DELIVERY: Supply to be complete within 3/4 months from receipt of order.


21/01/14


21/01/14