### भारत कोकिंग कोल लिमिटेड

( कोल इंडिया लिमिटेड की एकअनुषंगीइकाई)
एक मिनीरत्न कंपनी
पंजीकृत कार्यालय :कोयला भवन, कोयला नगर
धनबाद-826005, CIN :U10101JH1972GOI000918
सामग्री प्रबंधन विभाग
कमर्शियल ब्लॉक L-III , फ़ैक्स- 0326-2230183
फ़ोननंबर-0326-2230181
ईमेल:gmmm@bcclweb.in,
वैबसाइट:www.bcclweb.in



#### BHARAT COKING COAL LIMITED

Date: 26.02.2019

Date: 26.02.2019

( A Subsidiary of Coal India Limited )
A Mini Ratna Company
Regt. Off:Koyla Bhawan ,Koyla Nagar
Dhanbad-826005, CIN:U10101JH1972GOI000918
Materials Management Department
Commercial Block L-III
(Fax No- 0326-2230183)
Phone No.0326-2230181
Email. Id: gmmm@bcclweb.in
Website: www.bcclweb.in

#### SUPPLY/PURCHASE ORDER

SUPPLY ORDER:-BCCL/PUR/118131/Haulage Rope/18-19/OTE/157

To,

# M/s Sutlej Ropes private Limited

Jash Chamber, 2nd Floor, Sir P.M. Road, Fort, Mumbai-400001 Mobile-9820845301 ORIGINAL BY REGD. POST/BY E-MAIL

Email: info@sutlejropes.com GSTIN: 03AAHCS7537C1ZJ Vendor Category: NSIC & MSE

PAN- AAHCS7537C

## Sub: Supply of Haulage Ropes of diameter 19mm & 22mm

**Ref:** -Tender no: BCCL/PUR/118131/Haulage Rope/18-19/OTE/68 dtd 30.11.18 opened on 24.12.18 [Tender ld: 2018\_BCCL\_122318\_1].

**2.** Your online Bidno. 362321 dtd 21.12.18 & subsequentcorrespondence on the above subject.

Dear Sir,

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

# 1. SCOPE OF SUPPLY: Haulage Ropes of diameter 19mm & 22mm

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. (Mtr)	Unit Basic Rate (Rs/Mtr)	Freight Charges (Rs/Mtr)	Total Unit Rate Rs/Mtr)	Extended Value (Rs)
1	Haulage Ropes of 19 mm diameter	18,000	86.40	6.5	92.90	16,72,200.00
2	Haulage Ropes of 22mm diameter	38,000	115.80	8.5	124.30	47,23,400.00
	*	63,95,600.00				
		11,51,208.00				
	*	75,46,808.00				

[Detailed technical specifications will be as per Annexure-A]

2. <u>TOTAL ORDER VALUE</u>: The total material value will be **Rs.** 75,46,808.00/-(Rupees Seventy five lakhs forty six thousand eight hundred eight only) on F.O.R. Destination basis.

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### 3. **GST**:

a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18%[IGST] as above.

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- 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.
- g) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7.
- h) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl. No.	ltem	HSN code	GST rate
1.	Haulage Rope 19mm & 22mm	73121010	18% [ IGST]

h) Your GST details are as under:

SN	Particulars	Your details		
1	Name	M/s Sutlej Ropes private Limited		
2	Constitution of Business	Company		
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer		
4	PAN	AAHCS7537C		
5	Provisional/Permanent ID provided under GST	03AAHCS7537C1ZJ		

- **4.** <u>Input Tax Credit</u>: BCCL is entitled to avail Input tax credit of above GST amount and it will be availed on the submitting of all the necessary documents required as GST act.
- 5. Freight & Insurance Charges: -As above.
- **6.** <u>Mode of Dispatch</u>: By Road on F.O.R. Destination, Freight paid basis. NOTE: You will ensure safe & sound delivery of stores at consignee's end.
- **7. Road Permit:** if required it will be arranged by you.
- 8. <u>Delivery Period</u>: Delivery should be completed within 90 days from the date of receipt of supply order.

Delivery period will be reckoned from 10th day from the date of placement of order and the date of receipt of materials at our stores shall be treated as the date of delivery. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated.

(Any increase in the rate of taxes beyond delivery period will be to your account).

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

Consignee	Paying Authority
Depot Officer	HOD (F) MM, Purchase Finance,
Central Store, EKRA, BCCL.	KoylaBhawan, BCCL, Dhanbad.

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**10.** Payment Term: 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.

Date: 26.02.2019

**11.** <u>Submission of Bill</u>: 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 receipted delivery challan in original, Consignee note (if any), packing list if any ,Guarantee/ Warranty certificate, Price Certificate , documentary evidence of taxes payment if claimed and other relevant documents as per order should be submitted to the Consignee for payment through Paying Authority (*Note – All documents to be submitted shall be duly authenticated*).

<u>NB</u>: all documents to be submitted shall be authenticated. No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

- 12. Guarantee /Warranty: You shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 18 months from the date of receipt and acceptance or 12 months from the date of fitment, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, it shall be attended within 7 days from date of receipt of report & the defective part or parts will be replaced by the supplier at site free of cost within 21 days.
- **13.** <u>Price Certificate</u>: 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.** <u>Security Deposit</u>: 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)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".

Name o	of	State Bank of India		Name	of	ICICI Bank
Bank				Bank		i)
Branch		Main Branch, Dhanbad		Branch		ICICI Bank, Dhanbad
name			OR	name		
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.

**15.** <u>Inspection</u>: —Inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head [i.e.GM (E&M)I/C or their authorized representative].

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The detail of beneficiary for issue of BG under SFMS mode is furnished below:

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**16.** <u>Transit Insurance</u>: Transit Insurance shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

Date: 26.02.2019

### 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 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.

#### 18. PRICE FALL CLAUSE:

You 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 other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in your techno-commercially acceptable offer& as per company 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.

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Date: 26.02.2019

Encl:-1. Annexure-"A" (Technical Specifications & Parameters);

2. Appendix-I (SD Format)

#### **INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	e. BC & e. FC Ref.
MM HQ MB Indent No. MB/01/18- 19/ dated 22.09.2018 & IR no.118131 dtd 24.10.2018 for different Areas of BCCL	B.C.No. BCCL/Hq/Pur-Fin/Store Budget/O/S/u/g/18-19/ No.37 dtd 09.01.19 for Rs 75,46,808.00 , e.B.C. No :-448 Date:-09.01.2019.  F.C.No.BCCL/PURFIN/FC/382 dtd 21.02.19 for Rs 75,46,808.00 e.F.C.No.423 dtd :-21.02.2019

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

(Alok Kumar) DM (MM)

(N S Saini) GM(MM)

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

#### Copy to:

- 1. Depot Officer, Central Store, EKRA, BCCL.
- 2. HOD(F)(MM), MM DIV, KoylaBhawan.
- 3. GM(E&M)/HOD, E&MDeptt, KoylaBhawan
- 4. MM(Tech Cell), MM Div,KoylaBhawan.
- 5. Master File/Office Copy.
- 6. GM(MM) CCL/NCL/WCL/SECL/ECL
- 7. Prof (Dr) L.C. Singhi, IAS (Retd) ,Address: L-31 Third Floor Kailash Colony, New Delhi-110048
- 8. Shri Pramod Deepak Sudhakar, IAS (Retd.) ,Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

# Annexure-A

### (A) SCHEDULE OF REQUIREMENT:

SL.No	ITEM DESCRIPTION	Quantity
1	Haulage Rope of dia 19 mm	18,000 Meter
2	Haulage Rope of dia 22 mm	38,000 Meter

### (B) Technical Specifications & Other Parameters:

DESCRIPTION & QUANTITY: The details of Description & Quantity are furnished below:

SL. No	ITEM DESCRIPTION	Quantity	Min. Reel Size
1	Haulage Rope of dia 19 mm	18,000 Meter	2,000 Meter
2	Haulage Rope of dia 22 mm	38,000 Meter	2,000 Meter

- a. Un-galvanized, Round Strand Steel Haulage Rope, 6 x 7 Construction, Basic Grade Preformed, FMC, Lay-RHL, TS 100/110 Tons/Sq. Inch (1570N/MM²), Conforming to IS 1856 (latest) with Fibre Main Core as per IS 1804 (latest), ISI marked.
- b. Test Certificate of the ropes, for routine tests shall be submitted along with each reel, as per IS: 1856 (latest).
- c. Valid BIS license for IS: 1856 (Latest), as on date of tender, must be submitted with the supply of material.

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Date: 26.02.2019

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

Date: 26.02.2019

M/s. Bharat Coking Coal Ltd. Koyla Bhawan KoylaNagar Dhanhad – 826005

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<u>Dhanbad</u> – 826005		no ita office et Vevile Di	havvan Varila Nasan Dha	uhad hausimaΩan aallad 64ha
	s Bharat Coking Coal Ltd. having ession shall unless repugnant to the			
	Contract No dated			
	nafter called the supplier in conne			
	erein provided for Rs.			
	the said Contract, we, the			
	ereby undertake and agree to indem			
	) against any loss. Damag			
suffered by Purchaser b	by reason of any breach or breach	nes by the said supplier of	r any of the terms and cor	ditions contained in the said
Contract and to uncondi	tionally pay the amount claimed by	the Purchaser on demand	and without demur to the e	xtent aforesaid.
We, the(N	Name of the Bank) do hereby agree	that any demand made by	Purchaser on the Bank shall	l be conclusive as regards the
	by the Bank under this Guarantee.			
	disputed the quantum of amount			
	wever, our liability under this Guar			
	(Name of the Bank) do further			
	ce and effect up to			
	shall be discharged of all liabilities			made on us in writing on or
				at 1:h auto avith ant ann agus ant
	ime of the Bank) further agree with			
	any manner our obligations hereu			
	specified items in the Contract from			
	haser against the said supplier and			
	d from our liability by the reason			**
	ssion on the part of the Purchaser	-		
thing whatsoever which	under the law relating to sureties	would but for this provision	on have effect of so relieving	ng us the Bank further agrees
that in case this Guaran	tee is required for a longer period	and it is not extended by	the Bank beyond the period	d specified above. The Bank
shall pay to the Purchas	er the said sum of or such	lesser sum as may then be	e due to the Purchaser and a	s the Purchaser may demand.
	Name of the Bank) lastly underta			
consent of the Purchaser				
	constitution power, to give this Gu	uarantee and Mr	Manager who has signed	l it on behalf of the Bank has
authority to do so.				
This Bank Guarant	ee will not be discharged due to the	e change in the constitution	n of the Bank or the Supplie	r.
[ In case the BGs a	are from outstation branch of Dhan	bad then BG shall be ence	ashable at Dhanbad/Kolkata	a branch of issuing bank with
	n of the said branch at Dhanbad/Ko	olkata will be as under.		
Name of the Bank	;			
Name of the Branc				
Location & Addre		0.1	DI 1 10111111111	
The BG	shall be subject to the jurisdiction	of the competent courts at	Dhanbad District only.]	
The Bank guarante	e issued by the Bank on behalf of the	he supplier in favour of Bl	narat Coking Coal Limited.	shall be in paper form as well
as issued under "S	tructural Financial Messaging Syste	em". The detail of benefic	iary for issue of BG under S	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	OR	A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196
Datedda	ay of		Signature of the	authorized person
For I	<u></u>		For and on beh	
Emp. Code.				
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