



BHARAT COKING COAL LIMITED  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Koyla Bhawan : Koyla Nagar  
Dhanbad : 826 005

GRAM ; KOKINGKOL  
(Phone No. 0326 – 2230181  
(Fax No. 0326 -2230183)

Ref. No.: BCCL/Pur/618106/Steel Almirah/18-19/167

dtd 25.03.2019

**PURCHASE ORDER**  
**SPEED POST**

To,

**M/s Dhanbad Fabricators**

NAYA BAZAR,

DHANBAD- 826001

Tel no: 9431191440

E-mail: dhanbadfabricators@rediffmail.com

**Vendor code : 1/22/M/S/060**

**Vendor Type : MSE**

**PAN No. : ALTPP8734A**

**GST Reg. no. : 20ALTPP8734A1Z3**

**Sub: Supply of Steel Almirah.**

Ref: i) Our tender no. BCCL/Pur/618106/Steel Almirah/18-19/23 dated 04.09.18, opened on  
dated 28.09.18 (Tender ID: 2018\_BCCL\_113318\_1)

ii) Your Bid ID 335085 dated 23.09.2018.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **ORDER** for supply of  
**Steel Almirah** at the following price, terms and conditions:

**SCOPE OF SUPPLY:**

| S<br>N | Item Description   | Qty<br>(in nos) | Basic Unit<br>Rate<br>(in Rs) | Extended<br>Landed Value<br>(in Rs) |
|--------|--|-----------------|-------------------------------|-------------------------------------|
| 1      | Steel Almirah<br>Size:6.5'x3'x1.6'<br><br><i>Detailed Technical Specification will<br/>be as per Annexure- A</i> | 26.00           | 9,874.00                      | 2,56,724.00                         |
|        | <b>Total Landed Rate on FOR Basis</b>  |                 |                               | <b>2,56,724.00</b>                  |

**TERMS & CONDITIONS:**

- INTEGRITY PACT:** Integrity Pact document duly signed, stamped and accepted by you is applicable for this tender & purchase order. Name of Independent External Monitor for implementation of the pact is mentioned as under:  
(a) Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048  
(b) Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

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3. **TAXES AND DUTIES**

(a) **GST** should not be applicable as firm is under Composition scheme.

(b) **E-Way bill**, if required, shall be arranged by you.

4. **PAYMENT TERMS:** 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. Your mandate/acceptance for Electronic Fund transfer indicated against the tender is attached at Annexure E:

**Paying authority:** HOD(F)MM, Pur-Fin, BCCL, Koyla Nagar, Dhanbad-826005

5. **DELIVERY REQUIREMENT:** "Delivery is to be completed within 06(Six) Weeks from the date of receipt of purchase order".

Earlier supply shall be accepted. Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Dispatch Advice: Notification of dispatch by Road for each and every consignment should be made to the consignee with copies to this office immediately after dispatch giving the following particulars:

- i) Supply order no. & dtd.
- ii) Description of stores.
- iii) Quantities and / or weight.
- iv) Value of stores.
- v) L.R. no. & date.
- vi) Lorry no.

6. **LIQUIDATED DAMAGES CLAUSE:**

(a) In the event of failure to deliver/dispatch the equipment/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 either to enforce the following:

(b) 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 %.

(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/or

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 cancelling the supply order in respect of the consignment not yet due for supply/or

(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 6 (a) above except in case of force majeure condition

(e) Whenever under this contract any sum of money is recoverable from and 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 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. 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.

7. **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.

a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered

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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 the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
  - c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.
8. **PRICE FALL CLAUSE** – You will ensure that you have not supplied /are 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 you 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 you to the BUYER, if the contract has already been concluded.
9. **WARRANTY:** Materials supplied should be guaranteed for a period of 12 (twelve) months from the date of fitment or 18 (eighteen) months from the date of receipt and acceptance at the consignee end, whichever is earlier against any manufacturing defects/workmanship/inferior quality. Any defect observed on this account shall be attended immediately and replace the materials within 21 days free of cost.
10. **SECURITY DEPOSIT:** You are required to deposit as security money for 10% of the value of the supply order / contract without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. 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. For successful tenderers, 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. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed **Annexure-I**. The validity of Bank Guarantee should be 03 months beyond the schedule delivery period specified in the order. The value of BANK GUARANTEE to be submitted towards Security money comes to **Rs 25,672.40**
11. **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. Materials 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. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.





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.

**Final inspection shall be carried out at the consignee end after receipt of materials by GM (QC) or his authorized representative.**

12. **CONSIGNEE PARTICULARS:** Depot Officer, Central Store, EKRA, BCCL, Dhanbad (Jharkhand).
13. **GENERAL TERMS AND CONDITIONS:** Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as **ANNEXURE -D**. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
14. **JURISDICTION:** Any/All dispute(s) arising out of this tender/order shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

**ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.**

**Enclosures:**

| SL | ANNEXURE     | DESCRIPTION                                    |
|----|--------------|--|
| 1  | ANNEXURE - A | Technical specifications / conditions          |
| 2  | ANNEXURE- I  | Proforma of Bank Guarantee for Security Money. |

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed.

Indent Nos. & date:

Indent No: NIL dtd 23.01.18

IR No.: 618106 dtd 14.08.18

Budget certification No. BCCL BCCL/C&B/CAP/Reg PN-216/SN-162/eBC No 114 dtd 05.06.18 of Rs. 6,39,132.00 & eFC No. 856 dated 11.03.19 of Rs. 2,56,724.00

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.



(Saquib Aftab)

Assistant Manager (MM)



(R K Mishra)

Chief Manager (MM)

**Copy to:**

1. GM(QC), Koyla Bhawan
2. HOD (Fin)/MM (Pur-Finance), Koyla Bhawan
3. Depot Officer, Central Store, EKRA, BCCL, Dhanbad
4. Technical Cell, Koyla Bhawan
5. Master file
6. Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048
7. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

## ANNEXURE-A

### TECHNICAL SPECIFICATIONS / CONDITIONS OF STEEL ALMIRAH:

1. Made of Steel (20 Gauge).
2. Size: 6.5' x 3' x 1.6' (Approx).
3. Locking Arrangement: Made by two keys & preferably of Godrej or Equivalent make. It should be such that during locking or unlocking both keys are used.
4. Inside the Almirah, selves/racks are placed at an interval of 12" (1 foot) and are made adjustable.
5. The above mentioned each self should carry a load of at least 22 Kg.
6. Metal sheet of the Almirah should be coated with antirust coating to prevent it from damage.
7. Free after sales service for repair and maintenance of the unit for entire Warrantee/ Guarantee period would be provided by you.
8. Supply of spare parts including Lock & Key arrangements for trouble free operation and maintenance till the life of the unit /equipment.

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## **ANNEXURE- 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

Dated .....day of .....

For ..... Bank

Signature of the authorized person  
For and on behalf of the Bank  
Emp. Code.

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