

Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company (A Subsidiary of Coal India Limited) Regt. Off: Koyla Bhawan, Koyla Nagar, Dhanbad-826005

CIN: U10101JH1972GOI000918

SUPPLY/PURCHASE ORDER

Date: 18.01.2017

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

ORIGINAL BY REGD. POST. Ref. No. BCCL/PUR/116075/16-17/Guide Rope/OTE/44/170

Date:18.01.2017

M/s. Tata Nagar Wire Ropes (P) Ltd, B/32-34,3rd Phase Industrial Area Adityapur, Jamshedpur - 832109

VENDER CODE: 1/04/M/T/020 Vendor Category: MSME Fax No. 0657-2249056 / 2424056

Sub. : Supply of Guide Ropes.

Ref: 1. This Office Tender No.: BCCL/PUR/116075/16-17/Guide Rope/OTE/44. Date- 25.08.2016, Tender Id: 2016 BCCL 46785 1 2. Bidder Id: 129244 Dated 15.09.2016 & 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:

1. SCOPE OF SUPPLY: Guide Rope 32 mm

The detailed description along with specification / size of the items along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

S.N.	Description	Qty (Meter)	Basic Rate (Rs/Meter)	Extended Value (Rs)
1	Guide Rope 32m dia, (6x1 construction)	5780	595.00	34,39,100.00
	Sub Total			34,39,100.00
	E.D. & Cess @12.50 %			4,29,887.50
	Sub Total			38,68,987.50
	VAT @ 5 %			1,93,449.38
	Landed Rate on F.O.R. Destination basis			40,62,436.88
	Landed Rate on F.O.R. D	40,62,437.00		

Detailed Technical specification & Cut-Length is placed at Annexure - "A"

- 2. TOTAL ORDER VALUE: The total order value will be Rs 40,62,437.00 (Rupees Forty Lakh Sixty Two Thousand Four Hundred and Thirty Seven only on F.O.R. Destination basis.
- 3. Excise Duty &CESS: Will be paid at actual on documentary evidence. However, your offered rate is 12.50% as indicated above.
- 4. VAT.: VAT will be paid as applicable. Your offered rate is 5 % as indicated above.

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5. Packing & Forwarding Charges: Nil.

6. Freight & Insurance Charges: Nil .

7. Mode of Despatch: By Road on F.O.R. Destination, Freight paid basis.

NOTE: You will ensure safe & sound delivery of stores at consignee's end.

8. Road Permit: Not required.

9. Delivery Period: Supply to be completed within 3 months from the date of receipt of order and delivery period will be reckoned from 10th day from the date of placement of order. 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.

Date: 18.01.2017

Any increase in the rate of taxes & duties beyond delivery period will be to your account. 10. Consignee & Paying Authority: Consignee & Paying Authority for this order will be

asunder:

Consignee A 12 A 14	Paying Authority
The Depot Officer, Central Stores Ekra, B.C.C.L.	HOD (F)(MM), MM Division Koyla Bhawa, B.C.C.L., Dhanbad

11. Payment Term: 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.

12. 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.

- 13. Guarantee /Warranty: 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
- 14. 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 "
- 15. Security Deposit -Exempted as being registered with NSIC.
- 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.

Date: 18.01.2017

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 canceling 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:

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 GM(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.

ARRY WALLOW

CENVAT: Coal has become the excisable commodity with effect from March 2011.

In order to get CENVAT credit, the following information must be contained in the invoice issued by you for Revenue and Capital goods:

- > Serial number of the invoice,
- > Registration number,
- > Address of the concerned central excise division,
- > Name of the consignee,
- Description of the goods,
- Classification of the goods,
- > Time and date of removal,
- > Mode of the transport and vehicle registration,
- > Rate of duty,
- Quantity and value of goods and
- > Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service.

- > Serial number,
- Name, address and registration no. of person providing taxable services,
- Name and address of the person receiving taxable services,
- > Description, classification and value of taxable services provided or to be provided
- Service tax payable thereon.

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 technocommercially acceptable offer of bidder and 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.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Encl.: Annexure "A" (Technical Specifications & Cut Length)

(Alok Kumar) AM(MM)

General Manager (MM)-Pur

Date: 18.01.2017

(This has got the approval of competent authority)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification Reference
BCCL/E&M/Indent/Safety 16-17/01 (A) dtd 07.04.16 I.R. No. 116075 (16-17) Dt. 09.08.16	B.C. No. BCCL/C&B/CAP/REG. PN-36/SN-27/e.B.C No. 134 Dt. 27.07.16 & e-F.C. No. 259 dtd 10.01.17 for amount of Rs.40,62,437.00

Copy to:

- 1. Depot Officer, Ekra Central Stores.
- 2. HOD(F)(MM), MM DIV, Koyla Bhawan.
- 3. GM(E&M)I/C, Koyla Bhawan.
- 4. GM, P.B./Lodhna/Sijua Area
- 5. MM(Tech Cell), MM Div, KoylaBhawan.
- 6. Master File/Office Copy.
- 7. GM (MM) ECL/CCL/NCL/MCL/CIL/SECL
- 8. Copy for kind information to IEM :Prof (Dr) L.C. Singhi, IAS (Retd) Address: L-31 Third Floor Kailash Colony New Delhi-110048

Ark

Date: 18.01.2017

ANNEXURE-"A"

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

(A) SCHEDULE OF REQUIREMENT

SL. NO.	ITEM DESCRIPTION	QUANTITY
1	Guide Rope Dia 32 mm (6x1 construction)	5780 Meters

(B) TECHNICAL SPECIFICATIONS:

1. Item : Guide Ropes

2. Nominal dia. : 32 mm

3. Construction : 6 X 1 (7 Rods)

4. Type : Round Strand

5. Lay : RH

6. Confirming to : IS – 3623(latest)

7. Coating : Ungalvansied

8. Minimum breaking force : 240 KN

9. Nominal tensile designation of wires : 350-500 N/mm²

10. Rope mass (approx) : 512 Kg/100 Mtr

Note:-

- 1) Guide ropes are to be supplied in non-returnable wooden reel as per cut length to be mentioned in the order.
- 2) Copy of valid BIS license duly authenticated should be submitted at the time of supply.
- 3) Manufacturer's T.C. for the tests to be submitted along with each specified reel length at the time of supply.

4) Details of the in home quality assurance/ quality control is to be indicated at the time of supply.

(C).DETAILS OF CUT-LENGTH:

Details of Cut-Length of the total ordered Guide Rope will be as under:

S.No.	Length of each Reel	Nos of Reel	Total Length (In Meter)
	(In Meter)		1 × 3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 ×
1	200	1	200
2	210	2	420
3	220	3	660
4	240	3	720
5	250	4	1000
6	260	3	780
7	305	2	610
8	340	2 .	680
9	350	1	350
10	360	1	360
Grand Total (Total Length in Meters)			5780