

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited) Office of the Chief General Manager(MM) Materials Management Department

Commercial Block L-III, Koyla Bhawan: Koyla Nagar Dhanbad: 826005(Fax No- 0326-2230183)

PURCHASE ORDER NO. BCCL/PUR/718028/EXTINGUISHER/18-19/16/171

DATED 28.03.2019 MSE

BY REGD.POST / SPEED POST

To

M/s Universal Fire and Safety Services Ltd,
A-710, Near Ramnath Solar Bus Stop, TTC
Indl Area, MIDC, Mahape, Navi Mumbai400710
Phone: 9892962034

Vendor Code-1/27/M/S/004
GSTIN No- 27ADEPL0742K1ZK

PAN no- ADEPL0742K

email-ufsstender@gmail.com

Sub: Purchase Order for Procurement Of CO2 Type Fire Extinguishers-09 Kg

Ref. i) your offer against Our Tender No: BCCL/PUR/718028/ EXTINGUISHER/18-19/16 Date- 26.06.2018, opened on 28.07.2018 online

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for Procurement Of CO2 Type Fire Extinguishers-09 Kg to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. Scope of Supply: Technical Specification as per Annexure-A

SI No	Material Code	Make and Model	Item Description	Qty	HSN Code	Basic Rate/Unit (Rs)	Freight charges /Unit (Rs)	Extended Value (Rs.)
	and the second		The state of the s	92	84241000	6500	250	Rs 6,21,000
1	92060200262	UNIVERSAL	CO2 Type Fire Extinguishers-09 Kg	Sub Total			Rs 6,21,000	
					G	SST @ 18%	ne minu sele la	Rs 1,11,780
				T	otal Landed	Value Inclusi	ve of Taxes	Rs 7,32,780

The Total Contractual value will be Rs 7,32,780.00/-(Rs Seven Lakh Thirty Two Thousand Seven Hundred and Eighty Only)

- 2. PRICES: The above prices are FIRM & FOR destination basis
- 3. GST: a) GST shall be paid extra as legally applicable. Present rate is @18% as indicated above 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) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.

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e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note the above mentioned IDs are provisional IDs and when GST authority will issue final registration certificate, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

4. PACKING & FORWARDING: NIL

- 5. FREIGHT & INSURANCE: Freight charges /Unit is Rs 250 as mentioned above in scope of supply.
- 6. PAYMENT TERM: 100 % payment within 21days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end. Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS). Note: Payment shall be released after submission of PBG as per order terms
 - 7. DELIVERY PERIOD: Delivery of materials shall be within 75 days from the date of receipt of purchase Order. However, keeping in view of our emergency earliest delivery will be appreciated. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.
 - 8. GUARANTEE/ WARRANTY: The supply shall be covered by the maker's standard guarantee as

The supplier shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) is in accordance with the contract specifications.

(c) shall have no defects arising out of design, materials or workmanship.

Materials supplied should be guaranteed for a period of 12 months from the date of commissioning/installation 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 material within 21 days free of cost.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

9. PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE): 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

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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 cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also
- (c) 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
- (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.
- 10. PERFORMANCE BANK GUARANTEE(PBG): PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10% value of the supply order (by adding GST etc. to the FOR destination price of the items ordered) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

The Performance Bank Guarantee shall be released after fulfilment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

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 platform is furnished below:

Name of	Name	Bharat Coking Coal Limited
beneficiary	Area	HQ,BCCL
& its details	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank,	State Bank of India	
Branch & Address	Main Branch Dhanbad	
IFSC code	SBIN0000066	

	Or		
Name		Name	Bharat Coking Coal Limited
beneficiary		Area	HQ,BCCL
& its details		Bank Account no.	019605001057
		Deptt.	MM Department
Beneficiary Bank, Branch & Address		ICICI Bank	
		ICICI Bank, Dhanbad	
IFSC code		ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

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11. SECURITY DEPOSIT: 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 without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in NIT) 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. For successful supply, 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. For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee. 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 platform is furnished below:

Name of	Name	Bharat Coking Coal Limited	
beneficiary	Area	HQ,BCCL	
& its details	Bank Account no.	35160317947	
	Deptt.	MM Department	
Beneficiary Bank,	State Bank of India		
Branch & Address	Main Branch Dhanbad		
IFSC code	SBIN0000066		

Or			
Name of	Name	Bharat Coking Coal Limited	
beneficiary	Area	HQ,BCCL	
& its details	Bank Account no.	019605001057	
	Deptt.	MM Department	
Beneficiary Bank,	ICICI Bank		
Branch & Address	ICICI Bank, Dhanbad		
IFSC code	ICIC0000196		

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Security Deposit Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - F

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

- 12. PRICE FALL CLAUSE: The supplier 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 supplier 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 supplier to BCCL, if the contract has already been concluded.
- 13. CONSIGNEE: DEPOT OFFICER, CENTRAL STORES, EKRA, DIST.DHANBAD, JHARKHAND.
- 14. PAYING AUTHORITY: HOD(F) MM, Koyla Bhawan, Dhanbad.
- 15. <u>INSPECTION</u>: Final inspection shall be carried out at the consignee end after receipt of materials by GM I/C(S&R) or his authorized representative
- 16. **TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk
- 17. PRICE CERTIFICATE: A Price certificate as stated below, should be submitted along with supply bill: "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

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that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date"

- 18. <u>SUBMISSION OF BILL</u>:Bill as per GST Act/rules and pre_receipted stamped original bill for 100% value in six copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.
- 19. PACKING:: The Supplier should confirm provision of proper packing of the goods to be transported by them as is required 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 and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the order.
- 20. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.

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 Purchase Order are 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 contract shall be deemed to have been accepted by you for execution.

All other terms and conditions and technical specifications along with scope of supply will strictly applicable as per NIT, Annexure-A enclosed, your techno-commercially accepted offer & as per company norms.

This issues with approval of competent authority.

Yours faithfully, For and on behalf of Bharat Coking Coal Limited

(Sonu Gupta)
Dy Mgr. (MM)

(N.S. Saini)

INDENT REFERENCE

Sr.No	Indent no. and Date	BC & FC no. & dt.
1	Indent No.GM I/C (S&R)/17-18/03 dtd 26.12.17 (IR no.718028 dtd 25.05.18)	BC.& FC No: BC no 1631 dated 22/03/19 under P&M(safety) new job for Rs 7,32,780 and fc no 954 dated 28/03/19 for Rs 7,32,780/

ENCI:

- 1. Annexure 'A' for Technical Specifications
- 2. Format for Bank guarantee for Security Deposit and Performance Bank Guarantee

Copy to:

- 1. GM(S&R) I/C, Koyla Bhawan, Dhanbad.
- 2. HOD(F) MM, Koyla Bhawan, Dhanbad.
- 3. DEPOT OFFICER, CENTRAL STORES, EKRA, DIST. DHANBAD, JHARKHAND
- 4. MM(Tech Cell), MM Div, Koyla Bhawan
- 5. Office Copy/Master Copy/Tech
- 6. IEM: Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony, New Delhi-110048
- 7. IEM: Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301. E-mail-sudhakarpd2@gmail.com



Annexure-A TECHNICAL REQUIREMENT AND SPECIFICATIONS

- 1. Fire Extinguishers (complete with refilling material/cartridges) as per relevant IS/ conforming to BIS norms IS 15683:2006 or its amendments as well as all the recommendations of DGMS(approval) circular no 02 dated 08/07/2013 should be complied.
- 2. All types of fire extinguishers, materials and chemicals to be used in fire extinguishers shall have valid test certificates from any Govt/Govt approved laboratory in compliance with IS 15683:2006 and copy of the test certificate duly Notarized must be enclosed along with the supply.
- 3. All materials used in the fire extinguishers shall be non –toxic and in no manner harmful to human beings during handling and use.
- 4. All fire extinguishers should be IS marked and a copy of valid BIS license duly Notarized should be submitted with supplies.
- 5. The following should marked/printed on the body of each fire extinguisher:-
 - (a) Name and address of the manufacturer
 - (b) Filling date and expiry date if the fire extinguisher is with expiry period.
 - (c) Symbol of ISI with its number.
 - (d) Capacity of fire extinguisher in Kg.
- 6. Joint sampling on random shall be done from batch/lot of the supplied items and same will got tested from Govt/Govt approved test house. In case the test result is not satisfactory the whole batch/lot will be rejected and no payment will be made against the supply. The cost of testing as per IS15683:2006 time of supply at consignee end will be borne by supplier.

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ANNEXURE - G FORMAT OF PERFORMANCE BANK GUARANTEE ----- a company having Regd. Office /its office at -

	any naving Regu. Office his office at
	as entered into a Contract Nodtdtdtdtdtdt
	he Purchaser) to supply equipment on the terms and conditions in the said
Contract.	
	nent of the value of the equipment will be made to the seller in the terms of
	Guarantee for the sum of equivalent to 10 % of the value of
each equipment and accessories dispatched by the seller as securi	y for the due and faithful performance of the terms of the said contract and
	suffered by the purchaser by reason of any of the terms or conditions
contained in the said contract.	A line of the control
	has at the request of seller agreed to give the guarantee herein after
contained.	has at the request of series agreed to give the guarantee herein after
	ertake to pay the amounts due and payable under this guarantee without any
	ount claimed is due by way of loss or damage caused to or would be caused
	seller of any of the terms or conditions contained in the said contract or by
	h demand made on the Bank shall be conclusive as regards the amount due
	old the payment on the ground that the seller has disputed its liability to pay
or has disputed the quantum of the amount or that any arbitration	proceeding or legal proceeding is pending between purchase and the seller
regarding the claim. However, our liability under this guarantee sl	nall be restricted to an amount not exceeding
3. We, (Name of the Bank) further agr	ee that the guarantee herein contained shall come into force from the date
	of the said contract and that it shall continue to be enforceable till all the
dues of the purchase under or by virtue of the said contract have b	een fully paid and its claim satisfied or purchase certified that the terms and
conditions of the said contract have been fully and manually and	d out by the said seller and assendingly discharged the assender. It leave
demand or claim and at this assessment in the same property carried	d out by the said seller and accordingly discharged the guarantee .Unless a
demand of claim under this guarantee is made on us in writing on	or before the(date to be givenperiod of contract +
90 days from the date of Bank Guarantee) we shall be discharged	from all liability under this guarantee thereafter.
	the purchaser, shall have the fullest liberty without our consent and without
	of the terms and conditions of the said contract or to extend time of
performance by the said seller(s) from time to time or to postpor	ne for any time or from time to time any of the powers exercisable by the
purchaser, against the said seller and to forbear or enforce any o	f the terms and conditions relating to the said contract and we shall not be
relived from our liability by reason or any such variation or exten	sion being granted to the said seller or for any forbearance act or omission
on the part of the purchaser, or any indulgence by the purchaser to	the said seller by any such matter or thing whatsoever which under the law
relating to sureties would be for this provision have effect of an a	elieving 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 n	eriod specified above, the bank shall pay to this purchaser the said sum of -
or such lesser sum as may than be due the purcha	con and as the numbers of many demand
5 We (Nome of the Donk) leaders detailed the	ser and as the purchaser may demand.
	evoke this guarantee during its currency except with the previous consent of
the purchaser, in writing.	AND AND ASSESSMENT OF THE PROPERTY OF THE PROP
	tee and MrManager, who has signed it on behalf of the
Bank has authority to do so.	
7. This Bank Guarantee will not be discharged due to the change in	the constitution of the Bank or the Contractor.
	BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with
address and location of the said branch at Dhanbad/Kolkata will b	e as under :
Name of the Bank :	
Name of the Branch:	
Location & address :	
The BG shall be subject to the jurisdiction of the Civil courts Dha	anhad District only 1
The Pank guarantee issued by the Pank on hele of the state of the	fraction of District Only.]
included and any Comment of the Supplier in	n 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 platform 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	
The state of the s	
platform is furnished below:	
	*
Date20	()Cq
Day of20	
For Bank	Signature of the authorised person
CX	for and on behalf of the Bank
(A)	Emp Code

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FORMAT OF BANK	GUARANTEE FOR SECURITY DEPOSIT
M/s. Bharat Coking Coal Ltd.	
Koyla Bhawan	
Koyla Nagar	
<u>Dhanbad</u> – 826005	
In consideration of M/s Bharat Coking Coal Ltd. have (which expression shall unless repugnant to the subject condition of Contract No	ving its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" ect or context including its successors and assigns) having agreed under the terms and made between M/s
amount due and payable by the Bank under this Gua	y agree that any demand made by Purchaser on the Bank shall be conclusive as regards the arantee. We shall not withhold the payment on the ground that the supplier has disputed its int or that any legal proceeding is pending between the Purchaser and the Supplier is Guarantee shall be restricted to an amount not exceeding Rs
We, the(Name of the Bank) do fur shall remain in full force and effect up tobefore we shall be discharged of all list	rther agree Guarantee herein contained shall come into force from the date hereof and Unless demand or claim under this Guarantee is made on us in writing on or abilities under this Guarantee thereafter.
and without affecting in any manner our obligations time of delivery of the specified items in the Contract exercisable by the Purchaser against the said supplied we shall not be relieved from our liability by the real forbearance act or omission on the part of the Purchaser whatsoever which under the law relating to sureties case this Guarantee is required for a longer period at to the Purchaser the said sum of the purcha	ee with the Purchaser that the Purchaser, shall have the fullest liberty without our consent is hereunder to vary any of the terms and conditions of the said Contract or to extend the cet from time to time or to postpone for any time or from time to time any of the powers er and to forebear or enforce any of the terms and conditions relating to the said contract asson or any such variations or extension being granted to the said Supplier or for any laster or any indulgence by the Purchaser to the said Supplier or by any such matter or thing would but for this provision have effect of so relieving us the Bank further agrees that in and it is not extended by the Bank beyond the period specified above. The Bank shall pay seer sum as may then be due to the Purchaser and as the Purchaser may demand. Idertakes not to revoke this Guarantee during this currency except with the previous
The Bank has under its constitution power, to give t	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 to a line case the BGs are from outstation branch of Dha address and location of the said branch at Dhanbad/Name of the Bank :	the change in the constitution of the Bank or the Supplier. unbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with (Kolkata will be as under.
Name of the Branch:	
Location & Address :	
The Book guarantee issued by the Bank on hehalt	on of the competent courts at Dhanbad District only.] f of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well a em". The detail of beneficiary for issue of BG under SFMS mode are furnished below:
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	
Datedday of	Signature of the authorized person

For and on behalf of the Bank

For Bank Emp. Code.

