



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

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.bcclweb.in](http://www.bcclweb.in)**SUPPLY/PURCHASE ORDER****ORIGINAL BY REGD. POST.**

Ref.No. BCCL/PUR/116084/16-17/Mine Cage/OLTE/22/171

Date: 24.01.2017

To

**M/s. Shiv Shakti Engineering**

Chouthai Kulhi, Jharua

Dhanbad, Jharkhand- 828111

Vendor Category: Manufacturer

PAN- AVOPS8696R

**Sub. : Fabrication & Supply of Tandem Mine Cage**

Ref: 1. Our Tender No. BCCL/PUR/116084/16-17/Mine Cage/OLTE/22 dtd

16.09.16 opened on 17.10.16. Tender Id: 2016\_BCCL\_48825\_1

2. Your online Bid no. 141952 dtd 24.10.16 &amp; subsequent correspondence on the above subject &amp; last correspondence vide your letter dtd 02.01.16.

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: Tandem Mine Cage**

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

Sl No.	Item Description	Quantity (Set)	Unit Basic Rate (In Rs )	Extended Value (In Rs )
1	Tandem Mine Cage of Size 3200mm x 1270mm x 2400mm	1	2,24,000.00	2,24,000.00
2	Tandem Mine Cage of Size 3080mm x 1200mm x 2400mm	1	2,22,000.00	2,22,000.00
	Sub Total (In Rs)			4,46,000.00
	VAT @5.5%			24,530.00
	Total Procurement Value (In Rs)			4,70,530.00

(Technical specifications and Drawings will be as per annexure-"A")

2. **TOTAL ORDER VALUE:** The total order value will be Rs. 4,70,530.00 (Rupees Four Lakh Seventy thousands five Hundred Thirty only) on F.O.R. Destination basis.

3. **Excise Duty & CESS:** Not Applicable, if applicable the same will be borne by you.

4. **VAT :** VAT will be paid as applicable. However, present indicated above.

5. **Packing & Forwarding Charges:** Nil.



6. **Freight & Insurance Charges:** Nil

7. **Mode of Dispatch:** 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 90 days from the date of receipt of order and delivery period will be reckoned from 10<sup>th</sup> 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.

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 as under

Consignee	Paying Authority
The Depot Officer, Regional Store, P.B. Area, B.C.C.L. for Burragarh Colliery	HOD (F)MM, Purchase Finance, Koyla Bhawan, 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.

1	Name of Firm	M/s Shiv Shakti Engineering
2	Address of Firm	Chouthai Kulhi Jharla, Dhanbad Jharkhand- 828111
3	Name of BANK	Punjab National Bank
4	Branch Name of Bank	Pashicha Market, Main Road Jharla-Dhanbad
5	RTGS CODE	PUN80023000
6	9 Digit Code of Bank Branch	826024003
7	Account Type	Current
8	Account No.	0230002100080761
9	PAN No.	AVOPS8696R

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 and other documents as per 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 cost.

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. Performance Bank Guarantee:** PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

**16. 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 enclosed at annexure-'I') 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.

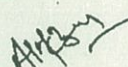
**17. Inspection** – Final inspection shall be carried out at the consignee end after receipt of Materials by the concerned technical head or their authorized representative.

**18. 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 :

- 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.





**19. 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.

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.  
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.

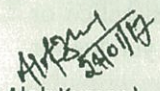
Encl:-1. Annexure-A (Technical specifications & Drawing of Tandem Mine Cage)

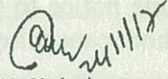
2. Appendix-I (SD BG format)

3. Appendix-II (PBG Format)

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

  
(Alok Kumar)  
AM (MM)

  
(A.K. Sinha)  
SM (MM)

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

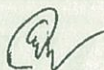
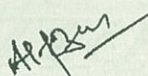


INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	e.B.C & e.F.C. Ref.
1	Indent no. PBA/AM(E&M)2015-16/40 dtd 12.12.15 I.R. No. 116084 dated 20.08.2016	B.C No.BCCL/C&B/CAP/Reg.PN 36/SN-07/e.BC no 103 dtd 16.07.16 under Head P&M(Safety) New Job , File Organizing Authority :GM(E&M), Unit Code (System):2200 F.C. No. e FC No 272 Dtd 20.01.17 for amount Rs 4,70,530.00/-

## Copy to:

1. Depot Officer, Regional Store, P.B. Area, BCCL
2. Area General Manager, P.B. Area, BCCL
3. HOD(F)(MM), MM DIV, Koyla Bhawan.
4. GM(E&M)I/C, Koyla Bhawan
5. MM(Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.
7. GM(MM) CCL/NCL/WCL/SECL/ECL
8. Copy for kind information to IEM :- Shri Naresh Chaturvedi, IAS(Retd.),  
Address: CL-14, Sector-II, Salt Lake, Kolkata - 700091





**Annexure-A**

**Fabrication & supply of Tandem cage including iron material for 2 & 3 Pit of Burragarh Colliery.**

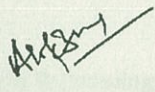

1. Size : 3200mm x 1270mm x 2400mm --- 01 No.

2. Size : 3080mm x 1200mm x 2400mm --- 01 No.

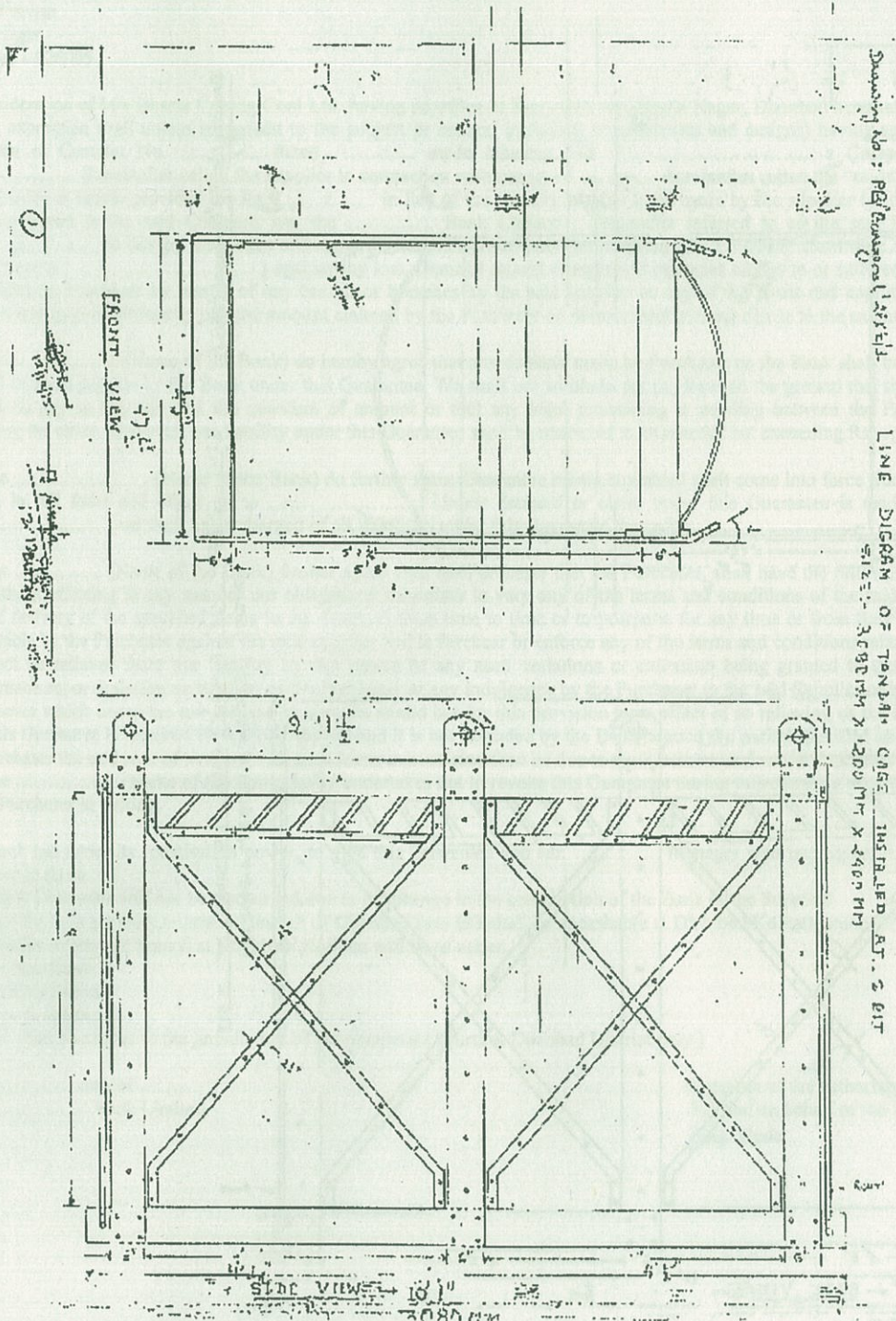
Design, manufacture, construction, material specification, all dimensions etc. of Mine cage will be strictly as per enclosed Drawings- P.B/Burragarh/3 Pit/1 & P.B/Burragarh/2Pit/1 (Both drawing enclosed).

Load bearing members i.e. main vertical flats will be 1.5% Mn steel while other channels, angles, sheets will be M.S. material.

The vertical flat must be capable to bear the safe working load of the engine i.e. 3 times of 8 Te.

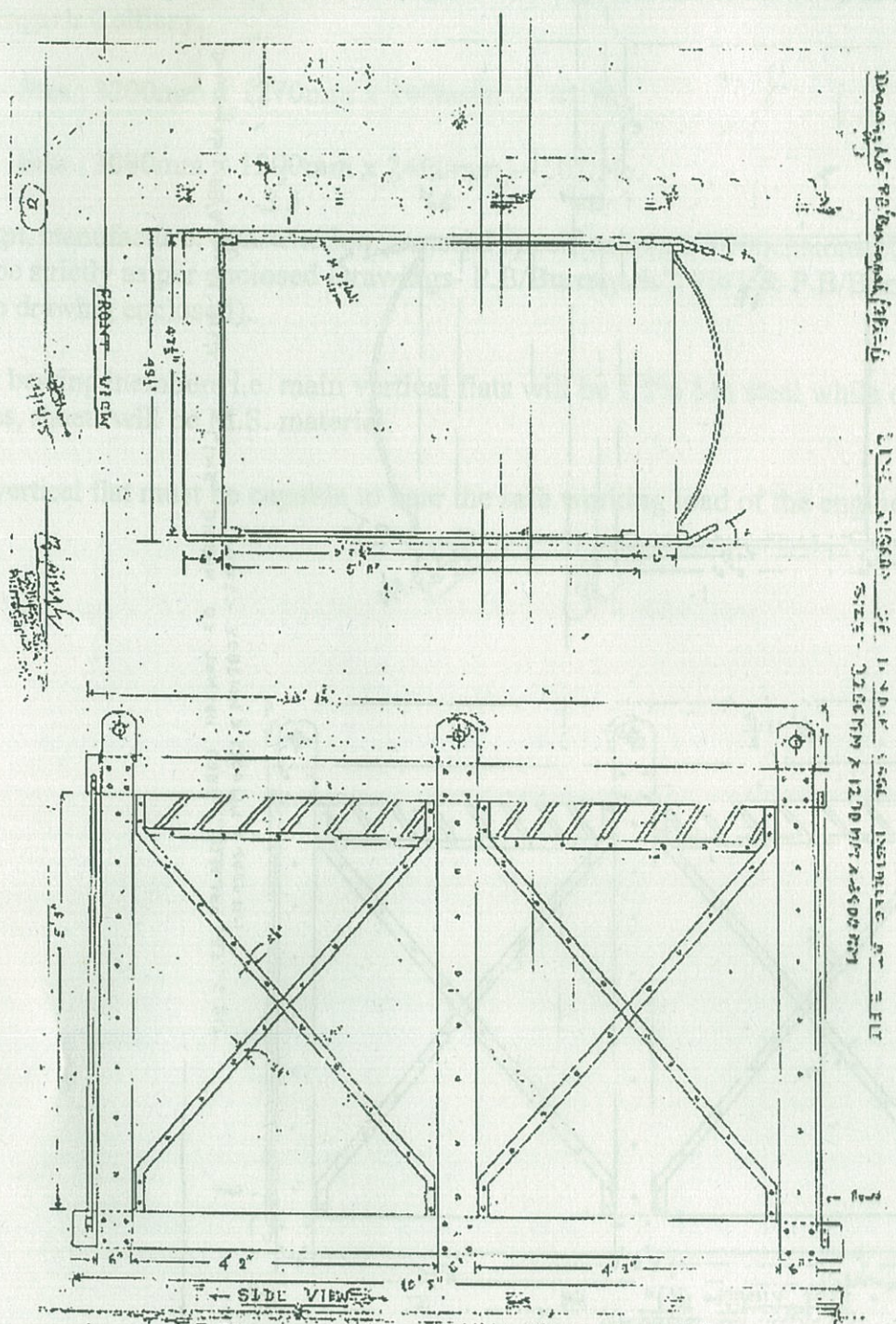
 





*Handwritten signature and initials*





*Adrian*

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**Appendix-I****FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.  
 KoylaBhawan  
 KoylaNagar  
 Dhanbad - 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at KoylaBhawan, 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.]

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

For ..... Bank Limited.

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.



## Appendix-II

## FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----  
 -----hereinafter called the Seller has entered into a Contract No.-----dt.-----

(hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the given.....(hereinafter called, the Purchaser) to supply equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We,----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made 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 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 shall be restricted to an amount not exceeding -----.

3. We,----- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period 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 been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- ( date to be given-----period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, (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 no obligations hereunder to vary any 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 postpone 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 of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension 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 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 this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We,----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. 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.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

[ 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 Civil courts Dhanbad District only.]

Date----- Day of -----20

For ----- Bank

Signature of the authorised person

for and on behalf of the Bank

Emp. Code.