



Bharat Coking Coal Limited

(A Miniratna company)

(A Subsidiary of CIL)

(A Maharatna Company)

Office of the General Manager (MM)

**Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Koyla Bhawan, Dhanbad-826005 ,FAX NO 0326-2230183.**

CIN no. U10101JH1972GOI000918

**Under jurisdiction of Dhanbad Court and Jharkhand High Court
only.**

SUPPLY/PURCHASE ORDER

Ref no:- BCCL/PUR/716135/Spares for Vishwa Conv/16-17/188

BY FAX/ REGD.POST

Dt. 23.03.2017

To

M/s. Vishwa Industrial Co Ltd
62A, Hazara Road, Kolkata ,700019

Email – vishwa@cal.vsnl.net.in

Fax no. 033 24752788

Vendor code -229199

Manufacturer

Sub:- Supply of spares for Vishwa Belt Conveyor

Ref : Your Offer no Bid id 151457 dtd 26.11.2016 against Single Tender Enquiry no. BCCL/PUR/716135/SPR Vishwa Convey/BA/37 through e-procurement opened on 28.11.2016 (on line) and subsequent correspondences on the above tender last being letter no 29.12.2016 & Tender id no. 2016_BCCL_53866_1.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Spare for Vishwa Conveyor Belt at the following specification ,price, terms and conditions:

Scope of supply

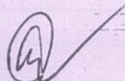
Sl no.	Description/Technical Specification	Qty in nos.	Basic Unit Price in Rs.	Extended Value Rs.
01	Complete gear Box	01	1108397.00	1108397.00
	Type : Flange mounted 3 stage		Sub total	1108397.00
	Helical gear Box (T-1090)		Excise duty @ 12.50%	138549.62
	Ratio: 25:1		Sub Total	1246946.62
	KW rating : 90 KW		CST @ 2% against form C	24938.93
	Part no. 64/90/110			
	Mat code :22831991096			
	Freight charges Total Rs. 33252.00 against documentary evidence.			33252.00
	Grand total	Landed value in Rs		1305137.55
		Round off in Rs.		1305138.00

Landed value : Rs. Thirteen Lakh Five thousand one hundred thirty eight only)

Terms and Conditions :

01	Price	Firm & F O R Destination basis.
02	Ed & Ed cess	Excise duty will be paid extra at the rate applicable at the time of supply against documentary evidence required as per Excise rule for getting CENVAT credit . Present applicable rate is 12.50 %
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Road permit & Form "C" will be issued by the Consignee. claim of Form C should be made within time frame as per CST Act.
04	P&F charges	nil
05	Freight and transit insurance etc	Detail given as above (total freight & insurance against documentary evidence as indicated)
06	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).
07	Delivery	To be delivered within four months from the date of receipt of order or earlier Safe arrival of materials at the consignee end shall be responsibility of supplier. Delivery schedule shall be reckoned from the 10 th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.
08	Guarantee/ Warranty	Materials supplied should be guaranteed for a period of 12(twelve) 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. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.
08	L.D. Clause	<p>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 the purchaser. 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:</p> <p>a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has 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</p>

	<p>10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.</p> <p>b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier 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</p> <p>c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also</p> <p>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.</p> <p>e) To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.</p>	
09	<p>Price Fall Clause</p> <p>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.</p> <p>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 CGM(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</p>	
10	Price certificate	You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt. Under Taking / Deptt and others organizations
11	Consignee	The Depot Officer, Regional stores Barora Area, BCCL, Dhanbad.
12	Paying Authority	AFM, Barora Area., Bharat Coking Coal Ltd., Dhanbad
13	Inspection	Final inspection at consignee end by authorized inspection authority by GM .Barora
14	Force Majeure Clause	<p>Force Majeure Clause</p> <p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, 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 it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the</p>



		<p>contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation 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.</p> <p>b) For delays arising out of Force Majeure , the bidder will not claim 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 costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>
15	Security Deposit	<p>You have to deposit as Security money 10% of the order value (including Taxes, duties and other charges if any to the FOR destination basis) without having any ceiling limit in the form of cash/Bank Draft/Bank guarantee within 15 days from the date of order. The BG should be valid for a period of three months beyond the delivery schedule. If successful bidders fail to deposit the security deposit within 15 days from the date of order the same shall be recorded as unsatisfactory performance for future dealing apart from taking any other penal action as may be deemed fit by BCCL.SD 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 .</p>
16	Jurisdiction	<p>Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only</p>
17	<p>Submission of Bills:</p> <p>a)Supplier shall have to submit (100% value of bill duly stamped & pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes , challan, Inspection note ,warrantee/guarantee certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.</p> <p>c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.</p> <p>i)General:</p> <p>Serial No. of Invoice</p> <p>Description of the goods</p> <p>Classification of the goods</p>	

Time and date of removal
Mode of Transport and vehicle registration
Rate of duty
Quantity and value of goods and Duty payable thereon
ii) Statutory particulars in respect of both the supplier and Consignee.

THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE

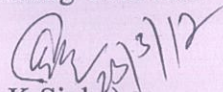
	<i>SUPPLIER</i>	<i>CONSIGNEE</i>
Name & Address Of Area:		Regional Stores, Barora Area ,Bharat Coking Coal Limited, Dhanbad Dhanbad ,Jharkhand 828129
Tin No.:		
JST No.:		
CST No:		
Circle / Sub		
Service Tax Regd. No:		
Central Excise Duty Regd. No:		
Range (Code):		
Division (Code		
Commissionerate (Code):		

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 per techno-commercially acceptable offer of firm and subsequent letters.

N.B:- This issues with the concurrence and approval of competent authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

Encl : Annexure-format for SD

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


(A K Sinha)
Sr. Manager (MM)Pur

INDENT REFERENCE:-

Indent no. and Date	Budget Certification Details.
<u>Indent No:</u> BAR/IND/0000583 dtd 04.04.2016 <u>IR Ref no:</u> 716135 dated 15.09.2015	<u>BC No:</u> Barora Area , Other stores –OC/440/16-17 dtd 28.06.2016 corresponding e Fc no. : Other stores OC/1603/16-17 dtd 22.03.2017 for Rs. 13,05,138.00 (Rs thirteen lakh five thousand and hundred thirty eight only.

Copy to:

Depot Officer, Regional stores Barora Area, BCCL, Dhanbad

GM (Barora)Area,BCCL

AFM (Barora Area)

GM (E & M)I/C , Koyla Bhawan , Dhanbad

SM (Tech Cell), MM Div, Koyla Bhawan.

Master File/Office Copy.

IEM: Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091

SM (MM)

Format of Bank Guarantee for Security Deposit
(RS.250 non-judicial stamp paper)

Messers _____, a Company having its office _____
_____ (hereinafter called the Contractor) has entered into a Contract No. _____ dated _____

_____ (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of _____ equivalent to 10% of the value of order by the Contractor, 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 Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The _____ having its office at _____ has at the request of Seller agreed to give the guarantee hereinafter contained.

We, _____ Bank Ltd. 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 or any of the terms and 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 purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

We, _____, 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 that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date to be given), we shall be discharged from all liability under this guarantee thereafter.

We, _____ Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our 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 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 _____ (specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, _____ Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

We, _____ Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7. The Bank has under its constitution power to give this guarantee and _____ who have signed it on behalf of the Bank have authority to do so.

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

Dated : _____ Day of _____ 20 _____ or

_____ Bank Limited.

[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.]

Signature of the authorised person for and on behalf of the Bank