

BHARAT COKING COAL LIMITED

(A Miniratna Company)

(A Subsidiary of Coal India Limited)

Office of the General Manager(MM)

Materials Management Department

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

PURCHASE/ SUPPLY ORDER

Ref. No: BCCL/Pur/517055/Conveyor Belts/18-19/20

Dt. 26.5.2018

REPEAT ORDER

To M/s Gurukripa Conveyors, G-1 16/17/18 RIICO Industrial Area, Shahpura, Jaipur- 303103, Rajasthan Mob: 09928886200

E-mail:- gurukripacorporation@yahoo.in

(V. code – 1/30/M/S/007) / NSIC PAN-AAJFG6748E GSTIN - 08AAJFG6748E1Z6

Sub.: Supply of M24 Grade belting 1400 mm size

Ref:- 1) Our Earlier Supply order No. BCCL/PUR/516145/Conveyor Belts/washery/16-17/OTE/70 dated

9.11.2017

2) Your Letter ref no. GKC/BCCL/17-18/663/23.12.2017

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of M24 Grade Conveyor belting 1400mm size on the following technical specification, price, terms and conditions:

Scope of supply

SN	Description	Qty. (Mtrs)	Basic Rate/Mtr	Extended Value in Rs.
1	M24 Grade conveyor belting, width 1400 mm. Detailed specification as per Annexure-A (HSN Code: 40101290)	600	1900.24	1140144.00
ANNUNNANANA		205225.92		
	***************************************	1345369.92		
	CM	13453.70		
	G:	2421.67		
		13,61,245.29		

(Total contractual value - Rs. Thirteen lac sixty one thousand two hundred forty five rupees and twenty nine paise only)

Total ?

OR.

Terms and Conditions:

Other terms and conditions of purchase order shall be as follows:-

- 1. Price FIRM & F.O.R. destination basis.
- 2. GST:- (a) GST shall be paid extra as legally applicable. Present rate is 18% (IGST).
 - (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) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.
 - (e) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. Your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.
- **3. Delivery schedule**: 50% qty to be supplied within 3 months and remaining 50% qty to be supplied within next 03 months thereafter. However early delivery shall be appreciated.

Delivery schedule shall be reckoned from the 10TH day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

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. Safe delivery of materials shall be your responsibility.

No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

4. PAYMENT TERMS:

100% payment shall be released within 21 days of receipt and acceptance of materials at site by the consignee or within 21 days from the date of receipt of suppliers' bills complete in all respects, at consignee end, whichever is later.

No payment will be made without submission of Performance Bank Guarantee.

The payment shall be made by Electronic Fund Transfer (EFT) and Electronic clearance system (ECS). You are therefore requested to indicate EFT No. & other relevant details like their Bank A/c No, Bank Name, Address, Branch Code, Account No. & EFT No. in bill (s).

5. BANK DETAILS:-

Bank Name	BANK OF BARODA	
Branch Name	ADARSH NAGAR	
RTGS Code/IFSC Code	BARB0ADARSH	
Address	Jaipur, Rajasthan	
Account No	18900500000046	

- 6. **CONSIGNEE**: Depot Officer, Regional Store, WJ Area.
- 7. PAYING AUTHORITY- HOD(F)MM, Koyla Bhawan, BCCL Dhanbad.
- **8. SECURITY MONEY:** Exempted as you are registered with NSIC. Copy of valid NSIC registration duly notorized is to be submitted with your bills otherwise security deposit shall be obtained from you.

Page - 2 - of 11

Da

9. PERFORMANCE BANK GUARANTEE:-

You shall furnish a Performance Bank Guarantee(PBG) equivalent to 10% of the order value (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any). The Performance Bank Guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank/ Nationalised Bank in India in the format attached as Appendix I (on a non-judicial stamp paper of value Rs 250.00 only). This Bank Guarantee shall be valid for three months beyond the expiry of Guarantee/Warranty period. This Performance Guarantee shall be as coverage towards the supplier's performance against the contract performance of the Contract / Supply Order. No payment will be made without submission of Performance Bank Guarantee. If delivery period of supply is extended by any reason, the validity of BG would be extended correspondingly.

10. INSPECTION

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions enclosed as Appendix II. Final inspection at consignee end by authorised representative after receipt of materials.

11. LIQUIDATED DAMAGES 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 the purchaser. In the event of failure to delivery or dispatch 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 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 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 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 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 the risk and cost of the defaulting supplier 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 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.

John ,

Da

12. 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 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.

13. GUARANTEE/ WARRANTY: -

You shall give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

14. 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 till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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 stipulation will not, however apply to exports by the supplier.
- 15. TRANSIT INSURANCE Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

F11 (1000)

Ode

16. 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."

17. SUBMISSION OF BILLS

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 delivery challan in original, Consignee note (if any), packing list if any, Guarantee/Warranty certificate, Notarized Copy of valid NSIC certificate, Price Certificate, works test report in respect of longitudinal full thickness breaking strength of the quoted items, Copy of Inspection Note of CMPDIL and other relevant documents, as per order/RC.

- 18. E-Way bill, if required, shall be arranged by you.
- 19. JURISDICTION: Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only.

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender, as confirmed in techno-commercially acceptable offer of bidder and as per company norms.

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.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Rohit Kumar)

AM(MM)

(N.S. Saini

GM (MM)

Encl:- 1. Annexure-'A'(Technical specifications)

- 2. Appendix-I (BG format for PBG)
- 3. Appendix-II (Pre Dispatch inspection clause)

INDENT REFERENCE:- This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.
i) BCCL/GM(E&M)/F-C Indent/AA	i) BC Details: BCCL/C&B/CAP/Reg. PN-211/SN-
2017-18/Rubber belt/07 dated	451 eBC No. 30 dated 18.5.2018 (cap 18-19)
22.2.2017 based on the indent no. 30	Head: P&M(others) New Job for Rs 13,61,245.29
dated 30.12.16 received from WJ Area	
	ii) e-FC no: 11 dated 24.5.2018 for Rs 13,61,245.29
ii) IR Ref No: 517055 dtd 15.9.2017	A 194 AV
11) He ROL NO. 317033 dtd 13.7.2017	

Copy to:

- 1. GM (WJ Area)
- 2. HOD(F)MM, Koyla Bhawan, BCCL Dhanbad
- 3. GM(E&M), Koyla Bhawan, BCCL Dhanbad.
- 4. Depot Officer, Regional store, WJ Area.
- 5. Area Finance Manager, WJ Area.
- 6. GM (E&M) Inspection, CMPDIL, Gondowana Place, Kanke Road, Ranchi-834008, Jharkhand.
- MM (Tech Cell), MM Div, Koyla Bhawan.
 - 8. Master File/Office Copy.

Annexure-A

TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENT OF M-24 GRADE RUBBER N-N FABRIC CONVEYOR BELTING

General: Pre-stretched, Straight Ply, Skim coated, Open Ends, Cut edges, suitable for 20-35 degree Troughing angle, M-24 Grade Rubber, Nylon-Nylon Fabric construction, conforming to IS 1891 (amended up to date).

SI. No	Belt width in mm	Carcass type	Min Tensile Strength (KN/M)	Min no. of Plies	Face cover thickness in mm	Back cover thickness in mm	Material to be conveye d	Duty conditi on	Roll length in mts.	Weig ht of Belt Kg/M tr
1	1400	Nylon	1000	4	5	3	Wet and abrasive	Heavy Duty	200 m	27

Documents to be furnished along with the Supply:

- 1. Self attested copies of works test report in respect of longitudinal full thickness breaking strength of the quoted items
- 2. Technical Brochure/ leaflets indicating all technical details in respect of the belts.
- 3. The belt will carry identification mark as per IS 1891 (latest).
- 4. Each packed roll must indicate gross weight of the roll and net weight of the belt.

Com

Appendix- I

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers	a company having Regd. Office /its office at	
hereinafter called the said Contract) w given	the purchaser, that the purchaser, shall have the fullest liberty we to vary any of the terms and conditions of the said contract or to for any time or from time to time any of the powers exercisable by deconditions relating to the said contract and we shall not be relieve e said seller or for any forbearance act or omission on the part of the terror thing whatsoever which under the law relating to sureties what in case this guarantee is required for a longer period and it is not this purchaser the said sum of ———————————————————————————————————	I. Office (address to the conditions in the said Contract, the seller in the terms of the said 6 of the value of each equipment contract and against any loss of national in the said contract, give the guarantee herein after this guarantee without any demunder would be caused to or suffered nitract or by reason of the seller's and due and payable by the Bank by or has disputed the quantum of the till all the dues of the purchase terms and conditions of the said terms and time of performance by the purchaser, against the said term of the purchaser, or any indulgence would be for this provision have not extended by the bank beyond the purchaser, or any indulgence would be for this provision have not extended by the bank beyond the purchaser of the bank beyond the purchaser of the said terms are may than be due the said to be bank beyond the purchaser of the bank beyond the
[In case the BGs are from outstation branch of Dh location of the said branch at Dhanbad/Kolkata will Name of the Bank : Name of the Branch : Location & address : [The BG shall be subject to the jurisdiction of the C The Bank guarantee issued by the Bank on behalf of under "Structural Financial Messaging System". The Name of Bank : State Bank of India	nanbad then BG shall be encashable at Dhanbad/Kolkata branch of the as under: Civil courts Dhanbad District only.] If the supplier in favour of Bharat Coking Coal Limited, shall be in	n paper form as well as issued
IFSC Code		
Datedday of For Bank	Signature of the authorized For and on behalf of the	

Page - 8 - of 11

Appendix-II

PRE-DESPATCH INSPECTION CLAUSE

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levies like GST etc, as applicable on inspection fee) is to be paid to M/s.CMPDIL along with inspection call letter payable by SBI Collect as per enclosed Appendix-II(a) which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days' notice shall be given by the manufacturer to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.

Please send inspection call to M/s. CMPDIL, Ranchi/their Regional. Office as per appendix- II(b). Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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 or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL

Page - 9 - of 11

Appendix- II(a)

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:-

- i. Visit CMPDI site (www.cmpdi.co.in).
- ii. Click on the link of State Bank Collect to pay Inspection Fee
- iii. Click the acceptance of terms & conditions and then click the proceed button.
- iv. Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press go button.
- V, Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.
- **vi.** Next page will open, requesting to select the payment category. Here you select "INSPECTION FEES".
- Vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- viii. After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
- ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.
- **X.** At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- **xi.** After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.
- Xii. The inspection call is required to be submitted online on the email id gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in in in the following manner:
 - a) A Covering letter on your letter head giving the details of inspection.
 - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
 - c) Copy of e-money receipt for the PDI Fee deposited online.
 - d) Copy of the respective complete supplied order against which inspection call is raised. All the above four documents are to be submitted in separate PDF files.

Xiii. Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the email id: hqfinance@yahoo.com, with a copy to Sandeep.aru@coalindia.in

Note: - The facility for submission of PDI Fee on State Bank Collect will be available from 1st to 25th of every month.

Column

Ja.

Appendix-II(b)

To

The General Manager (E&M), CMPDI Ltd. Gondwana Place, Kanke Road Ranchi 834031 (Ph 0651-2230876, Fax 0651-2230127)

INSPECTION CALL (To be typed in Company's Letter Head)

Name of Subsidiary Company of CIL	Inspection Call Ref No. & Date:		
Manufacturer's Name with Address &	P.O. No./R.C. No./Amendment/etc.: Date		
Tel/Mobile phone No.:	<u> </u>		
Contact Person Details: • Tel. /Mobile Phone No.: • email id:	Status of supply order: Running Order/ New Order:		
	(Please tick the appropriate one.)		
Place of Inspection:	Brief Description of Material:		
Qty. of Offered Material:	Value of Offered material: Basic Value: Consignment Value:		
	(Including of all Taxes, packing & forwarding charges, Transit insurance, Freight etc.)		
Date of readiness of Material:			
Proposed date of Inspection:			
1)Inspection Fee @l% of Consignment Value : Rs	Details of e-receipt payment generated after paying the inspection Fee on SB collect:		
2)GST as applicable on the date of submission of PDI Fee: Total (1+2):	I. e-receipt no.: 2. Date: 3. Amount in		

Note:

- 1. Inspection fee and service charges is being sent on email id: gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in
- 2. Copy of Purchase order to be enclosed with inspection call.

Oa.

Signature with seal