भारत कोकिंग कोल लिमिटेड

(कोल इंडिया लिमिटेड की एकअनुषंगीइकाई)
एक मिनीरत्न कंपनी
पंजीकृत कार्यालय :कोयला भवन, कोयला नगर
धनबाद-826005, CIN :U10101JH1972GOI000918
सामग्री प्रबंधन विभाग
कमर्शियल ब्लॉक L-III , फ़ैक्स- 0326-2230183
फ़ोननंबर-0326-2230181
ईमेल:gmmm@bcclweb.in,
वैबसाइट:www.bcclweb.in



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)
A Mini Ratna Company
Regt. Off:Koyla Bhawan ,Koyla Nagar
Dhanbad-826005, CIN:U10101JH1972GOI000918
Materials Management Department
Commercial Block L-III
(Fax No- 0326-2230183)
Phone No.0326-2230181
Email. Id: gmmm@bcclweb.in
Website: www.bcclweb.in

SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST/BY E-MAIL

Date: 04.06.2019

Ref. No.: BCCL/PUR/117219-118132/Winding & Guide Ropes/19-20/20

To,

M/s Usha Martin Limited

2A, Shakespeare Sarani, Kolkata-700 071 Fax No.033-2282 9029 E-mail:manish prasad@ushamartin.co.in

GSTIN: 20AAACU2339M3ZF Vendor Category : Manufacturer

PAN- AACU2339M

Sub: Supply of Winding Ropes of dia 25mm, 29 mm, 32 mm, 60 mm and Balance Winding Rope of dia 63 mm.

Ref: 1. Our Tender no: BCCL/PUR/Pur/117219-118132/Winding Guide Ropes/18-19/OTE/66 dtd 30.11.2018 opened on 31.12.2018 [Tender ld: 2018_BCCL_122338_1].

2. Your online Bid no.364007 dtd 21.12.18 & subsequent correspondence on the above subject.

Dear Sir,

With reference to the above, we, for and on behalf of BCCL, hereby place <u>PURCHASE ORDER</u> on you for supply of following items as per rate, terms and conditions indicated below:

1. SCOPE OF SUPPLY: Winding Ropes of dia 25mm ,29 mm,32 mm ,60 mm and Balance Winding Rope of dia 63 mm.

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

S N	Item Description	Qty (Mtr)	Unit Basic Rate (Rs)	Extended Value (Rs)
1	Winding Rope of dia 25mm, 6x7 (Round Strand) HSN Code: 73121020	890	277.44	2,46,921.60
2	Winding Rope of dia 25mm, 6x8 (Flattened Strand) HSN Code: 73121020	375	494.07	1,85,276.25
3	Winding Rope of dia 25mm, Full Lock Coil HSN Code: 73121090	750	1205.42	9,04,065.00
4	Winding Rope of dia 29mm, 6x7 (Round Strand) HSN Code: 73121020	630	356.84	2,24,809.20
5	Winding Rope of dia 29mm, 6x8 (Flattened Strand) HSN Code: 73121020	1220	663.95	8,10,019.00
6	Winding Rope of dia 29mm, Full Lock Coil HSN Code: 73121090	305	1477.95	4,50,774.75



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7	Winding Rope of dia 32mm, Full Lock Coil HSN Code: 73121090	450	1792.42	8,06,589.00
8	Winding Rope of dia 60mm, 6x49 contn, RHO,FMC HSN Code: 73121020	2100	2575.44	54,08,424.00
9	Balance Winding Rope of dia 63mm, 60x7 contn, RHO,FMC HSN Code: 73121020	1150	2554.86	29,38,089.00
			Sub-total	1,19,74,967.80
	GST @ 18% [9% CGST	& 9% SGST]	21,55,494.20
	Landed Rate on F.O.R. Destination Basis			1,41,30,462.00

[Detailed technical specifications will be as per Annexure-A]

2. TOTAL ORDER VALUE: The total material value will be Rs.1,41,30,462.00/- (Rupees One Crore Forty One Lakh Thirty Thousand Four Hundred Sixty Two only) on F.O.R. Destination basis.

3. **GST**:

- a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18%[9 % CGST+9% SGST]as 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) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
- e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- f) E-Way bill, if required, shall be arranged by you.
- g) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7.
- h) Your GST details are as under:

SN	Particulars	Your details
1	Name	M/s Usha Martin Ltd
2	Constitution of Business	Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AACU2339M
5	Provisional/Permanent ID provided under GST	20AAACU2339M3ZF

- **4.** <u>Input Tax Credit</u>: BCCL is entitled to avail Input tax credit of above GST amount and it will be availed on the submitting of all the necessary documents required as GST act.
- 5. Freight & Insurance Charges: Inclusive
- **6. Mode of Dispatch:** By Road on F.O.R. Destination Basis.

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

- **7.** Road Permit: if required it will be arranged by you.
- **8.** <u>Delivery Period</u>: Delivery should be made within 180 days from date of placement of supply order. Early delivery will be accepted.

Delivery period will be reckoned from 10th day from the date of placement of order and 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 beyond delivery period will be to your account).

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9. Consignee & Paying Authority: Consignee & Paying Authority for this Order will be as under:

Consignee	Paying Authority
Depot Officer	HOD (F) MM, Purchase Finance,
Central Store, Ekra, BCCL.	Koyla Bhawan, BCCL, Dhanbad.

- **10.** Payment Term: 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.
- **11.** 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 receipted delivery challan in original, Consignee note (if any), packing list if any ,Guarantee/ Warranty certificate, Price Certificate , documentary evidence of taxes payment if claimed and other relevant documents as per order should be submitted to the Consignee for payment through Paying Authority (Note – All documents to be submitted shall be duly authenticated).

<u>NB</u>: all documents to be submitted shall be authenticated. No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

- 12. Guarantee /Warranty: You shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 18 months from the date of receipt and acceptance or 12 months from the date of fitment, whichever is earlier. 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 you at site free of cost within 30 days of such intimation by end user.
- **13.** 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".

14. Security Deposit: You are required to deposit 10 % of value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any)as security money in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

In case of SD in the form of BG, The Bank guarantee (as per enclosed format at Appendix-I) issued by the Bank on your behalf 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 mode are furnished below:

Name of Bank	State Bank of India		Name of Bank	ICICI Bank
Branch name	Main Branch, Dhanbad	OR	Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

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.

15. <u>Inspection</u>: —Inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head [i.e. GM(E&M)I/C or their authorized representative].

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16. <u>Transit Insurance</u>: Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

17. Penalty for failure to supply in time:

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from this office.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

- a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b) To purchase elsewhere, after due notice to you, on your account and risk, the stores not supplied or others of a similar description without 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.

18. PRICE FALL CLAUSE:

You 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 BIDDER 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 BIDDER to the BUYER, if the contract has already been concluded. 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& as per company norms.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

This contract is concluded with the issuance of this order. Two copies of the order is being sent to you. You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Encl:-1. Annexure-``A'' (Technical Specifications & Parameters);

2.Appendix-I (SD Format)

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INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	e. BC & e. FC Ref.
(i)Indent No. MND/IND/P&M/17-18/26 dated 17.11.17 & IR no.117219 dtd 16.03.18 for WJ Area of BCCL	BC No BCCL/C&B/CAP/Reg PN-01/SN-15/eBC No. 10 dtd 02.05.19 for Rs 1,41,30,462.00
(ii)Indent No. BCCL/E&M/2018-19/13 dated 08.08.18 & IR no. 118132 dtd 25.10.18 for different Areas of BCCL	e.F.C.No.17 dtd 03.06.19 for Rs 1,41,30,462.00

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

(M Mehta) DM (MM)

(R K Mishra) CM(MM)

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

Copy to:

- 1. Depot Officer, Central Store, Ekra, BCCL.
- 2. HOD(F)(MM), MM DIV, Koyla Bhawan.
- 3. GM(E&M)I/C, E&M Deptt, Koyla Bhawan
- 4. MM(Tech Cell), MM Div,KoylaBhawan.
- 5. Master File/Office Copy.
- 6. GM(MM) CCL/NCL/WCL/SECL/ECL
- 7. Prof (Dr) L.C. Singhi, IAS (Retd) ,Address: L-31 Third Floor Kailash Colony, New Delhi-110048
- 8. Shri Pramod Deepak Sudhakar, IAS (Retd.) ,Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

Annexure-A

1. <u>DESCRIPTION</u>, <u>SIZES & QUANTITY:</u> DGMS approved type Winding Ropes for use in underground mines. The details of Description, Sizes & Qty etc. of Winding ropes will be as below: -

SL No.	Item Description	Req Qty (in Mtrs)	Cut Length
1	Winding Rope of dia 25mm, 6x7 (Round Strand)	890	255mx2, 200mx1, 180mx1
2	Winding Rope of dia 25mm, 6x8 (Flattened Strand)	375	375mx1
3	Winding Rope of dia 25mm, Full Lock Coil	750	375mx2
4	Winding Rope of dia 29mm, 6x7 (Round Strand)	630	210mx3
5	Winding Rope of dia 29mm, 6x8 (Flattened Strand)	1220	305mx4
6	Winding Rope of dia 29mm, Full Lock Coil	305	305mx1
7	Winding Rope of dia 32mm, Full Lock Coil	450	450mx1
8	Winding Rope of dia 60mm, 6x49 contnRHO,FMC	2100	1X650 m,1 X 750m, 1 X 700 m
9	Balance Winding Rope of dia 63mm, 60x7 contn RHO FMC Balance rope	1150	1X550m, 1 X 600m

Following Technical parameters to be followed during manufacturing of ropes -

Rope detail	Coating	Conforming to IS	MBL	T/Strength
25mm, 6x7	Galvanized	1855(latest)	367 KN	1770 N/mm ²
25mm, 6x8	Galvanized	1855(latest)	393 KN	1770 N/mm ²
25mm, FLC	Galvanized	3626(latest)	509 KN	1570 N/mm ²
29mm, 6x7	Galvanized	1855(latest)	494 KN	1770 N/mm²
29mm, 6x8	Galvanized	1855(latest)	530 KN	1770 N/mm²
29mm, FLC	Galvanized	3626(latest)	685 KN	1570 N/mm ²
32mm, FLC	Galvanized	3626(latest)	834 KN	1570 N/mm²
60mm, 6X49	Galvanized	1855(latest)	280 T	1770 N/mm²
63mm, 60X7	Galvanized	1855(in general)	1608 KN	1420 N/mm ²

Following clauses are applicable for all the above mentioned Winding Ropes -

- 1. A copy of currently valid BIS & DGMS approval for above ropes must be submitted at the time of execution of order.
- 2. Test reports & guarantee/warranty certificate must be submitted at the time of execution of order.
- 3. <u>AFTER SALES AND SERVICE</u>: The firm should confirm that they will be able to provide after sales service to the end user.

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Supply Order No.: BCCL/PUR/117219-118132/Winding & Guide Ropes/19-20/

APPENDIX -I FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

Date:04.06.2019

M/s. Bharat Coking Coal Ltd. Koyla Bhawan Koyla Nagar Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, 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
The Bank has under its constitution power, to give this Guarantee and Mr Manager who has signed it on behalf of the Bank has
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.]
The Bank guarantee is good by the Bank on behalf of the sympler in favour of Dharet Calcing Coal Limited, shall be in more form as well

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 mode are furnished below:

Name of Bank State Bank of India Name of Bank ICICI Bank Main Branch Dhanbad Branch name ICICI Bank, Dhanbad Branch name A/C no. 35160317947 019605001057 A/C no. OR IFSC Code SBIN0000066 IFSC Code ICIC0000196 Datedday of Signature of the authorized person For Bank For and on behalf of the Bank Emp. Code.

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