


भारत कोकिंग कोल लिमिटेड एक मिनीरत्न कंपनी (कोल इंडिया लिमिटेड का एक अंग) सामग्री प्रबंधन विभाग कोयला भवन, कोयला नगर धनबाद-826 005 सी.आइ.एन:यू.10101जे.एच.1972जी.ओ.1000918		Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department Koyla Bhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918
SUPPLY / PURCHASE ORDER		

Ref no: BCCL/PUR/518153/Dognail/MB/19-20/23

Date: 06.06.2019

BY REGISTERED POST

To,
 M/s Acharya Brothers,
 135, B.R.B. Basu Road,
 3rd Floor, Kolkata - 700001.
 Contact No: 09831473661.
 Email Id: acharyasafety@gmail.com

CATEGORY: Manufacturer-NSIC
 GSTIN: 19ADHPA8399N1ZQ
 Vendor Code:1/19/M/T/027
 PAN No: ADHPA8399N

Sub: Supply of Dog Nail of size - 75mm Long X 10 mm Sq. Cross.

Ref: BCCL E-Tender No.: BCCL/PUR/518153/Dognail/OLTE/33 dated 18.01.2019 opened on-line on 22.2.2019 (Tender Id: 2019_BCCL_128567_1).

Dear Sirs,

With reference to the above, we for and on behalf of BCCL, hereby place Purchase Order on you for supply of Dog nails as per rate, terms and conditions indicated below:

1. SCOPE OF SUPPLY

SL NO.	DESCRIPTION	QTY.	Basic Rate per Kg. in Rs.	TOTAL VALUE
1.	Dog Nail – 75mm Long X 10 mm Sq. Cross. Detail technical specifications as per Annexure “A” enclosed. Make: AB HSN Code: 7318 Material Code: 94021300014	6700 Kg	63.50	425450.00
IGST @ 18%				76581.00
Total				502031.00

(Total contractual value: Rs. Five lac two thousand thirty one rupees only)

TERMS & CONDITIONS:

1. **Payment Terms:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

2. **Prices:** FIRM and FOR destination basis; Packing & Forwarding charges: Nil; Freight & Insurance charges: Nil.

3. **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.

4. **DELIVERY SCHEDULE:** - Delivery to be completed within 3 months from the date of receipt of supply order. Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

5. **Security Money:** - You will be required to deposit as security money 10% of the total value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) in the form of Bank Draft / Bank Guarantee within 15 days from the date of order.

In case of Security Deposit in form of BG, the bank guarantee (as per Annexure I) issued by 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 validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fails 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.

6. **Inspection** – Inspection shall be carried out at the consignee end after receipt of materials by the GM(E&M)/c, BCCL or their authorized representative.

7. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

8. **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 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:

- 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 canceling 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.

9. 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 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 stipulated will not, however apply to exports by the supplier.

10. **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, Price Certificate and other relevant documents.

NB: all documents to be submitted shall be authenticated.

11. **Guarantee /Warranty** – Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt & acceptance of materials 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.

12. **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”.

13. **Packing** - Consignment shall be supplied in suitable standard proper packing as per NIT.

14. Force Majeure Clauses –

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.

15. **Consignee**– Depot Officer, Ekra Central Stores. P.O:- Bansjora, BCCL, Dhanbad-828101, Jharkhand, India.

16. **Paying Authority**- HOD(F) MM, BCCL, Koyla Bhawan, Dhanbad.

17. **Place of Despatch**: HOWRAH, WEST BENGAL.

18. E-Way bill, if required, shall be arranged by you.

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

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AND AS CONFIRMED IN YOUR TECHNO-COMMERCIALLY ACCEPTABLE OFFER & AS PER COMPANY NORMS.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution. This issues with the approval of the Competent Authority.

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


(Rohit Kumar)
AM (MM)


(R. K. Mishra)
CM (MM)

INDENT REFERENCE

Sr. No	Indent no. And Date	BC & FC no. & date	Indenting Authority
1	MB/7(B)/18-19 dt.11.10.2018 IR No: 518153 dtd. 08.12.2018	BC No: BCCL/HQ/PURFIN/Store Budget/Rev Budget/19-20/Other stores (u/g)/10 dated. 21.05.2019. e-BC no: 69 dtd. 21.05.2019. FC No: BCCL/PURFIN/FC/08 dtd. 01.06.2019. e-FC no: 59 dtd. 01.06.2019 for Rs. 5,02,031.00	GM(MM), Dhanbad.

ENCLOSURE:

1. Annexure-A: Technical Specification
2. Annexure-I: Format of Bank Guarantee for Security Deposit

Copy to:

1. GM (MM), BCCL, Koyla Bhawan, Dhanbad.
2. GM (E&M)I/c, BCCL, Koyla Bhawan, Dhanbad.
3. HOD (F)MM, BCCL, Koyla Bhawan, Dhanbad.
4. Depot Officer, Ekra Central Stores, P.O: - Bansjora, BCCL, Dhanbad-828101.
5. MM (Tech Cell), MM Div, Koyla Bhawan. Dhanbad.
6. Master File/Office Copy.




ANNEXURE 'A'
TECHNICAL SPECIFICATION FOR DOG NAIL

1. DESCRIPTION & QUANTITY: The details of Description & Quantity is furnished as below:
 - a. Scope – This standard lays down requirement relating sizes, material manufacture & workmanship, weight & sampling procedure of dog nail for use in mining Rail track made of 30lbs rails only.
 - b. Nominal sizes: Dog Nail shall be 75 mm long (shank) & 10 mm sq cross section with projected head & chisel point as per IS: 10046/81.
 - c. Quantity required is 6700 kg.
 - d. Material: Dog Nail should be manufactured as per IS: 10046/81 for dog spikes for haulage track of coal mines & IS: 2062, where so required by the purchaser steel manufacturer's certificate regarding chemical analysis & physical tests for the relevant cast of steel be supplied by the Dog nail manufactures.
 - e. Manufacture & Workmanship: Dog Nail should be made from plates by shearing and head should be Hot or Cold forged. The edge of Dog Nail shall be neatly dresses & free from burrs. The surface shall be free of cracks, surface flaws, laminations & all other defects.
 - f. Tolerances:
 - i. ± 5 % tolerance on all dimensions, except where tolerance has already been shown in IS: 10046/1081.
 - ii. Concavity or convexity along with the length of Dog Nails shall not exceed – 1 mm.
 - iii. The maximum deviation from straightness of Chisel edge should be 1.5 mm.
 - iv. Back axis to be taken as reference for measurement of length.
 - g. Weight: The net weight of 50 kgs Dog Nail should have 600-650 nos of Dog Nail.
 - h. Marking: The Dog Nail shall be marked at the head with Trade mark identifying the manufacturer.
 - i. Packing: The Dog Nails should be packed in double gunny bag of 50 kgs, with properly tagged.
 - j. Sampling: For ascertaining conformity of the Dog Nails in respect of Dimensions, weights, workmanship, double sampling plan as per IS:2500 with AQL 3% shall be followed.
2. DELIVERY: Delivery to be completed within three months.
3. GUARANTEE/WARRANTY: Materials should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt & acceptance of materials at Consignee end against any manufacturing defects/workmanship/inferior quality. Any defects observed on this account shall be attended within 07 days from the date of receipt.



ANNEXURE- I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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. 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.]

Note:- 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
Branch name : Main Branch Dhanbad
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

Dated day of
For Bank

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.