S.O. ref No:- BCCL/PUR/117144/Rope Cappel Banding Machine/OTE/18-19/34

भारत कोकिंग कोल लिमिटेड

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

वैबसाइट:www.bcclweb.in



BHARAT COKING COAL LIMITED

Date: 18.06.2018

(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

Ref. No. BCCL/PUR/117144/Rope Cappel Banding Machine/OTE/18-19/34

-

Date: 18.06.2018

To,

M/s NANDA MILLAR CO.

1/2, Chanditala Branch Road, Near Behala Chandi Mandir, Kolkata - 700 053. Mobile No. 9830078763 Vendor code: 1/03/M/U/068 GSTIN No.: 19 AACFN4996L1ZI PANS: AACFN4996L

Vendor Category: NSIC & MSME Email: nmc@nandagroup.com

Sub.: Supply of Rope Cappel Banding Machine

Ref: 1.Our Tender no: BCCL/PUR/117144/Rope Cappel Banding Machine/17-18/OTE/80 dtd 25.01.2018

- 2. Tender Id: 2018_BCCL_93164_1 opened on 19.02.2018
- 3. Your online Bid no. 273523 dated 09.02.2018 & subsequent correspondence on the above subject.

Dear Sir.

With reference to the above, we , for and on behalf of BCCL , hereby place $\underline{PURCHASE\ ORDER}$ on you for supply of following items as per rate , terms and conditions indicated below :

1. Scope for Supply: Rope Cappel Banding Machine for 5/7 Pit

S. N.	Description	Qty (Set)	Basic Rate (Rs/Unit)	Extended Value (Rs)
1	Supply, Commissioning & Testing of Portable Hydraulic Banding Machines suitable upto 10T friction Wedge type Rope Cappel Make & Model: NMC		4,50,000.00	4,50,000.00
	GST 18 % [IGST]			81,000.00
	Landed Rate on F.O.R. Destination basis [Round off]			5,31,000.00

[Detailed technical specification will be as per Annexure-'A']

2. <u>TOTAL ORDER VALUE</u>: The total material value will be **Rs 5, 31,000.00.00** (Rupees Five Lakh thirty one thousand 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% [IGST] 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.

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Page 1 of 8

- 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) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Date: 18.06.2018

SI no.	Item	HSN code	GST rate	
1	Hydralulic bending Machine	9801	18% [IGST]	

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s s NANDA MILLAR CO
2	Constitution of Business	Partnership
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AACFN4996L
6	GSTIN	19 AACFN4996L1ZI

- **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: Nil
- 6. 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.
- 7. **Road Permit**: Not required and if required it will be arranged by you.
- 8. Delivery Period: Within 2 Months.

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).

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

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

- 10. <u>Payment Term</u>: : 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Project Officer/CGM(Excv)/GM(E&M) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.
- **11.** <u>Submission of Bill</u>: 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.

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Bill should be submitted along with receipted delivery challan in original, Consignee note (if any), packing list if any ,Guarantee/ Warranty certificate,, Price Certificate, Copy of Inspection Note and money receipt of CMPDIL , 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).

Date: 18.06.2018

<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: 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.
- **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. <u>Security Deposit</u>: - 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 Branch name ICICI Bank, Dhanbad
A/C no. 35160317947 A/C no. 019605001057
IFSC Code SBIN0000066 OR 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. Performance Bank Guarantee: PBG on schedule/Nationalized Bank (as per enclosed format at Appendix-II) 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 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.

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The Performance Bank guarantee (as per enclosed format at Appendix-I) 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 ICICI Bank, Dhanbad Branch name Branch name Main Branch Dhanbad 019605001057 A/C no. 35160317947 A/C no. OR IFSC Code ICIC0000196 SBIN0000066 IFSC Code

- **16.** <u>Inspection</u> Inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)I/C, BCCL or their authorized representative.
- 17. Packing Consignment shall be supplied in suitable standard proper packing as per NIT.
- **18.** <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.

19. 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.

20. 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.

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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 & 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.

Enclosure:-1. Annexure-"A" (Technical Specifications & Parameters)

- 2. Appendix-I (SD Format)
- 3. Appendix-II (PBG Format)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.
P.B.Area Indent no. NIL dtd	Adhoc BC No BCCL/C&B/CAP/Reg. PN-217/SN-177/eBC No. 154 dtd.
05.07.17 for 5/7 Pit S.B.	14.06.2018 for Rs 5,31000.00 ,Head: P & M(Safety) New Job ,File Org
Colliery, P.B.Area	Authority:-GM(P.B. Area) ,UNIT VODE:-2200.
IR No. 117144 dtd 06.12.17	e.F.C.No.114 dtd 16.06.2018 for Rs:-5,31,000.00.

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

(Alok Kumar)
Dy Mgr (MM)

GM(MM)

Date: 18.06.2018

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

Copy to:

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

ANNEXURE-'A' TECHNICAL REQUIREMENT AND SPECIFICATIONS

(A) SCHEDULE OF REQUIREMENT:

SI no	ITEM DESCRIPTION	Quantity
1	Supply ,Commissioning & Testing of Portable Hydraulic Banding Machines suitable upto 10T friction Wedge type Rope Cappel	1 Sets

(B) Technical Specifications & Other Parameters:

SI	Item	Technical Specification
1	Supply, Commissioning & testing of Portable Hydraulic Banding Machine suitable upto 10T Friction Wedge type Rope Cappel	This technical specification is intended to cover the requirements for the design, manufacture, testing, delivery of Portable hydraulic Banding Machine for recapping of friction wedge type rope cappel and shall comply the DGMS circular NoDGMS (Technical Circular)/04. Dhanbad dated 28-09-2010.
		The machine is used for banding/ disbanding the rope cappel instead of striking by hammers.
	The second of th	This machine should hydraulically Press the bands on the cappel with predetermined pressure and ensure also that the bands or the limbs are not burred during assembly so that the need of refurbishing is reduced.
		The Hydraulic Banding Machine shall be comprised of the followings: 1. Main Frame fitted with adapter, sliders, securing pins, banding adapter etc.
	ray at the second secon	2. Ram Cross head assembly.
		3. 02 nos. high pressure hoses with quick release couplings having 2 metres length approx.
		4. One no. Two speed light weight Hydraulic pump.
	La Williams	5. Two Ram cylinders of 10 T each.
		6. One no. suitable manifold
	The Process	7. Two nos. pressure gauges calibrated in tonnes based upon continued ram area.
	ļ.	8. Any other accessories for proper, smooth and safe operation of Hydraulic banding M/C.
		A Proof load Test Certificate of "No Slippage" of Rope from Friction
		Wedge Rope Cappel which has been banded with the help of Hydraulic
		banding M/C from CIMFR/ Govt. approved Test House/ NABL accredited
	7	Laboratory at the time of supply of the M/C.

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APPENDIX -I FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

Koyla Nagar				
<u>Dhanbad</u> - 826005				
In consideration of M/s Purchaser" (which expreterms and condition of C	Bharat Coking Coal Ltd ssion shall unless repugnate ontract No	I. having its office at Koyla Bhawan, at to the subject or context including its and to include the security deposit to be a subject or include the security deposit to be a subject or include the security deposit to be a subject or include the subject of the subje	ereinafter called the made by the supple efferred to as the sar Purchaser from timpenses caused to or any of the terms and without demur to ser on the Bank shall not on the ground that ending between the unt not exceeding R shall come into foor this Guarantee is shall have the fulled conditions of the sany time or from the terms and condition on being granted to ger to the said Supple effect of so relieving the Purchaser and a	gns) having agreed under the Company having its office at e "said Contract" to accept a ier for their due fulfillment of aid Bank having its office at me to time the extent of Rs. It suffered by or that may be ad conditions contained in the the extent aforesaid. If the conclusive as regards the at the supplier has disputed its experience. If the conclusive are regards the at the supplier has disputed its experience. If the supplier has disputed its experience from the date hereof and made on us in writing on or set liberty without our consent said Contract or to extend the me to time any of the powers as relating to the said contract or the said Supplier or for any lier or by any such matter or ang us the Bank further agrees and specified above. The Bank as the Purchaser may demand.
The Bank has under its o	constitution power, to give	this Guarantee and Mr Mana	nger who has signed	l it on behalf of the Bank has
authority to do so.				
This Bank Guarante	e will not be discharged du	e to the change in the constitution of the	Bank or the Supplie	er.
		of Dhanbad then BG shall be encashable abad/Kolkata will be as under.	at Dhanbad/Kolkata	a branch of issuing bank with
Name of the Bank	:			
Name of the Branch Location & Addres				
		diction of the competent courts at Dhanba	nd District only.1	
The Bank guarantee	issued by the Bank on beh	alf of the supplier in favour of Bharat Cong System". The detail of beneficiary for	king Coal Limited,	
below:				
N 00 1	G D. 1 GT 11		N CD 1	TOTAL D
Name of Bank Branch name	State Bank of India Main Branch Dhanbad		Name of Bank Branch name	ICICI Bank ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066	OR	IFSC Code	ICIC0000196
Datedday	of		Signature of the	authorized person
For B			For and on beh	
1 01 D	ui ix		i or and on ben	an or the Dank

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Emp. Code.

APPENDIX -I FORMAT OF PERFORMANCE BANK GUARANTEE

				at			
				0			
				g its Regd. Office (address to the			
	(hereinaf	fter called, the Purchase	er) to supply equipmen	t on the terms and conditions in the			
said Contract.							
It has been a	agreed that hundred percentage	e(100%) payment of the	ne value of the equipme	ent will be made to the seller in the			
terms of the said Cor	erms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of equivalent to 10 % o						
the value of each equ	aipment and accessories dispatch	ned by the seller as secur	rity for the due and fait	hful performance of the terms of the			
				chaser by reason of any of the terms			
	ned in the said contract.		0.00	arian community in the second control			
		ice at ha	s at the request of selle	r agreed to give the guarantee herein			
	Bank naving its offi	icc at na	s at the request of sene	a agreed to give the guarantee herein			
after contained.	Oleman Caller Devil		and the second of the	dbladan this avanantas			
				e and payable under this guarantee			
	The state of the s	_		way of loss or damage caused to or			
				the terms or conditions contained in			
		· · · · · · · · · · · · · · · · · · ·		nade on the Bank shall be conclusive			
as regards the amoun	t due and payable by the Bank u	inder this guarantee. We	shall not withhold the p	payment on the ground that the seller			
has disputed its liabi	ility to pay or has disputed the	quantum of the amount	or that any arbitration	n proceeding or legal proceeding is			
pending between pu	rchase and the seller regarding	the claim. However,	our liability under this	guarantee shall be restricted to an			
	g						
		k) further agree that the	guarantee herein conta	ined shall come into force from the			
				t shall continue to be enforceable till			
				m satisfied or purchase certified that			
the terms and conditi	ions of the said contract have be	een fully and properly ca	arried out by the said s	eller and accordingly discharged the			
				(date to be given			
period of contr	ract + 90 days from the date o	f Bank Guarantee) we	shall be discharged fro	om all liability under this guarantee			
thereafter.							
				llest liberty without our consent and			
				f the said contract or to extend time			
				me any of the powers exercisable by			
				ting to the said contract and we shall			
				said seller or for any forbearance act			
				any such matter or thing whatsoever The Bank further agrees that in case			
this guarantee is requ	aired for a longer period and it is	e not extended by the bar	nk beyond the period st	pecified above, the bank shall pay to			
				and as the purchaser may demand.			
				s currency except with the previous			
consent of the purcha		idertake not to revoke t	ins guarantee daring it	s currency except with the previous			
		e this guarantee and Mr	Mana	ager, who has signed it on behalf of			
the Bank has authoris		CHI IN CO. LENGTH					
	tee will not be discharged due to	the change in the consti	itution of the Bank or t	he Contractor.			
[In case the BGs are	e from outstation branch of Dha	inbad then BG shall be e	encashable at Dhanbad/	Kolkata branch of issuing bank with			
address and location	of the said branch at Dhanbad/K	Kolkata will be as under	:				
Name of the Bank	1						
Name of the Branch							
Location & address							
	eject to the jurisdiction of the Civ						
				imited, shall be in paper form as well			
	ructural Financial Messaging Sys	stem". The detail of bene	enciary for issue of BG	under SFMS mode platform are			
furnished below: Name of Bank	State Bank of India		Name of Bank	ICICI Bank			
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad			
A/C no.	35160317947		A/C no.	019605001057			
IFSC Code	SBIN0000066	OR	IFSC Code	ICIC0000196			
	Day of20						
For			Signature of the auth	norised person			
	,		for and on behalf of				
			Emp. Code.				
			Emp. Code.				