

**Bharat Coking Coal Limited**

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

KoylaBhawan, Koyla Nagar, Post- B.C.C.L. Township,

DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN: U10101JH1972GOI000918

(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

**REGISTERED POST****PURCHASE ORDER**

NO. BCCL/PUR/ 417046/140T IN-MOTION RAIL WEIGH-BRIDGE/17-18/19/64

DATE-04.11.2017

To,

**M/s Pragati Instrumentation Pvt. Ltd,**

KEDAR DAS NAGAR

GURUDWARA ROAD,

CHAS BOKARO- 827013

FAX No -+91-6542-265874

Email: pragatiinst@rediffmail.com

**Vendor Type : Manufacturer / NSIC****Vendor Code : 1/22/D/T/490****PAN No : AADCP9496P****GST No : 20AADCP9496P1ZP****Sub: Supply of 2 No 140T In-Motion Rail Weigh-Bridge.**

Ref: 1) This office Limited Open E-Tender No BCCL/PUR/ 417046/140T In-Motion Rail Weighbridge/17-18/19/ dated 06.09.2017 opened on 05-10-2017 (online)  
2) Your offer ID No 225167 Dated 28-Sep-2017

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place our ORDER for supply, installation & commissioning of RDSO approved **140T Pitless, Electronic, In-Motion Rail Weigh-Bridge** along with all the accessories as specified in the scope of supply and technical specification at the following price, terms and conditions, technical specification as per Annexure-A and also as per our General Terms and Conditions enclosed.

ITEM DESCRIPTION	U/M	Quantity	Unit Rate (Rs)	Extended Value
EQUIPMENT- 140T IN MOTION RAIL WEIGH BRIDGE as per details specified in NIT and accepted by you.	Num.	2	9,96,000.00	19,92,000.00
SGST	9%		89,640.00	179280.00
CGST	9%		89,640.00	179280.00
LANDED			11,75,280.00	23,50,560.00
CMPDI Inspection Charges @ 1% of Total				23,505.60
GST @ 18%				4,231.01
Total Value				23,78,296.61
Total Procurement value (Approx)				23,78,297.00

(Rupees Twenty Three Lakh Seventy Eight Thousand Two Hundred Ninety Seven Only)

**TERMS & CONDITIONS:****1. PRICE:**

a) FIRM and FOR destination. Packing & Forwarding Charges: **NIL**, Freight & Insurance Charges: **NIL**

(b) FOR destination: Safe arrival of the equipment is responsibility of M/s Pragati Instrumentation Pvt. Ltd

**2. GST:**

(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate is 18 % [9% CGST+9% SGST].

(b) The invoice shall be raised by you should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017.

- name, address and GSTIN of the supplier;
- a serial number of Invoice (should not be hand-written)
- date of its issue;
- name, address and GSTIN or UIN;
- name and address of the recipient and the address of delivery, along with the name of State and its code;
- HSN code of goods or Accounting Code of services;
- Description and quantity of goods or services; ☐ total value of supply of goods or services or both;
- taxable value of supply of goods or services or both taking into account discount or abatement, if any;
- rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
- place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- address of delivery where the same is different from the place of supply;
- whether the tax is payable on reverse charge basis; and
- Signature or digital signature of the supplier or his authorized representative

(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 shall be recovered from your bill.

(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

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

Sl no.	Item	HSN code	GST rate
1	140T In-Motion Rail Weigh-Bridge	8423	18 % [9% CGST+9% SGST].

Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Pragati Instrumentation Pvt. Ltd
2	Constitution of Business	Private Limited Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AADCP9496P
5	Contact number	9430331382
6	Whether migrated to GST (Yes/No)	Yes
7	Provisional/Permanent ID provided under GST	20AADCP9496P1ZP



**4. DELIVERY –**

To complete the supply and installation with all accessories and assemblies within **30 days** from the date of receipt of order. The delivery schedule shall be reckoned from the **10<sup>th</sup> day** of the order. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

**7. PAYMENT TERMS:**

For all indigenous supplies and in case of imported stores, where the supplier is to arrange importation and paying customs duties etc, the bidders shall confirm their acceptance to the following payment terms:-

- i. 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.
- ii. 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/ GM (E&M) to the effect that the equipment has been erected and commissioned to their entire satisfaction.

All payments (in Indian Rupees) will be made by concerned Paying authority of BCCL only through "Electronic Fund Transfer "(EFT) or e-payment. Bidder must indicate Banker Details i.e. Bank Name, Address, Branch Code, and Account No. & EFT No. in their offer in Commercial Bid/ bills(s).

**8. PERFORMANCE BANK GUARANTEE:**

You shall furnish a **Performance Bank Guarantee (PBG )** on schedule/Nationalized Bank in India for 10% value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) i.e. for Rs. 2,37,829.70 (**Rs. Two Lac Thirty Seven Thousand Eight Hundred and Twenty Nine and Seventy Paise**) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply, towards the successful performance guarantee of the equipment as per the relevant clause indicated in Annexure-G of the order .The performance Bank Guarantee shall be valid for 18 months from the date of receipt and acceptance of the equipment. The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE-G and shall be irrevocable and unconditional and BCCL shall have the powers to invoke/en-cash it notwithstanding any dispute or difference between supplier and BCCL pending before the court, tribunal, arbitrator or any other authority. The Bank guarantee issued by the Bank on behalf of the supplier in favor 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 platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

## 9. SECURITY MONEY

You shall deposit security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) i.e. for Rs. 2,37,829.70 **(Rs. Two Lac Thirty Seven Thousand Eight Hundred and Twenty Nine and Seventy Paise)** without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in Appendix-F) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer 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. For successful tenderers, 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. For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

The Bank guarantee issued by the Bank on behalf of the supplier in favor 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 platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
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Name of beneficiary & its details	Name	Bharat Coking Coal Limited
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	Deptt.	MM Department
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	ICICI Bank, Dhanbad	
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The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).



**10. ERECTION AND COMMISSIONING CHARGE: NIL.****11. CONSIGNEE –:**

Depot Officer, Block II Area, BCCL.

**12. PAYING AUTHORITY-**

HOM (F) MM, Koyla Bhawan, BCCL.

**13. E-Way Bill:**

E-Way Bill, if required, for dispatch of equipment shall be arranged by you at your end.

**14. Inspection and Tests:**

- i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.
- v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
- vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii) 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 of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.
- viii) **The material shall also be subject to pre dispatch inspection by CMPDIL as per details indicated in Annexure-H.**

**15. PRICE FALL CLAUSE:**

The BIDDER 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.

**16. LIQUIDATED DAMAGES CLAUSE:**

1. The bidders will confirm their acceptance of the following :
2. In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:
3. To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as



- aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.
4. To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
  5. To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or
  6. To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 9 (a) above except in case of force majeure condition
  7. Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
  8. To forfeit the security deposit fully or in part

**17. 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.

**18. SUBMISSION OF BILLS:**

Pre-receipted stamped original bill for 100% value in six copies along with delivery challan in original quoting number and date of L/R or consignment notes, Guarantee / Warranty certificate and other relevant documents as indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

**19. GUARANTEE/WARRANTY:**

The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the equipment supplied under the contract / supply order

- (a) Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
- (b) Is in accordance with the contract specifications.
- (c) Shall have no defects arising out of design, materials or workmanship

The entire weigh-bridge system complete with air conditioner, UPS, furniture etc. shall be under guarantee for a period of one year from the date of successful commissioning or 18 months from the date of supply whichever is earlier towards material composition, quality, design, workmanship etc. Any defective materials will be replaced free of cost immediately and all services for maintaining weighbridge during guarantee period are included in the guarantee. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

## 20. RISK PURCHASE:

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited.

## 21. Jurisdiction

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

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. This issues with the approval of the competent Authority.

Encl:

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	TECHNICAL SPECIFICATIONS
2	ANNEXURE - H	PRE DISPATCH INSPECTION BY CMPDIL
3	ANNEXURE -F	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT
2	ANNEXURE- G	PRO-FORMA OF PERFORMANCE BANK GUARANTEE.
3	ANNEXURE - D	GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES.
4	ANNEXURE – A4	E-PAYMENT MANDATE.

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

  
(S PANDEY)  
AM (MM)

  
(A D Santhish)  
Chief Manager (MM)



## INDENT AND BUDGET REFERENCE:

Indent reference	Budget Certification no. & dt., & FC No.& dt.
R/Store/B-II/15/174/2017-18 dated 22/08/17 IR No of MM Divn 417056 Dtd 05.09.17 For Block II Area of BCCL	BCCL/C&B/CAP/Reg. PN-07/SN-44/eBC no 317 dated 03.11.17 (Cap 17-18) for <b>Rs 23,78,297.00</b> eFc no. 202 Dtd 04.11.2017 for <b>Rs. 23,78,297.00</b>

## Copy to:

- GM(E&M) I/C, Koyla Bhawan : Koyla Nagar,Dhanbad:
- The Chief Manager (Finance) MM/ HOD, Koyla Bhawan : Koyla Nagar,Dhanbad.
- GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad:
- The Depot Officer, Regional Stores: Block II Area, BCCL Dhanbad
- AM, Tech Cell, MM Divn, Koyla Bhawan : Koyla Nagar,Dhanbad
- The Independent External Monitor for Integrity Pact:-  
Prof (Dr) L.C.Singhi, IAS(Retd)  
L-31, Third Floor Kailash Colony, New Delhi – 110048

Shri Pramod Deepak Sudhakar

A-002, Stellar Park Apartments, C-58/42, Sector-62, Noida (UP)-201301

- GM / GM (MM), ECL/ CCL/WCL/SECL/NCL/MCL

This issues with the concurrence and approval of competent authority

  
AM (MM)

  
Chief Manager (MM)