



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)

PURCHASE ORDER NO. BCCL/PUR/116125/Brattice Cloth/Retender/17-18/OTE/99/18-19/89

DATED 18.09.2018

SSI

BY REGD.POST / SPEED POST

To

M/S DESHBANDHU UDYOG
G.T.ROAD NEAMATPUR P.O.
SITARAMPUR DIST. BURDWAN PIN-
713359 WEST BENGAL
Ph-9434034349

(vendor code: 1/12/D/T/233)

GSTIN No-19AADFD8105C1ZT

PAN no- AADFD8105C

email- deshbandhu.udyog@gmail.com

Sub: Purchase Order for Supply of supply of Fire Resistance Brattice Cloth 72"

Ref. i) your offer against Our Tender No: BCCL/PUR/116125/Brattice Cloth/Retender/17-18/OTE/99 Date- 26.02.2018, opened on 22.03.2018 online

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Fire Resistance Brattice Cloth 72" to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. Scope of Supply:

| Material Description | material-code | HSN CODE | QTY(Mtrs) | Basic Price/Mtr | Extended Value |
|--|---------------|----------|------------|-----------------|----------------|
| FIRE RESISTANCE BRATTICE CLOTH 72" conforming to DGMS Circular (Approval) No-09 dated 10/04/2015 and BIS specification IS: 4355/1977 or their revised version, for use in u/g gassy mines of all degree , 72 inch(1829mm) wide plus/minus(+/-) 5% tolerance will be permissible in width , each roll length will be of 50mtrs. (other specs as per Annexure-A) Make-Deshbandhu | 92010240039 | 5911 | 5700 | 255.64 | 14,57,148.00 |
| IGST @12% | | | | | 1,74,857.76 |
| Landed Value | | | | | 16,32,005.76 |
| Pre-Dispatch Inspection @1% | | | | | 16,320.06 |
| IGSTon Inspection Charges @18% | | | | | 2,937.61 |
| Total Landed Value Inclusive of Taxes and Inspection Charges | | | | | 16,51,263.43 |

The Total Contractual value will be Rs 16,51,263.43/-(Rs-Sixteen Lakhs Fifty One Thousand Two Hundred and Sixty Three Rupees and Paise Forty Three only)

2. PRICES: The above prices are FIRM & FOR destination basis

3. GST: a) GST shall be paid extra as legally applicable. Present rate is @12% as indicated 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) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.

e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note the above mentioned IDs are provisional IDs and when GST authority will issue final registration certificate, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

4. **PACKING & FORWARDING: NIL**

5. **FREIGHT & INSURANCE: NIL**, to be covered by the supplier.

6. **PAYMENT TERM:** 100 % payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end. Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS).

7. **DELIVERY PERIOD:** Supply should be completed within three months to six months from the issue of Purchase Order.

The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. 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.

8. **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 supplier shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance, whichever is earlier, against any manufacturing defects / workmanship/inferior quality. Any defects observed on this account shall be attended within 7 days from the date of receipt of reports and replaced the material within 30 days at site free of cost.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment/spares 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.

9. **PENALTY FOR DELAY IN SUPPLY (L. D. 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 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 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 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 cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also
 - (c) To purchase elsewhere, after due notice to you, on your account and risk, 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
 - (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

10. **SECURITY DEPOSIT:** You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in NIT) 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 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. For successful supply, 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.

PRICE FALL CLAUSE: The supplier 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 supplier 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 supplier to BCCL, if the contract has already been concluded.

12. **CONSIGNEE:** The Depot Officer, Central store Ekra, BCCL, Dhanbad.

13. **PAYING AUTHORITY:** HOD (F) MM, KoylaBhawan, Dhanbad.

14. **INSPECTION:** Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials

15. **PRICE CERTIFICATE:** A Price certificate as stated below, should be submitted along with supply bill:
"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”

16. **SUBMISSION OF BILL:** Bill as per GST Act/rules along with, delivery challan in original, Guarantee/Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.

17. **PACKING:** The Supplier should confirm provision of proper packing of the goods to be transported by them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the order.

18. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.

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

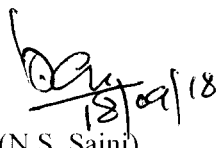
This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract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

All other terms and conditions and technical specifications along with scope of supply will strictly applicable as per NIT, Annexure-A enclosed, your techno-commercially accepted offer & as per company norms.

This issues with approval of competent authority.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited


(Sonu Gupta)
Dy.Mgr. (MM)


(N.S. Saini)
GM (MM)

INDENT REFERENCE:

| Sr.No | Indent no. and Date | BC & FC no. & dt. |
|-------|--|---|
| 1 | Indent No.11(A)/16-17 dtd 17.09.16 (IR no.116125 dtd 02.11.16) | eBC.No : 233 dtd. 30.08.18 of Rs 16,51,264/- eFC no 171 dated 14.09.18 of Rs 16,51,264/- |

ENCL:

1. Annexure 'A' for Technical Specifications
2. Annexure 'F' for Security Deposit
3. Annexure H(b)-Format for Pre Depatch Inspection call

Copy to:

1. GM(S&R) I/C, Koyla Bhawan, Dhanbad.
2. HOD(F)MM, BCCL, Koyla Bhawan, Dhanbad.
3. Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad-828101
4. MM(Tech Cell), MM Div, Koyla Bhawan
5. Office Copy/Master Copy/Tech
6. IEM: Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony, New Delhi-110048
7. IEM : Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301. E-mail-sudhakarpd2@gmail.com



Annexure-A
TECHNICAL REQUIREMENT AND SPECIFICATIONS

(A) SCHEDULE OF REQUIREMENT:

| SI no | ITEM DESCRIPTION | Quantity |
|-------|--|-------------|
| 1 | Supply of Fire Resistance Brattice Cloth 72" | 5700 Meters |

(B) Technical Specifications & Other Parameters:

1. **Specification of brattice Cloth**- Fire resistance brattice cloth conforming to DGMS Circular (Approval) No-09 dated 10/04/2015 and BIS specification IS: 4355/1977 or their revised version, for use in u/g gassy mines of all degree , 72 inch(1829mm) wide plus/minus(+/-) 5% tolerance will be permissible in width , each roll length will be of 50mtrs.

2. Following documents duly notarized & self-authenticated as per the aforesaid standard IS: 4355/1977 or their revised version must be submitted with bid & with supply of each lot at consignee end:

- a) Manufacturer's /Govt/Govt. approved laboratories /NABL accredited Test house report.
- b) Copy of valid BIS license.

3. Brattice cloth shall be marked with manufacturer's name, registered trade mark or both, BIS standard, BIS License number and date of manufacture.

4. Supply of each lot should be made preferably from one batch and at least one sample from any lot representing the batch will be tested as aforesaid standard or their revised versions at the Govt/Govt approved laboratory/ NABL accredited Test house. The testing cost will be borne by the supplier. After getting satisfactory test report the lot will be accepted.

5. Pre Dispatch Inspection shall be carried out by CMPDIL.

ANNEXURE - F

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.]

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

Datedday of
For Bank

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



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 & Tel/Mobile phone No.: | P.O. No./R.C. No./Amendment/etc.: Date |
| 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 @1% of Consignment Value : Rs..... 2) GST as applicable on the date of submission of PDI Fee: Total (1+2): | Details of e-receipt payment generated after paying the inspection Fee on SB collect: 1. e-receipt no.: 2. Date:..... 3. Amount in |
| <p>Note:</p> <ol style="list-style-type: none"> Inspection fee and service charges is being sent on email id: gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in Copy of Purchase order to be enclosed with inspection call. | |

[Handwritten Signature]

Signature with seal

[Handwritten Signature]

