

Under jurisdiction of Dhanbad/Jharkhand court only

Bharat Coking Coal Limited (A Mini Ratna Company)

SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

KoylaBhawan, Dhanbad-826005

Level-III, Commercial Block,

Phone: 0326-2230181

Fax No.: 0326-2230183

Date: 04.12.2015

Office of the General Manager Materials Management Department

Ref.No. BCCL/PUR/115049&714075/Coal Tub Wheel & Axle/15-16/ OTE/35/180

To.

M/s International Commercial Industries At and PO-Phusro Bazar Dist -Bokaro Jharkhand-829144

VENDER CODE: 1/04/M/U/028 Old Vendor Code:205256 Vendor Type: Manufacturer (NSIC) Email Id: Iciakj_64@rediffmail.com PAN No. AADFM0186C

Sub.: Supply of Coal Tub Wheel & Axle

(A Subsidiary of Coal India Limited)

Ref: 1. This Office e-Tender no BCCL/PUR/115049&714075/Coal Tub Wheel & Axle/15-16/ OTE/35 dtd 17.08 15 Opened on 14.09.15 (Online) & Price bid opened on 06.11.15 2.Your Bid Id no. 50812 & subsequent correspondence on the above

subject

Dear Sirs,

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

SN	Description	Qty. (Nos of Pairs)	Basic Unit Rate (In Rs)	Extended Value(In Rs)
1	Coal Tub Wheel & Axle (Detailed technical specifications will be as per Annexure-"A")	505	2930.00	14,79,650.00
and groups and so the state of the	VAT @ 5 %			73,982.50
	Freight & Insurance Charges @ Rs 50 each Pair Total Landed			
	Total aprox Landed Rate on F.O.R. Destination basis (Rs)			15.78,883.00

1. Price:F.O.R. Destination basis.

2. Excise Duty &Cess: Not Applicable. If applicable the same will be borne by you

3. JVAT: As above applicable at the time of supply within scheduled delivery period. Present rate of JVAT is @5% as indicated above. If there be any increase in CST/VAT beyond the delivery schedule stipulated in the order that shall be to your account.

4. Packing & Forwarding Charges:Nil

- 5. Freight & Insurance Charges: As above
- 6. Mode of Despatch: By Road, Freight paid basis. NOTE: You will ensure safe & sound delivery of stores at consignee's end.

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- P. O. No: BCCL/PUR/115049&714075/Coal Tub Wheel & Axle/15-16/ OTE/35/180 Date: 04.12.2015
- 7. <u>Road Permit</u>:Road Permit, if required, may be obtained directly from the consignee under intimation to this office.
- 8. <u>Delivery Period</u>: Supply to commence within 2 months from the date of receipt of order with minimum quantity of 200 Pairs and to be supplied remaining quantity next month. However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10th day of placement of order. Any increase in the rate of taxes & duties 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, Central Stores,	HOD(F)MM	
Ekra, B.C.C.L.	Koyla Bhawan ,B.C.C.L. , Dhanbad	

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

Your Bank Details will be as under:

1	Name of Firm	M/s International Commercial Industries
2	Address of Firm	At and PO-Phusro Bazar Dist –Bokaro Jharkhand-829144
3	Name of BANK	State Bank Of India
4	Branch Name of Bank	Phusro Bazar Branch (Branch code- 01235)RTGS Code-SBIN0001235
5	9 Digit Code of Bank Branch	MICR Code 827002502
6	Account Type	Cash Credit Account
7	Account No.	11094121106
8	PAN No.	AADFM0186C

11. <u>Submission of Bills</u>:100% value of bill duly stamped, signed & pre-receipted inquadruplicate, as per terms of the order should be submitted for payment to the paying authority through consignee.

Bill should be submitted along with challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, fitment / Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, Copy of Inspection Note of CMPDIL (If required) and other documents as per order. No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

(Note - All documents to be submitted shall be duly authenticated)

IMPORTANT

CENVAT: Coal has become the excisable commodity with effect from March 2011.

In order to get CENVAT credit, the following information must be contained in the invoice issued by the supplier for Revenue and Capital goods:

- > Serial number of the invoice ,
- > Registration number,
- > Address of the concerned central excise division,
- > Name of the consignee,
- > Description of the goods,
- > Classification of the goods,
- > Time and date of removal,
- > Mode of the transport and vehicle registration,
- Rate of duty,
- > Quantity and value of goods and

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> Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service.

- > Serial number,
- > Name, address and registration no. of person providing taxable services,
- > Name and address of the person receiving taxable services,
- > Description, classification and value of taxable services provided or to be provided
- Service tax payable thereon.

BCCL is entitled to avail CENVAT/JVAT credit and it will be availed on submitting of all the necessary documents by you. JVAT: 404 will be submitted by you within the prescribed time limit as required under JVAT act.

An amount equivalent to VAT charged in the bill shall be withheld at the time of bill passing. You shall be liable to submit the form JVAT 404 within three months from the end of the relevant financial year. The amount withheld shall be refunded within 15 days from the date of submission of form JVAT 404 by you. The amount withheld shall bear no interest.

- 12. <u>Guarantee /Warranty:</u>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. See Annexure A.
- 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. Performance Bank Guarantee: Not applicable
- **15.** <u>Security Deposit:</u> Waived as being registered with NSIC valid upto 03.12.16.
- **16.** <u>Inspection:</u> Final inspection shall be carried out at the consignee's end after receipt of materials by the concerned technical head or their authorized representative.
- 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 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 your risk and cost and also

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- 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:

- 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 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 CGM(MM),Bharat Coking Coal Limited, Commercial Block, Level –III, KoylaBhawan, 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 terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's 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 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 order shall be deemed to have been accepted by you for execution.

Encl.:.Annexure 'A' technical specifications

(Alok Kumar) Assistant Manager(MM)

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

4112/15 (A K Sinha)

Sr. Manager (MM)

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

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INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	B.C. no.& e.B.C. No. and dt.	
IR No. 115049 Dated: 10.06.15 & 714075 dtd 08.07.14 MB Indent No. MB/07(A) For Koyla Bhawan/15-16 dtd 19.05.15 & MB/07(A) For Koyla Bhawan/14-15	BC No:-BCCL/Hq/Pur Fin/ Stores Budget /Advance action 2015-16 Hemm Spares/ Hq/Excvn/SWS /PL/WS /Type Retrading/03 (Washery Spares) dtd 03.12.15 Rs 15,78,883.00 e.B.C. No.631 dtd 03.12.15	
dtd 29.06.14	FC No.BCCL/PUR FIN/FC/02 (Washery Spares) dtd 03.12.15 of Rs 15,78,883.00 e.F.C. No. 506 dtd 03.12.15	

Copy to:

- 1. Depot Officer, Central Ekra Stores, BCCL
- 2. HOD(F)MM,Koyla Bhawan, BCCL
- 3. GM(E&M) I/C, Koyla Bhawan
- 4. MM(Tech Cell), MM Division, KoylaBhawan
- 5. Master File/Office Copy
- 6. GM(MM) ECL/CCL/MCL/NCL/SECL/WCL
- Copy for kind information to IEM: Prof (Dr) L.C. Singhi, IAS (Retd) :- L-31 Third Floor Kailash Colony ,New Delhi-110048

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ANNEXURE-"A"

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

(A) SCHEDULE OF REQUIREMENT:

SL.	ITEM DESCRIPTION	Quantity (PAIRS)	
<u>NO.</u>	Wheel & Axle for Coal Tub	505	

(B) TECHNICAL SPECIFICATION OF COAL TUB WHEEL & AXLE

CAST steel coal tub wheel & axles manufactured through furnace having 305 mm thread,5 curved spokes ,76 mm thread crucible/Cupola width with hydraulic press fitted on 50 mm dia. Steel axles for plain inside journal suitable for 610 mm rail gauge, the wheel should conform to IS specification no.1030 ,Gr 20-40 with latest amendment and axle to Drg No BCCL/E&M/98-1 (Enclosed).

Minimum weight of one set consisting of two wheels & one axle should be 47.500 Kg Axle material:-steel conforming to IS: 8500 (latest) as per drawing.

- A. Bidder will have to submit test certificate of cast steel as per IS 1030 tested at any Govt. test house for the grade of steel.
- B. Test Certificate of Cast Steel as per IS 1030 , Gr. 20-40 , latest Amendment , tested at any Govt. Test House, for the grade of steel , should be submitted along with supply .

Above mentioned Drawing No. BCCL/E&M/98-1 is as under:



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