

	BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/ PUR/570037/F.R Grade Con. Beltings/11-12/166

Date:- 29.11.2012

To

M/s. Anil Rubber Mills,
D-837, New Friends Colony,
New Delhi – 110 06

(Fax no:- 0129-5065636 ,Phone no:0129-4065637-38-39)

Vendor Code: 1/14/M/U/021

- i. This office Tender Enquiry No BCCL/ PUR/570037/F.R Grade Con. Beltings/11-12/131 opened on 14/03/2012
- ii. Your offer No ARM/BCCL/Q-093/2012/196 dated 2ND March 2012 and subsequent correspondences on the above subject last being your last letter no ARM/BCCL/2012/1045 dated 17.11.2012

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of F.R. Grade Rubber Conveyor Belting at the following price, terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Description	Qty. (Mtrs)	Basic Rate/Mtr	Extended Value
1	FR Grade conveyor belting, width 800 mm Detailed specification indicated below	1000	2352	23,52,000.00
	FR Grade conveyor belting, width 1400 mm Detailed specification indicated below	1000	4605	46,05,000.00
	Ex. Duty @ 12.36%			8,59,885.20
	Sub Total			78,16,885.20
	CST @ 2%			1,56,337.70
	Packing , Forwarding & Transit Insurance			Nil
	Freight			Nil
	Landed Rate			79,73,222.90
	CMPDIL Inspection charge @ 0.80%			63,785.78
	Service Tax on Ins. Charge @ 12.36%			7,883.92
	Total Contractual Value			80,44,892.61

Total Contractual Value : The total contractual value will be 80,44,892.61 (Rupees Eighty Lakhs Forty Four Thousand Eight Hundred Ninety Two and paisa sixty one only)

2. Technical Specification for Conveyor Belting

General

Technical Specification for Rubber Conveyor Belting(FR Grade):

Rubber conveyor belting pre-stretched, Straight Ply/Skim coated, Open Ends, Cut edges, suitable for 20-35 degree troughing angle, Fire resistant Grade, Nylon & Nylon construction, conforming to IS 1891 amended up to date with technical specifications as under:

General Information:

Sl. No.	Description	Specifications			
1	Belt width in mm	800	1000	1400	1500
2	Carcass type	Nylon	Nylon	Nylon	Nylon
3	Min Tensile Strength(KN/M)	630	800	1000	1250
4	Min no. of Plies	4	4	4	4
5	Face cover thickness in mm	5	5	5	5
6	Back cover thickness mm	3	3	3	3
7	Material to be conveyed	Wet and Abrasive (COAL)	Wet and Abrasive (COAL)	Wet and Abrasive (COAL)	Wet and Abrasive (COAL)
8	Duty condition	Heavy Duty	Heavy Duty	Heavy Duty	Heavy Duty
9	Roll length in mts.	200 m	200 m	200 m	200 m
10	Weight of Belt Kg/Mtr.	Bidder to indicate	Bidder indicate	Bidder indicate	Bidder to indicate
11	Tolerance	As specified in IS 1891 (latest)			

Note:

1. The belting shall confirm to following standards as recommended in DGMS(Tech.) Circular No. 6/Dhanbad, Dt: 06.09.2001.

- a. Fire resistant properties of the cover : to confirm ISO 340.
- b. Drum friction test : to confirm IS: 1891 (Part 5), 1993.
- c. Maximum surface electrical resistance : to confirm IS: 1891(Part-5), 1993.
- d. Cover abrasion loss : 175 cu. Mm (MAX.)

(When tested as per DIN 53516)

- 2. Grade of rubber cover shall be as per M-24 of IS:1891(Part-I) except for the parameters specified above.
- 3. Belting with carcass of solid woven fabric of equivalent tensile strength is also acceptable.
- 4. The tolerance on reel length shall be such that even if the outer layer of the reel has to be cut due to any damage in transportation, the reel length shall not fall below the minus tolerance specified in IS:1891(Part-I).
- 5. The belt should be carry identification mark as per clause 18.1 of IS:1891(Part-I)-1994.
- 6. Each packed roll must indicate gross weight of the roll and net weight of the belt.

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.

2. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	ANIL RUBBER MILLS PVT.LTD., FARIDABAD
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	ICICI BANK LTD.,SECTOR-7
	B. BRANCH NAME: (Including RTGS Code)	BALLABHGARH
	ADDRESS:	FARIDABAD,HARYANA
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	023500
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	CC
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	107951000001 CC

3. PRICE : FIRM & On F.O.R. Destination basis

4.E.D. : To be paid at actual on documentary evidence . Quoted rate indicated above .

5.CST : Will be paid extra at the rate applicable at the time of supply . Quoted rate indicated above.

6. 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
- 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 and Service tax payable thereon.

THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE		
	<i>SUPPLIER</i>	<i>CONSIGNEE</i>
Name & Address Of Area:		Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306
Tin No.:		20821500736
JST No.:		KT – 651 (R)
CST No:		KT – 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02
Division (Code		Dhanbad - Code - 02
Commissionerate (Code):		Ranchi - Code - 87

7. Packing Forwarding , Freight & Insurance : Quoted Rate Indicated Above.

8. Identification Mark:- Belt should carry identification mark as per IS 1891(Latest).Tolerance of length as per IS 1891 (Latest)

9. DELIVERY SCHEDULE:- Within Six Months. However , keeping in view of our urgency , earliest delivery will be appreciated . Delivery period to be reckoned from 10th day of placement of order .

NOTE : Safe arrival of materials shall be your responsibility.

10. Performance Bank Guarantee – A Performance Bank Guarantee on schedule / national Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order (Value means FOR destination price including taxes, duties, transportation & Insurance charges and other charges) must be submitted.

11. Security Money:-Not applicable being NSIC Registered Firm.

12. Inspection: Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 0.80% of total F.O.R. Destination price with service Tax of 10.30%, is to be paid to M/s. CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s. CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.

Please send inspection call to M/s. CMPDIL, Ranchi/ their Regional Office as indicated above

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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.

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

14. 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.

15. 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 , 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.

16. Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate , pre-despatch inspection certificate and other relevant documents as per supply order , etc should be submitted to the Paying Authority through Consignee only.

17. 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.

18.Packing: Consignment shall be supplied in suitable standard proper packing.

19. Force Majure Clause –

If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , 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 it considers to be justified by the circumstances of the case and its decision shall be final.

20. Consignee – Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

21. Paying Authority- GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.

22. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

23. All disputes are subject to Dhanbad Court and Jharkhand High Court

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

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(M.Mehta)
AM(MM)

(A.K.Choudhary)
CM (MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
Indent no- RS/BLII/15/560/09-10 dtd 15.01.2010	BC No:- BCCL/Block-II/Fin/87/MW/12-13/Stores dated 28.11.2012 for Rs 1,04,97,792.74 (Ruppees One Crore Four Lakhs Ninety Seven Thousand Seven Hundred Ninety Two and Seventy four paisa)
IR Ref No:- 0037 dated 15.06.2010	FC No:- BCCL/Block-II/Fin/45/MW/12-13/Stores dated 28.11.2012 for Rs 1,04,97,792.74 (Ruppees One Crore Four Lakhs Ninety Seven Thousand Seven Hundred Ninety Two and Seventy four paisa)

Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F) MM Div, Koyla Bhawan.
3. CGM(Ws.) EWZ , Koylabhawan , Dhanbad
3. GM(Washery Division), Saraidhela, Dhanbad.
4. CGM(E&M), CMPDIL, Gandhi Nagar, Kanke Road, Ranchi
5. SM(Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL.
8. Shri Ashok Kumar Chakraborty, (Retd Judge), BB 69, Sector-I, Salt Lake, Kolkata- 700016