Under jurisdiction of Dhanbad Court and Jharkhand High Court
Bharat Coking Coal Limited
A Mini Ratna Company
(A Subsidiary of Coal India Limited)
Regt. Off: Koyla Bhawan,Koyla Nagar, Dhanbad-826005
CIN :U10101JH1972GOI000918

Office of the General Manager
Materials Management Department
Level III, Commercial Block,
Koyla Bhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bccl.gov.in

SUPPLY/PURCHASE ORDER ORIGINAL BY REGD. POST

Ref.No. BCCL/PUR/114171/WINDING ROPE/14-15/STE/79/24 Date: 12.05.15

To,

M/s Usha Martin Limited
2A, Shakespeare Sarani,
Kolkata-700 071
Fax No.033-2282 9029

VENDER CODE: 829187 & 1/22/M/G/009
E-mail :manish_prasad@ushamartin.co.in
rahul.lge@gmail.com
Vendor Category : Manufacturer
PAN- AACU2339M

Sub. : Supply of DGMS approved Winding Rope for UG of Different dia.

Ref: 1. This Office Tender no: BCCL/PUR/114171/WINDING ROPE/14-15/STE/79 Dtd: 05.12.14 Opened on 17.12.14 Tender Id: 2014_BCCL_5931_1
2. Your Online Bid no. 14274 & subsequent correspondence on above tender

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 :

1. SCOPE OF SUPPLY: DGMS APPROVED WINDING ROPES

The detailed description along with specification / size of the items along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

1	DGMS approved type Winding Ropes for use in underground mines. Main Rope - (a) 46mm Full Locked Coil - 650Mx2, 750Mx2	2800	2471.04	69,18,912.00
2	DGMS approved type Winding Ropes for use in underground mines. Main Rope - (b) 60mm dia, 6x49 Contn., 700Mx1.	700	1752.30	12,26,610.00
3	DGMS approved type Winding Ropes for use in underground mines. Tail Rope – (c) 63mm dia, 60x7 Contn., 550Mx1, 600Mx1.	1150	1738.44	19,99,206.00
	Sub Total			1,01,44,728.00
	E.D. & Cess @12.36 %			12,53,888.38
	Sub Total			1,13,98,616.38
	VAT @ 5 %			5,69,930.82
	Landed Rate on F.O.R. Destination basis			1,19,68,547.20
	Landed Rate on F.O.R. Destination basis (approx value in Rs)			1,19,68,547

2. TOTAL ORDER VALUE: The total order value will be Rs 1,1,19,68,547 (Rupees one crore Nineteen Lakh Sixty eight Thousand and Five Hundred forty seven)only on F.O.R. Destination basis.

3. Excise Duty & CESS: Will be paid at actual on documentary evidence.
However, your offered rate is 12.36% as indicated above.

4. VAT. : VAT will be paid as applicable. Your offered rate is 5 % as indicated above.

5. Packing & Forwarding Charges:Nil

6. Freight & Insurance Charges: Nil

7. 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. 8.

8. Road Permit: Not required, if required Road permit will be issued

9. Delivery Period: Supply to be completed within 90 days from the date of receipt of order. *However, keeping in view of our extreme urgency, earliest delivery will be appreciated.*
[Delivery period will be reckoned from 10th day of placement of this supply order]
Any increase in the rate of taxes & duties beyond delivery period will be to your account

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

Consignee	Paying Authority
The Depot Officer, Regional Store, Moonidih W.J. Area B.C.C.L.	H.O.D (F)(MM) , MM Division Koyla Bhawan , B.C.C.L. , Dhanbad

11. Payment Term: 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.

12. Submission of Bill: 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.
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 .
(Note – All documents to be submitted shall be duly authenticated)
No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

1	Name of Firm	M/s Usha Martin Limited
2	Address of Firm	2A, Shakespeare Sarani, Kolkata-700 071
3	Name of BANK	HDFC
4	Branch Name of Bank	CENTRAL PLAZA 2/6 ,SARAT BOSE ROAD, KOLKATA-700020
5	IFSC Code	HDFC0000014
6	Account Type	CURRENT ACCOUNT
7	Account No.	00140110000114
8	PAN No.	AACU2339M

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*
- *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.

13. 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. *Guarantee/Warranty clause will be applicable as per rope lives recommended by DGMS.*

14. 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 "

15. Performance Bank Guarantee – Not Required.

16. 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 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 . 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.

17. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative.

18. 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

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.

19. 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 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 terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

12/05/15

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'(Cut Length & Technical Specifications)
2. Appendix-'I' (Format for Security Deposit Bank Guaranty format)

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

(Alok Kumar)
Asst.Manager(MM)

(A.K. Choudhary)
General Manager (MM)Pur

INDENT & BUDGET CERTIFICATION REFERENCE

Sl.No.	Indent no. and Date	Budget Certification Reference
	BCCL GM(E&M)/F-C.Indent/2014-15 dtd 06.03.14 IR No 114171 dtd 20.10.14	BC Ref. BCCL/C&B/CAP/Reg.PN-06/SN-13/eBC No. 175 Dt. 09.05.15 (Cap-15-16) , Head P&M; Unit Code GM(MM) , HQ for Rs. 1,19,68,547.00 **e-FC No.** 07 Dt. 10.05.15 for Rs. 1,19,68,547.00

Copy to:

1. Depot Officer, Regional Store , Moonidih W.J. Area
2. HOD(F)(MM), MM DIV, Koyla Bhawan.
3. GM(E&M)I/C, Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
6. Special Cell , CMPDILtd. , Kanke Road , Ranchi
7. GM (MM) ECL/CCL/NCL/MCL/CIL/SECL
8. IEM : Shri Naresh Chaturvedi,IAS(Retd.), Add:CL-14,Sector-II, Salt Lake, Kolkata – 700091

ANNEXURE-"A"

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

(A) SCHEDULE OF REQUIREMENT:

SL.NO.	ITEM DESCRIPTION & Quantity (NOS)
1	1) Main Rope - (a) 46mm Full Locked Coil - 650Mx2, 750Mx2 (b) 60mm dia, 6x49 Contn., 700Mx1. 2) Tail Rope - 63mm dia, 60x7 Contn., 550Mx1, 600Mx1.

(B) TECHNICAL SPECIFICATION

Technical Specification for DGMS approved type Winding Ropes for use in underground mines.

1) Main Rope - (a) 46mm Full Locked Coil - 650Mx2, 750Mx2
(b) 60mm dia, 6x49 Contn., 700Mx1.
2) Tail Rope - 63mm dia, 60x7 Contn., 550Mx1, 600Mx1.

Following clauses are applicable for all the ropes –

1. A copy of currently valid BIS & DGMS approval must be submitted at the time of execution of order.
2. Test reports & guarantee/warranty certificate must be submitted at the time of execution of order.
3. AFTER SALES AND SERVICE: - The firm should confirm that they will be able to provide after sales service to the end user.
4. Following Technical parameters to be followed during manufacturing of ropes -

Rope detail	Coating	Conforming to IS	MBL	T/Strength
46mm,FLC	Galvanized	3626(latest)	1570 KN	1570 N/mm²
60mm, 6x49	-do-	1855(latest)	280T	1770 N/mm² (Approx)
63mm, 60x7	- do -	1855(latest)	1608 KN	1420 N/mm²

12/05/15 Asst.Manager(MM)

12/05/15 General Manager (MM)Pur

Appendix-I
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.]

Dated .....day of .....
For ..... Bank

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