Under jurisdiction of Unandad Court and Inarkhand 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 Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181

Fax No.: 0326-2230183 Website: <u>www.bccl.gov.in</u>

SUPPLY/PURCHASE ORDER

Ref.No. BCCL/PUR/ 114071/14-15/Haulage Rope/OTE/54/166

ORIGINAL BY REGD. POST

Date: 22.11.2014

To,

M/s Tatanagar Wire Ropes (P) Ltd. B/32-34, 3rd Phase, Industrial Area, Adityapur, Jamshedpur – 832109

Fax No.: 0657-2249056

VENDER CODE: 1/04/M/T/020 Email id:twrpl06@rediffmail.com

Vendor Category: MSE

Sub.:

Supply of Haulage Rope of Dia 19 mm & 22 mm

Ref:

1. This Office Tender no: This Office Tender no: BCCL/PUR/ 114071/14-15/Haulage Rope/OTE/54; Due & Opened on 22.09.14

2. Your Online Offer opened on 22.09.14 & subsequent correspondence on the above subject

Dear Sirs,

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

SCOPE OF SUPPLY:

HAULAGE ROPES

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

	Securities	Material	Qty. (km)	Unit Basic Rate	Extended Value		
SN	Description	Material)			
		Code	Reel	(Rs/km)	(Rs)		
		Annual Control of the	Size:2Km				
	Haulage Ropes of following sizes as per specifications indicated at Annexure-'A'						
1	19 mm	93060200192	4	75100.00	300400.00		
2	22 mm	93060200224	6	100800.00	604800.00		
	Sub Total				905200.00		
	Ex. Duty & Cess @ 12.36%			-	11182.72		
	Sub Total			V 400	1017082.72		
	VAT @ 5 %				50854.14		
	Total Landed Value				10,67,936.86		

2. <u>TOTAL ORDER VALUE</u>: The total material value will be Rs. 10, 67,936.86 (Rupees Ten Lakh sixty seven Thousand nine Hundred and thirty six & Paise eighty six only) on F.O.R. Destination basis.

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- 3. <u>Excise Duty & CESS</u>: Will be paid at actual on submission of documentary evidence. However, offered/Present rate indicated above.
- 4. VAT.: VAT will be paid as applicable. However, present indicated above.
- 5. Packing & Forwarding Charges: Nil
- 6. Freight & Insurance Charges: Nil
- 7. Mode of Dispatch: By Road on F.O.R. Destination.

NOTE: You will ensure safe & sound delivery of stores at consignee's end.

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8. Road Permit: Not required.

- 9. <u>Delivery Period</u>: To be delivered 50% quantity should be made within two months or earlier from the 10th day from the date of order & the balance quantity within the next two months and the date of receipt of materials at our stores shall be treated as the date of delivery. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated.
 - 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:

Circum Invitation of the Control of	
Consignee	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	HOD (F)(MM) , Purchase Finance , 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 and other documents as per order .
- 13. Guarantee /Warranty: The item will be covered by guarantee / warranty against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of materials. Any defect observed on this account shall be attended to immediately and replace the material within 30 days on mutual agreement.
- 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 "

- Performance Bank Guarantee Not Required.
- 16. Security Deposit Exempted as Submitted NSIC
- 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 cancelling 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) (nor souri) 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 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.

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.

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

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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.

Encl: ANNEXURE - 'A' at page no.5

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

(Alok Kumar) AM (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.
	e-BC no 128 & BC No BCCL / HQ / PUR-FIN / Store Budget/REV-
	BUDGET/2014-15/Other Stores (UG)/05 Dt. 24.05.13 for Rs. 1,10,72,000.00
M.B.(14-15)	e-FC No BCCL/PURFIN/FC/15 for Rs. 1,11,01,742.45 Dt. 22.11.14 under
communicated vide	'Other Stores (UG) 13-14'
Letter no. 1828 Dt.	Out of total e-FC amount of Rs 90, 19,182.14 for procurement from M/s
09.07.2014	Usha Martin Limited, Rs 10,67,936.86 for procurement from M/s Tatanagar
9.07.101.W	Wire Ropes Limited & Rs 10,14,623.75 for procurement from M/s Visakha
	Wire Ropes Limited

Copy to:

- Depot Officer, Central Stores, Ekra BCCL
- 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. CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL
- 7. Copy for kind information to IEM: Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony ,New Delhi-110048

TECHNICAL SPECIFICATIONS

DESCRIPTION & QUANTITY: The details of Description & Quantity are furnished below:

a. Un-galvanized, Round Strand Steel Haulage Rope, 6 x 7 Construction , Basic Grade Preformed , FMC, Lay-RHL, TS 100/110 Tons/Sq. Inch (1570N/MM2), Conforming to IS - 1856 (latest) with Fibre Main Core as per IS - 1804 (latest), ISI marked .

		Reel Size
S.No.	Item	(km)
1	Haulage Rope 19 MM	2.0
2	Haulage Rope 22 MM	2.0

b. Test Certificate of the ropes, for routine tests shall be submitted along with each reel, as per IS: 1856 (latest).

AM(MM)