



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

**Purchase order**

Purchase order by speed post

**Ref no:** BCCL/PUR/ 116088/Dust Bin/DMC/16-17/147

**Dt.**29.10.2016

To,

M/s PRABH DAYAL OM PRAKASH INFRASTRUCTURE PRIVATE LIMITED

2880, SIRKIWALAN,HAUZ QAZI

DELHI -110006

Phone no. 8447734257, 01127351170

e-mail: info@sheetaltanks.co.in

Vender code :1/01/M/S/038

Type-Manufacturer,MSEs

**Sub. : Supply of Dust/Waste Bins.**

**Ref. :-** This office open e-tender enquiry no.: BCCL/PUR/ 116088/16-17/Dust bin/OTE/51

opened on 15.10.2016 (on line) under e-procurement. Tender id no. 2016\_BCCL\_48421\_1 .

Your on line offer bid no. 139768 dtd 5.10.2016 and subsequent correspondences 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 Dust/Waste Bins at the following specification price, terms and conditions:-

**Scope of Supply :**

sl no.	Description	Qty in nos	Basic unit price in RS	Extended price in Rs.
1	Dust/Waste Bins. Detail specification and other parameters as per enclosed Annexure-A	30	39366.00	1195980.00
	Extra CST@ 12.5%			149497.50
	Landed price in Rs.			13,45,477.50
			Round off Rs.	13,45,477.00
Total Extended value : Rs.- Thirteen Lakh forty five thousand four hundred seventy seven only.				



**Terms and Conditions :**

1	Price	Firm till execution of the contract & F O R Destination basis.
2	ED	ED –not applicable .if applicable it will be borne by you.
3	CST	Extra as applicable within delivery schedule @12.50%
4	Packaging & forwarding charges	NIL
5	Freight & insurance	Nil
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).Bank detail enclosed
7	Delivery	To be delivered within 21 days from the date of receipt of order , . Delivery schedule shall be reckoned from the 10 <sup>th</sup> day from the date of order and the date of receipt of materials <b>at our stores</b> shall be treated as the date of delivery. Road permit (if required) is issued by consignee.
8	Guarantee/ Warranty	<p>The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 24 months from the date of commissioning or 30 months from the date of receipt and acceptance, whichever is earlier.</p> <p>Rectification of all the defects developed within 2 year guarantee period will be covered by the supplier to be carried out within 2 week of complaint reported. In case of non-compliance within the 2 week period from the date of complaint reported, 0.1% of landed price of 1 unit per week per unit will be deducted from their PBG (Performance Bank Guarantee).</p>
9	L.D. Clause	<p>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 delivery or dispatch 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:</p> <p>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 .</p>

*Q*



	<p>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 cancelling the supply order in respect of consignment not yet due for supply or</p> <p>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</p> <p>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.</p> <p>e) To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>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.</p>	
10	Mark&model – “Sheetal Mobile Bin”	
11	<p><b>Price Fall Clause</b> 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.</p> <p>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.</p>	
12	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad.
13	Paying Authority	HOD (F) Pay, Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad 826005.
14	Submission of bill	Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority.
15	Inspection	Final inspection at consignee end by GM(CSR) or by his authorized inspecting authority at Central stores Ekra, BCCL.
16	<p><b>Force Majeure Clause</b></p> <p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / 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</p>	

*Am*



	<p>extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.</p> <p>b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>
17	<p>Security Deposit</p> <p>Exempted being registered with NSIC (valid up to 19.03.2017)</p>
18	<p>PBG(Performance Bank Guarantee)</p> <p>You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value(order value means FOR destination price including taxes, duties, transportation &amp; insurance charges &amp; other charges if any) .The performance guarantee shall be submitted in the form of Bank Guarantee issued by a scheduled Bank /Nationalised Bank on non judicial Stamp paper valuing Rs. 250.00.The period of Performance Bank Guarantee will cover the guarantee/warrantee period plus three months .The validity of PBG may be extended in case the ordered items do not work satisfactorily within the guarantee warrantee period. It shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. No payment will be made without submission of required Performance Bank Guarantee</p>
19	<p><b>Inspection &amp; test clause</b></p> <p>i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. iii)If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods</p>





	having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
20	Price Certification You should submit a certificate along with supply /bill stated as : The rates of stores under this contract are the lowest at which we are selling to any other customer/ Govt. depts./under taking/ subsidiary of CIL .if the materials are sold at any lower rate than mentioned herein to any other agency, the same will be automatically be applied to this contract from the date.
21	Jurisdiction Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as per techno-commercially acceptable offer of firm .

**N.B:-** This issues with the concurrence and approval of competent authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

**Encl :** Annexure-A (Technical details with other parameters) and PBG Format

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd.  
(A K Sinha)  
Sr. Manager (MM)Pur

**INDENT REFERENCE:-** This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.
i) Indent for supply of 30 Dust bin /Waste bins approved by D(P), BCCL dtd 06.09.16 for collection of day to day waste in Dhanbad under CSR against note reference No 49 dtd 29/06/16. ii)IR Ref No: 116088 dtd 07.09.2016	e-BC No: 3120 dtd 28.10.2016 ,eFC no. 2685 dtd 28.10.2016 having BC sl no. 89 ,BCCL/REV/HOD(Pay)I/C/FC/16-17/2700/CSR activity /56 dtd 28.10.2016 for Rs. 13,45,477.00

Copy to:

- 1.Depot Officer, Ekra Central Store.BCCL Dhanbad
- 2.HOD (F)Pay , BCCL HQ, Koyla Bhawan.Koyla Nagar Dhanbad
- 3.GM (CSR), Koyla Bhawan. Dhanbad , For kind information and needful.
4. MM(Tech Cell), MM Div, Koyla Bhawan.
6. IEM : Shri Naresh Chaturvedi, IAS ( Retd), CL-14, Sector-II, Salt Lake, Kolkata-700091
- 7.Master File/Office Copy.



## ANNEXURE -A

### (A) SCHEDULE OF REQUIREMENT:

SL.NO.	ITEM DESCRIPTION	Quantity
1	Dust Bins	30 Numbers

### (B) Technical Specifications & Scope of Supply of Dust Bin/Waste Bin

Bin should be elegantly designed, one piece moulded of 1100 Litres capacity manufactured from special grades of low linear density Polyethylene material duly reinforced with Outer MS Jacket for strength, compatible with any automated Refuse Collector provided with 4 Heavy Duty Wheels fabricated on M.S. Jacket and fully open able pilfer proof Twin Covers with two side window facility in green & blue colours. The Bin should have combination of MS+ plastic for strength and corrosion free life; they should be provided with Reflectors on four sides.

#### **Features required:-**

- Compatible with any Refuse Collector
- Pilfer proof Twin Lid Design
- Easily accessible
- 100% hygienic & easy to clean
- Easy to use, handle & transport
- Maintenance free
- One piece moulded and strong
- 2 side window facility

#### **Detail Specifications:**

Application: For storage, handling and transfer solid waste at secondary point.

Capacity: 1100 Litres

#### **Container & Lid:**

Thickness: Overall Average 6 mm (+/- 1 mm)

Weight: Approx. 46 Kgs (+/- 1 Kgs)

Colour: Green & Blue

#### **Material Specifications:**

Material: - Special Grade of Polythene material, Non-toxic, free from any contamination, chemical resistant and UV stabilized.

Density: - as per IS 7328-1992

Tensile:  $\geq 120$  Kg/Cm<sup>2</sup> as per IS 8543 Strength (Part 4/Section-1) 1984

Flexural Strength  $> 3000$  Kg/Cm<sup>2</sup> as per guidelines of IS 13360 (Part 5/Section-7) 1997

Resistance to Impact: As per IS 12701 : 1996 (No sign of cracking or puncture/ damage of the Samples)

Colour Fastness: As IS 2454: 1985

UV: Polyethylene is blended with 0.25% of UV stabilizers

Vicat Softening Temperature: 1160 C as per IS 13360 (Part 6/Section – 1) 1999

**Wheels:**

Type: 04 Nos. Swivel type Heavy Duty Wheels fabricated at bottom of MS structure as per below mentioned dimensional details.

Dia: 200 mm (+/- 5 mm)

Width : 50 mm (+/- 5 mm)

Material : Special Polymeric Material

**MS Structure:**

Design: Fabricated out of MS Flat and required accessories for additional protection to Bin and efficient operations during unloading of Garbage.

MS Flat : 50X6 mm

Side Handles: Dia 25 mm. Rod fabricated on two sides.

Weight: Approx. 50 Kgs.

Printing: 1. **All dustbin supplied should have written on all 4 sides.**

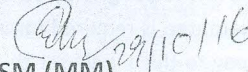
“निगमित सामाजिक दायित्व

के तहत

बी.सी.सी.एल. द्वारा प्रदत्त”

2. One display Board behind each dust bin written thereon: - “कूड़ा कूड़ेदान में

ही डालें।”

  
SM (MM)



## FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----  
-----hereinafter called the Seller has entered into a Contract No.-----  
-----dt.------(hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office  
(address to be given.....)(hereinafter called , the Purchaser) to supply equipment on the terms  
and conditions in the said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We,----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made 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 seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We,----- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing on or before the ----- ( date to be given-----period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., (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 no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) 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 seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an 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 this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser , in writing.

6. 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.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

[ 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 Civil courts Dhanbad District only.]

Date----- Day of -----20

For ----- Bank

Signature of the authorised person  
for and on behalf of the Bank  
Emp. Code.



# Annexure-A4

## Mandate Form for Electronic Fund Transfer / Internet Banking Payment

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1	VENDOR / SUPPLIER / CONTRACTOR / CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	PRABH DAYAL OM PARKASH INFRASTRUCTURE P 2880, SIRKI WALAN, HAUZ KAZI, DELHI-110006 011-27351170, 011-27351172
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	STATE BANK OF INDIA
	B. BRANCH NAME: (Including RTGS Code)	SME BR. METAJI SOBHASHI PLACE SBIN0004301
	ADDRESS:	H-4, VARDHAN NORTH EXT. PLAZA, PITAMPURA
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (As appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	110002405
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	CC Account
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	32580752542
3	DATE OF EFFECT:	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:

*[Signature]*  
Signature of the Customer/  
Vendor / Supplier / Contractor

Certified that the particulars furnished above are correct as per our records

*[Signature]*  
Signature of the Authorized  
Officials from the Bank

*[Signature]*  
Authorized Signatory