

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

ORIGINAL BY REGD. POST

Phone: 0326-2230181 Fax No.: 0326-2230183 Website: <u>www.bccl.gov.in</u>

SUPPLY/PURCHASE ORDER

Ref.No. BCCL/115259/16-17/ Engg.Wire Ropes HEMM /151

Date: 02.11.2016

To.

M/s Sutlej Ropes Private Limited

Jash Chamber, 2nd Floor, Sir P.M. Road, Fort, Mumbai-400 001

Vender Code: 1/17/M/S/032 E-mail:info@sutlejropes.com Vendor Category: NSIC&MSME

PAN- AAHCS7537C

Sub.: Supply of Engg. Wire Ropes for HEMM.

Ref: 1. This Office Tender no: BCCL/Pur/115259/16-17/Engg Wire Rope/RE/OTE/07 opened on 20.05.2016 Tender ld: 2016_BCCL_35937_1

2. Your online Bid no.100782 dtd 12.05.2016 and 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: Engg.Wire Ropes for HEMM

Un-galvanised steel wire ropes with round strands, basic grade, preformed, conforming to the BIS standards and other construction as mentioned here under suitable for Engineering & Excavation purposes. The detailed description along with specification / size of the items along with Cut-Length-size, quantity to be supplied, Unit Rate and Extended Value will be as indicated below:

| | diedeca peretti | | | | | | |
|-----|---|-------------|------------|----------------|--|--|--|
| NIT | Description | Qty | Unit Basic | Extended Value | | | |
| SN | | (Mtr) | Rate (Rs) | (Rs) | | | |
| 3 | Dia: 32 mm; Cut Length: 130 mtr; 6/36,RHL, IWRC, Tensile strength 1770 N.mm2 conforming to BIS 2266/2002(latest amendment) | 260.00 | 265.35 | 68,991.00 | | | |
| 10 | Dia: 16 mm; Cut Length: 138 mtr; 18/19 S, Un Galvanised ,RHO,IWRC,TENSILE Strength 1960 N/mm2,Compacted,Both Side Free, Tapered & Brazed, MBL 181.5 KN as Per Specification UM 13 | 552.00 | 84.00 | 46,368.00 | | | |
| | Sub Total | 1,15,359.00 | | | | | |
| | Ex. Duty & Cess @ 12.5 | 14,419.88 | | | | | |
| | Sub Total | 1,29,778.88 | | | | | |

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| CST @ 2 % | 2,595.58 |
|--|-------------|
| Freight Charges @ Rs 20.48 /Mtr for item sl no.3 (Rs 5324.80) & Rs 5.61/Mtr for item sl no.10 (Rs 3096.72) | 8,421.52 |
| Total Landed Value (Rs) | 1,40,795.97 |
| Total Landed Value on FOR Basis in Rs (Round off) | 1,40,796.00 |

2. Price: Firm and FOR destination basis.

TOTAL ORDER VALUE: The total order value will be 1,40,796.00 (Rupees One lakh forty thousand seven hundred ninety Six only).

3. Excise Duty & CESS: Will be paid at actual on documentary evidence.

However, your offered rate is 12.50% as indicated above.

- 4. CST.: CST will be paid as applicable. Your offered rate is 2 % as indicated above.
- 5. Packing & Forwarding Charges: Nil
- 6. Freight: As mentioned above against documentary evidence.
- 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. Road Permit: Not required, if required Road permit will be issued by consignee.
- 9. <u>Delivery Period</u>: Delivery within three months from date of receipt of Order . However early supply will be appreciated.

[Delivery period will be reckoned from 10th day of placement of this supply order and the date of receipt of materials at our stores shall be treated as the date of delivery.]

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, Central Stores, | H.O.D (F)(MM), MM Division Koyla | |
| Jealgora, B.C.C.L. | Bhawan, B.C.C.L., Dhanbad | |

- 11. <u>Payment Term</u>: 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. <u>Submission of Bill</u>: 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)

| 1 | Name of Firm | M/S Sutlej Ropes Private Limited |
|---|---------------------|----------------------------------|
| 2 | Address of Firm | Jash Chamber, 2nd Floor, Sir |
| | | P.M.Road, Fort, Mumbai-400 001 |
| 3 | Name of BANK | Axis Bank Ltd |
| 4 | Branch Name of Bank | Fort Branch, Mumbai |
| 5 | RTGS Code | UTIB0000004 |
| 6 | Account Type | Current Account |
| 7 | Account No. | 004010200782791 |
| 8 | PAN No. | AAHCS7537C |

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<u>CENVAT</u>: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. <u>Guarantee / Warranty</u>: The firm shall furnish the manufacturer's composite guarantee of satisfactory performance of the same in all respect for 18 months from the date of receipt & acceptance of material with the consignee or 200 working hours for wire rope upto 10 mm diameter and 500 hours for wire rope diameter more than 10 mm from date fitment, which ever will occur earlier. If any defects are found due to faulty design, inferior quality of material or bad workmanship, the defective parts shall have to be replaced by the supplier free of cost within 30 days of such intimation by the end user.
- 14. <u>PRICE CERTIFICATE</u>: 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. <u>Fitment guarantee:</u> The firm should give a guarantee of fitment of the supplied parts in the above model without any alteration i.e. addition or deletion.
- 16. Security Deposit Exempted as being registered with NSIC.
- 17. <u>Inspection</u> Final inspection shall be carried out at the consignee end after receipt of materials by GM (Excv) or their authorized representative.
- 18. PENALTY FOR FAILURE TO SUPPLY IN TIME:

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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 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.

20, Manufacturer Identification Mark/LOGO EMBOSSING

They should confirm that the item supplied by them will be engraved/embossed with their manufacturer's identification mark/logo, preferably at a non-wearing surface. In a case if embossing/engraving is not possible, the supplied items should be properly tagged for proper identification.

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21. AFTER SALES AND SERVICE

The firm should confirm that they will be able to provide after sales service to the end user.

22. . No manufacturing drawing or sample of the item will be provided to the firms

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION 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 confirmed in technocommercially acceptable offer of bidder.

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.

Enclosure: (Format for Security Deposit Bank Guaranty format)

INDENT & BUDGET CERTIFICATION REFERENCE

| Sl.No. | Indent no. and Date | B.C.& F.C. Reference |
|--------|--|---|
| | INDENT CUM MB/WIRE ROPE/15/na/53 DTD26.08.2016 | BCCL/Hq/Pur Fin/Store Budget/Advance action/ Rev.Budget /Excv/2016-17/Other Store (u/g) /46 dtd 28.10.2016 of Rs 73,47,080.00 & e.B.C.No.431 dtd 28.10.2016. |
| ļ | IR No.115259 dtd 03.02.2016 | FC no. BCCL/Pur Fin/FC/39 dtd 28.10.2016 for Rs 73,47,080.00 & e-FC No. 324 Dt. 28.10.2016. |

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

General Manager (MM)Pur

(AK Sinha)

Sr Manager(MM)

Copy to: 1. Depot Officer, Ekra Central Stores.

2. HOD(F)(MM), MM DIV, Koyla Bhawan.

3. GM(Excv)I/C, Koyla Bhawan.

4. MM(Tech Cell), MM Div, Koyla Bhawan.

5. Master File/Office Copy.

6. GM (MM) ECL/CCL/NCL/MCL/CIL/SECL

7. IEM: Shri Naresh Chaturvedi, IAS (Retd.), Address: CL-14, Sector-II, Salt Lake, Kolkata - 700091