



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.co.in](http://www.bccl.co.in)

### SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref. No. BCCL/PUR/116062/16-17/Wheel & Axle/OTE/43/168

Date: 13.01.2017

To,

#### M/s Shakticast Private Limited

At- K G Ashram, Gosaindih,

Govindpur Road

Dhanbad-828109

VENDER CODE: 1/13M/A/002

Vendor Type: Manufacturer (NSIC)

Email Id: shakticast@gmail.com

PAN No. AACCS7786C

Phone No.: 0326-2396010

Sub. : Supply of Wheel & Axle for Coal Tub.

Ref: 1.This Office e-Tender no BCCL/PUR/116062/16-17/Wheel & Axle/OTE/43 dtd 25.08.16 Opened on 19.09.16

2. Your Bid Id no. 134097 & subsequent correspondence 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 following items as per rate, terms and conditions indicated below:

SN	Description	Qty. (Nos of Pairs)	Basic Unit Rate (In Rs)	Extended Value(In Rs)
1	Coal Tub Wheel & Axle (Detailed technical specifications will be as per Annexure-A)	450	2600.00	11,70,000.00
	VAT @ 5.5 %			64,350.00
	Total Landed Rate on F.O.R. Destination basis (Rs)			12,34,350.00

1. Price: F.O.R. Destination basis.
2. Excise Duty & Cess: Not Applicable. If applicable the same will be borne by you
3. VAT: As above applicable at the time of supply within scheduled delivery period. Present rate of VAT is @5.5% as indicated above. If there be any increase in CST/VAT beyond the delivery schedule stipulated in the order that shall be to your account.
4. Packing & Forwarding Charges: Nil
5. Freight & Insurance Charges: As above
6. Mode of Despatch: By Road, Freight paid basis.

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

7. Road Permit: Road Permit, if required, may be obtained directly from the consignee under intimation to this office.



8. **Delivery Period:** Supply to commence within 2 months from the date of receipt of order with minimum quantity of 200 Pairs and to be supplied remaining quantity next month. However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10<sup>th</sup> day of placement of order. Any increase in the rate of taxes & duties beyond delivery period will be to your account.

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

Consignee	Paying Authority
The Depot Officer, Ekra Central Stores, Ekra, B.C.C.L.	HOD(F)MM Koyla Bhawan ,B.C.C.L. , Dhanbad

10. **Payment Terms:** 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.

Your Bank Details will be as under:

1	Name of Firm	M/s Shakticast Private Limited
2	Address of Firm	At-K G Ashram, Gosaindih, Govindpur Road, Dhanbad-828109
3	Name of BANK	State Bank Of India
4	Branch Name of Bank	SME Branch (Branch code-06541) RTGS Code-SBIN0006541
5	9 Digit Code of Bank Branch	MICR Code 826002017
6	Account Type	Cash Credit Account
7	Account No.	10217176362
8	PAN No.	AACCS7786C

11. **Submission of Bills:** 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. No payment will be made without submission of security deposit, if covered in order.

(Note - All documents to be submitted shall be duly authenticated)

**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.

BCCL is entitled to avail CENVAT/JVAT credit and it will be availed on submitting of all the necessary documents by you. JVAT: 404 will be submitted by you within the prescribed time limit as required under JVAT act.

An amount equivalent to VAT charged in the bill shall be withheld at the time of bill passing. You shall be liable to submit the form JVAT 404 within three months from the end of the relevant financial year. The amount withheld shall be refunded within 15 days from the date of submission of form JVAT 404 by you. The amount withheld shall bear no interest.

**12. 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. See Annexure A.

**13. 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."

**14. Make:** "SCPL" marked wheel & axle.

**15. Security Deposit:** Waived as being registered with NSIC valid upto 18.01.2017. In case if NSIC will not valid at the time of supply then you have to submit SD amount for 10% of total order value as per NIT.

**16. Inspection:** Final inspection shall be carried out at the consignee's end after receipt of materials by the concerned technical head or their authorized representative.

**17. 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 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 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.

**18. 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.

**19. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

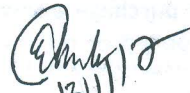
All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our NIT and as per techno-commercially acceptable offer of firm.

**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.

This contract is concluded with the issuance of this order. Two copies of the order are 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' technical specifications with drawing, SD format

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

  
(A K Sinha)  
Sr. Manager (MM)



**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	B.C. no.& e.B.C. No. and dt.
IR No. 116062 Dated: 23.07.16 MB Indent No. MB/07(A)/16-17 dtd 02.07.16	BC No:-BCCL/Hq/Pur Fin/ Store Budget /Advance action Rev. Bud./16-17/Excavation/other stores(U/G)/52 dtd 12.01.17 for Rs. 12,34,350.00 having e.B.C. No.524  FC No.BCCL/PUR FIN/FC/47 dtd 12.01.17 of Rs 12,34,350.00 Having e.F.C. No. 397

**Copy to:**

1. Depot Officer, Ekra Central Stores , BCCL
2. HOD(F)MM, Koyla Bhawan, BCCL
3. GM(E&M) I/C, Koyla Bhawan
4. MM(Tech Cell), MM Division, Koyla Bhawan
5. Master File/Office Copy
6. GM(MM) ECL/CCL/MCL/NCL/SECL/WCL
7. Copy for kind information to IEM: Shri Naresh Chaturvedi, IAS (Retd) :- CL-14, Sector II, Salt Lake, Kolkata-700091

  
SM(MM)

ANNEXURE-"A"SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS**(A) SCHEDULE OF REQUIREMENT:**

SL. NO.	ITEM DESCRIPTION	Quantity (PAIRS)
1	Wheel & Axle for Coal Tub	450

**Make: SCPL****(B) TECHNICAL SPECIFICATION OF COAL TUB WHEEL & AXLE**

CAST steel coal tub wheel & axles manufactured through furnace having 305 mm thread, 5 curved spokes, 76 mm thread crucible/Cupola width with hydraulic press fitted on 50 mm dia. Steel axles for plain inside journal suitable for 610 mm rail gauge, the wheel should conform to IS specification no.1030, Gr 20-40 with latest amendment and axle to Drg No BCCL/E&M/98-1 (Enclosed).

**Minimum weight of one set consisting of two wheels & one axle should be 47.500 Kg**

Axle material:-steel conforming to IS: 8500 (latest) as per drawing enclosed at next page.

Test Certificate of Cast Steel as per IS 1030, Gr. 20-40, latest Amendment, tested at any Govt. Test House, for the grade of steel, should be submitted along with Supply.

*Ch*  
13/1/17







### 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.

