



**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)

**Supply order**

Ref. No: BCCL/PUR/715330/ FR Grade Belting /16-17/52

Dt. 12.07.2016

To

M/s Gurukripa Conveyors.

(Manufacturer)

G-1 16/17/18 RHCO Industrial Area, Shahpura,

(V. code – 1/30/M/S/007)

Jaipur- 303103, Rajsthan

Phone: 01412743325

Mob: 9928886200

E-mail:- conveyorbelts.gkc@gmail.com

Sub. : Supply of FR Grade belting (1200 mm and 1000mm size) for use in UG mines in BCCL Dhanbad.

Ref:- This office tender enquiry No BCCL/PUR/715330/FR Conveyor belting /15-16/107 open domestic e tender opened on 08.04.2016 (on line) under e-procurement reverse auction and your on line offer bid id 93072 dtd 01.04.2016.and subsequent correspondences on the above subject under tender id no.2016\_BCCL\_33563\_1

**Dear Sirs,**

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of FR Grade belting (1200 mm and 1000mm size) on the following technical specification , price, terms and conditions:

**Scope of supply**

SN	Description	Qty. ( Mtrs )	Basic Rate/Mtr	Extended Value in Rs.
1	FR Grade conveyor belting, width 1200 mm(Detailed specification as per Annexure -A)	2610	1629.34	4252577.40
2	FR Grade conveyor belting, width 1000 mm (Detailed specification as per Annexure-A)	840	1374.08	1154227.20
			Sub Total	5406804.60
	Excise Duty @ 12.50%			675850.57

*Handwritten signatures and initials.*

Total in Rs.			6082655.18
CST @ 2%			121653.10
Landed value in Rs.			6204308.28
CMPDIL Inspection charge @ 1.00%			62043.08
Service Tax and cess on Inspection Charge @ 15%			9306.46
Total Contractual Value			62,75,657.82

(Total contractual value - Rs. Sixty two lakh seventy five thousand six hundred fifty seven and paise eighty two only)

Terms and Conditions :

1	Price	Firm & F O R Destination basis.
2	Excise duty	Excise duty will be paid extra at the rate applicable at the time of supply against documentary evidence required as per Excise rule for getting CENVAT credit . Present rate indicated above.
3	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C".
4	P&F charges	Nil, Consignment shall be supplied in suitable standard proper packing
5	Freight & transit insurance	nil
6	Issue of Road Permit etc.	Road Permit and form "C" may be obtained directly from the Consignee under intimation to this office.
7	Payment Term	100 % payment within 21days 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).
8	Delivery schedule	Supply of 1 Km of 1200mm & 400 Meters of 1000mm to be completed within 01(one) month from the date of receipt of order & there after remaining quantities shall be completed within 2-3 months or earlier. Delivery schedule shall be reckoned from the 10 th day from the date of issue order and the date of receipt of materials at our stores shall be treated as the date of delivery. Safe arrival of materials at consignee is yours responsibility.
9	Guarantee/ Warranty	Materials supplied should be guaranteed for a period of 12(twelve) months from the date of commissioning or 18 months from the date of receipt and acceptance of material 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..

*[Handwritten signatures]*

10	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 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:</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> <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>
11	PBG	<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/warranty period plus three months. The validity of PBG may be extended in case the ordered items do not work satisfactorily within the guarantee warranty 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>
12	Security deposit	Exempted being NSIC registered
13	Consignee	Depot Officer, Ekra Central Stores., P.O:- Bansjora (Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350) 9470595275




14	Paying Authority	HOD(F)MM MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
15	Inspection	Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions enclosed as Annexure-B. Final inspection at consignee end by GM (E&M)/e or his authorised representative.
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 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><b>Submission of Bills:</b></p> <p>a) Supplier shall have to submit (100% value of bill duly stamped &amp; pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes , challan, Inspection note ,warrantee/guarantee certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.</p> <p>c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.</p> <p><b>i)General:</b></p> <p>Serial No. of Invoice Description of the goods Classification of the goods Time and date of removal Mode of Transport and vehicle registration</p>	

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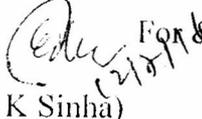
	<p>Rate of duty Quantity and value of goods and Duty payable thereon ii) Statutory particulars in respect of both the supplier and Consignee.</p>
18	<p><b>Price Fall Clause</b> i)The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at 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. 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>
19	<p><b>Inspection &amp; test clause</b> 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 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.</p>
20	<p><b>Price certificate :</b> you shall certify on the body of the bills /invoices that the price charged are the lowest and same as applicable to all Govt. Deptt./Public Sector Undertakings including CIL and its subsidiaries.</p>
21	<p><b>Jurisdiction:</b> Any disputes will have jurisdiction of Dhanbad Court &amp; Jharkhand High court only</p>

**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.

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Encl : Annexure-A (Technical details with other parameters), Annexure-B (pre dispatch inspection ), & format for PBG

Yours faithfully,

  
(A K Sinha)  
Sr. Manager (MM)Pur

  
(A K Chaudhary)  
GM (MM)Pur

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

Indent nos. and Date	Budget Certification Details.
i) BCCL / (E&M)/15-16/FR Grade Rubber Belting , dtd 17.07.2015 for 1200mm size and 1000 mm size (2610 mtrs and 840.00 mtrs respectively) IR Ref No: 715330 dtd 21.12.2015	i) e-BC No: BCCL/C & B/ CAP/ Feg. PN-06/SN17/eBC no. 61 (Cap 16-17) dated 01.07.2016 head P&M (Others) GM MM(HQ), for Rs 62,75,657.82 (Rupees Sixty two Lakh Seventy five thousand six hundred fifty seven and paise eighty two only) corresponding i) e-FC no: 29 dated 11.07.2016 (HQ) for Rs 62,75,657.82 (Rupees Sixty two Lakh Seventy five thousand six hundred fifty seven and paise eighty two only)

**Copy to:**

Depot Officer, Central stores Ekra, BCCL, Dhanbad  
HOD (F) MM Div, Koyla Bhawan.

GM (E & M)/c , Koyla Bhawan , Dhanbad

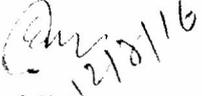
GM (E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi

✓ SM (Tech Cell), MM Div, Koyla Bhawan.

Master File/Office Copy.

GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL.

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

  
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GM (MM) Pur

**Annexure-A**

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS of FR Grade Conveyor Belting (size-1200 mm and 1000mm)

A) Rubber conveyor belting pre-stretched ,straight ply/skim coated, open end ,cut edge ,suitable for 20-35 deg. Tougning angle ,fire resistant ,Anti Static Nylon and Nylon construction, conforming to IS : 1891 as amended up to date :-
1.1200 MM FR grade rubber belting :- 2610 mtrs (Mat code 93050300091)
2. Type of belt carcass :- Nylon-Nylon
3. Min.tensile strength KN/M- 1000
4. Min. nos of plies - 4
5. Face cover thickness in mm :- 5
6. Back cover thickness in mm :- 3
7. Condition of material to be conveyed :- wet and abrasive
8.Duty Condition :- heavy duty
9. Roll length will 200 meters each & last roll of length 210 Meters
10. Tolerance :- As specified in IS:1891 (latest)
Weight of the belt (Kg/M) - 17
Specify offered quantity: 2610 mtrs
Specify make: Gurukripa
B) Rubber conveyor belting pre-stretched ,straight ply/skim coated, open end ,cut edge, suitable for 20-35 deg. Tougning angle ,fire resistant ,Anti Static Nylon and Nylon construction, conforming to IS : 1891 as amended up to date :-
1.1000 MM FR grade rubber belting :- 840 mtrs,(Mat code -93050300143)
2. Type of belt carcass :- Nylon -Nylon
3.Min.tensile strength KN/M- 800
4. Min nos of plies - 4
5. Face cover thickness in mm :- 5
6. Back cover thickness in mm :- 3

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7. Condition of material to be conveyed :- wet and abrasive

8. Duty Condition :- heavy duty

9. Roll length will 200 meters each & last roll of length 240 Meters

10. Tolerance :- As specified in IS:1891 (latest)

Weight of the belt (Kg/M ) – 15

Specify offered quantity: 840 mtrs

Specify make: Gurukripa

**Note :-** 1. The belting shall conform to following standards as recommended in DGMS (Tech)/Circular No 6 /Dhanbad dated 6.9.2001

a. Fire resistant properties of the cover :- Conform IS 340

b. Drum Friction Test :- Conform IS :1891 (PART -5)-1993

c. Max surface electrical resistance :- Conform IS :1891(PART-5)-1993

d. Cover Abrasion loss leattets (when tested as per DIN-53516) :- 175 mm<sup>3</sup>(max)

2. Grade of rubber cover shall be as per M-24 of IS:1891(PART-1) except for the parameters specified above.

3. Belting with carcass of solid woven fabric of equivalent tensile strength is also acceptable.

4. The tolerance on reel length shall be such that even if the outer layer of the reel has to be cut due to any damage in transportation ,the reel length shall not fail below the minus tolerance specified in IS:1891(Part-1)

5. The belt should carry identification mark as per clause 18.1 of IS:1891(PART-1)-1994

6. Each packed roll must indicate gross weight of the roll and net weight of the belt.

  
SM (MM) 12/7/16

  
GM (MM) Par 12/7/16

**Annexure-B (Pre dispatch inspection)**

**Inspection:** Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans. Verification of records and documents of your works. Verification of documents and test certificate of bought out items and cross checks. You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost. Final testing and checking of materials as per specifications. M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1.00% of total F.O.R. Destination price with service Tax of 15% is to be paid to M/s. CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing. Minimum 7 calendar days notice shall be given by you to M/s. CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.

Please send inspection call to M/s. CMPDIL, Ranchi/ their Regional Office as indicated above. Final inspection shall be arranged by the consignee after receipt of the material at our destination. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

Final Inspection shall be carried out at the consignee end by authorised representative of GM (E&M) after receipt of materials.



**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 relieved 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) hereby 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

Emd. Code.