


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p>Bharat Coking Coal Limited</p> <p>A Mini Ratna Company</p> <p>(A Subsidiary of Coal India Limited- A Maharatna Company)</p> <p>Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005</p> <p>CIN : U10101JH1972GOI000918</p>		<p>Office of the General Manager Materials Management Department</p> <p>Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005</p> <p>Phone: 0326-2230181</p> <p>Fax No.: 0326-2230183</p> <p>Website: www.bcclweb.gov.in</p>
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SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref.No. BCCL/PUR/ 114174/CS GEAR 5T, 8T and 10T/15-16/OTE/04/84

Date: 13.08.2016

To,

M/s Diesel Pump Engineers

131, Tagore Road Durgamandir, Asansol,
Pin- 713303

Old Vender Code:229100

New Vendor Code :1/03/M/U/085

PAN: AAFFD5312Q

Vendor Category: Manufacturer (NSIC)

Sub.: Supply of Cage Suspension Gear 10T SWL.

Ref : 1. This Office Tender no: BCCL/PUR/ 114174/CS GEAR 5T, 8T and 10T/15-16/OTE/04 opened on 15.06.2015 and Tender Id no.: 2015_BCCL_12137_1
2. Your online Offer against Bid Id No. 32292 dtd 10.06.15 & 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:

1. SCOPE FOR SUPPLY:

S.N.	Description	Qty (Sets)	Basic Rate per sets (In Rs)	Extended Value (Rs)
1	10 T SWL C S Gear Technical Specifications as per Aneexure-A	1	4,00,000.00	4,00,000.00
	CST @ 2 %			8,000.00
	Landed Rate on F.O.R. Destination basis (Rs)			4,08,000.00

2. **Price:** F.O.R. Destination.

3. **Excise Duty & CESS:** ED will not be applicable and if applicable then will be borne by the firm.

4. **CST:** CST will be paid as applicable. However, presently applicable rate @ 2% as indicated above.

5. **Packing & Forwarding Charges:** Nil.

6. **Freight & Insurance Charges:** Nil.

7. **Mode of Dispatch:** By Road, Freight paid basis.

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

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

9. **Delivery Period:** 50% supply will be completed within 3 months the date of receipt of order and balance 50% to be completed within 2 months thereafter. Delivery period will be reckoned from 10th day from the date of placement of order 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:

Consignee	Paying Authority
The Depot Officer, Central Store , Ekra, BCCL	H.OD. (F), MM Division , Koyla Bhawan , B.C.C.L. , Dhanbad

11. **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 at the consignee's end. Payment will be made through EFT (Electronic Fund Transfer)/ ECS (Electronic Clearance System).

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.

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

13. **Guarantee /Warranty:** As per annexure 'A' and 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.

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."

15. **Security Deposit:** Exempted as Submitted NSIC (Valid upto 10.12.2017).If NSIC will not valid on the date of supply then you are required to renew the NSIC otherwise you have to submit Security deposit of 10% amount of total order value as per NIT.

16. **Inspection:** Final inspection shall be carried out at the consignee 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 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:

- 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 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.

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

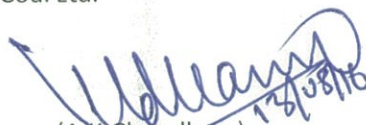
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

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" (Technical Specifications)

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


(Alok Kumar)
Assistant Manager (MM)


(A.K. Choudhary)
General Manager (MM)-Pur

(This has got the concurrence and approval of competent authority)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	B.C. & F.C. no. & dt.
Indent No.: BCCL/GM (E&M)/F-8-indent/14- 15/157(A) dated 12.09.2014 IR No.: 114174 dated 31.10.2014	B.C.No.:BCCL/C&B/CAP/Reg.PN-36/SN-21/e.B.C.No.129 dtd 26.07.16 (Cap 16-17) under Head P&M (Safety) New Job of amount Rs 4,08,000.00 & e.F.C.No.53 dtd 05.08.16 for Rs 4,08,000.00

Copy to:

1. Depot Officer, Central Store , Ekra, BCCL
2. H.O.D.(F)(MM), MM DIV, Koyla Bhawan
3. GM(E&M)/C, Koyla Bhawa
4. MM(Tech Cell), MM Div, Koyla Bhawan
5. Master File/Office Copy
6. GM (MM), CCL / NCL / WCL / SECL / MCL / ECL
7. IEM: Prof (Dr) L.C. Singhi, IAS(Retd.), L-31, Third Floor, Kailash Colony, New Delhi-110048

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ANNEXURE-'A'**SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS****SCHEDULE OF REQUIREMENT:**

SL.NO.	ITEM DESCRIPTION	Quantity (Sets)
1	10T SWL C S Gear	01 (One)

TECHNICAL SPECIFICATION FOR 10T C. S. GEAR

10T-SWL C S Gear set comprising of 10T-SWL Rope Capel(suitable for 32mm winding rope), 10T-SWL Safety Hook with Catch Plate and 10T-SWL D-Plate with bridle chain, shackles, pins etc.

IMPORTANT TERMS :--**(A) The manufacturer shall:**

1. Ensure Design, Material including chemical composition, Heat treatment, Manufacturing, Dimensions and Factor of Safety of the Cage Suspension Gears and its component shall conform to IS : 7587 Part I to VIII or its respective revised version.
2. Have adequate knowledge, facility for Forging, machining, drilling and finishing of the Cage Suspension Gears and its components shall be done at the manufacturer's works and also strictly strictly comply to DGMS Circular (Tech) No. 1 of 2001 and fully responsible for quality of the Cage Suspension Gears and its components.
3. Ensure the Cage Suspension Gears and its components for sound construction, good finish, free from defects like cracks, roughness, deep tool marks, deep notches and made within permitted limits of tolerance of the dimensions comply with the relevant standard of BIS.
4. Furnish all the test reports/certificates with each consignment of Cage Suspension Gears and its components as per the standard IS:7587 Part I of 2004 or its revised version.

(B) Testing and Examination:

1. Each prototype of the Cage Suspension Gears and its components shall be tested for its safe working load, Proof load, Breaking load, NDT, Chemical composition, Izod Impact Test and Factor of safety etc. at any Government approved laboratory or a Test house accredited by NABL may also be accepted, subject to confirmation to its ability to conduct such tests and passing the tests as per IS:7587 (Part I to VIII) or its revised version.
2. Manufacturer must have own magnetic particle flaw detector and ultrasonic flaw detector alongwith operators possessing

requisite level-II certificates from ASTM/ISTM and shall conduct test of each components Cage Suspension Gears for ultrasonic testing and magnetic particle testing and reports of the same shall be recorded in bound-paged book at their works.

(C) Marking :

Each component shall be legibly and permanently stamped on non-wearable portion of the part as per the relevant standard of IS:7584 (Part I to VIII) or its respective revised version. Copy of the valid DGMS approval must be submitted with the offer and also at the time of execution of order.

(D) General requirement :

Field trial observations will be conducted of Cage Suspension Gears and its components for a period of one year of fresh consignment and result of joint field observations particularly in respect of grip, condition of pins, pitting, corrosion, Non Destructive Test and also any shortcoming in the installation likely to adversely affect affect the cage suspension gear components shall be rectified.

(E) Life :

The life of Cage Suspension Gear and its components shall be six years from the date of installation as per DGMS Circular (Approval) no. 3 of 1979.

(F) Compliance to DGMS circular/Valid DGMS approval:

You have to submit valid DGMS approval copy or comply the standards and guidelines under the General Order No. DGMS/Mech./Tech. Cir. (Approval) No. 01, Dhanbad, dated 13.2.2015.

AK

Vidhant