


Under jurisdiction of Dhanbad Court and Jharkhand High Court Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) 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.bcclweb.gov.in
--	---	--

SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref.No. BCCL/PUR/115269/15-16/Components of C.S.Gear 12T SWL/LTE /35/122 Date: 23.09.2016

To,
M/s Shakticast Private Limited
 P.O-K,G Ashram, Gosaindih, Govindpur Road,
 Dhanbad, Jharkhand-828109

New Vendor Code: 1/13/M/A/002
 PAN: AACCS7786C
 Vendor Category: NSIC & Ancillary Unit

Sub.: Supply of Components of Cage Suspension Gear 12T SWL.

- Ref : 1.This Office Tender no: BCCL/PUR/ 115269/15-16/Components of C.S.Gear 12T SWL/LTE/35 dtd- 05.04.2016 opened on 29.04.2016 and Tender Id no.: 2016_BCCL_34779_1.
 2.Your online Offer against Bid Id No. 97675 dtd 27.04.2016 & 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:

SN	Description	Qty. (Set)	Unit Basic Rate (Rs)	Extended Landed Value (In Rs)
1	DGMS earlier approved type Cage Suspension gear components as per latest DGMS circular standard and drawings, SWL 12 T comprising bridle chain & shackle pins with distribution plate & link plate (suitable for 40mm dia winding rope)	01	2,10,000.00	2,10,000.00
	VAT@5%			10,500.00
	Total Landed Rate on FOR Basis			2,20,500.00

2. **Price:** F.O.R. Destination.
3. **Excise Duty & CESS:** ED will not be applicable and if applicable then will be borne by you.
4. **VAT:** Applicable as indicated above, will be paid at actual on documentary evidence.
5. **Packing & Forwarding Charges:** Nil.
6. **Freight & Insurance Charges:** Nil.
7. **Mode of Dispatch:** By Road.

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

AA

AA

8. **Road Permit:** Road Permit, if required, may be obtained directly from the consignee under intimation to this office.
9. **Delivery Period:** Supply to be completed within 3 (Three) months from receipt of order. 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, regional Store, P.B.Area, 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 having Monetary Limit of Rs. 47 Lakh (Valid upto 18.01.2017). NSIC should be valid upto date of supply otherwise you have to submit Security deposit of 10% amount of total order value as per NIT or renewed it if required.
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 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 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.Sinha)
Senior Manager(MM)

(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.: PBA/AM(E&M)/2015-16/18 dtd 07.10.15 IR No.: 115269 Dated:16.02.16	B.C.No.: BCCL/C&B/CAP/Reg.PN-36/SN-31/e.B.C.No.163 dtd 06.08.2016 (Cap 16-17) under Head P&M (Safety) New Job of amount Rs 2,20,500.00 & e.F.C.No.132 dtd 19.09.2016 for Rs 2,20,500.00

Copy to:

1. Depot Officer, Regional Store , P.B.Area, BCCL
2. H.O.D.(F)(MM), MM DIV, Koyla Bhawan
3. GM(E&M)I/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

AM

Q

ANNEXURE-'A'

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

Item: DGMS earlier approved type Cage Suspension gear components as per latest DGMS circular standard and drawings, SWL 12 T comprising bridle chain & shackle pins with distribution plate & link plate.(suitable for 40mm dia winding rope)

Qty: 01 Set.

Following Terms to be followed:

(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 & strictly as per earlier DGMS guidelines.
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 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. All items 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 or its revised version.
2. Manufacturer must have own magnetic particle flaw detector and ultrasonic flaw detector along with 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 or its respective revised version.

(D) 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.

(E) 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.

AMK

Q