



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

Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: <u>www.bccl.gov.in</u>

Office of the General Manager

Materials Management Department

SUPPLY/PURCHASE ORDER

Ref.No. BCCL/PUR/113319/Siding Lab Equipments/15-16/OTE/59/61

ORIGINAL BY REGD. POST.

Date: 23.07.2016

To,
M/s Gon Engineering Works
J.C. Malik Road , Hirapur
Dhanbad-826001

E-mail Id:gon@goninstrument.com Vendor Code: 1/22/M/S/049 & 235038 Vendor Category: NSIC PAN-ACUPG8751A

Sub.: Supply of Lab Equipments

Ref: 1. Our Tender No. BCCL/PUR/113319/SIDING LAB EQUIPMENTS/15-16/OTE/59 DTD 08.10.15 opened on 04.11.2015 & Price Bid opened on 26.02.16, Tender id: 2015_BCCL_23434_1

2. Your online Bid no. 64604 & subsequent correspondence on the above subject &last correspondence of validity extension letter dtd 15.06.2016.

Dear Sir,

With reference to the above, we , for and on behalf of BCCL , hereby place $\underline{\text{PURCHASE}}$ $\underline{\text{ORDER}}$ on you for supply of following items as per rate , terms and conditions indicated below :

1. SCOPE OF SUPPLY: Lab Equipments

The detailed description along with specification of the items, Qty. to be supplied, Unit Rate and Extended Value will be as under:

SI. N o	Description of Work / Item(s)	Qty (in Sets)	Basic Rate (In Rs /Sets)	Total Amount (In Rs)
1	Jaw Crusher for coal testing including all accessories	13	88,000.00	11,44,000.00
2	Secondary Coal Crusher (Double roll crusher) for coal sample crushing including all accessories	13	94,000.00	12,22,000.00
3	Mini mill (Hammer/Beater Type) including all accessories	4	52,000.00	2,08,000.00
4	Humidity chamber to be maintained at 60% R.H & 40 °C	2	46,000.00	92,000.00
5	Hot Air Oven to be maintained at 108°C	2	17,500.00	35,000.00
6	Air Oven to be maintained at 38 °C	2	17,500.00	35,000.00

Page 1 of 10

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9 V.M.	Furnance Temp 900 deg C	1	22,000,00	72.000.00
		1	22,000.00	22,000.00
			Sub Total (In Rs)	27,58,000.00
			VAT @ 14.00 %	3,86,120.00
		-\ _ \-	Total	31,44,120.00
	CMPDIL Pre dispatch inspection charges @1% Service Tax @15% on Inspection charges Total Value of F.O.R Basis		31,441.20	
			4,716.18	
			31,80,277.38	
	Total approx. Value of	F.O.R Basis		31,80,277.00

Date: 23.07.2016

(Technical specifications as per Annexure-'A')

- 2. <u>TOTAL ORDER VALUE</u>: The total material value will be **Rs 31,80,277.00** (Thirty One lakh eighty thousands two hundred seventy seven only) on F.O.R. Destination basis.
- 3. Excise Duty & CESS: Not Applicable, if applicable the same will be borne by you.
- 4. <u>VAT.</u>: VAT will be paid as applicable. However, present indicated above.
- 5. Packing & Forwarding Charges: Nil
- 6. Freight & Insurance Charges: Nil
- 7. Service Tax: Service Tax will be paid as applicable. However, present indicated above
- 8. 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.

- 9. Road Permit: Not required.
- **10. Delivery Period:** To be delivered within 2-3 months from the date of receipt of order and delivery period will be reckoned from 10th day from the date of placement of order. 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.

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

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

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12. Payment Term: 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill whichever is later by the consignee.

Date: 23.07.2016

1	Name of Firm	M/s Gon Engineering Works
2	Address of Firm	J.C. Malik Road , Hirapur , Dhanbad-826001
3	Name of BANK	State Bank of India
4	Branch Name of Bank	Jagjivan Nagar ,Dhanbad
5	RTGS CODE	SBIN0002948
6	9 Digit Code of Bank Branch	826002005
7	Account Type	Current
8	Account No.	31838515735
9	PAN No.	ACUPG8751A

13. <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 and other documents as per order .

14. 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.

15. 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"

- 16. <u>Performance Bank Guarantee</u>: PBG on schedule/Nationalized Bank (As per enclosure-Appendix-II) in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.No payment will be made without submission of PBG as per Order.
- 17. <u>Security Deposit:</u> Exempted as registered with NSIC valid upto 17.01.2018 (monetary limit of Rs 29.00 Lakh) as such SD in the form of BG (Format Enclosed at appendix-I) /DD of 10% amount of rest of the order value as per NIT will have to be submitted with in 15 days from receipt of supply order.
- **18.** <u>Inspection</u> Final inspection shall be carried out at the consignee end after receipt of Materials by the concerned technical head or their authorized representative.

Pre dispatch inspection clause will be applicable as per appendix-II.

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Page 3 of 10

19. 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.

Date: 23.07.2016

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 cancelling 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.

20. 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 and as confirmed in techno-commercially acceptable offer of bidder and as per company norms.

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Page 4 of 10

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:- 1.Annexure-'A'(Technical specifications)

- 2. Appendix-I (BG format for Security Deposit)
- 3. Appendix-II (BG format for PBG)
- 4. Appendix-III (Pre Dispatch inspection clause)

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Date: 23.07.2016

(Alok Kumar) AM (MM)

(A.K. Sinna) SM (MM)

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

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	eBC & eFC Ref.
1	Indent no. Consolidated	B.C No. BCCL/C&B/CAP/Reg.PN-195/SN-48/e.BC no.09 Dtd 08.06.2016
	requirement in GM(SM-	(Cap-2016-17), Head:-P&M (Others)-New Job, Unit Code
	QC)'s note sheet of no	(System):2200, File Organizing Authority :GM(QC) for amount Rs
	BCCL/GM(S&M-QC)/70	31,80,277.00
	dated 26.09.13	
	I.R. No. 113319 (13-14)	F.C. No. e FC No 32 Dtd 14.07.16 for amount Rs 31,80,277.00
	Dated: 28.02.14	

Copy to:

- 1. Depot Officer, Central Store, Ekra, BCCL
- 2. HOD(F)(MM), MM DIV, Koyla Bhawan.
- 3. GM(QC), QC deptt Koyla Bhawan
- 4. MM(Tech Cell), MM Div, Koyla Bhawan.
- 5. Master File/Office Copy.
- 6. GM(MM) CCL/NCL/WCL/SECL/ECL
- 7. Copy for kind information to IEM :-Prof (Dr) L.C. Singhi, IAS (Retd)
- 8. L-31 Third Floor Kailash Colony, New Delhi-110048

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Page 5 of 10

TECHNICAL SPECIFICATION & OTHER DETAILS FOR LAB EQUIPMENS (A)QUANTITY TO BE SUPPLIED:

SI NO.	Item Description	Quantity (In Nos)
1	Jaw Crusher for coal testing including all accessories	13
2	Double roll crusher for coal testing including all accessories	13
3	Mini Mill (Hammer/Beater Type) including all accessories	4
4	Humidity chamber to be maintained at 60% R.H. & 40 degree C	2
5	Hot Air Oven to be maintained at 108 deg C	2
6	Air Oven to be maintained at 38 deg C	,2
9	V.M. Furnance Temp 900 deg C	1

(B) TECHNICAL SPECIFICATION OF ORDERED ITEMS

Name of equipment	Technical Specification
(1) Jaw Crusher for coal testing including all	Feed Size: 100 mm Output size: 12.5 mm
accessories	Capacity: 500 kg/hr Motor: 3 phase (Standard Make), 3 HP AC supply 440/415V including Starter, cables and other accessories.
(2) Double roll crusher for	Feed Size: 12.5 mm
coal testing including all	Output size: 3.35 mm
accessories.	Capacity : 20 kg/hr
	Motor: 3 phase (Standard Make), 2 HP AC supply 440/415V including Starter, cables, Gear Box and other accessories.
(3) Mini Mill (Hammer	Feed Size: 3.35 mm
/Beater Type) including all	Output size: 72 mesh
accessories.	Capacity: 5 kg/hr
	Motor: 3 phase (Standard Make), 1 HP AC supply 440/415V including Starter, cables and other accessories
(4)Humidity chamber to be maintained at 60% R.H. &	Double walled inside stainless steel & outer of mild steel duly powder coated. Temperature controlled by digital temp indicator cum controller.
40 degree C	Size: 600x600x600mm & Supply along with 04 nos (Size 8 Inch each) desiccators. AC supply 220V.
(5) Hot Air Oven to be maintained at 108 deg C	Double walled inside chamber stainless steel & outer chamber of mild steel with glass wool insulation between two walls three SS trays & digital temp. Controller. Temperature range Ambient to 200 degree C. Inner size 15 x 15
	x18 inches. AC supply 220 volts.

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(6) Air Oven to be maintained at 38 deg C	Double walled inside chamber stainless steel & outer chamber of mild steel with glass wool insulation between two walls three SS trays & digital temp. Controller. Temperature range Ambient to 150 degree C. Inner size 15 x 15 x18 inches AC supply 220 V
(9)V.M Furnace Temp. 900 deg C	Size of the inner chamber of muffle: 4"x4"x9" (W x H x D). The outer body should be made up of double walled thick sheet with proper insulation, reattached with perforated sheet on the bottom portion. There should be provision of separation of temperature portion and controlling portion to save controller from the heat. The muffle door should be hinged type and provided with one inch diameter hole in front door with lid. A fume exhaust pipe is fitted at the back side of the furnace. Working Tempt. 900 ± 10 °C Temp controller: Indicator cum controller with dual display (Display of process value and set value), proper heating element and insulation. The muffle furnace should be complete with K-Type thermo couple, silver thermal fuse. It should have main power cable (at least 3 meters) and15 Ampere plug point, to work on 220 volts AC supply.

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Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
<u>Dhanbad</u> — 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
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
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.] Datedday of Signature of the authorized person
For Bank For and on behalf of the Bank
Emp. Code.

Appendix-II

Date: 23.07.2016

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers a company having Reg	gd. Office /its office at
hereinafter called the Seller has	entered into a Contract No
dtdt(hereinafter called the said Contract) with Bhara	
(address to the giventhereinafter called , the Purc	haser) 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 Purcha	ser a Bank Guarantee for the sum of
 equivalent to 10% of the value of each equipment and accessories dispat faithful performance of the terms of the said contract and against any loss o suffered by the purchaser by reason of any of the terms or conditions conta 	ched by the seller as security for the due and r damage caused to or would be caused to or
The Bank having its office at has at	
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 stati	ng that the amount claimed is due by way of
loss or damage caused to or would be caused to or suffered by the purchase	r by reason of any breach by the said seller of
any of the terms or conditions contained in the said contract or by reason o	f the seller's failure to perform the said
contract. Any such demand made on the Bank shall be conclusive as regards	
under this guarantee. We shall not withhold the payment on the ground tha	
has disputed the quantum of the amount or that any arbitration proceeding purchase and the seller regarding the claim. However, our liability under this not exceeding	g or legal proceeding is pending between
3. We, (Name of the Bank) further agree that the gu	arantee herein contained shall come into force
from the date hereof and shall remain in full force and effect during the peri	od of the said contract and that it shall
continue to be enforceable till all the dues of the purchase under or by virtu	
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 .Unle	ess 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 guara	intee thereafter.
4. We., (Name of the Bank) further agree with the purchaser ,that the purch	
consent and without affecting in any manner no obligations hereunder to va	ry 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 sell	er and to forbear or enforce any of the terms
and conditions relating to the said contract and we shall not be relived from	our liability by reason or any such variation or
extension being granted to the said seller or for any forbearance act or omis	
indulgence by the purchaser to the said seller by any such matter or thing w	hatsoever which under the law relating to
sureties would be for this provision have effect of an relieving us. The Bank i	
required for a longer period and it is not extended by the bank beyond the p	
this purchaser the said sum of or such lesser sum as may the	
may demand.	
5. We , (Name of the Bank) lastly undertake not to revoke this g	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 cons	titution of the Bank or the Contractor.
[In case the BGs are from outstation branch of Dhanbad then BG shall be er	cashable at Dhanbad/Kolkata branch of issuing
bank with address and location of the said branch at Dhanbad/Kolkata will l	pe 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 Distri	ict only.]
Date Day of20	••
	ure of the authorised person
	nd on behalf of the Bank
	Emp. Code

Date: 23.07.2016

Appendix-III

PRE-DESPATCH INSPECTION CLAUSE

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 hereunder:

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% of total consignment billing (plus statutory levis like service tax @15% etc,as aplicable on inspection fee) 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 the manufacturer 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 the manufacturer inspite 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 per clause 7 & 8 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 or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL