

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department

Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)

SUPPLY / PURCHASE ORDER Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/570121(V)/AA/E&M/U.G.Drill Machine/10-11/135

Dt.08.10.2012

To,

M/s. Chanda & Co.(Engg.)Pvt.Ltd.,

3/1-B, Mahendra Road, 1st Floor,

VENDOR CODE: - Old -209054, New-1/03/M/U/159

Kolkata – 700 025. Fax No: (033)2476 9690

Sub:- This office Tender Enquiry No: BCCL/PUR/570121(V)/AA/E&M/U.G.Drill

Machine/10-11/E- Tender/28 Opened on 01.08.2011

Ref:- Your Offer ref: 143-B/2144 dtd. 21st July, 2011 and subsequent correspondences

on the above subject, your last letter dated 05.10.2012.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of below mentioned items at the following price, terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Description	Qty (Nos.)	Basic Unit Rate (Rs.)	Extended Value
	DGMS approved 1.5 HP Hand		` /	
	Held Drill Machine type 'chanda'			
	model 'B' in MS Fabricated			
	enclosure and rated at 1.5 HP,			
	Detailed Specification as per			
1	Annexure "A".	43	11000.00	473000.00
	Excise Duty	@ 12.36 %		58462.80
	Sub. Total			531462.80
	Sales Tax, CST @ 2%,			10629.26
	P & F		220/-	9460.00
	Freight		330/-	14190.00
	Unit Landed			565742.06

- **2.** <u>Total Contractual Value</u>: The total contractual value will be at Rs. 5,65,742.06 (Rupees Five Lakhs Sixty Five Thousand Seven hundred Forty Two and Paise Six) only on F.O.R. Destination basis inclusive of all taxes, duties & charges as indicated above.
- 3. PRICE: FIRM & On F.O.R. Destination basis
- **4.E.D & Cess:** As applicable against documentary evidence. Quoted rate indicated above.

BCCL is entitled to avail CENVAT credit on account of Excise duty for indigenous products and countervailing duty and special additional duty for imported products. The invoice should contain the following:

Invoice issued by the supplier for Revenue and Capital goods:

- ➤ Name and address of assesses
- > SL No of Invoice(Should not be hand-written).
- ➤ Central Excise Duty Registration Number(assessee & consignee)
- ➤ Address of concerned Central Excise Division(assessee & consignee)
- Range and Commissionerate (assessee & consignee)
- Name & Address of the consignee
- > Time and date of removal
- > Description and classification of Goods
- ➤ Mode of the transport and vehicle registration number
- Rate of duty,
- Quantity and value of goods and Duty payable thereon.
- ➤ Education Cess and Higher Education Cess to be shown separately for complying with CENVAT Credit Rules
- Five copies of Invoice are to be submitted among those original copy being marked as original for buyer, duplicate copy as duplicate for transporter

Invoice issued by input service provider should contain following information:

- Serial number(Should not be hand-written).
- 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.
- ➤ Education Cess and higher education Cess to be shown separately for complying with CENVAT Credit Rules.
- ➤ Consignors/Service providers should show excise/service tax element separately in their offer and invoice should be raised as per CENVAT CREDIT Rules as stated earlier.
- ➤ CENVAT credit is also available on countervailing duty ,on special additional duty of customs and educational & higher educational cess etc.for which bidders are required to confirm in their offer that they will submit a copy of bill of entry along with their bills in case of import.

All bidders including First stage and second stage dealers shall be required to submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification. Firm claiming exemption from submission of cenvatable invoice shall submit documentary evidence to this effect

THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE					
	SUPPLIER	CONSIGNEE			
Name & Address Of		Ekra Central Store, Block – II Area, BCCL,			
Area:		Nawagarh, Dhanbad, Jharkhand – 828306			
Tin No.:		20821500736			
JST No.:		KT – 651 (R)			
CST No:		KT – 254 (C)			
Circle / Sub		Katras Circle Katras			
Service Tax Regd. No:		AAACB7934MST 009			
Central Excise Duty		AAACB7934MEM 007			
Regd. No:					
Range (Code):		Dhanbad - Code - 02			
Division (Code		Dhanbad - Code - 02			
Commissionerate (Code):		Ranchi - Code - 87			

5.CST: Will be paid as applicable. Quoted rate is 2% against issue of C form as indicated above.

6.Packing , Forwarding & Insurance : As indicated above

7.Freight: To be paid extra the maximum amount indicated above.

8.Payment Terms: 100% payment shall be made against P.I ,Firm shall have to submit P.I Well in advance within the specified delivery period. Payment shall be handed over to the supplier after receipt & acceptance of materials at consignee's end.

9. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOM	M/s. Chanda & Co.(Engg.)Pvt.Ltd.,
	ER'S NAME & ADDRESS:	3/1-B, Mahendra Road,1 st Floor,
	(With Telephone No. & Fax No.)	Kolkata – 700 025.
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	State Bank of India
	B.BRANCH NAME:(Including RTGS Code)	Bhawanipur Branch, RTGS Code:-
		SBIN0000040
	ADDRESS:	6/1 Ramesh Mitra Road, Kolkata – 700
		025
	C.9-DIGIT CODE NUMBER OF THE	700002016
	BANK & BRANCH	
	(Appearing on MICR Cheque issued on the Bank)	
	Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE:	CURRENT A/C
	(S.B. Account/Current Account Or Cash Credit	
	with Code 10/11/13)	
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) &	30700343642
	STYLE OF ACCOUNT (As appearing on the	
	Cheque Book)	

10. <u>DELIVERY SCHEDULE</u>:-- Within 60 days of receipt of our purchase order. However, keeping in view of our urgency, earliest delivery will be appreciated.

Delivery period to be reckoned from 10th day of placement of order.

NOTE: Safe arrival of materials shall be your responsibility.

11. Performance Bank Guarantee – Not applicable

12. Security Money:- Exempted as being registered with NSIC.

13. <u>Inspection & Tests</u>: Final Inspection at consignee's end after receipt of materials.

<u>14.Transit Insurance</u> – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

15. 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 the purchaser.

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 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 .

- 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 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 the risk and cost of the defaulting supplier 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 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.

16. 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.
- **17. Submission of Bills-** Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, Price Certificate and other relevant documents as per supply order, should be submitted to the Paying Authority through Consignee only.
- 18. 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.

19. Packing: Consignment shall be supplied in suitable standard proper packing.

- **20. Force Majure Clause** If the execution of the supply order is delayed beyond the period stipulated in the 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
- **21.** Consignee Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)
- 22. Paying Authority- GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.
- **23. Issue of Road Permit**: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

24. All disputes are subject to Dhanbad Court and Jharkhand High Court

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL BE STRICTLY AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

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

(M. Mehta) Asst Manager(MM) (A.K.Choudhary) Chief Manager (MM)

INDENT & BC/FC REFERENCE:-

Indent no. and Date	Budget Certification & FC Details.
Indent No:-	BC No:- BCCL/C&B/CAP/12-13/P&M/HQ/120/93/243eBC dtd
BCCL/CGM(E&M)/F-	22.09.2012 for Rs. 5,65,742.06 (Rupees Five Lakhs Sixty Five
C.Indent/Schemes/2010/	Thousand Seven hundred Forty Two and Paise Six) only
107 dt 21.08.2010	
IR No:- 0121 dated	e-F.C. No.: 101 dtd 06.10.2012 for Rs. 5,65,742.06 (Rupees Five Lakhs
05.10.2011	Sixty Five Thousand Seven hundred Forty Two and Paise Six) only

Copy to:

- 1. Depot Officer, Ekra Central Stores.
- 2. GM(F) MM Div, Koyla Bhawan
- 3. CGM (E&M), BCCL, Koyla Bhawan
- 4. SM(Tech Cell), MM Div, Koyla Bhawan.
- 5. Master File/Office Copy
- 6. Shri Ashok Kumar Chakraborty,(Retd. Judge), B.B.69, Sector I, Salt Lake, Kolkata-700016

ANNEXURE "A"

DETAIL SPECIFICATION OF DGMS APPROVED COAL DRILL

ROTARY ELECTRIC COAL DIRLL half hour rated flame proof, enclosure as per IS:2148-1981 1.5 HP/1.1KW, 110/125 Volts,3 phase AC supply, 50cycle per sec, synchronous speed of MOTOR 3000 rpm ,Speed of Drill Chuck 450-500 RPM, under different loads with the same gear box 10% variation between "full load" and "No load "respectively. Materials for components of Drill conform to IS 9192-1979 latest. Antirust properties between stator housing & body etc. by electroplating DGMS.(Flameproof approval with pilot core protection as per latest circulars of DGMS and ISI mark inscribed in the rating plate. Suitable for underground as in degree III mines, with detail specification as under.

- 1. Drill should confirm to the IS 2148-1981 for the use in gassy coal mines.
- 2. Main Housing The drill housing should be made of high strength steel as per IS9192-1979 with antirust property to avoid any frictional hazards, very robust in construction, trigger- operated, having integral bearing sealed at the closed end and cooling ribs all round the length of the body, Near the middle length of the body carrying flame proof type housing for fitting cable entry box and suitable lugs for fixing handles to it, one of which should have the lever for operating pilot switch housing and integral ring should be provided to accommodate the fixing of the gear box All the machined surfaces in the housing should have high quality finish at cooling flanges to fall within the limits of flameproof of structure IS 2148-1968 & IS-21-48-1981(latest) Complete gear box or any part should be is interchangeable. It should be lightweight drill and can be handled conveniently without fatigue. The temperature rise of the coal drill is within the permissible limits laid down by the latest edition of Bureau of Indian Standards Aluminium magnesium and titanium or other alloys must not be used for manufacture of external casing of the drill.
- 3. Flameproof Motor construction:
 The motor should be 2 pole squirrel cage induction type with high starting and stalling torque. The winding will be of class B insulation and fully impregnated against moisture and for physical handling within the cowl and forced cooling air outside the body between the ribs of housing.
- 4. Control Switch For the purpose of remote operation a single pole sealed control switch should be incorporated with flameproof chamber integral to the body which is trigger operated.
- 5. Gearing These should be high strength alloy steel gears suitably heat treated to meet the duly requirement of drilling both coal and soft stone. The gear set should comprise of one internal gear and one pinion & it should not involve objects to avoid fast wearing as in planetary gear system.
- 6. Chuck The fully shrouded chuck to accommodate the standard drill rod conforming to IS 7868-1975 and is of renewable type. The cable entry box should be simple and robust and also to accommodate a 5 core cable FTD-3 to IS-14494(latest). Also provided with neoprene cable protection sleeve.

- 7. Provision should be made for accommodating PILOT CORE PROTECTION as per 3.3 and 3 of IS:9192 1979. Rest of the requirement like harness, Plug & Socket and tests etc should conform to IS:9192-1979.
- 8. The Drill should be suitable for drilling 32 mm dia holes in hard Coal & sand stone up to a depth of 2.0 metes.
- 9. Torque 1.6 Kg.
- 10. Weight Approx. 20 Kg.
- 11. Temperature RISE should conform to table of IS:9192-1979.
- 12. DGMS approval Copy of valid DGMS approval (under Regulation 181(3) Group-1) duly authenticated by you shall have to be provided along with each supply.
- 13. Pilot Core Protection to be provided in each drill as per recent circular of DGMS.
- 14. Oil seal should be provided in the gear box and the Pilot switch.
- 15. Handle should be made of 2.5 mm thick sheet.
- 16. Fan cowl should be provided with additional ribs having effective strength & of more than 4 mm thickness.
- 17. There should be marking of DGMS approval and BIS(ISI Mark) on the body of the Drills.