

## ANNEXURE-I

### PENALTY FOR FAILURE TO SUPPLY IN TIME / L . D . CLAUSE

The time and date of 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:

- 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 en-cash 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.

The bidder must confirm the acceptance of this Penalty clause, which will not be altered.

### 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.







Under jurisdiction of Dhanbad/Jharkhand court only

## Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Website: [www.bccl.gov.in](http://www.bccl.gov.in)

Office of the General Manager

Materials Management Department

Level-III, Commercial Block,

Koyla Bhawan, Dhanbad-826005

Phone: 0326-2230181

Fax No.: 0326-2230183

### SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref. No. BCCL/PUR/113111/13-14/Winding rope/STE/Usha/271

Dated: 06.02.2014

To,

M/s Usha Martin Limited,  
2A, Shakespeare Sarani,  
Kolkata - 700071

Vender Code: 1/22/M/G/009 & 829187

Vendor Type: Manufacturer

[manish\\_prasad@ushamartin.co.in](mailto:manish_prasad@ushamartin.co.in)

Sub. : This Office e-Tender no: BCCL/PUR/113111/13-14/Winding rope/STE/53 opened on 04.10.13

Ref: Your Offer no. WR/CA/033/13-14 dated 23.09.13 & 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 of Supply:

Winding Ropes: DGMS approved Winding Ropes of following types/sizes for use in underground mines as per specifications and cut lengths as indicated at Annexure 'A'. The item wise quantity to be supplied, Unit Rate and Extended Value will be as indicated below:

S.N.	Description	Qty. (Mtrs.)	Basic Rate (₹/m)	Extended Value (₹)
	DGMS approved Winding Ropes of following types/sizes as per specification of NIT			
1	60mm, 6x49 (Material Code: 93060540602)	650 x 2, 750 x 1 = 2050	1,734.26	35,55,233.00
2	63mm, 60x7 (Tail Rope) (Material Code: 93060510348)	500 x 1 = 500	1,720.90	8,60,450.00
3	29mm, FLC (Material Code: 93060300292)	700 x 1 = 700	1,027.97	7,19,579.00
	Sub Total			51,35,262.00
	E.D. & Cess @ 12.36 %			6,34,718.38
	Total			57,69,980.38
	VAT @ 5 %			2,88,499.02
	Landed Rate on F.O.R. Destination basis			60,58,479.40

(Rupees Sixty Lakh Fifty Eight Thousand Four Hundred Seventy Nine and Paise Forty only)

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

3. Excise Duty & CESS: Will be paid extra at actual on submission of documentary evidence. However, offered rate is 12.36% as indicated above.

4. Sales Tax: Extra as applicable at the time of supply within schedule delivery period. Present rate of VAT is @5% as indicated above. If there be any increase in CST/VAT beyond the delivery schedule stipulated in the order, that shall be to your account.

*Imran*  
06/02/14

*Pranav*  
06/02/14

5. Packing & Forwarding Charges: Inclusive.  
 6. Freight & Insurance Charges: Inclusive.  
 7. Mode of Despatch: 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: Within 3-4 months from the date of receipt of order.  
*However, keeping in view of our extreme urgency, earliest delivery will be appreciated.*  
*Delivery Period will be reckoned from 10<sup>th</sup> day of placement of order.*  
*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 Stores, Ekra, B.C.C.L.	The General Manager (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.  
 12. Submission of Bills: 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, Copy of Inspection Note of CMPDIL (if required) and other documents as per order.  
*(Note - All documents to be submitted shall be duly authenticated)*  
 No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

**CENVAT**: Coal has become the excisable commodity with effect from March 2011.

In order to get CENVAT credit, the following information must be contained in the invoice issued by the supplier for Revenue and Capital goods:

- Serial number of the invoice,
- Registration number,
- Address of the concerned central excise division,
- Name of the consignee,
- Description of the goods,
- Classification of the goods,
- Time and date of removal,
- Mode of the transport and vehicle registration,
- Rate of duty,
- Quantity and value of goods and
- Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service.

- Serial number,
- 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.

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306
Tin No.:		20821500736

*Imran*  
060214

*Am*  
06/02/14

JST No.:		KT – 651 (R)
CST No:		KT – 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02
Division (Code		Dhanbad - Code - 02
Commissionerate (Code):		Ranchi - Code - 87

13. 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. (Refer Annexure-'A')
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. Performance Bank Guarantee: Not Required.
16. Security Deposit: You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15 (fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.
17. Inspection: Final inspection shall be carried out at the consignee's end after receipt of materials by the concerned technical head or their authorized representative.
18. 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:
- 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.
  - 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
  - To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also
  - 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.
  - To encash any Bank guarantee which is available for recovery of the penalty or
  - To forfeit the security deposit full or in part.



February 6, 2014

- 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:**

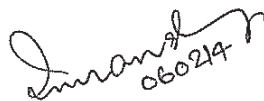
- The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- If at any time 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.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's 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 are 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'

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

  
(Imran Ashja)  
Asst Manager (MM)

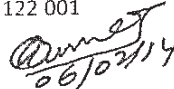
(U. Kumar)  
General Manager (MM)-S&P

**INDENT & BUDGET CERTIFICATION REFERENCE:**

Indent no. and Date	Budget Certification no. & dt.
BCCL/CGM (E&M)/F-C. Indent/2013-14/138 dated 14.02.2012 I.R. No. 113111 (13-14) Dated: 26.07.13	BC Ref: BCCL/C&B/CAP/Reg.PN-10/SN-48/eBC No. 113 Dt. 31/05/13 (Cap-13-14), Head P&M; Unit Code (System): GM (E&M), HQ for Rs. 71,46,000.00 e-FC No. 190 Dt. 03/02/14 for Rs. 60,58,479.40

**Copy to:**

- Depot Officer, Central Stores, Ekra, BCCL
- GM(F)-(MM), MM Division, Koyla Bhawan
- GM(E&M), Koyla Bhawan
- MM(Tech Cell), MM Division, Koyla Bhawan
- Master File/Office Copy
- Special Cell, CMPDIL, Kanke Road, Ranchi
- Copy for kind information to IEM: Shri Shri Prakash, B-402, RPF Officer's Flats, RPF Officers Co operative Group Housing Society, Plot 16, 19 & 20, Sector 9A, Gurgaon- 122 001


  
06/02/14


Annexure - 'A'Technical Specifications

Technical specifications for the following DGMS approved type Winding Ropes for use in underground mines:

S.No.	Rope details	Cut Lengths (Meter)	Coating	Conforming to IS (latest)	M B L	Tensile Strength (N per sq. mm)
1.	60mm, 6x49	650 x 2 750 x 1	Galvanized	1855	280 T (Approx.)	1770
2.	63mm, 60x7 (Tail Rope)	500 x 1	--- do ---	1855 (Generally)	1608 KN	1420
3.	29mm, FLC	700 x 1	--- do ---	3626	685 KN	1570-1770

Note: Test Report and Guarantee certificate must be submitted at the time of execution of order.

  
(Imran Ashja)  
Asst Manager (MM)

  
(U. Kumar)  
General Manager (MM)-S&P