

(UNDER JURISDICTION OF DHANBAD ONLY)

Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(A GOVT. OF INDIA UNDERTAKING)

OFFICE OF THE GENERAL MANAGER (MM),HQ OFFICE AT WASHERY DIVISION

Saraidhela, Post- Saraidhela DHANBAD-828127 (Jharkhand) Phone No. 0326-2222647 Fax No. 0326-2222644

SUPPLY/PURCHASE ORDER

UNDER JURISDICTION OF DHANBAD ONLY

By e-mail/Fax/Regd. Post

Ref No. BCCL/Pur/912087/Conveyor Belts/All Washeris/WD/12-13/17 Dated: 16.01.2013

To,

M/s Oxford Rubbers Pvt. Ltd.,

Plot No. C-62, Bommasandra Industrial Area,

Hosur Road, Bangalore- 560099 (VENDOR CODE-1/11/M/T/013)

Email id: info@oxfordrubbers.com

Fax No. 080-27832116

Tel No. 080- 27834311/41425368

<u>Subject: - Tender No. BCCL/Pur/912087/Conveyor Belts/All Washeris/12-13/35, Offline required documents opened on 18.09.2012 and On-line Techno-Commercial bid opened on 19.09.2012.</u>

Your Offer No. ORPL/BCCL/TENDER/017/2012-13 dated 13.09.2012

<u>Your letter No. ORPL/BCCL/0574/2012-13 dated 03.11.2012, ORPL/BCCL/0602/2012-13 dated 15.11.2012</u>

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for **Supply of** Conveyor Belt at the following price, terms and conditions:

1. SCOPE OF SUPPLY

Item	Material Code	Description	Qty.	Unit Basic	Extended
Sl.				Rate (Rs/mtr)	Price
No.					(Rs)
		Conveyor Belting as per	(Mtrs.)		
		Technical Specification of			
		NIT of following size			
2	93050300155	900 mm	1600	2099.00	3358400.00
		E.D. & Cess @ 12.36%			415098.24
		Total			3773498.24
		CST @ 2%			75469.96
		Landed Rate on F.O.R.			3848968.20
		Destination Basis			
		CMPDIL Inspection			30791.74
		Charge @ 0.8%			
		Service Charge on			3805.86
		inspection charge @			
		12.36%			
				Grand Total	38,83,565.80

Total value- Rupees Thirty-Eight Lakhs Eighty-Three Thousand Five Hundred Sixty-Five and Paise Eighty only.

NB Detailed Technical Specifications enclosed as Annexure I

TERMS & CONDITIONS:-

Other terms and conditions of purchase shall be as follows.

- **1.** Price on F.O.R. destination basis inclusive of Packing & Forwarding and Freight & Insurance charges.
- **2.** ED and Cess Payable extra as applicable at the time of supply. The present rate is 12.36%.
- 3. Central Sales Tax shall be payable extra as applicable at the time of supply against Form 'C'. The present rate is @2%.

4)	Delive	ry schedu	le for various	sizes of Conve	eyor Belts		
Belt Width (in mm)	Total Qty. (in m)	Within 3 months from the date of receipt of order. (in m)	Within 01 (one)month after 3rd month (in m)	Within 01 (one)month after 4th month (in m)	Within 01 (one)month after 5th month (in m)	Within 02 (two)months after 6th month (in m)	Total (in m)
Size- 900MM Width	1600	800	200	200	200	200	1600

Delivery schedule shall be reckoned from the 10TH day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery. 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. Safe delivery of materials shall be your responsibility.

No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

5. TAX INVOICE CUM CENTRAL EXCISE INVOICE shall be submitted by you & it shall must contain the following statutory particulars in respect of both **the Supplier** and **Consignee** besides other details regarding Invoice No & Date, Purchase Order No & Date, Challan No. & Date, Time of removal of goods, Transporter's Name, Mode of transport and vehicle registration No, Description of Goods & CETSH Code etc.

Full Address
VAT TIN No.
CST No.
State Sales Tax Regd. No., if any
S.S.I. Regd. No.
Central Excise Duty Regd. No
Central Excise Range (Code)

Central Excise Division (Code)
Central Excise Commissionerate (Code)

The Invoices must be submitted to the Consignee in 6 copies, out of which first copy must be marked as "Original for Buyer" and other copies as "Extra Copy" besides the copy marked as "Duplicate for Transporter" (for availing CENVAT Credit by the Consignee/ Area).

The INVOICE must exhibit each element of Taxes and Duties indicating the %age charged and rounding off to the nearest rupees (element wise) indicating the material value and affixed with a pre-receipted Revenue Stamp.

The JVAT 404 is also to be submitted to the Consignee (respective AFMs of BCCL) within the prescribed time limit in the prescribed manner under JVAT Act which will be submitted to AFM of the concerned Areas of BCCL for availing VAT Credit, if applicable.

6. PAYMENT TERMS:

100% payment shall be released within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills complete in all respects, whichever is later, against submission of Performance Bank Guarantee as per clause 13 of this order, warranty & guarantee certificate, pre-despatch inspection report and any other document specified in this order.

The payment shall be made by "Electronic Fund Transfer" (EFT) or e-payment. Tenderers are therefore requested to indicate EFT No. & other relevant details like their Bank A/c No, Bank Name, Address, Branch Code, Account No. & EFT No. in bill (s).

7. <u>BANK DETAILS</u>:-

Bank Name	State Bank of Patiala
Branch Name/Code	50179
RTGS Code	Stbp 0000179
Address	NR Square, Badami House, Bangalore- 560002
9- Digit Code No of	560007002
the bank & branch	
MICR No	560007002
Account No	55036203659

8. <u>CONSIGNEE</u>: - Depot Officer of respective Coal Washeries as per the following distribution.

NIT	Size of	Moonidh	Mohuda	Dugda	Patherdih	Sudamdih	Bhojudih	Total
Sl.	Belting	Coal	Coal	Coal	Coal	Coal	Coal	
No.	(mm)	Wahery,	Wahery,	Wahery,	Wahery,	Wahery,	Wahery,	(In Mtr)
		(In Mtr)	(In Mtr)	(In Mtr)	(In Mtr)	(In Mtr)	(In Mtr)	
2	900	-	200	400	600	-	400	1600

9. <u>PAYING AUTHORITY</u>- Area Finance Manager, WASHERY DIVISION, Saraidhela, Post- Saraidhela DHANBAD-828127 (Jharkhand)

- **10. ISSUE OF ROAD PERMIT**: Road Permit if required may be obtained directly from the Consignee under intimation to this office.
- **11. SECURITY MONEY:** Exempted, being registered with NSIC.
- **12.** <u>**IDENTIFICATION OF MARK**</u>: On the carrying surface, at intervals of maximum 12 mtrs, the belting shall be marked as follows:
 - a) Manufacturers name and trade mark, if any, as well as BCCL
 - b) Fabric designation as N/N
 - c) Belt designation i.e. KN/M
 - d) Grade of rubber M 24
 - e) Last two digits of the year of manufacturing, say -10 for 2010 and 11 for 2011.
 - f) BIS code reference i.e. 1891 (Pt-1) 1994.

13. PERFORMANCE BANK GUARANTEE:-

- A) The Performance guarantee shall be submitted by you for 10% (ten percent) of order value to cover both satisfactory performance and warranty. The performance guarantee for 10% (ten percent) of order value will be submitted in the form of a Bank Guarantee in prescribed Format(Annexure II) valid for 18 months from the date of receipt and acceptance of the materials at site and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit. Security money if deposited may be converted into performance guarantee. In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) provided the validity is 18 months from the date of receipt and acceptance of materials at site. PBG should not be less than 10% of landed value of order.
- **B)** To arrive at the value of the Performance Bank Guarantee and also for calculating 10% security money, the order value will be arrived at by adding all the Taxes & Duties applicable, such as Excise Duty, Sales Tax, pre-dispatch inspection charges, entry tax etc. to the Landed Value of the materials on order.
- **14. INSPECTION & TESTS:** Pre-despatch Inspection of each consignment shall be carried out by M/s Central Mine Planning & Design Institute Ltd. (CMPDIL), Ranchi/their Regional Office as per Terms & Conditions indicated here under.

Pre-Dispatch Inspection shall be carried out by M/s CMPDIL, as per their methodology. The third party Inspection shall include examination of raw material, Test certificate verification, continuous monitoring of quality assurance by Manufacturers which will include regular and surprise visits. In brief, the scope and condition of Inspection by M/s CMPDIL shall be as follows.

- i) Checking and approval of Tests procedure/ Quality assurance plans.
- ii) Verification of records and documents of your works.
- iii) Verification of documents and Tests certificates of bought out items and cross checks

You shall p-provide facilities for carrying out all necessary tests as required in the specification at your works else this shall be carried out at an independent test house at your cost.

Final Testing and Checking as per specifications

M/s CMPDIL shall have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection @ 0.8% of total FOR Destination Price with Service Tax @ 12.36% 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 07 calendar days Notice shall be given by you to M/s CMPDIL for arranging inspection within stipulated delivery period as per the contract.

The ultimate responsibility of supply of correct material as per requirement of relevant specification lies solely with you even though clearance/acceptance by Inspecting Authority i.e. M/s CMPDIL has been accorded during Pre Dispatch Inspection.

The Manufacturer shall be required to replace the material free of cost if found defective/unserviceable/not according to relevant specification.

The charges for Third Party Inspection and the cost of the materials that would be required for Destructive Tests, if any, shall be reimbursed by BCCL together with consignment billing. Such costs shall be reimbursed only if it is duly certified by M/s CMPDIL.

You shall send Inspection call to GM (E&M), CMPDIL, Gondawana Place, Ranchi-834001.

Final Inspection shall be arranged by the consignee after receipt of the material at the destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Govt. Test house or in a Test house nominated by the Purchaser. In case of failure of the material after testing, the cost of Test as well as of the material shall have to be borne by the supplier.

15. LIQUIDATED DAMAGES CLAUSE:

In the event of failure to deliver/dispatch the stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:

- **a)** To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.
- **b**)To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also-
- **d**) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed shall not be more than the agreed liquidated damages referred to in CLAUSE (a) above.
- e) Whenever under this contract any sum of money is recoverable from any payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- **f)** To forfeit the security deposit fully or in part. /To encash any Bank guarantee which is available for recovery of the penalty.
- **RISK PURCHASE:** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of

any of the terms and conditions mentioned in the supply order, Coal India Ltd., or its subsidiary Companies including BCCL have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/ Coal India Limited.

- 17. FORCE MAJEURE CLAUSE: If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.
 - a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
 - **b)** For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually

18. GUARANTEE/ WARRANTY: -

The tenderer shall give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

19. PRICE FALL CLAUSE:

The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract. If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith

notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

- **LOWEST PRICE CERTIFICATE**: You shall submit a certificate along with your bill that the price charged by you against this order is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.
- **21. SUBMISSION OF BILLS-** Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, Manufacturing test certificate, Pre-dispatch inspection certificate, and other relevant documents as mentioned in this order should be submitted to the Paying Authority through Consignee only.
- **TECHNICAL SUPPORT & SERVICES:** In addition to normal after sales & services, you shall render technical support & services to ensure proper fitment, proper usages, maintenance & satisfactory performance of the items supplied.
- MANUFACTURER'S TEST CERTIFICATE:- You will submit' MANUFACTURER'S TEST CERTIFICATE' along with supplies certifying that "items have been manufactured strictly as per best known design, has undergone strict quality inspection before supply and are covered under standard warranty for quality & workmanship"
- 24. You shall provide detailed literature, operation maintenance manual along with the supplies of beltings.
- **PACKING:** Proper packing of the goods shall be ensured to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.
- 26. MODE OF DISPATCH: The stores shall be dispatched by road on freight paid basis
- 27. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.
- **28.** ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER THE NIT OF THE ABOVE REFFERED TENDER.

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 within 15 days of the date of issue of this order as a token of acknowledgement & acceptance to this order or else it shall be construed that you have accepted the order for its execution on its terms & conditions.

Enclosed

Annexure I- Detailed Technical Specification

Annexure II- Format for Performance Bank Guarantee.

Yours faithfully, For & on behalf of Bharat Coking

(S. AHMAD) AM (MM) (P. K. Nayak) GM (MM)

INDENT REFERENCE

Sl. No.	Indent No. and Date
1	Requirements of Beltings submitted by GM (I/c) (Ws), vide diary No. 322 dated
	20.07.2012 for Rs 3,65,50,200/- for Moonidih, Mohuda, Dugda, Patherdih, Sudamdih
	and Bhojudih Coal Washeries.
2	2030001/01/11 dated 19.10.2011 for Rs44,43,202.00 for Bhojudih Coal Washery.

Budget Certification/Financial Concurrence No. & date.

Sl	Name of	Budget	Amount	F.C. No. &	Amount	Advance	Amount
• •	the	Certificati	(Rs)	Date	(Rs)	BC/FC No.	(Rs)
N	Washery	on No. &		against		& Date for	
0.		Date		B.C. for		(13-14)	
			7 0 22 000 /	(12-13)	- 0.000/		-
1	Patherdih	31 dated	70,23,000/-	83 dated	70,23,000/-	01 dated	7,53,093.52
		21.06.201		12.01.2013		12.01.2013	
		2					
2	Dugda	70 dated	66,99,200/-	120 dated	66,99,200/-	01 dated	9,51,831.64
		21.06.201		12.01.2013		12.01.2013	
		2					
3	Mohuda	55 dated	15,50,800/-	103 dated	15,50,800/-	01 dated	1,73,353.35
		21.06.201		12.01.2013		12.01.2013	
		2					
4	Bhojudih	57 dated	37,19,600/-	342 & 343	81,62,802/-	01 dated	7,55,037.20
		21.06.201		dated		12.01.2013	
		2		12.01.2013			
5	Sudamdih	71 dated	30,60,000/-	106 dated	30,60,000/-	01 dated	1,33,904.47
		21.06.201		12.01.2013		12.01.2013	
		2					
6	Moonidih	59 dated	1,44,97,600/-	114 dated	1,44,97,600/-	01 dated	22,61,725.66
		21.06.201		12.01.2013		12.01.2013	
		2					
7	Bhojudih	58 dated	44,43,202/-				
	_	22.06.201					
		2					

This order issues with the concurrence of D (F) and approval by CMD, BCCL

Copy to:

- 1. CGM (Ws)
- 2. GM, WWZ/GM, EWZ
- 3. Project Officer, Bhojudih, Dugda, Patherdih, Mohuda, Moonidih, Sudamdih, Coal Washeries
- 4. Depot Officer, Bhojudih, Dugda, Patherdih, Mohuda, Moonidih, Sudamdih, Coal Washeries
- 5. Area Finance Manager, Washery Division, Saraidhela.
- 6. MM (Tech Cell), MM Div, Koyla Bhawan.
- 7. Master File/Office Copy.

TECH-SPECIFICATIONS FOR CONVEYOR BELTING.

General: Pre- stretched, Straight Ply, Skim coated, Open Ends, Cut edges, suitable for 20-35 degree Troughing angle, M-24 Grade Rubber, Nylon-Nylon Fabric construction, conforming to IS 1891 (amended up to date).

Sl. No	Belt width in mm	Carcass type	Min Tensile Strength (KN/M)	Min no. of Plies	Face cover thickness in mm	Back cover thicknes s in mm	Material to be conveyed	Duty conditi on	Roll length in mts.	Weight of Belt Kg/Mtr
2	900	Nylon	630	4	5	3	Wet and abrasive	Heavy Duty	200 m	14.21

Documents to be furnished along with the supplies

- 1. Self attested copies of works test report in respect of longitudinal full thickness breaking strength of each size of the belts manufactured and supplied ..
- 2. Technical Brochure/leaflets indicating all technical details in respect of the belts.
- 3. The belt will carry identification mark as per IS 1891 (latest).
- 4. Each packed roll must indicate gross weight of the roll and net wet of the belt.

LETTER OF PERFORMANCE BANK GUARANTEE

1.

at No	M/s
be mad Purcha the val the terr caused	been agreed that hundred percent (100%) payment of the value of the contract will le to the Supplier in terms of the said Contract on the seller furnishing to the ser, a Bank Guarantee for the sum of Rsequivalent to 10% of the contract by the seller, as Security for the due and faithful performance of ms of the said contract and against any loss or damage caused to or would be to or suffered by purchaser by reason of any breach by the said supplier of any of ms or conditions contained in the said contract.
1.	We,
2.	We,
3.	We,

and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the purchaser or any indulgence by the Purchaser, to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the said supplier beyond the period specified above, the Bank shall pay to the Purchaser the said sum of Rs
We,Bank Ltd lastly undertake not revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
The Bank has under its constitution power to given 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

4.

5.

6.

of the Bank or the Contractor.

DatedDay of.....

Signature of the authorized person For and on behalf of the Bank