



**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)

ORIGINAL BY REGD. POST.

**SUPPLY/PURCHASE ORDER**

Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only.

Ref.No. Pur/53/111138/Rigid Guide/11-12/Bharat Steel/235

Dated 09.02.2012

To ,

M/s. M/S Bharat Steel & Engg. Co.,  
Sudamdih Road, Patherdih,  
1/13/M/U/175 Dhanbad ( Jharkhand )

VENDER CODE : 205300

Sub. :This Office Tender no. : Pur/53/111138/Rigid Guide/ 11-12/105  
Due for submission on 10.11.11 (OFF-LINE) & 11.11.11 (on line)

Ref: Your Offer no. : BSEC/RG/2011-12/ 51 Dt.08/11/2011 &  
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 : RIGID GUIDES**

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

SN	Description	Qty. (Nos)	Basic Unit Rate	Extended Value
1	Rigid Guide 150 mm X 175 mm X 4.5 M	60	15301.00	918060.00
2	Rigid Guide 150 mm X 175 mm X 6 M as per Drg. No. DEVL/Shaft/671/89	60	20401.00	1224060.00
	Sub Total			2142120.00
	VAT @ 14 %			299896.80
	Landed Value			2442016.80

Detailed Technical Specifications will be followed as per Drawing No. 126001

The Rigid Guide shall be made out of ISMC 175 X 75 mm channel and strictly fabricated as per drawing enclosed . The design and dimensions shall be as per drawing . The tolerance shall be as per drawing . The guides shall finally be painted with two coats of anti-corrosive Red oxide paint . **Steel Material conforming to IS : 2062 / Latest**

2. **TOTAL ORDER VALUE** : The total material value will be Rs. 24,42,016.80 (Rupees Twenty Four Lakh Forty Two Thousand Sixteen and Paise Eighty ) only on F.O.R. Destination basis .

3. **Excise Duty & CESS** : Not Applicable , if applicable the same will be borne by you .

4. **VAT** : VAT will be paid as applicable . However , present indicated above .

5. **Packing & Forwarding Charges** : Inclusive .

6. **Freight & Insurance Charges** : Inclusive .

7. **Mode of Despatch** : By Road on F.O.R. Destination , Freight paid basis .

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

8. **Road Permit** : Not required .

9. **Delivery Period** : Supply to commence within 3 months from the date of receipt of order and to be completed within 6 months from the date of receipt of order.

However , keeping in view of our extreme urgency, earliest delivery will be highly appreciated.

[ Delivery period will be reckoned from 10<sup>th</sup> day from the date 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) , Purchase Finance , Koyla Bhawan , B.C.C.L. , Dhanbad

11. **Payment Term** : 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 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 )

**Bank Details :**

Name of Bank : IDBI Bank , Sky Lark Complex, Bank More , Dhanbad

Account Style/Nature : Current Account

Account No. : 112102000011750

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 Annex. '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 - Waived as being registered with NSIC & Ancillary unit of BCCL for Rigid Guide .

17. Inspection – Final inspection shall be carried out at the consignee 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 :

- 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.

#### 19. 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.

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 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 .

Yours faithfully,  
For & on behalf of Bharat Coking Coal

Ltd.

( A.K. Choudhary)  
Chief Manager (MM)

## INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date : BCCL/CGM(E&M)/F-C Indent/ 11-12/22(A) Dt. 12/07/11

I.R. No. 111138 (11-12) Dt. 14/ 09/11

Total Procurement value : Rs. 48,84,033.60

Firm-wise Distribution :

1. M/S Khandelwal Industries , Dhanbad - Rs. 2442016.80
2. M/s. Bharat Steel & Engineering Co. , Dhanbad - Rs. 2442016.80

### Budget Certification Ref.:

The proposal for Rs. 48,84,033.60 is recorded for ADVANCE Budget Commitment for 2012-13 to the extent of 50% of the total indent value i.e. Rs. 24,42,000.00 only on Ad hoc basis in absence of Head wise available budget amount against ADVANCE Budget commitment for 2012-13 . Record reference : BCCL/HQ/PP/FIN/Sr.M/12-13/P&M/A-1/3/TCR Dt. 06/02/12 for Rs. 24,42,000.00 ( Rs. Twenty Four Lakh Forty Two Thousand ) only .

Budget certification for balance amount i.e. Rs. 2442033.60 only has been provided from 11-12

Vide ref. no. BCCL/FINANCE/P&P/BC/Sr.Mgr/11-12/P&M/2/7/TCR Dated 06/02/20012 .

Copy to:

1. Depot Officer, Ekra Central Stores, BCCL
2. GM(F)(MM), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
7. Special Cell , CMPDILtd. , Kanke Road , Ranchi

Copy for kind information to IEM

**Justice Ashok Kumar Chakraborty (Retd),**  
**BB-69, Sector I Salt Lake, Kolkata – 700 064**

Chief Manager

(MM)