

Bharat Coking Coal Limited A Mini Ratna Company

(A Subsidiary of Coal India Limited)
(A GOVT. OF INDIA UNDERTAKING)
Koyla Bhawan, Koyla Nagar, Post- B.C.C.L. Township,
DHANBAD-826005 (Jharkhand)
OFFICE OF THE GENERAL MANAGER (MM)
Phone No. 0326-2230181 Fax No. 0326-2230183

CIN: U10101JH1972GOI000918, GSTIN: 20AAACB7934MFZB (UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Ref. No.: BCCL/PUR/620044/ Coil Commutator/20-21/ATE/80

Dated: 01.12.2020

REGD. POST / SPEED POST

PURCHASE ORDER

To,	
M/s. SPARES & EQUIPMENTS,	Vender Code: 1/12/D/T/008
1C NILMONI ROW,	
POST COSSIPORE,	Vender Type: Manufacturer (MSME)
KOLKATA- 700 002	
Ph.: 9433443041	PAN No. ADCPR3906K
Email: sparesandequipment@hotmail.com	1000 PA (100 100 100 100 100 100 100 100 100 10
	GSTIN No. 19ADCPR3906K1Z9

Sub: Supply of COILS & COMMUTATORS FOR ELECTRICAL HEMMs (FOR SINIDIH EXCAVATION WORKSHOP) OF BCCL

Ref: (i) Open (Domestic) Tender cum Reverse Auction Enquiry (ATE) No. BCCL/PUR/620044/Coil Commutator/20-21/ATE/31 Dated: 06.07.2020, Opened on 04.08.2020

(ii) Tender Id no.: 2020 BCCL_176730_1

(iii) Your Bid Id: 540795 & your subsequent letter no. S&E/BCCL-HQ/ET-31/20-21 Dated 29.10.2020

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place order for supply of Coil and Commutators for Electrical HEMMs (For Sinidih Excavation Workshop) of BCCL at the following Items Description, Part No, Rate, Value and Terms & Conditions: -

NIT Item SI. No.	Item Description	Specification	Material Code	HSN Code	Unit Basic Price (In Rs.)	UNIT	Qty	Extended Value (In Rs.)
1			SET (4 COILS)	8	187200.00			
2	COMPOLE COIL FOR 54KW DC CROWD MOTOR OF EKG 5.0 Cu.M SHOVEL	KEC LTD MAKE GENERATOR FRAME No. KMDC 808 spl.	15501975278	8503	21800.00	SET (4 COILS)	7	152600.00
3	COMPOLE COIL FOR 42 KW DC CROWD GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	BHEL DRAWING No24133238070 & 34133238018(STAB)	15505822734	8503	28100.00	SET (4 COILS)	2	56200.00

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NIT Item SI. No.	Item Description	Specification	Material Code	HSN Code	Price	UNIT	Qty	Extended Valu
5	COMPOLE COIL FOR 120 KW DC SWING GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	& 34133238014 (STAB)	15503992368	8503	31500.00	SET (4 COILS)	3	94500.00
7	COMPOLE COIL FOR 12 KW DC EXCITOR GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	BHEL DRAWING	15505821434	8503	9185.00	SET (4 COILS)	3	27555.00
8	COMPOLE COIL FOR 15 KW DC EXCITOR GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	KIRLOSKAR ELECTRIC CO. LTD MAKE GENERATOR FRAME No. DC 280/E	1550197302	8503	6840.00	SET (4 COILS)	2	13680.00
9	COMPOLE COIL FOR 60 KW DC SWING MOTOR OF EKG / EQC 4.6 CU.M / 5.0 CU.M SHOVEL	BHEL DRAWING	1556070073	8503	23600.00	SET (4 COILS)	3	70800.00
10	COMPOLE COIL FOR 60 KW DC SWING MOTOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	FRAME NO KMDC	15501963527	8503	25393.00	SET (4 COILS)	5	126965.00
12	MAIN POLE COIL FOR 54KW DC CROWD / PROPEL MOTOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	KIRLOSKAR ELECTRIC CO. LTD MAKE GENERATOR FRAME NoKMDC 808 spl.	1550175234	8503	48679.00	SET (4 COILS)	13	632827.00
15	MAIN POLE COIL FOR 50 KW DC CROWD GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	KEC LTD MAKE GENERATOR FRAME NoKMDC 810 spl.	15501975207	8503	32100.00	SET (4 COILS)	5	160500.00
16	MAIN POLE COIL FOR /100/120KW DC SP GEN OF EKG 5.0 Cu.M SHOVEL	BHEL DRAWING No- 24133238063(SELF) &24133238064(SEP)	15501975199	8503	85900.00	SET (4 COILS)	2	171800.00
17	MAIN POLE COIL FOR 132 KW DC SP GEN OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	KEC LTD MAKE GENERATOR FRAME NoKMDC 814 spl.	15501972164	8503	47100.00	SET (4 COILS)	5	235500.00
18	MAIN COIL FOR 60 KW DC SWING MOTOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	KEC MAKE GENERATOR FRAME NoKMDC 803 spl.	15501975219	8503		SET (4 COILS)	5	247895.00
20	15 KW DC EXC GENERATOR OF EKG /	KEC MAKE GENERATOR FRAME NoKMDC 808 spl.	15501963515	8503		SET (4 COILS)	4	47676.00
21		BHEL DRAWING NO - 34134038000	15501972267	8503	14680.00	SET	4	58720.00

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NIT Item SI. No.	Item Description	Specification	Material Code	HSN Code	Unit Basic Price (In Rs.)	UNIT	Qty	Extended Value (in Rs.)
ARMATURE COIL FOR 15 KW DC EXC GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL KIRLOSKAR ELECTRIC CO. LTD MAKE GENERATOR FRAME NO. DC 280/E		75500.00						
23	ARMATURE COIL FOR 54KW DC CROWD MOTOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL NO. OF COILS- 43	KIRLOSKAR ELECTRIC CO. LTD MAKE MOTOR FRAME No. KMDC 808 spl.	15501987266	8503	29515.00	SET	7	206605.00
25	25 ARMATURE COIL FOR 42KW DC CROWD GEN OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL BHEL DRAWING NO - 34134038016 15501975128 8503 28300.00 SET		SET	4	113200.00			
26	ARMATURE COIL FOR 50KW DC CROWD GEN OF EKG 5.0 Cu.M SHOVEL	KEC MAKE GENERATOR FRAME NO. KMDC 810 spl.	15501963542	8503	28300.00	SET	1	28300.00
27	ARMATURE COIL FOR 120 KW DC SP GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	BHEL DRAWING No24134038010	15501972132	8503	47200.00	SET	2	94400.00
28	ARMATURE COIL FOR 132 KW DC SP GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	KEC MAKE GENERATOR FRAME NoKMDC 814 spl.	15501975301	8503	45425.00	SET	2	90850.00
					Sub	Total (In	Rs.)	28,93,273.00
						IGST @	- 10	5,20,789.14
TOTAL (In Rs.) 34,14,062.14								

Rounded Off to Total Rs 34, 14,062.00 (Rupees Thirty-Four Lakh Fourteen Thousand and Sixty-Two Only).

TERMS & CONDITIONS

11	ERMS & COND	<u>illons</u>
01	Price	Firm and FOR destination basis.
02	Packing &	NIL
	Forwarding,	
	Frt. & Ins	
03	GST	(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of IGST is @18% as above. The firm shall be advised to raise Tax Invoice as per GST Act / rules, so as to avail Input Tax Credit by BCCL. (b) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit. (c) If BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier. (d) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
		(e) E-Way bill, if required, shall be arranged by you. (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).
04	Payment	100% payment within 21 days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
05	Delivery	Delivery should be completed within 90 Days from date of placement of order. Early delivery

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06	Fitment	will be accepted.
	Guarantee	The firm should give a guarantee for fitment of the supplied parts in the Equipment without any alteration i.e. addition or deletion.
07	MANUFACTURES IDENTIFICATION MARK / LOGO EMBOSSING	The firm should confirm that the items supplied by them will have their manufacturer's identification mark / logo, preferably at a non-wearing surface. In case if embossing / engraving / punching is not possible, the supplied item should be properly tagged for proper identification.
08	Warranty	The firm shall furnish the manufacturer's composite guarantee of satisfactory performance of the same in all respect for 18 months from the date of receipt & acceptance of material with the consignee or 12 months from the date of fitment, whichever will occur earlier. If any defects are found due to faulty design, inferior quality of material or bad workmanship, the defective parts shall have to be replaced by the supplier free of cost within 30 days of such intimation by the end user.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed).
10	Security Deposit	i) You have to submit Security Deposit for the 3% value, (i.e. Rs, 1, 02,422.00) of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. ii) The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee, in the prescribed format, from an RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) and is to be submitted within 15 days from date of notification of award or placement of order.
		iii) The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued.
	,	iv) The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of material by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
		v) If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
		vi) In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
		vii) Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
	After Saies	viii) The SDBG will be submitted Through Structured Financial Management System (SFMS). To be provided by the firm to end user.
2 5	of Bills	100% value of bill duly stamped & pre-receipted in Six copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, fitment guarantee certificate, and
		other relevant document as specified in the order.

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13	Consignee	Depot officer, Excavation Workshop, Sinidih, BCCL, Dhanbad, Jharkhand
14	Paying Authority	HOD(F)MM, PUR- FIN., BCCL, Dhanbad
15	Inspection	Final inspection shall be carried out at the consignee's end by representative of the GM (Excavation), BCCL after receipt of the material.
16	Mode of Dispatch	By Road on freight paid basis.
17	Inspection and test clause	i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
18	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 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. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that: a) The successful bidder will, 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 authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation 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 delays arising out of Force Majeure, the bidder will not claim 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 costs provided it is mutually established that Force Majeure Conditions did actually exists. c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
19	Price Certificate	The Firm will certify on their Bills that the prices charged to BCCL are as per their ruling price
20	Jurisdiction	and are same as applicable to other Govt. Deptt. / Undertaking including all coal companies. Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.
20	Julisulction	Any disputes will have jurisdiction of Diffational Court & Marking High Court offly.

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ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B: - This purchase order/ contract is issued with the approval of the Competent Authority. This contract is concluded with the issuance of this order. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

Indent Nos. & date: BCCL/GM(Excvn)/INDENT/COIL & COMM_SWS/2020/45 Dtd. 11.06.2020, IR no. 620044 Dtd. 26.06.2020

Budget certification No.: BCCL/HQ/PUR-Fin/Store Budget/RevBudget 20-21/HEMM Spares (SWS)/04 dated 09.06.2020 for Rs 86, 79,306.00 only & eBC-6 dated 09.06.2020 and FC no. 25 Dtd 30.11.2020 for Rs 69,32,940.00 & e-FC No. 54 dated 30.11.2020.

Encl: ANNEXURE-I & Appendix-I

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

01/12/2020

(M. Shekhar) Assistant Manager (MM)

(B. B. Roy) Chief Manager (Excv.) MM

Copy to:

1. GM (Excv.) HOD, Koyla Bhavan

2. HOD (F)MM, Koyla Bhawan, BCCL, Dhanbad

3. Depot Officer, Sinidih Excavation Workshop, BCCL, Dhanbad

4. Dy. G.M. Sinidih Workshop, BCCL, Dhanbad

5. Tech. Cell. MM Divn. Koyla Bhavan

6. Office Copy/Master Copy

Ref. No.: BCCL/PUR/620044/ Coil Commutator/20-21/ATE/80

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 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 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 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

"The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. And / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

i. The currency of contract will mean the period till completion of supply.

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- Dated: 01.12.2020
- ii. The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization, along with the offer.
- iii. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- iv. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."

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01/12/2020 01/12/2020

Ref. No.: BCCL/PUR/620044/ Coil Commutator/20-21/ATE/80

Dated: 01.12.2020

APPENDIX - I FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd. Koyla Bhawan Koyla Nagar Dhanbad – 826005
Re: Bank Guarantee in respect of Agreement dated Day of 20 between
Messers
It has been agreed that
The
We
Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.
We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs or such lesser amount out of the said sum of Rs
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Dated: 01.12.2020

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The details of beneficiary bank for sending details of BG under SFMS Platform is as below

Place.....

Name of Bank ICICI Bank Name of Bank State Bank of India Branch name ICICI Bank, Dhanbad Main Branch Dhanbad Branch name A/C no. 019605001057 35160317947 A/C no. OR ICIC0000196 IFSC Code SBIN0000066 IFSC Code Dated this......Day of......20.....

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01/12/2020

Signature of the authorized person

For and on behalf of the Bank.