

भारतकोकिंगकोललिमिटेड एकमिनीरत्नकंपनी (कोलइंडियालिमिटेडकीएकअनुषंगीइकाई) सामग्री प्रबंधन विभाग कोयलाभवन, कोयलानगर धनबाद-826005, CIN :U10101JH1972GOI000918 कमर्शियलब्लॉक L-III , फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181		Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department KoylaBhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918 Website :www.bcclweb.in Email. Id : gramm.bccl@coalindia.in
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P.O No- BCCL/Pur/117143/FB Spares/19-20/RE/OLTE/13/137

DATED 01.02.2020

BY REGD.POST / SPEED POST

To

M/S Elecon Engineering Company Limited, Anand - Scjitr Road, Vallabh Vidhyanagar - 388120 dist. Anand state Gujarat Phone: 9431121941	Vendor Code- 1/24/M/T/015
	GSTIN No- 24AAACE4644D174
	PAN no- AAACE4644D
	email- mhkinkhabwala@elecon.com , mypatel@elecon.com

Sub: **PURCHASE ORDER FOR Supply of Spares for Elecon make Spiral bevel cum hollow shaft helical gearbox of Mobile Crusher of L&T make**

Ref. i) your offer against Our Tender No: BCCL/Pur/117143/FB Spares/19-20/RE/OLTE/13 dated 01.10.2019, opened on 07.11.19 online.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for Supply Of Spares for Elecon make Spiral bevel cum hollow shaft helical gearbox of Mobile Crusher of L&T make to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. **Scope of Supply:**

SL No.	Description of Work / Item(s)	Qty	HSN Code	Unit	Basic Rate	Packing & Forwarding Charges(in Rs.) per unit	Rate per unit exclusive of Taxes	IGST @ 18% in Rs per unit	Total Landed Value inclusive of GST in Rs
1	Supply of Spares for Elecon make Spiral bevel cum hollow shaft helical gearbox of Mobile Crusher of L&T make Make:Elecon (detailed technical specifications as per Annexure A)	1 Set	84839000		₹ 9,85,000.00	₹ 19,700.00	₹ 10,04,700.00	₹ 1,80,846.00	₹ 11,85,546.00

The Total Contractual value will be ₹ 11,85,546/- (Rupees Eleven Lakh Eighty Five thousand Five Hundred and Forty Six only) inclusive of all taxes

- PRICES:** The above prices are FIRM & FOR destination basis
- GST:** a) GST shall be paid extra as legally applicable. Present rate is @18% as indicated above
b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.



- d) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.
- e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.
4. **PACKING & FORWARDING:** To be paid @ ₹ 19,700.00 as per scope of supply above. Consignment shall be supplied in suitable standard proper packing
5. **FREIGHT:** NIL
6. **TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk
7. **PAYMENT TERM:**
100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.
Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS).
8. **DELIVERY PERIOD:** Delivery shall be completed within 4 months. The period shall be reckoned from the 10th day of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.
(Note: for the above one month shall be considered 30 days)
9. **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows
The supplier shall warrant that the spares supplied under the contract / supply order
(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered spare.
(b) is in accordance with the contract specifications.
(c) shall have no defects arising out of design, materials or workmanship.
You shall guarantee for the satisfactory performance of the spares for a period of 12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance whichever is earlier.
The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.
Fitment Guarantee - The supplier should give a guarantee for fitment of supplied part in the above model without any alteration i.e addition or deletion. In case of problem in fitment you will replace the material at your cost.
10. **PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE):** 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 sample and/or specification mentioned in the supply order, and in the event of breach of any terms and condition 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 cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

(c) To purchase elsewhere, after due notice to you, on your account and risk, 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

(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

11. **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 i.e. for ₹ 1,18,554/- without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in NIT) **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. For successful supply, 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. For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee. The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank,	State Bank of India	
Branch & Address	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank,	ICICI Bank	
Branch & Address	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Security Deposit Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - F

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

12. **PRICE FALL CLAUSE:** The supplier has undertaken that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the supplier to any other

Ministry/Department of the Government of India or a PSU at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the supplier to BCCL, if the contract has already been concluded.

13. **CONSIGNEE:**

1. Depot Officer, CV Regional Store, Laikdih, C.V. Area, BCCL.

14. **PAYING AUTHORITY:** HOD(F) MM, KoylaBhawan, Dhanbad.

INSPECTION:

- 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 representative retained for these purposes.
- ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, 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. The supplier shall either replace the rejected goods or make all alternatives necessary to meet specific requirements free of cost to the Purchaser.
- iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in Purchaser's country 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 representatives prior to the Goods shipment from the country of origin.
- v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to inspection by a third party nominated by BCCL for the purpose. Final inspection shall be carried out at consignee end after receipt of materials by GM (E&M)/C or his authorized representative.
- vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government 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. **PRICE CERTIFICATE:** A Price certificate as stated below, should be submitted along with supply bill: "The rates of the stores under this contract are the lowest at which we are selling to any other customer/Government 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"

16. **SUBMISSION OF BILL:** Bill as per GST Act/rules (in six copies) along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate payment.

The following Documents need to be submitted along with the supply/Bill:

- a. Consignment note
- b. Delivery Challan in original
- c. GST paying documentary evidence
- d. Warranty/Guaranty certificate/ Inspection note wherever required.
- e. Price certificate(as mentioned above in clause 15)
- f. Any other document specified in the Supply Order

Note: the above documents shall be forwarded to paying authority for payment by the consignee.

17. **PACKING:** The Supplier should confirm provision of proper packing of the goods to be transported by train as is required 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 and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of the goods final destination and the absence of handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the order.

18. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.

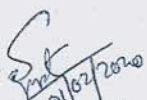
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY

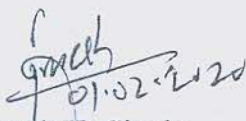
This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

All other terms and conditions shall be applicable as per NIT.

This issues with approval of competent authority.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited .


(Sonu Gupta)
Dy.Mgr. (MM)


(Ramesh.Kr.Singh)
CM (MM)

INDENT REFERENCE:

Sr.No	Indent no. and Date	BC & FC no. & dt.	Indenting Authority
1	CVR/IND/0000788 dated 12.06.17 IR no. 117143 dtd 06.12.17	.BC.No : BCCL/HQ/Pur-Fin/Store/budget/other stores OCP no 28 dated 24.09.19 for ₹ 12,80,500.00/- eFC no 426 dated 28.01.2020 for ₹ 11,85,546.00/-	GM(CV Area)

ENCI:

1. Annexure 'A' for Technical Specifications
2. Format for Bank guarantee for Security Deposit (Annexure F)

Copy to:

1. GM(E&M)/I/C BCCL.
2. GM CV Area, BCCL
3. HOD(F)MM, BCCL. Koyla Bhavan, Dhanbad.
4. Depot Officer, Regional Store, Laikdih, CV Area
5. MM(Tech Cell), MM Div,Koyla Bhawan
7. 1. Shri Pramod Deepak Sudhakar, IAS (Retd.) Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301. E-mail-sudhakarpd2@gmail.com
2. Shri Aditya Prakash Mishra, IRSE (Retd.) Flat no-24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurgaon-122003
8. Office Copy/Master Copy

Annexure –A-Technical Specifications

(A) SCHEDULE OF REQUIREMENT:

SL. NO.	ITEM DESCRIPTION	Quantity
1	Supply of Spares for Elecon make Spiral bevel cum hollow shaft helical gearbox of Mobile Crusher of L&T make	01 Set

(B) Technical Specifications & Other Parameters:

TECHNICAL SPECIFICATION OF DTVM

Set of Spiral Bevel Input Pinion Shaft with its matching Spiral Bevel Gear Wheel with its Brg Oil Seal suitable for Elecon make Helical Gearbox type & size: KBH-280, Ratio 11.2:1 existing working in plant against SI.No.WHG/WHG 37339 RH (HALS-2806/2) with one to one replacement - 1 set consist of followings:

- i. Input Pinion (Spiral bevel) with integrated shaft - 1 no
- ii. Spiral bevel wheel gear - 1 no
- iii. Input bearing - 2 no
- iv. Input bearing - 1 no
- v. Oil Seal (Input) - 1 no
- vi. Key for input shaft - 1 no

Fitment Guarantee – The supplier should give a guarantee for fitment of supplied part in the above model without any alteration i.e addition or deletion.



ANNEXURE - F
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad - 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations 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 Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand. We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give 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 of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

Dated day of

For Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.

