



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: BCCL/PUR/620027/Spares/ EKG/CCL RC/20-21/21

Date: 15.06.2020

PURCHASE ORDER

(SPEED POST)

To,

M/s. Heavy Engineering Corporation Limited

Plant Plaza Road, DHURWA

Ranchi-834004

FAX: 0651-2408166/2408571

Vendor Type: OEM (CPSE)

Vendor Code: 1/13/M/P/005

GSTIN: 20AAACH4534P3ZL

SUB: Supply of Spares of EKG 5.0 Shovels of BCCL against CCL Rate Contract no. CM(Pur)/HEC/RC/EKG5A-Sps/2018-19/038 Dtd 30.06.2018 of CCL in favour of M/s HEAVY ENGINEERING CORPORATION LIMITED, RANCHI-834004

Ref. No. Your acceptance Letter Ref. No- HEC/MKTG-Mining Group/D/3/BCCL/2020-2450 Dtd 18.05.2020

Dear Sirs,

With reference to above We, for and on behalf of BCCL, hereby place order for supply of Spares of EKG 5.0 Shovels of BCCL with the following descriptions, prices and terms & conditions:-

Scope of Supply:

Sl No.	Material Code	Item Description	PART NO.	HSN Code	Unit Basic Rate (In Rs)	Quantity (In Nos)	Extended Value (In Rs)
1	15501380026	TRACK BAR	1040.16.041 / 4104016041	84314100	6,10,053.00	2	12,20,106.00
2	15501972575	GUIDE ROLLER INSTALLATION	1040.03.500 / 1002.03.500	84314100	92,709.00	2	1,85,418.00
3	15501100176	CROWD MOTOR BRAKE	1040.03.700 / 4104003700	84314100	1,04,239.00	2	2,08,478.00
4	15501110121	GEAR M = 8, Z = 122	1040.03.253 / 4104003253	84314100	3,17,405.00	2	6,34,810.00
5	15501320654	MOTOR PINION	1040.11.041 / 4104011041	84314100	29,892.00	6	1,79,352.00
6	15501430012	ENGAGEMENT COUPLING (LH)	1040.18.300 / 41040.18.300	84314100	3,91,939.00	2	7,83,878.00
7	15501440013	ENGAGEMENT COUPLING (RH)	1040.18.400 / 41040.18.400	84314100	3,91,993.00	2	7,83,986.00
Sub Total							39,96,028.00
GST @ 18 %							7,19,285.04
Total							47,15,313.04
MAKE: - HEC MAKE (For All the 7 Items as detailed above).							

Rounded Off to Rs. 47,15,313.00

(Rupees Forty-Seven Lakh Fifteen Thousand Three Hundred and Thirteen only.)

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Terms & Conditions: -

1.) Basis of Price: Prices are FIRM and on FOR Destination basis inclusive of Packing & forwarding, Freight & insurance charges up to destination stores.

2.) Goods & Service Tax (GST):

(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is 18% as indicated in the pre-page. 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.

(f) 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.)

3.) Guarantee / Warranty: You shall be fully responsible for manufacturer's warranty in respect of proper design, material, quality, workmanship and correctness of the parts and items shall have Guarantee / Warranty of 12 months from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.

4.) Warranty Replacement: You have to submit an undertaking along with the supply, that you shall replace the defective material / pre-maturely failed material free of cost within 30 (Thirty) days upon receipt of intimation from the consignee, subject to acceptance during the normal joint inspection held between the authorized representative of firm and the concerned representative of BCCL on consignee store basis without any extra charge to BCCL on account of freight, Insurance etc.

5.) Fitment Guarantee: You have to furnish a fitment guarantee certificate along with the supply that the items supplied by you against supply order are exactly as per Part Number, design, specification, in all respect and shall fit in the intended equipment / sub assembly without any modification & shall function properly as per OEM design and performance parameters.


6.) Identification Marks: The make / identification mark of the manufacturer must clearly be punched / engraved / embossed / tagged (wherever Punching / embossing / engraving is not possible) on each of the item at a visible place which is not subject to normal wear and tear for convenience of identification at any time.

7.) Final Inspection: Final Inspection shall be carried out at consignee end by representative of user dept. If there is any defect found in the materials supplied, you will arrange the replacement of the same free of cost.

8.) Delivery: Supply to be completed within **04 months** from the date of issue of supply order. However early delivery will be accepted. Materials should not be supplied after expiry of scheduled delivery period. However, after expiry of scheduled delivery period, supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period which shall be granted after approval of the competent authority as per relevant clauses of CIL Purchase Manual 2020.

9.) Security Deposit: Exempted being CPSU as per CCL RC Ref No. 038 Dtd 30.06.2018.

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10.) Performance Bank Guarantee: Not Applicable as per CCL RC Ref No. 038 Dtd 30.06.2018.

11.) After Sales & Services: The manufacturer / supplier should provide after sales & service support for the items supplied by them on as and when required basis free of cost.

12.) Payment Terms: 100% payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later. BCCL shall be making payment through electronic fund transfer/RTGS system.

13.) Submission of bill(s) & Documents: - The following documents are to be submitted along with original bills as per terms of supply order to the consignee.

- (i) Per-receipted and stamped Tax Invoice as per GST rule
- (ii) Packing list in original list giving details of bills of materials, if applicable.
- (iii) Consignment note / RR / LR in original. (if applicable)
- (iv) E-way bill, if applicable as per GST rules.
- (v) Manufacturer Warranty / Guarantee certificate
- (vi) Fitment Guarantee Certificate
- (vii) Lowest Price Certificate
- (viii) Any other document as specified elsewhere in the order, if applicable.

14.) Price Certificate: The firm shall have to submit a price certificate in their invoice(s) in the following format:-

"It is certified that the price(s) charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organisation during the period of contract."

15.) Price Fall Clause: It will be a condition of the order that all through the currency, the prices, at which the firm shall supply the stores, shall not exceed the lowest price charged by them to any other agency including DGS&D. In the event of price going down, the supplier / firm shall promptly pass on such information to enable BCCL to amend the ordered rate.

16.) Consignee: Depot officer, Central Stores, Jealgora, BCCL, Dhanbad.

17.) Paying Authority: HOD (F) MM, Pur. - Fin., BCCL, Dhanbad.

18.) Liquidated Damage clause cum Risk Purchase 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 from 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

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- 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 except in case of force majeure condition.
- e) To forfeit the security deposit full or in part.
- f) 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.

19.) 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.

20.) Transportation: By Road transport on Freight and Insurance paid, door delivery basis. It is incumbent on the supplier to transport the contracted materials /supplies through registered common carriers only and documentation should be done as per provision of the Carriage by Road Act, 2007. Any transportation of goods through unregistered common carriers is illegal.

21.) Jurisdiction: The Court at Dhanbad in Jharkhand State only will have the jurisdiction to deal with & decide any legal matter or dispute whatsoever arising out of our contract.

22.) Certificate of Manufacturing: The supply Order is placed on the basis of consideration that you are the manufacturer of the supplied items i.e. of M/s HEAVY ENGINEERING CORPORATION LIMITED, RANCHI-834004, it is obligatory on your part to submit a certificate along with the supply that the materials has been manufactured by of M/s HEAVY ENGINEERING CORPORATION LIMITED, RANCHI-834004

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All other terms and conditions shall be applicable as per the CCL Rate Contract no. CM (Pur)/HEC/RC/EKG5A-Sps/2018-19/038 Dtd 30.06.2018 of CCL in favour of M/s HEAVY ENGINEERING CORPORATION LIMITED, RANCHI-834004

This purchase order/ contract is issued with the concurrence & approval of the Competent Authority.


Indent Nos.: BCCL/GM (EXCVN) / INDENT_EKG_SPARES / RC_HEC / 20-21 / 35 Dtd 20.05.2020. (IR no. 620027 Dated 03.06.2020)

Budget certification no. &date: BCCL/HQ/Pur. Fin./ store Budget/Advance Action/Rev. Bud. /2020-21/HEMM spares/ 19 Dtd 21.05.2020 for Rs. 47, 15,313.00 & e-BC-33 Dated 21.05.2020 and FC no.: BCCL/Pur-Fin/FC/32dtd 12.06.2020 for Rs 47, 15,313.00 & e-FC no.: 32 Dtd: 12.06.2020, e.FC-49 Dated 12.06.2020.

Yours faithfully


15/06/2020

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


15/06/2020

(Mayank Shekhar)
Assistant Manager (MM)

Copy to: -

1. GM (Excv.), Koyla Bhawan.
2. Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad.
3. HOD(F)MM, Pur- Fin, BCCL, Dhanbad.
- ✓ 5. Tech. Cell. MM Divn. Koyla Bhawan.
6. Office Copy/Master Copy.