



**BHARAT COKING COAL LIMITED**  
(A Subsidiary of Coal India Ltd.)

भारत कोकिंग कोल लिमिटेड  
**OFFICE OF CHAIRMAN-CUM-MANAGING-DIRECTOR**  
Bharat Coking Coal Limited,,

P.O - BCCL Township, Dist.-Dhanbad, Jharkhand, India-826005



**Coal India Limited**

A Maharatna Company  
www.coalindia.in

Phone No:

Fax :

Website :

Email :

CIN : U10101JH1972GOI000918

GSTN : 20AAACB7934MFZB

Purchase Order No: 5800051709

**PURCHASE ORDER**

Document Date: Dec 29, 2021

**To,**

GAINWELL COMMOALES PVT LTD  
KUSUM VIHAR COLONY, P.O KOYLA NAGAR  
DHANBAD  
826005  
Jharkhand  
India

Department: MM

PCC BY REGD. POST/MAIL

E-Mail Address : SUSANTA.PATRA@GAINWELLINDIA.COM

Telephone : 9771441020

GST No : 20AAFCG8736M1ZD

Vendor Code : 10008946

Sub: - Purchase Order for Supply of SPARES OF 182M MARION SHOVEL OF MURAIIDH COLLIERY OF BARORA AREA, BCCL

Ref:

(I) Our Single Tender Enquiry Ref no.: BCCL/PUR/621020/ SPARES/Marion SHOVEL/21-22/STE/03 Date: 29.05.2021

II) Tender Id no.: 2021\_BCCL\_208507\_1

III) Your Bid ID: 674452

IV) Your E-mail Dated 21.10.2021

Dear Sirs

With reference to the above We, for and on behalf of BCCL, hereby place order for Supply of SPARES OF 182M MARION SHOVEL OF MURAIIDH COLLIERY OF BARORA AREA, BCCL, at the following items description, part no, rate, value and terms & conditions:-

Item No	Material No.	Short Text	HSN/SAC	UOM	Quantity	Unit Price	Price (Rs)
10	4400061371	CIRCUIT BREAKER		EA	1.000	96095.56 INR	113392.76
					Gross Price		96095.56
					SGST@ (9.00)		8648.60
					CGST@ (9.00)		8648.60
20	4400076617	CIRCUIT BREAKER		EA	1.000	70819.58 INR	83567.10
					Gross Price		70819.58
					SGST@ (9.00)		6373.76
					CGST@ (9.00)		6373.76

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30	440009822	CIRCUIT BREAKER	EA	2.000	195989.98 INR	462536.36
		Material Description :				
		Part No. : 3514838				
		Gross Price				
		SGST%(9.00)				
		CGST%(9.00)				
40	4400082877	DIAPHRAGM	EA	4.000	82809.00 INR	390858.48
		Material Description :				
		Part No. : 2893266				
		Gross Price				
		SGST%(9.00)				
		CGST%(9.00)				
50	4400082925	DIAPHRAGM	EA	1.000	221176.51 INR	260988.29
		Material Description :				
		Part No. : 2896982				
		Gross Price				
		SGST%(9.00)				
		CGST%(9.00)				
Total Net Value Exclusive of Tax					INR	1111307.61
Total Net Value Inclusive of Tax					INR	1311342.99
Amount in words: Thirteen Lakh Eleven Thousand Three Hundred Forty Two Rupees And Ninety Nine Paise Only						

### General Terms and Conditions

#### HSN CODE DETAILS

HSN CODE for PO Item Sl. No.10,20,30,40&50 is 84314390

#### TERMS & CONDITIONS

01.Price - Firm and FOR destination basis.

02.Packing & Forwarding, Frt. & Ins - NIL

03.GST

(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST 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 BCLL.

(b) You have to ensure proper uploading in your return so that BCLL may be able to avail Input Tax Credit.

(c) If BCLL 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 BCLL.

(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 - Within 270 Days from the date of placement of purchase order. Early delivery will be accepted.

06.Fitment Guarantee- The firm should give a guarantee for fitment of the supplied parts in the above model of without any alteration i.e. addition or deletion.

07.MANUFACTURER IDENTIFICATION MARK / LOGO EMBOSSING- They should confirm that the items supplied by them will be engraved/embossed with their manufacturer's identification mark/logo, preferably at a non-wearing surface. In case if embossing / engraving is not possible, the supplied item should be properly tagged for proper identification.

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08. Warranty- The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country. This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment/tendered item and eighteen (18) months from the date of receipt at consignee end, whichever is earlier.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights with the Purchaser. If it becomes so necessary to replace the complete item / assembly supplied by the firm then the warranty / guarantee shall start afresh i.e. it shall start from zero and it shall work till the completion of guaranteed / warranty period. The replacement of the complete item / assembly as the case may be shall be made by the supplier free of cost without any extra cost to BCLL.

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 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 materials by the consignee in case of supply contracts/rate/running 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.
- viii) The SDBG will be submitted Through Structured Financial Management System (SFMS).

11. After Sales Service- The Firm should confirm that they are able to provide after sales service to end user.

12. Submission 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, filament guarantee certificate, and other relevant document as specified in the order.

13. Consignee-Depot officer, Regional Stores, Barora Area, BCLL, Dhanbad.

14. Paying Authority -HOD (F) MM, PUR- FIN., BCLL, 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 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 are 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 states 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 exist.

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 is lowest and same as charged to other CIL subsidiaries/Govt. Undertaking/ Deptt and others.

20. Jurisdiction - Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

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.

Encl: ANNEXURE-I

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 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

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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

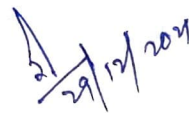
"The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. And / or its Subsidiaries 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.
- 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 or 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."

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT - As per the NIT Format.

  
29/12/2021

Mayank Shekhar  
Asst. Manager (mm)

  
29/12/2021  
B.B. Roy  
Chief Manager (EXCV) mm

Copy to:-

1. Gm (EXCV) / HOD, BCCL, Koyla Bhawan, Dhanbad
2. Depot officer, Regional Store, Barwa Area, BCCL
3. HOD (F) mm, Pur. Fin., BCCL HQ
4. Tech. cell, mm Div., Koyla Bhawan, BCCL
5. Office copy / Master copy.