



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 :

CIN : U10101JH1972GOI000918

Email :

GSTN : 20AAACB7934MFZB

Purchase Order No: 5800125040

PURCHASE ORDER

Document Date: Nov 9, 2022

To,

GAINWELL COMMOSALES PVT LTD

KUSUM VIHAR COLONY, P.O KOYLA NAGAR
DHANBAD

826005

Jharkhand

India

Department : MM

MSE Status : NON-MSE

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 CAT 773E dumper of Lodna Area, BCCL.

Ref:

(I) Our Single Tender Enquiry Ref no.: 21 dated 07-03-2022

II) Tender Id no.: 2022_BCCL_238699_1 opened on 25-03-2022

III) Your Bid ID: 807461 dated 23-03-2022

IV) Your email dated 02-09-2022

Dear Sirs

With reference to the above We, for and on behalf of BCCL, hereby place order for spares of CAT 773E dumper of Lodna 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	4400272483	Control GP		EA	1.000	196958.85 INR	232411.45
Manufacturer Part No : 4690894					Gross Price	196958.85	
Material Description :					SGST%(9.00)	17726.30	
Batch :					CGST%(9.00)	17726.30	
Batch Description :							
20	4400272482	Control GP		EA	1.000	407553.32 INR	480912.92
Manufacturer Part No : 2848905					Gross Price	407553.32	
Material Description :					SGST%(9.00)	36679.80	
Batch :					CGST%(9.00)	36679.80	
Batch Description :							

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Total Net Value Exclusive of Tax		INR	604512.17
Total Net Value Inclusive of Tax		INR	713324.37
Amount in words:	Seven Lakh Thirteen Thousand Three Hundred Twenty Four Rupees And Thirty Seven Paise Only		

General Terms and Conditions

HSN CODE DETAILS

PO Item Sl. No.10 - 90328990

PO Item Sl. No.20 - 90328990

TERMS & CONDITIONS

01. Price - FIRM & Free Delivery at Site 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% (9%+9%) 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. 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 contractor 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.

[Signature]

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viii) The SDBG will be submitted Through Structured Financial Management System (SFMS).

05. Delivery - Within 90 days from the date of placement of purchase order. Early delivery will be accepted.

06. Consignee - Depot officer, Central Store, Jealgora, BCCL, Dhanbad.

07. Mode of Dispatch - by Road on freight paid basis.

08. Inspection - Final inspection shall be carried out at the consignee's end by representative of the GM(Excavation), BCCL after receipt of the material.

09. 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 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 its 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 and the supplier shall either 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.

vi) 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 tests as well as of the material shall have to be borne by the supplier.

10. 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, fitment guarantee certificate, and other relevant document as specified in the order.

The firm shall submit, along with supplies/ bills, a certificate from their Auditor certifying that they have paid Customs Duty as per prevailing Customs Rates and refund, if any, shall be passed on to BCCL.

You shall submit the following import documents to the consignee along with the supply to ensure authenticity and genuineness of imported materials:

(i) Self attested copy of Principal's invoice/ packing list along with original.

(ii) Self attested copy of Bill of Lading/ Airway bill.

(iii) Self attested copy of Bill of entry along with original.

(iv) Certificate of county of origin.

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by consignee).

The original documents under (i) and (iii) shall be returned after verification with self-attested Photocopies and making endorsements on originals relating to transaction made.

11. Payment - 100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

12. Paying Authority - HOD (F) MM, PUR- FIN., BCCL, Dhanbad.

13. 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.

14. 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

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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 tendered / similar 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 ordered / similar 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 ordered / similar 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."

15. Liquidated Damages:

A) In the event of failure to deliver or dispatch the equipment / stores within the stipulated date / period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment / stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment / stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment / stores 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 forfeit the security deposit fully or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

B) For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

16. 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.

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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.

17. 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 is 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.

18. 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.

19. 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.

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

21. 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.

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

