

<p><b>भारत कोकिंग कोल लिमिटेड</b>  एक मिनीरत्न कंपनी  (कोल इंडिया लिमिटेड का एक अंग)  सामग्री प्रबंधन विभाग  कोयला भवन, कोयला नगर  धनबाद-826 005  सी.आइ.एन:यू.10101जे.एच.1972जी.ओ.1000918</p>		<p><b>Bharat Coking Coal Limited</b>  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</p>
<b>SUPPLY / PURCHASE ORDER</b>		

Ref no: BCCL/PUR/517223/OLTE/19-20/101

Date: 25.11.2019

BY REGISTERED POST

To,  
M/s. Advance Welding Corporation,  
Shakti Path, JoraPhatak Road,  
Dhanbad- 826001  
Contact No: 7004567506.

GSTIN: 20AAEFA9907E1ZW  
Vendor Code: 1/13/M/U/264  
PAN No: AAEFA9907E

Sub: Supply of 11KV Electrical Rubber Hand Gloves.

Ref: BCCL E-Tender No.: BCCL/PUR/517223/OLTE/11 dated 14.06.2018 opened on-line on 11.07.2018 (Tender Id: 2018\_BCCL\_105844\_1).

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place Purchase Order on you for supply of stores as per rate, terms and conditions indicated below:

**1. SCOPE OF SUPPLY**

SL NO.	DESCRIPTION	QTY.	Basic Price per Pair (in Rs.)	TOTAL VALUE
1.	11 KV Seamless Electrical Rubber Hand Gloves, Size 14", IS 4770, 1991-2001 certified with test certificate. Detail technical specifications as per Annexure "A". Make: Crown HSN Code: 4015	59 Pairs.	640.00	37760.00
GST @ 18%(CGST & SGST @9% each)				6796.80
Grand Total				44556.80

(Total contractual value: Rs. Forty four thousand five hundred fifty six rupees and paise eighty only)

**TERMS & CONDITIONS:**

1. **PAYMENT TERMS:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.






2. **PRICES:** FIRM and FOR destination basis; Packing & Forwarding charges: Nil; Freight & Insurance charges: Nil.

3. **GST:-** (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18%.

(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) You have to ensure that 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.

(e) 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).

4. **DELIVERY SCHEDULE:** - Delivery to be completed within 21 days or earlier from the date of receipt of supply order. Delivery schedule shall be reckoned from the 10TH day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

5. **SECURITY MONEY:-** Not applicable as order value is less than Rs. one lac.

6. **INSPECTION** – Inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)/c, BCCL or their authorized representative.

7. **TRANSIT INSURANCE** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

#### 8. **PENALTY FOR FAILURE TO SUPPLY IN TIME**

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 the purchaser.

In the event of failure to deliver 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 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 canceling 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 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 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.

**9. PRICE FALL CLAUSE.**

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM (MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

**10. SUBMISSION OF BILLS-** 100% value of bill duly stamped, signed & 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 delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, Price Certificate and other relevant documents.

**NB:** all documents to be submitted shall be authenticated.

**11. GUARANTEE /WARRANTY** – Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt & acceptance of materials at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 30 days free of cost.

**12. PRICE CERTIFICATE:** You should submit a certificate along with bill as stated below

“The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. 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”.

**13. PACKING** - Consignment shall be supplied in suitable standard proper packing as per NIT.

**14. FORCE MAJEURE CLAUSES –**

If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract/ Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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 delay arising out of Force majeure, the bidder will not claim the 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 cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

