


भारतकोकिंगकोललिमिटेड एकमिनीरत्नकंपनी (कोलइंडियालिमिटेडकीएकअनुषंगीइकाई) सामग्रीप्रबंधनविभाग 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: gmmm.bccl@coalindia.in
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P.O No-BCCL/PUR/718074/ ROLLER/18-19/74/86

DATED 21.10.2019

MSE

BY REGD.POST / SPEED POST

To

M/S NEWALL INDUSTRIES. 20 N.S.ROAD, KOLKATA, West Bengal-700001 Phone: 9433457824	Vendor Code-1/12/M/S/177
	GSTIN No-19AACFN2591B1ZG
	PAN no- AACFN2591B
	email-newall.ind@gmail.com

Sub: **PURCHASE ORDER FOR PROCUREMENT OF CONVEYOR SPARES**

Ref. i) your offer against Our Tender No: BCCL/PUR/718074/ ROLLER/18-19/74 Dated 12.12.18, opened on 12.01.2019 online and subsequent correspondences and offer validity extension thereof, latest being 24.09.2019

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for PROCUREMENT OF CONVEYOR SPARES to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. Scope of Supply:

NIT sl no	item description	Qty(Set)	HSN Code	Basic rate/unit (Rs)	GST@18% (Rs)	Extended Value inclusive of GST(Rs)
2	TOP ROLLER FOR 1200 MM CONVEYOR Make: NI / NEWALL Detailed technical specification as per Annexure-A&B. Material code: 2285199249	450	8431	698.00	125.64	370638.00
3	IMPACT ROLLER FOR 1200 MM CONVEYOR Make: NI / NEWALL Detailed technical specification as per Annexure-A&B Material code: 22831990582	190	8431	1298.00	233.64	291011.60

Total Contractual value will be Rs 6,61,649.60 rounded off to Rs 6,61,650 (Rupees Six Lakh Sixty one thousand Six Hundred and Fiftyonly)

2. PRICES:The above prices are FIRM & FOR destination basis

3. **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: NIL

5. FREIGHT: NIL, to be covered by the supplier

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).
Note: Payment shall be released after submission of PBG as per order terms

8. **DELIVERY PERIOD:** 50% of each type within 45 days of receipt of Purchase Order & Next 50 % within 90 days of receipt of Purchase Order. The delivery schedule will be counted 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. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, you will send your 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, you 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: the delivery qty is mentioned as under for different areas

NIT SI no	item description	Qty for Block II in Nos	Qty for Sijua in Nos
2	TOP ROLLER FOR 1200 MM CONVEYOR Make: NI / NEWALL Detailed technical specification as per Annexure-A Material code: 2285199249	300	150
3	IMPACT ROLLER FOR 1200 MM CONVEYOR Make: NI / NEWALL Detailed technical specification as per Annexure-A Material code: 22831990582	100	90

9. **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows:
You shall warrant that the equipment 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 equipment.
(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 supplied item 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. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts shall be attended immediately and same will be replaced by you at site free of cost within 30 days of settlement of warranty claims. 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 you and the cost for such collection will have to be borne by you.

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 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 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. **PERFORMANCE BANK GUARANTEE(PBG):** PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period i.e. for 21 months from date of supply for 10% value of the supply order (by adding GST etc. to the FOR destination price of the items ordered) i.e. for Rs.66,165/- shall have to be submitted to MM Division, BCCL, KoylaBhawan on or before commencement of supply. The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D. However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

The Performance Bank Guarantee shall be released after fulfilment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the 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, Branch & Address	State Bank of India	
	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, Branch & Address	ICICI Bank	
	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 Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G

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. **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 Rs.66,165/- 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, Branch & Address	State Bank of India	
	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, Branch & Address	ICICI Bank	
	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.).

13. **PRICE FALL CLAUSE:** The supplier has undertaken in their offer that they have 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 the cost would be refunded by the supplier to BCCL, if the contract has already been concluded.
14. **CONSIGNEE:** 1. DEPOT OFFICER, BLOCK II REGIONAL STORE, DHANBAD, JHARKHAND
2. DEPOT OFFICER, SIJUA REGIONAL STORE, DHANBAD, JHARKHAND
15. **PAYING AUTHORITY:** HOD(F) MM, KoylaBhawan, Dhanbad.
16. **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 any 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 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 or make all alternatives necessary to meet specification 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 the 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) Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall be carried out at the 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 tests as well as of the material shall have to be borne by the supplier.

17. **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/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"

18. **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 e-payment.

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

- Consignment note
- Delivery Challan in original
- GST paying documentary evidence
- Warranty/Guaranty certificate/ Inspection note wherever required.
- Price certificate(as mentioned above in clause 16)
- Any other document specified in the Supply Order

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

19. **PACKING:** The Supplier should confirm provision of proper packing of the goods to be transported by them 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 take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy 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.

20. **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 Kumar Singh)
CM (MM)



INDENT REFERENCE:

Sr.No	Indent no. and Date	BC & FC no. &dt.	Indenting Authority
1	BL2/IND/0001631 dated 13/4/18 BL2/IND/0001633 dated 13/4/18 SBC/2018-19/22 Dated 14/5/18 IR No: 718074 dtd. 26.07.2018	.BC.No : BCCL/HQ/Pur-fin/store budget/other stores OCP/No 22 dated 23/9/19 for Rs 11,17,425, ebc no 283 dated 23/09/19 eFC no BCCL/PURFIN/FC/18 dated 15/10/19, efc no-249 dated 15/10/19 for ₹ 11,17,425/-	Indent No: 1. BL2/IND/0001631 dated 13/4/18 2. BL2/IND/0001633 dated 13/4/18 3. SBC/2018-19/22 Dated 14/5/18 Of Block II and Sijua

ENCI:

1. Annexure 'A' for Technical Specifications, Annexure 'B'-Drawing for Top roller & Impact Roller
2. Format for Bank guarantee for Security Deposit and Performance Bank Guarrantee(Annexure F & G)

Copy to:

1. GM(E&M)/C BCCL.
2. HOD(F)MM, BCCL. KoylaBhavan, Dhanbad.
3. DEPOT OFFICER, BLOCK II REGIONAL STORE, DHANBAD, JHARKHAND
4. DEPOT OFFICER, SIJUA REGIONAL STORE, DHANBAD, JHARKHAND
5. MM(Tech Cell), MM Div,KoylaBhawan
6. GM(MM) CIL, CCL,ECL,WCL,NCL,SECL,NEC
7. 1. Prof (Dr) L.C. Singhi, IAS (Retd) L-31 Third Floor Kailash Colony, New Delhi-110048
8. 2. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301. E-mail-sudhakarpd2@gmail.com
9. Office Copy/Master Copy

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