

**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. No.: BCCL/PUR/620075 & 620080/Spares/Marion/20-21/99

Date: 09.02.2021

PURCHASE ORDER**REGD. POST/SPEED POST**

To

M/s THE INDUSTRIALS,
2B, GRANT LANE, 3RD FLOOR,
ROOM NO. 43B, KOLKATA - 700012,
Email: theindustrials@hotmail.com
Phone: 033-40053657, 91-9831255869

PAN – ABQPN1654A

Type of Vendor: Manufacturer (MSME)

GSTIN: 19ABQPN1654A1ZN

Sub: SUPPLY OF SPARES OF MARION 182M 10 CuM SHOVEL

Ref: (i) Our tender no.: BCCL/PUR/620075/620080/Spare /Marion/ 20-21/ATE/48 Date: 18.09.2020

(ii) Tender Id no.: 2020_BCCL_183023_1

(iii) Your Bid Id no.: 566101

Dear Sirs,

With reference to the above We, for and on behalf of BCCL, hereby place order for SUPPLY OF SPARES OF MARION 182M 10 CuM SHOVEL at the following items description, part no, rate, value and terms & conditions: -

NIT Item Sl. No.	Item Description / Part No.	MATERIAL CODE	HSN CODE	Quantity (In NO.)	Price Element	Unit Price (In Rs./No.)	Extended Value (In Rs.)
4	PINION (PART NO – 1248235 / CAT-5295107)	15557992141	8431	1	Basic Price	41,062.00	41,062.00
					Packing & Forwarding Charges	0.00	
					Transit Insurance	0.00	
					Freight Charges	0.00	
					Total Price	41,062.00	
5	PINION CROWD MOTOR (PART NO – 1250167 / CAT-5413820)	15557040489	8431	1	Basic Price	46,648.00	46,648.00
					Packing & Forwarding Charges	0.00	
					Transit Insurance	0.00	
					Freight Charges	0.00	
					Total Price	46,648.00	
Sub Total (In Rs.)						87,710.00	
IGST @ 18% (In Rs.)						15,787.80	
Total (In Rs.)						1,03,497.80	

Rounded off to Rs 1, 03,498.00 (Rupees One Lakh Three Thousand Four Hundred and Ninety-Eight Only).

PK
9/2/2021

MS
09/02/2021



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 IGST 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 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	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 180 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 have their manufacturer's identification mark / logo, preferably at a non-wearing surface. In case if embossing / engraving / punching is not possible, the supplied item should be properly tagged for proper identification.
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. 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 BCCL.
09	Price Fall & L.D. Clause	Applicable as per Annexure-1 (enclosed).
10	Security Deposit	NIL. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.
11	After Sales Service	The Firm should confirm that they are able to provide after sales service to end user.

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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, fitment guarantee certificate, and other relevant document as specified in the order.
13	Consignee	Depot officer, Regional Store, Barora Area, BCCL, Dhanbad, Jharkhand
14	Paying Authority	HOD (F) MM, PUR- FIN., BCCL, 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	<p>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.</p> <p>ii) If the inspections and tests is 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.</p> <p>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.</p> <p>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.</p> <p>v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
18	Force majeure Clause	<p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p>
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. Under Taking/ Deptt and others.
20	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.



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Date: 09.02.2021

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.

Indent Nos. & date: BAR/IND/0001682 dated 20.01.2019 & BCCL, IR no. 620075 Dtd. 09.09.2020


Budget certification No.: BCCL/HQ/Pur-fin/Store budget/HEMM Spares/Rev Budget 20-21/111 Dtd. 21.08.2020
eBC- 166 dated 21.08.2020 of Rs. 27,83,877.00 & eFC no. 292 Dtd 08.02.2021 for Rs 23,94,869.00

Encl: ANNEXURE-I & Appendix-I

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.


09/02/2021

(Mayank Shekhar)
Asst. Manager (MM)


9/2/2021
(Parthaasis Ram)
General Manager (MM) / Purchase

Copy to:

1. GM (Excv.) HOD, BCCL, Koyla Bhawan, Dhanbad.
2. Depot Officer, Regional Stores, Barora Area, BCCL, Dhanbad.
3. HOD (F) MM, Pur- Fin, BCCL, Dhanbad.
4. Tech. Cell. MM Divn. Koyla Bhawan.
5. Office Copy/Master Copy.

