

**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/20-21/100

Date: 09.02.2021

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

To

M/s MARS ENGINEERING INDUSTRIES,
42, WESTON STREET,
KOLKATA - 700013,
Email: marsengind@gmail.com
Phone: 033-22360989, 91-9433023454

PAN – AFDPM2336P

Type of Vendor: Manufacturer (MSME)

GSTIN: 19AFDPM2336P1Z1

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

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

(ii) Tender Id no.: 2020_BCCL_183023_1

(iii) Your Bid Id no.: 565366

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.)
6	CLUTCH ASSEMBLY (PART NO – 400203)	15557994686	8431	1	Basic Price	9,00,000.00	9,00,000.00
					Packing & Forwarding Charges	0.00	
					Transit Insurance	0.00	
					Freight Charges	0.00	
					Total Price	9,00,000.00	
Sub Total (In Rs.)						9,00,000.00	
IGST @ 18% (In Rs.)						1,62,000.00	
Total (In Rs.)						10,62,000.00	

Rounded off to Rs 10, 62,000.00 (Rupees Ten Lakh Sixty-Two Thousand Only).

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TERMS & CONDITIONS


01	Price	Firm and FOR destination basis.
02	Packing & Forwarding, Frt. & lrs	NIL
03	GST	<p>(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.</p> <p>(b) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.</p> <p>(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.</p> <p>(d) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.</p> <p>(e) E-Way bill, if required, shall be arranged by you.</p> <p>(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).</p>
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 90 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 firm shall furnish the manufacturer's composite guarantee of satisfactory performance of the same in all respect for 12 months from the dated of receipt & 18 months from the date of acceptance of material with the consignee 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.
09	Price Fall & L.D. Clause	Applicable as per Annexure-1 (enclosed).
10	Security Deposit	<p>i) You have to submit Security Deposit for the 3% value, (i.e. Rs, 31,860.00) of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.</p> <p>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.</p> <p>iii) The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued.</p> <p>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.</p> <p>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.</p>

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		<p>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.</p> <p>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.</p> <p>viii) The SDBG will be submitted Through Structured Financial Management System (SFMS).</p>
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, 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	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:

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