



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/618060/Carbon Brush /Drag-Line/NCLRC/18-19/68

Dtd 22.08.2018

PURCHASE ORDER

BY REGD.POST/SPEED POST

To
M/s Mersen India Private Limited,
Plot No: 05, Bommasandra Industrial Area
Bangalore - 560099

PAN - AAACE3191K
Type of Vendor: Manufacturer
GSTIN: 29AAACE3191K1ZF

SUB: Supply of Carbon Brushes for 24/96 Dragline against Rate Contract no. 63617980 / 116A1018 Dtd 29.03.2017 of NCL in favour of M/s Mersen India Private Limited, Bangalore-560099.

Ref.no.: Your acceptance vide mail on dated 13.02.2018

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Carbon Brushes for 24/96 Dragline as detailed hereunder:

Scope of Supply:

Sl No.	Material Code	Item Description	PART NO.	HSN Code	Unit Basic Rate (In Rs)	Quantity(In Nos)	Total Value (In Rs)
1	11310100124	CARBON BRUSH	894A505001	85452000	125.00	32	4000.00
2	11310020131	CARBON BRUSH	36A164452AA020 / 361164452AAP20	85452000	405.00	288	116640.00
3	11310060466	CARBON BRUSH	36A164452BAP22 / 36A164452BA022	85452000	405.00	96	38880.00
4	11310990892	CARBON BRUSH	36A173550BA001 / 36A173550BAP01	85452000	570.00	144	82080.00
Sub Total							2,41,600.00
GST @ 18 % (IGST)							43,488.00
Grand Total							2,85,088.00

(Rupees Two Lakh Eighty- Five Thousand and Eighty-Eight only.)

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Terms & Conditions: -

1.)Basis of Price: Prices are FIRM and on FOR Destination basis inclusive of Packing & forwarding, Freight & insurance charges up to destination stores.

2.) GST: (a) GST shall be paid extra as legally applicable during the scheduled delivery period.

Present rate of GST 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.

(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).

3.) Warranty/Guarantee: You shall certify that the performance of Carbon Brushes supplied conforms to IS: 13466:92, 13586:93 and other relevant IS. You will also give Warranty/Guarantee for satisfactory performance of the supplied materials for a period of 04 months from the date of fitment (excluding normal wear & tear) or 18 months from the date of receipt and acceptance of Carbon Brushes at consignee's end whichever is earlier. You shall be responsible for any defect that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at your own cost when called upon to do so.

If it becomes necessary for you to replace or renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to BCCL. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim, free of cost up to ultimate consignee's end. All cases of Warranty replacement will be decided on the basis of joint inspection of the failed goods held between the user's representative and supplier's representative. However, in case of any dispute, the decision of BCCL management shall be final.

4.) Fitment Guarantee: You will furnish a fitment guarantee certificate along with the supply that the items supplied by you against supply order are exact replacement of / fully interchangeable to original parts on one to one basis and will fit & function properly in the equipment for which these are intended for without any modification / alteration to the existing system of the equipment running in BCCL and conforms to performance guarantee as per OEM standards. You will replace free of cost the materials, in case the supplied items do not fit & function properly and warranty period will be counted from this date of warranty replacement.

5.) Identification Marks: Supplied Carbon Brushes should either have embossing or print, indicating manufacturer's name / logo, grade of brush as per IS 13466:1992 at visible place which is not subject to normal wear and tear for convenience of identification at any point of time.

6.) Delivery: Supply to be completed within **90 days** from the date of issue of supply order. The delivery period shall be reckoned from the 10th day of the order date. However early delivery will be preferred.

7.) Payment Terms: 100% payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later. BCCL shall be making payment through electronic fund transfer/RTGS system.

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8.) Submission of bill(s) & Documents: -Bill against the supplies made shall be submitted by you as under:

- (A) Paying Authority: Pre-receipted bill in quadruplicate along with receipted Challan, certificates specified in the order.
- (B) Consignee: (i) Copy of bill, (ii) Inspection note (original) if applicable, (iii) Originals of all Test Certificates specified in the order, (iv) Copy of consignment note along with invoice, (v) Authenticated copies of all other documents specified in the order.
- (C) GM (MM) & GM (Excv): (i) Copy of bill, (ii) Copy of consignment note if applicable, (iii) Copy of inspection note if applicable, (iv) Copy of authenticated copies of all other documents specified in the order.

9.) Consignee: Depot officer, Regional Stores, Block-II Area, BCCL, Dhanbad.

10.) Paying Authority: HOD (F) MM, Pur.- Fin., BCCL, Dhanbad.

11.) Lowest Price Certificate: You shall submit a certificate certifying that the prices charged by you against this supply order are the lowest and are same as applicable to other Government Departments / Undertakings / Other Organisations.

You shall also certify that the prices charged are not higher than the rates quoted / prices charged by you for same / similar items to other customers.

12.) Mode of Despatch: The materials should be despatched to the consignee by Road on Fright paid basis through registered common carriers only as per the provisions of carriage by Road Act-2007.

13.) Security Deposit: The firm is required to deposit security money in the form of Bank Draft drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. **Rs 28,509.00** within 15 days from the date of receipt of order as per SECL RC. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited.

14.) Liquidated Damage clause cum Risk Purchase clause: In the event of failure to delivery or dispatch 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 from 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 cancelling 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 except in case of force majeure condition.
- e) To forfeit the security deposit full or in part.
- f) 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.

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15.) **PRICE FALL CLAUSE:** You undertake that you have not supplied/ is not supplying similar products/ systems or sub-systems at price lower than that offered in the present bid in respect of any other ministry/ department of Gov. of India or PSU and if it is found that at any stage that similar product/ systems or sub-systems was supplied by you to any other Ministry/ Department of the Government of India or PSU at a lower price, then at that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in cost would be refunded by you to BCCL, if the contract has already been concluded.

16.) **Jurisdiction:** The Court at Dhanbad in Jharkhand State only will have the jurisdiction to deal with & decide any legal matter or dispute whatsoever arising out of our contract.

17.) **Inspection:** Final Inspection shall be carried out at consignee end by rep of user dept. Notice for inspection shall be given by the Consignee immediately on receipt of the material.

All other terms and conditions are as per Rate Contract no. 63617980 / 116A1018 Dtd 29.03.2017 of NCL in favour of M/s Mersen India Private Limited, Bangalore-560099.

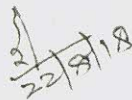
This purchase order/ contract is issued with the concurrence & approval of the Competent Authority.

Indent Nos.:BL2/IND/0000750 dtd03.12.2015 of Block-II Area, (IR no. 618060 dtd18.07.2018)

Budget certification no. & date:BCCL/HQ/Pur. Fin./ store Budget/Advance Action/Rev. Bud. /2018-19/HEMM spares/WS/Type/128dtd04.05.2018 for Rs. 2,85,088.00 & e-BC-60 and FC no.: BCCL/Pur-Fin/FC/114dtd14.08.2018 for Rs74028.00 & e-FC no.: 139dtd: 14.08.2018

Encl: Appendix-I

Yours faithfully


(B. B. Roy)
Sr. Manager. (Excv)MM


(N.S. Saini)
General Manager (MM)

Copy to: -

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

Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum ofor such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.

Name of the Bank:

Name of the Branch:

Location & Address:

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

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 mode is furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

Datedday of

For Bank Limited. For and on behalf of the Bank

Signature of the authorized person

Emp. Code.

21/8/18

