

भारतकोकिंगकोललिमिटेड एकमिनीरत्नकंपनी (कोलइंडियालिमिटेडकीएकअनुषंगीइकाई) सामग्री प्रबंधन विभाग कोयलाभवन, कोयलानगर धनबाद-826005, CIN :U10101JH1972GOI000918 कमर्शियलब्लॉक L-III , फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181		<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 Website :www.bcclweb.in Email. Id : <a href="mailto:gramm.bccl@coalindia.in">gramm.bccl@coalindia.in</a>
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P.O No- BCCL/Pur/117143/FB Spares/19-20/RE/OLTE/13/137

DATED 01.02.2020

BY REGD.POST / SPEED POST

To

<b>M/S Elecon Engineering Company Limited,</b> Anand - Scjitr Road, Vallabh Vighyanagar - 388120 dist. Anand state Gujarat Phone: 9431121941	Vendor Code- 1/24/M/T/015
	GSTIN No- 24AAACE4644D174
	PAN no- AAACE4644D
	email- <a href="mailto:mhkinkhabwala@elecon.com">mhkinkhabwala@elecon.com</a> , <a href="mailto:mypatel@elecon.com">mypatel@elecon.com</a>

Sub: **PURCHASE ORDER FOR Supply of Spares for Elecon make Spiral bevel cum hollow shaft helical gearbox of Mobile Crusher of L&T make**

Ref. i) your offer against Our Tender No: BCCL/Pur/117143/FB Spares/19-20/RE/OLTE/13 dated 01.10.2019, opened on 07.11.19 online.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for Supply Of Spares for Elecon make Spiral bevel cum hollow shaft helical gearbox of Mobile Crusher of L&T make to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. **Scope of Supply:**

SL No.	Description of Work / Item(s)	Qty	HSN Code	Unit Rate	Basic	Packing & Forwarding Charges( in Rs. ) per unit	Rate per unit exclusive of Taxes	IGST @ 18% in Rs per unit	Total Landed Value inclusive of GST in Rs
1	Supply of Spares for Elecon make Spiral bevel cum hollow shaft helical gearbox of Mobile Crusher of L&T make Make:Elecon (detailed technical specifications as per Annexure A)	1 Set	84839000	₹ 9,85,000.00	₹ 19,700.00		₹ 10,04,700.00	₹ 1,80,846.00	₹ 11,85,546.00

The Total Contractual value will be ₹ 11,85,546/- (Rupees Eleven Lakh Eighty Five thousand Five Hundred and Forty Six only) inclusive of all taxes

- PRICES:** The above prices are FIRM & FOR destination basis
- 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:** To be paid @ ₹ 19,700.00 as per scope of supply above. Consignment shall be supplied in suitable standard proper packing
5. **FREIGHT:** NIL
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).
8. **DELIVERY PERIOD:** Delivery shall be completed within 4 months. The period shall be reckoned from the 10th day of issue 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, the supplier will send their 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, the successful tenderers 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:** for the above one month shall be considered 30 days)
9. **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows  
The supplier shall warrant that the spares 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 spare.  
(b) is in accordance with the contract specifications.  
(c) shall have no defects arising out of design, materials or workmanship.  
You shall shall guarantee for the satisfactory performance of the spares 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.  
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 the supplier and the cost for such collection will have to be borne by the supplier.  
Fitment Guarantee - The supplier should give a guarantee for fitment of supplied part in the above model without any alteration i.e addition or deletion. In case of problem in fitment you will replace the material at your cost.
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 sample and/or specification mentioned in the supply order, and in the event of breach of any terms and condition 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. **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 ₹ 1,18,554/- 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.).

12. **PRICE FALL CLAUSE:** The supplier has undertaken that it has 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

