



Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post: BCCL Township,

DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN no. U10101JH1972GOI000918

(UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY)

PURCHASE ORDER

Purchase Order no.: BCCL/PUR/570000/RC/SDL SPARES/18-19/06/113

DT.23.11.2018

BY REGD.POST / SPEED POST

To

M/s. EIMCO ELECON (INDIA) LTD

Hirak Ring Road, Kusum Vihar,

Dhanbad - 826005

Vendor Code: 1/20/M/T/028

Fax No: (02692) 236506

Sub: Supply of SDL Spares

Ref:

- Our Rate contract BCCL/PUR/570000/RC/SDL SPARES/17-18/06 for supply of SDL spares dated 27.11.2017
- Our Rate contract Amendment Order no BCCL/PUR/570000/RC/SDL SPARES/17-18/06A for supply of SDL spares dated 28.02.2018

Dear Sirs,

With reference to the above RC, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of spare parts of SDL Machine Model 625 at the following price, terms and conditions.

Scope of Supply:

Sl No	Sl No In BCCL RC	Material Code	Part No.	Description	Quantity	Unit Price (Rs)	HSN	Landed Value (Rs)
1	88	25909979928	611B050000301 / 611B050000067	Track Motor LH/HYD Motor	1	Rs. 4,07,650.00	8501	Rs. 4,07,650.00
2	89	25909960914	611B050000301 / 611B050000068	Track Motor RH/HYD Motor	1	Rs. 4,07,650.00	8501	Rs. 4,07,650.00
3	15	25909989225	1027C050000005	TRACK ROLLER ASSEMBLY	20	Rs. 18,937.00	8431	Rs. 3,78,740.00
4	65	25909960961	615M000000024	FLIGHT BAR AND LINK ASSEM	2	Rs. 41,900.00	8431	Rs. 83,800.00
5	144	25909977956	625B050000146	HYD. PUMP	1	Rs. 1,54,917.00	8413	Rs. 1,54,917.00
6	95	25909977225	EEA0003479	FILTER ELEMENT	2	Rs. 19,950.00	8421	Rs. 39,900.00
7	78	25909986807	627M000000136	FRONT IDLER ASSEMBLY, H.D.	2	Rs. 72,840.00	8431	Rs. 1,45,680.00
8	157	25909040962	625M100000431	TRACK LINK ASSY.	2	Rs. 1,18,530.00	8431	Rs. 2,37,060.00
9	180	25909977703	625M100000430	TRACK LINK AND T.G.SHOE ASSY.	2	Rs. 2,21,865.00	8431	Rs. 4,43,730.00
Total value of GST @18%								Rs. 4,13,842.86
Total Landed Value								Rs. 27,12,969.86

Rounded to Rs 27,12,970.00

(Total landed value: (Rupees Twenty Seven Lakhs Twelve Thousand Nine Hundred and Seventy only)

BCCL/PUR/570000/RC/SDL SPARES/18-19/06/113

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Terms & Conditions:

- 1) **PRICE:** Firm & F O R Destination basis
- 2) **GST:**
 - a) GST shall be paid extra as legally applicable at the time of supply. Present rate is 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. Your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.
- 3) **SUBMISSION OF BILL:** Bill as per GST Act/rules 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.
- 4) **PACKAGING & FORWARDING:** NIL
- 5) **FREIGHT. & INSURANCE.:** NIL
- 6) **PAYMENT TERM:** 100 % payment within 21days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end. Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS).
- 7) **DELIVERY:** Delivery will be within 4 months. 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. However, earlier delivery will be appreciated.

Note: Safe arrival of materials shall be your responsibility.
- 8) **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows: The supplier shall warrant that the parts supplied under the contract/ supply order is new and unused and is in accordance with the contract specifications. It shall have no defects arising out of design, materials or workmanship. You will stand guarantee for the parts supplied by you to free from manufacturing/material/design defects and certify that parts are suitable for fitment on SDL supplied by you. You will further guarantee satisfactory performance of the components for a period of 9 (Nine) months from the date of supply under normal condition of operation. However, rubber items like hoses, seal kits, "O" Rings and electrical items and filter elements shall not be covered in the scope of warranty.
- 9) **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 the purchaser. 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 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. 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 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. The supplier shall not be entitled to any gain under this clause.

10) **CONSIGNEE:-**

a) DEPOT OFFICER, CENTRAL STORES, EKRA, DIST.DHANBAD, JHARKHAND

11) **PAYING AUTHORITY:** HOD(F) MM, Koyla Bhawan

12) **INSPECTION:** Final inspection at consignee end after receipt of materials

13) **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: 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. 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. 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.

14) **PRICE CERTIFICATES:** Price certificate shall be provided on the body of the bill /invoice as "Prices charged are lowest and same as charged/chargeable to all other Govt. Deptt. /PSUs including CIL and its subsidiaries."

15) **TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk

16) **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.

17) **JURISDICTION:** All disputes are subject to Dhanbad Court and Jharkhand High Court only.

The GST details of your firm is

SN	Particulars	State-2 with address
1	Name	10. M/S Eimco Elecon (India) Ltd., Hirak Ring Road, Kusum Vihar, Dhanbad - 826005
2	City	Dhanbad
3	State	Jharkhand
4	GSTIN no	20AAACE4645C1ZD

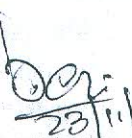
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ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER ABOVE REFERRED RC

This supply order is issued with the concurrence and approval of competent Authority against the above RC.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited


(Sonu Gupta)
Dy.Mgr. (MM)


(N.S. Saini)
GM (MM)

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INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
BCCL/E&M/HQ /18-19/14 dtd 12.10.2018 (IR no. 718144 dtd 23.11.2018)	BC No:- [e-BC no368 dtd 15.11.18] Rs Twenty Seven Lakhs Twelve Thousand Nine Hundred and Seventy only and FC no. [e-FC-288] dtd 21.11.18 for Rs Twenty Seven Lakhs Twelve Thousand Nine Hundred and Seventy only

Copy to:

1. Depot Officer, Ekra Central Store.
2. HOD(F)MM, MM DIV, Koyla Bhawan.
3. GM (E&M)I/C, Koyla Bhawan .
- ✓ 4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.