



Bharat Coking Coal Limited
(A Miniratna company)
(A Subsidiary of CIL)
(A Maharatna Company)
Office of the General Manager (MM)
Koyla Bhawan: Koyla Nagar
Dhanbad 826005 FAX NO 0326-2230183.

Ref no: BCCL/ PUR/714258/SDL Spares/14-15/ 2, 30

BY REGD. POST /SPEED POST
Dt 10.02.2015

To
M/s. EIMCO ELECON(INDIA) LTD
Kusum Vihar, Ring Road
Dhanbad826005
Fax No: (0326) 2230490

Sub- Supply of SDL spares
Ref :i) Rate contract amendment no SECL/ ESP/ MMVV/ SEC-III/EXT-SDL 611 spares/2319 dtd
29.12.2014 in favour of M/s Eimco Elecon (India) Ltd.
ii) your letter no. DHN/1100/ECC/LRC/3438 dtd 29.01.2015

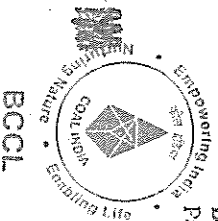
Dear Sirs,

With reference to the above RC , we for and on behalf of BCCL hereby place PURCHASE
ORDER on you for supply of SDL spares (6 items) at the following price, terms and conditions:

Scope of Supply:

Sl no.	SECL no.	item description	Part no.	Qty in nos.	unit price in Rs.	extended value in Rs.
1	17	Track roller Assly	1027C050000005	15	20291.00	304365.00
2	92	Shaft(lension end)	625C000003248	2	2643.90	5287.80
3	98	Front Idler Assly	627M000000136	8	74338.95	594711.60
4	84	Flight bar& link Assly	615M000000024	1	44906.00	44906.00
5	90	Bush .	625A000003260	4	1436.00	5744.00
6	104	Sprocket	625C000003249	2	1732.00	3464.00
					Sub total	958478.10
					Excise duty and cess is included in unit price @10.30%	
					Make-Eimco Elecon	
					Item excisable- sl no. 3&6	
					Total landed value in Rs.	1092665.38
					JVAT @ 14%	134186.98

Basis of Price : Prices mentioned are on FOB Destination basis.
Packing& forwarding, Freight & insurance charges -NIL.



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Excise duty: Applicable as per SECL, RC, however present rate of Excise duty with cess is @12.36%. You shall furnish Pre-receipted & stamped Excise cum Tax Invoice showing the amount of excise duty at applicable rate with cess for availing CENVAT credit by BCCCL along with original bills. The Excise cum Tax Invoice must contain all the information as required under rule 11 of Central Excise Rule 2002.

TAX: VAT Payable extra @ 14 % (Input Tax credit as admissible shall be availed by BCCCL).

Warranty/Guarantee:

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

- (a) Is new and unused.
- (b) Is in accordance with the contract specifications.
- (c) 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.

Delivery: Supply to be completed within 18 weeks from the date of issue of supply order.

Payment Terms: 100% within 21 days of receipt and acceptance of materials by the consignee or from the date of receipt of bill whichever is later by the consignee. Payment shall be made through Electronic Fund Transfer. You are requested to confirm your Bank Account details for EFT payment to the paying authority/on the body of each bill. BCCCL shall be making payment through electronic fund transfer/RTGS system.

Consignee: Depot officer, Regional Stores, Area III, Govind pur Area, BCCCL, Dhanbad

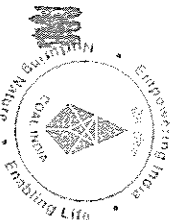
Paying Authority: AFM (Area-III) Govindpur Area BCCCL, Dhanbad

Mode of Despatch: By Road transport only on door delivery basis at your risk.

Price Certificate: Please certify on the body of each & every bill that the prices charged are same as applicable to all other Govt. Dept./Undertakings including DGSED.

Liquidated Damage 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 is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order, Biharat 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.



BCCCL

- 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, ECCL 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 ECCL, on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

Price fall clause

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGMA(Alm), Bharat Coking Coal Limited, Commercial Block, Level-II, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale, shall stand correspondingly reduced.

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

Inspection :

Final inspection shall be carried by GM (E&M) or GM (Area -III) ECCL, Dhanbad or his authorized representative on receipt of the materials at consignee end.

Security deposit: You have to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee 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 ECCL. 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. (format enclosed)

Submission of Bill:

Pre-receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents etc should be submitted to the Paying Authority through Consignee only.

All other terms and conditions are as per SECL Rate Contract amendment no SECL/BSP/NMW/SEC-III/Ext-SDL 611 spares/2319 dtd 29.12.2014.

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



INDENT REFERENCE

Indent no. and Date	Budget Certification Details
a) Area-III indent no. 33(0) dtd 12.11.2014 /15.12.2014 (b) 31(0) dtd 12.11.2014/ 15.11.2014 (IR no. 714258 dtd 29.01.2015)	e/cr 32/2310 and ofc ref no. BCCL/Area- III/Fun/Mo. 32/2054 dtd 10.02.2015 A/c heads other stores for Rs. 10,92,665.00

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


(A.K. Sarkar)
SNI (MM)

- Copy to:
1. Deput Officer, Area -III, Govindpur Area, BCCL, Dhanbad.
 2. GM (Govindpur Area), BCCL.
 3. GM (E&M) I/C, Koyla Bhawan.
 4. AFM (Area-III) Govindpur Area, BCCL
 5. MM (Tech Cell), NIM Div, Koyla Bhawan.
 6. Master File/Office Copy.

