



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.

Purchase order

Ref no: BCCL/ PUR/716018/SDL Spares/PB/16-17/ 30

BY REGD.POST / SPEED POST

Dt: 04.06.2016

To
M/s. EIMCO ELECON (INDIA) LTD
Kusum Vihar, Ring Road
Dhanbad 826005
Fax No: (0326) 2230490

Sub:- Supply of SDL spare.

Ref :i) ECL Rate contract no. ECL/Pur/05/SDL Spares (Eimco)/15-17/648 dtd 12.08.2015 in favour of M/s Eimco Elecon (India) Ltd

ii) Your letter no. DHN/1201/RC/4073 dtd 17.05.2016

Dear Sir,

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

Scope of Supply:

Item, Description and price:-

Sl no.	ECL Rc sl no.	item description	Part no.	Qty in nos.	Unit price in Rs.	Extended value in Rs.
1	10	Hyd Pump	625B050000146	05	150491.00	752455.00
2	11	Traction Motor (LH)	611B050000067	01	420075.00	420075.00
3	12	Traction Motor (RH)	611B050000068	01	420075.00	420075.00
					Sub total	1592605.00
					JVAT @ 14%	222964.70
					Total landed value in Rs.	18,15,569.70

ie Landed value Rs. 1815569.70

Basis of Price : Prices mentioned are on FOR Destination basis . However this price is provisional and effective up to 31.03.2016 but the same will be modified after finalization of new rate by ECL effective from 01.04.2016 for this RC accordingly, for which necessary BC and FC will be obtained if required before issue of such amendment.

Packing& forwarding, Freight & insurance charges -NIL.

Excise Duty – These items do not attract excise duty as per ECL RC.

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

Guarantee/Warranty:- As per ECLRC

Delivery: Supply to be completed within 18 to 24 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. BCCL shall be making payment through electronic fund transfer/RTGS system.

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Consignee: Depot officer ,Regional Stores, PB Area, BCCL, Dhanbad.

Paying Authority : A F M .PB Area , BCCL, Dhanbad.

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

Inspection :

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

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 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 BCCL . 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.

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

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 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.

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.

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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 CGM(MM), 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.

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 ECL RC vide no. ECL/Pur/05/SDL Spares (Eimco)/15-17/648 dtd 12.08.2015 in favour of M/s Eimco Elecon (India) Ltd. valid for two years from date of issue of RC. This purchase order/ contract is issued with the approval of the Competent Authority.

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
Indent no. PB/RS/IND/15-16/580 dtd 19.02.2016 and PB/RS/IND/15-16/605 dtd 01.03.2016 IR no. 716018 dtd 20.05.2016	eBC-57 dtd 16.04.2016 and ref.no. BC no. 11 dtd 16.04.2016 E&M/2016-2017 for Rs. 18,93,084.00 and e FC- 211 dtd 03.06.2016 ref no. PB Area/AFM/FC ../14/E&M/2016-2017 dtd 3.06.2016 for Rs. 18,15,569.00

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


(A K Sinha)
SM (MM)

Copy to:

1. Depot Officer, PB Area, BCCL, Dhanbad.
2. GM (PB Area), BCCL.
3. GM (E&M) I/C, Koyla Bhawan.
4. AFM (PB Area), BCCL, HQ, Koyla Bhawan
- ✓ 5. MM (Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.

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 of or 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.]

Datedday of

For Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.