



BHARAT COKING COAL LIMITED
 (A Miniratna company)(A Subsidiary of Coal India Limited)
 Office of the General Manager(MM)
 Materials Management Department
 Commercial Block L-III , Koyla Bhawan,
 Dhanbad : 826005(Fax No- 0326-2230183)

Ref no: BCCL/PUR/ 714120/Anemometer/15-16/ 175

Dt.25.11.2015

To,

M/s Advance Welding Corporation
 Shakti Path, Jora Phatak Road
 Dhanbad-826001

Purchase order by speed post/Regd post
 V.code -1/22/M/C/33

Phone no. 03266452269, Fax-0326 2302395

e-mail: arun.gujral@yahoo.co.in, PAN- AAEFA9907E

Sub. : Supply of Mechanical Type Anemometer .

Ref. :- This office open e-tender enquiry no.: BCCL//PUR/ 714120/anemometer/14-15/64 opened on 16.10.2014 (on line) under e-procurement. Tender id no. 2014_BCCL_4356_1 . Your on line offer bid no.11405 dtd 14.10.2014 with a copy of authorization by M/s Anadigi Sales Pvt Ltd /Principal M/s Chongqing Yecheng Mine Facility Co. Ltd, China with subsequent correspondences on the above subject being last letter dated 03.11.2015

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Mechanical Type Anemometer at the following specification price, terms and conditions:-

Scope of supply

Item description	Qty (in nos.)	Basic unit rate in Rs.	Extended value in Rs.
Mechanical Type Anemometer (detail technical specification enclosed as Annexure-A)	29	42500.00	1232500.00
		VAT @5%	61625.00
Total landed value in Rs.			12,94,125.00

Total landed value : (Rs Twelve lakh ninety four thousand one hundred twenty five only)

Terms and Conditions :

1	Price	Firm till execution of the contract & F O R Destination basis.
2	ED/CVD-SAD	ED –not applicable as item is of import base .however CENVAT credit towards CVD & SAD (Countervailing duty and Special additional duty) shall be availed by BCCL(if applicable as per excise rule) for which required documents shall be provided by the firm.
3	JVAT	Extra as applicable within delivery schedule. Present rate of JVAT is @ 5 % .
4	Packaging & forwarding charges	Nil , Consignment shall be supplied in suitable standard proper packing.
5	Freight & insurance	Nil ,it would be borne by the firm
6	Payment Term	100 % payment within 21 days 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	Within 2 months from the date of receipt of supply order. Delivery schedule shall be reckoned from the 10 th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.
8	Guarantee/ Warranty	The equipment supplied shall be covered by a guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 month from date of receipt and acceptance whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.
9	L.D. Clause	<p>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:</p> <p>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</p>

	<p>the discretion of Head of the Materials Management Division .</p> <p>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</p> <p>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</p> <p>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.</p> <p>e)To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f)To forfeit the security deposit full or in part.</p> <p>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.</p>	
10	Model & make	CFJ 25,Chongqing,China
11	<p>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.</p> <p>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 GM(MM),Bharat Coking Coal Limited , Commercial Block , Level -III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.</p>	
12	After Sales Service	The firm will extend after sales service to the end user if required.
13	Integrity Pact	You have signed integrity pact issued with NIT ,IEM : Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091
14	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad. (A/c safety deptt , BCCL Hq)
15	Paying Authority	HOD (F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., KoylaBhawan, Koyla Nagar, Dhanbad.
16	Submission of bill	Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority.
17	Inspection	Final inspection by consignee end by GM (S&R)/I/c or his authorised representative.



18	Performance Bank guarantee	<p>You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any). The performance guarantee shall be submitted in the form of Bank Guarantee issued by a scheduled Bank / Nationalised Bank on non judicial Stamp paper valuing Rs. 250.00. The period of Performance Bank Guarantee will cover the guarantee/warranty period plus three months. The validity of PBG may be extended in case the ordered items do not work satisfactorily within the guarantee warranty period. It shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. No payment will be made without submission of required Performance Bank Guarantee.</p>
19	Force Majeure Clause <p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p>	
20	Security Deposit	<p>You have to deposit as Security money 10% of the order value (including Taxes, duties and other charges if any to the FOR destination basis) without having any ceiling limit in the form of cash/Bank Draft/Bank guarantee within 15 days from the date of order. The BG should be valid for a period of three months beyond the delivery schedule. If successful bidders fail to deposit the security deposit within 15 days from the date of order the same shall be recorded as unsatisfactory performance for future dealing apart from taking any other penal action as may be deemed fit by BCCL. SD shall be refunded within 30 days of satisfactory</p>



		execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the Security money shall be forfeited The bank guarantee should be submitted on Rs.250/ non judicial stamp paper .
21	Inspection & test clause	<p>i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>iii)If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.</p> <p>v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.</p> <p>vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
22	Price Certification	You will certify on their bills that the prices charged to BCCL is not higher than that applicable to all your customers including coal companies and other Govt. Under Taking /DGS&D/CIL and its subsidiaries.
23	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
24	Import documents	<p>You shall furnish the following import documents along with final bill for import items</p> <ul style="list-style-type: none"> a) Copy of original packing list/invoice b) Copy of bill of lading/Airwaybill c) Copy of bill of entry d) Certificate from the principal for genuine ness of the supplied items. <p>The original of above documents should be available for verification if demanded by the consignee.</p>
25	Auditor's certificate for imported items	A certificate from your auditor certifying that they have paid custom duty as per prevailing custom rate and refund if any shall be passed on to the buyer should be submitted along with supplies/bills.

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as per techno-commercially acceptable offer of firm .



N.B:- This issues with the concurrence and approval of competent authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

End : Annexure-A (Technical details with other parameters)&PBG and SD Format

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.
(A K Sinha)
Sr. Manager (MM)Pur

INDENT REFERENCE:- This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.
i) GM I/C(S&R)/13-14 dtd 11.01.2014 IR Ref No: 714120dtd 19.08.2014	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN-43/SN29/eBC no. 2350 (Cap 15-16) dated 12.11.2015 head P&M (Safety) new job, for Rs 12,94,125.00 (Rs Twelve lakh ninety four thousand one hundred twenty five only) corresponding e-FC No: 1260 dated 24.11.2015 (HQ) for Rs 12,94,125.00 .

Copy to:

1. Depot Officer, Ekra Central Store.
2. HOD (F)MM, Purchase Finance Department, Koyla Bhawan.
3. GM I/C (S&R), Koyla Bhawan.
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. IEM : Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091
6. Master File/Office Copy.
7. M/s Anadigi Sales Pvt Ltd ,34, Ranga Rao Road ,Shankarpuram, Bangalore -560004 ref to letter dt 1.08.2014 and principal M/s Changqing Yecheng Mine Facility Co. Ltd, China, ref letter dtd 13.10.2014
8. GM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL

BANK Detail

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Advance welding Corporation Shakti path,Dhanbad-826001 Phone no. 03266452269, Fax-03262302395
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Oriental Bank of Commerce
	B.BRANCH NAME:(Including RTGS Code)	Shastri Nagar , Dhanbad ,ORBC0100611
	ADDRESS:	Shastri Nagar , Dhanbad,ph-03262302004
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	826022002
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Account Type - Current
	E.LEDGER NO./LEDGER FOLIO NUMBER:	.
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	A/C No. 06111010001350
	PAN no.	AAEFA9907E



ANNEXURE-"A"**TECHNICAL SPECIFICATIONS FOR POWER OPERATED OXYGEN FILLING BOOSTER PUMP.****A) TECHNICAL SPECIFICATION OF Mechanical type Anemometer**

SL.NO.	ITEM DESCRIPTION	Quantity (nos)
1	Mechanical type Anemometer	29

B) i) Mechanical Type Anemometer should be of measuring range 0-15m/sec

ii) Starting air velocity should be less than 0.5 m/sec

iii) Fan blade should be of metal body

iv) Anemometer should be of small dimension , light in weight ,Easy to operate and convenient to use.

v) Accessories required with anemometer –Zero setting key, Carrying Case & Correction

Table & stop watch.

Warrantee/ Guarantee : The supplier shall guarantee for the satisfactory performance of the Anemometer for a period of 12 months from the date of use or 18 months from the date of receipt and acceptance, whichever is earlier


SM (MM)

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.]

Dated day of

For Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.

FORMAT OF PERFORMANCE BANK GUARANTEE

(RS.250 non-judicial stamp paper)

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a
Contract No. -----dt. -----(hereinafter called the said Contract) with
Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment/accessories on the terms and
conditions in the said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be
made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for
the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the
seller as security for the due and faithful performance of the terms of the said contract and against any loss or
damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions
contained in the said contract.

The ----- Bank having its office at ----- has at the request of seller agreed to
give the guarantee herein after contained.

2. We, ----- Bank Ltd. do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by
way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by
the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to
perform the said contract. Any such demand made 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 seller has
disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal
proceeding is pending between purchase and the seller regarding the claim. However , our liability under this
guarantee shall be restricted to an amount not exceeding -----.

3. We, ----- Bank Ltd., further agree that the guarantee herein contained shall come into
force from the date hereof and shall remain in full force and effect during the period that would be taken for the
performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase under
or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and
conditions of the said contract have been fully and properly carried out by the said seller and accordingly
discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing on or before
the ----- (date to be given ----- months from the date of Bank Guarantee) we shall be discharged
from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our
consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of
the said contract or to extend time of performance by the said seller(s) 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 seller and to forbear or
enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability
by reason or any such variation or extension being granted to the said seller or for any forbearance act or
omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or
thing whatsoever which under the law relating to sureties would be for this provision have effect of an 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 this purchaser the said sum of -----
or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We , ----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the
previous consent of the purchaser , in writing.

6. 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.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
[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 Civil courts Dhanbad District only.]

Date ----- Day of ----- 20

For ----- Bank Limited

Signature of the authorised person

for and on behalf of the Bank