


<p>Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GOI000918</p>		<p>Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in</p>
<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p>		

Supply/purchase order

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/ 715098/HDOFBP/Rescue/15-16/232

Dt. 04.03.2016

To,
M/s Power Tech Mining Pvt. Ltd.
27, GT Road, Fatehpur
Po: Sitarampur-713359
Asansole ,dist : Burdwan(WB)
Email :shantanu_powertech@yahoo.com

Fax No:-03412257031
VENDOR CODE:- 1/12/D/T/263

Sub. : Supply of Hand driven (manual) oxygen filling booster Pump with accessories and tool kit (6 sets) .

Ref :i)This office Tender Enquiry no. BCCL/PUR/ 715098/HDOFBP/Rescue/15-16/44, open domestic e-tender opened on 09.10.2015 on line under e-procurement and your online offer and subsequent correspondence on the above subject under tender id no.2015_BCCL_20929_1.

ii) Your bid no.57822 dtd 02.10.2015 with a letter of authorization by Principal M/s Hydraulics International Inc. USA .

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of **Hand driven (manual) oxygen filling booster Pump with accessories and tool kit (6 sets)** at the following Technical specification , price, terms and conditions:

Scope of supply

Item description and quantity	Unit price (basic) in Rs.	Extended value in Rs.
Hand driven (manual) operated Oxygen filling Booster Pump complete set with all accessories with tool kit (detail as per enclosed Annexure-A .) Qty-6 sets	990000.00	5940000.00
	CST @2% against Form "C"	118800.00
ED-not applicable, Packing forwarding - nil	Landed price in Rs.	60,58,800.00
Total landed value Rs. Sixty Lakh fifty eight thousand eight hundred only.		

Terms and Conditions :

Price	Firm till execution of the contract & F O R Destination basis.
CVD &SAD	Included in the Quoted price .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. Excise duty -nil
CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued by the Consignee.

(Handwritten Signature)

Packaging & forwarding	Stores should be securely packed as per standard practices/BIS norm to withstand the rigors of transport to prevent any loss /damage and pilferage in transit.
Freight & insurance	It would be borne by the firm.
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).Bank detail enclosed.
Delivery Schedule	WITHIN 6 months from the date of issue of order. Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Any increase in taxes and duties beyond the delivery period against this order shall be to your account. Safe delivery of consignment at destination will be entirely your responsibility .
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 at Rescue station. 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.
<p>L.D. Clause</p> <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 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>	
make	Hydraulics International INC,USA (HII)
Price fall clause	<p>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</p>

AW

William
24/10/16

	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.
After Sales Service	The firm will extend after sales service for repair and maintenance of the unit for at least 18 months from the date of supply free of cost to the end user.
Submission of bill	Pre-receipted stamped original bill for 100% value in five 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.
Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad. (A/c Rescue Stn, Dhansar)
Paying Authority	HOD (F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
Inspection	Final inspection by consignee end by GM (S&R)I/c or his authorised representative.
<p>Inspection & test clause</p> <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>	
Performance Bank guarantee	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.

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 exist.
- 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.

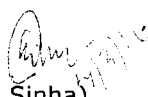
Security Deposit	You have to deposit as Security money 10% of the order value (including Taxes, duties and other charges if any to the FOR destination basis) without having any ceiling limit in the form of Bank Draft/Bank guarantee of Scheduled or nationalized Bank within 15 days from the date of order. 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 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 .
Price Certification	You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt. Under Taking / Deptt and others organizations
Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
Import documents	You shall furnish the following import documents along with final bill for import items 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 genuineness of the supplied items. The original of above documents should be available for verification if demanded by the consignee.
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 ALONGWITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT CORRESPONDENCES.

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.

Encl : 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

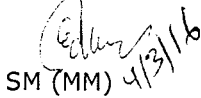

(A K Chaudhary)
GM (MM)Pur

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

Indent nos. and Date	Budget Certification Details.
BCCL/GM (R) /Store/Capital/ 15-16 / 06 dtd 30.05.2015 I R no. 715098 dtd 21.07.2015	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN-41/SN08/eBC no. 02 (Cap 15-16) dated 17.06.2015 head P&M(Safety) , GM (MRS) for Rs 1,28,52,000.00 (Rupees one crore twenty eight lakh fifty two thousand only) corresponding e-FC No: 04 dtd 03.03.2016 for 60,58,800.00 (Rupees Sixty lakh fifty eight thousand eight hundred only)

Copy to:

1. Depot Officer, Ekra Central Store. (A/c Rescue Station Dhansar, BCCL)
2. HOD (F)MM, Purchase Finance Department, KoylaBhawan.
3. GM I/C (S&R), KoylaBhawan.
4. GM (R) , BCCL, Dhansar, Dhanbad
- ✓ 5. MM(Tech Cell), MM Div, KoylaBhawan.
6. IEM: Prof (Dr.) LC Singhi, IAS (Retired) ,L-31, Third Floor Kailash Colony, New Delhi-110048, is independent external monitor against this tender/ contract
7. Master File/Office Copy.
8. M/s Hydraulics International, Inc. ,9201 Independence Ave, Chastsworth, CA91311, USA
(By air mail) -In reference to your letter dtd 15.09.2015 authorising M/s Power Tech Mining Pvt. Ltd. to quote against this tender on behalf of Hydraulics International, Inc.
9. GM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL


SM (MM) 4/3/16


GM (MM) Pur 04/03/16