



Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

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

BY AIRMAIL

PURCHASE ORDER

Ref. No: BCCL/ Pur /53/112012/12-13/Bomb Calorimeter/Cent./QC/Orbit/121

Dated: 01.10.2012

To,

M/s PARR INSTRUMENT COMPANY,
211 53rd STREET,
MOLINE, ILLINOIS 61265, USA

Sub: This Office Tender No. BCCL/ Pur /53/112012/12-13/Bomb Calorimeter/Cent./QC/ Global/05 Dated: 03-05-2012. Opened on 27/06/12 (Off-line) 28/06/12 (on-line) read with subsequent letters 3last being dated 30th July 2012

Ref.: Your Offer No. Lab/Cal/12/QN00044/0 Dated 20/06/2012 read with Subsequent clarifications last being dated 30th Aug'2012.

Dear Sirs,

With reference to the above, we , for and on behalf of BCCL , hereby place PURCHASE ORDER on you for supply of following items as per rate , terms and conditions indicated below:

1. SCOPE OF SUPPLY:

Sl	Description	Qty. (Nos.)	Unit Rate on F.O.B. Delivery Port (International Airport; Chicago) in USD	Extended Value (USD)
1	Fully Automatic Bomb Calorimeter complete Model: 6200 EF Make: Parr along with Oxygen Bomb Model No. 1108B, Make Parr. [Technical Details will be as per Annexure "A "enclosed.]	03	14500.00	43500.00

Terms & conditions

OEM DETAILS	[a] M/s PARR INSTRUMENT COMPANY, 211 53rd STREET, MOLINE, ILLINOIS 61265, USA [b] Country of origin: USA [c] Overseas Load Port: International Airport; Chicago
TOTAL FOB PRICE	USD 43500 (Forty Three Thousand and Five Hundred USD) FOB International Airport, Chicago, USA The contract is on FOB basis.
INDIAN AGENCY COMMISSION	Agency commission @ 2% is inclusive in the Total FOB price, payable to M/s Orbit Technologies Pvt. Ltd., Hyderabad.
DELIVERY PERIOD & SHIPMENTS:	(i) 8 to 10 weeks from the date of establishment of Letter of Credit. (ii) Partial shipment not allowed

CONSIGNEE:	<p>(a) Port Consignee: The Chief General Manager (Clearing & Forwarding), Clearing & Forwarding Deptt., Coal India Limited, 6, Lyons Range, Kolkata 700 001 (India)</p> <p>(b) Consignee's DisPort: Kolkata International AirPort, India.</p> <p>(c) Ultimate Consignee: The Depot Officer, Ekra Central Stores, PO Bansjora,,BCCL, Ekra,Dhanbad Ph No 0326 2230350,Fax 0326 2230183).</p> <p>TIN: 2082 1500 736</p> <p>JST/WB ST Regd. No: KT – 651 (R)</p> <p>CST No: KT – 254 (C)</p> <p>Waybill/ Road Permit, wherever applicable for inland transportation from Kolkata onwards will be arranged by the ultimate consignee.</p>																					
SHIPPING ARRANGEMENT	<p>Mode of shipment : By Air</p> <p>Air shipment of consignment involving all activities right from overseas load port and delivery at premises of ultimate consignees will be arranged by M/s Balmer Lawrie & Company Ltd, Kolkata as per agreement no CIL/C&F/Air Shipment/2010/047/381 dated 02.08.2010</p> <p>Name of Air Freight Forwarder and Agent for Custom clearance & other activities for inland transportation - M/s Balmer Lawrie & Company Ltd, 21- Netaji Subhas Road, Kolkata- 700 001 (Logistic Services) Tel. No. 033-2222 5477/ 5481; Fax No. 033- 2222 5282; Mobile No. 09831071168: Sri Baidyanathan</p> <p>Foreign Associates of M/s Balmer Lawrie & Company Ltd. in USA:</p> <table><tr><th>S. No</th><th>Place</th><th>Address</th><th>Contact Person</th><th>Telephone No.</th><th>Fax</th><th>e-mail address</th></tr><tr><td>1.</td><td>New York</td><td>Toll Global Forwarding, One Cross Island Plaza, Suite, 203, Rosedale, NY 11422</td><td>Alex Law/ Ai Ruan</td><td>+1 (718) 723-2333x125</td><td>+1 (718) 723-4832</td><td>ai.ryan@tollgroup.com</td></tr><tr><td>2.</td><td>Los Angeles</td><td>Toll Global Forwarding, 19900, S Vermont Avenue, Suite #E, Torrance, CA 90502</td><td>Mary Young</td><td>+1 (310) 756-1750</td><td>+1 (310) 756-1966</td><td>mary.young@tollgroup.com</td></tr></table>	S. No	Place	Address	Contact Person	Telephone No.	Fax	e-mail address	1.	New York	Toll Global Forwarding, One Cross Island Plaza, Suite, 203, Rosedale, NY 11422	Alex Law/ Ai Ruan	+1 (718) 723-2333x125	+1 (718) 723-4832	ai.ryan@tollgroup.com	2.	Los Angeles	Toll Global Forwarding, 19900, S Vermont Avenue, Suite #E, Torrance, CA 90502	Mary Young	+1 (310) 756-1750	+1 (310) 756-1966	mary.young@tollgroup.com
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PACKING INSTRUCTION	<p>(a) In order to avoid transit damage of the materials, the materials are to be packed proper packing materials. Required protective markings and handling provisions, such as hooks etc. are to be provided where ever needed to avoid any damage to the materials.</p> <p>(b) Each case shall have under noted mark printed / stenciled on opposite sides and top thereof. In addition, you shall indicate in the marking the gross and net weight and cubic measurements:</p> <table><tr><td>GM(C&F), Coal India Limited, C&F Department, 6, Lyons Range, 4th Floor, Kolkata 700 001 (India)</td><td>BHARAT COKING COAL LIMITED I N D I A</td><td>GM(C&F), Coal India Limited, C&F Department, 6, Lyons Range, 4th Floor, Kolkata 700 001 (India)</td></tr></table> <p>BCCL/ Pur /53/112012/12-13/Bomb Calorimeter/Cent./QC/Orbit/121 Dated: 01.10.2012,</p> <p>(c) One copy of packing list and country of origin certificate should be inserted inside each package.</p>	GM(C&F), Coal India Limited, C&F Department, 6, Lyons Range, 4 th Floor, Kolkata 700 001 (India)	BHARAT COKING COAL LIMITED I N D I A	GM(C&F), Coal India Limited, C&F Department, 6, Lyons Range, 4 th Floor, Kolkata 700 001 (India)																		
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TRANSIT INSURANCE	Transit Insurance up to up to Ultimate consignee will be arranged by the Port Consignee under their Open Policy on receiving details from the freight forwarder as per the agreement between CIL & Balmer lawrie.
PROVISION OF IMPORT:	<p>(a) The materials are freely importable under Open General Licence for the importers consumption in terms of Chapter-2, Para-2.1 of EXIM Policy, 2009-2013</p> <p>(b) Export Licence, if any, has to be arranged by the exporter i.e. M/s PARR INSTRUMENT COMPANY,USA</p>
PAYMENT TERMS	<p><i>For Beneficiary:</i> 100% Payment of FOB Value less 2% Indian Agency Commission ie 98% of Total FOB Value shall be paid in USD by means of a irrevocable Letter of Credit which will be established in your favour through our banker on their corresponding nearest branch at Chicago USA against presentation of the following documents in three sets as indicated against each :-</p> <p>i) Invoice : Original plus three certified copies. ii) Packing list with brief description and technical write-up of goods. : Original plus three certified copies. iii) Shipping Specification : Original plus three certified copies. iv) Certificate of Origin : Original plus three certified copies. v) Warranty Certificate : Original plus three certified copies. vi) Airway Bill : Original plus three certified copies.</p> <p>NOTE</p> <ul style="list-style-type: none"> ▪ Documents from Sl.No.(i) to (vi) form a complete set. ▪ One copy of Packing List & Certificate of Origin should be inserted inside each package for reference & identification purpose of the items packed in the particular package. ▪ Once copy of consisting of a set of documents from Sl.No. (i) to (vi) should also be sent by courier well in advance along with technical literatures/ pamphlets. Dimensional drawings, sketch, quality certificate, warranty certificate, etc., to avoid delay in effecting clearance of goods and also their proper receipt at ultimate consignee and its accountal etc. to the followings: - <ol style="list-style-type: none"> 1. The Chief General Manager (C&F), C&F Department, Coal India Ltd., 6, Lyons Range, Kolkata 700 001 (India). 2. The General Manager (Quality Control), Bharat Coking Coal Limited, Koyla Nagar, Dhanbad 826 005 (India). 3. The Chief Manager (MM), BCCL Kolkata Purchase,6, Lyons Range, Kolkata 700 001 (India).Ph No 033-22304975,fax No 033-22304928 4. The Chief Manager (MM) I, Bharat Coking Coal Limited, Koyla Nagar, Dhanbad 826 005 (India).Ph No 0326-2230181,fax No 0326 2230183 5. The GM(F)/MM); Purchase Finance Koyla Nagar, Dhanbad 826 005 (India). 6. Ultimate Consignee: The Depot Officer, Ekra Central Stores, PO Bansjora,,BCCL, Ekra,Dhanbad Ph No 0326 2230350,Fax 0326 2230183 <p><i>For Booking & Freight Charges:</i> Payment of booking charges, if any and Airfreight at actual will be paid by the Port Consignee to the freight forwarder /Ms Balmer Lawrie assigned for this contract.</p> <p><i>Indian agency Commission</i> 2% of FOB value in equivalent Indian rupees (as on date of Bill of Lading) will be paid to M/s Orbit Technologies Pvt Ltd;Hyderabad after successful installation & commissioning of ordered equipment, within twenty one days of submission of bills along with following documents</p> <ol style="list-style-type: none"> a) Copy of foreign principal's invoice. b) Copy of bill of lading. c) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.

<p>OPENING OF LETTER OF CREDIT:</p>	<p>Irrevocable Letter of Credit valid for a period of 13 weeks from the date of its establishment will be established for 98% of Total FOB value of US \$ 43500.00 (USD forty three thousand five hundred) only in your favour having provision on its body itself that the shipment documents can be negotiated for payment against the Letter of Credit within 21 days from the date of Shipment.</p> <p>NOTE :</p> <ul style="list-style-type: none"> All expenses for opening, advising and negotiating the letter of Credit as well as other Bank Charges are to be borne by Bharat Coking Coal Ltd., Dhanbad. However BCCL shall not pay either bank charges outside India or any forwarding charges in course of operation of Letter of Credit. Bank details of M/s PARR INSTRUMENT COMPANY,USA:- US BANK 201,WEST, SECOND STREET DAVENPORT, IA 52801,USA
<p>PAYING AUTHORITY</p>	<p>General Manager (Finance) MM, BCCL, Koyla Bhawan, Dhanbad</p>
<p>EXTENSION OF DELIVERY PERIOD</p>	<p>You will supply the materials within the delivery period given in this order. In case delivery date against the order has expired, you will not dispatch/deliver the materials unless the delivery date is extended on your request and you receive confirmation in this regard.</p> <p>If extension of delivery period mentioned in the supply order and consequent extension of the validity of Letter of Credit has to be done to non-fulfillment of any obligation of Supply Order/Letter of Credit, the Letter of Credit extension charges will have to be borne by you.</p>
<p>PENALTY FOR FAILURE TO SUPPLY IN TIME: /LIQUIDATED DAMAGE 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 this office.</p> <p>In the event of failure to deliver 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 you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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><u>b) To purchase elsewhere, after due notice to you, on your account and risk, the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or</u></p> <p>c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.</p>

CLEARING & FORWARDING	To be arranged by C&F Department, CIL, Kolkata and payment of Freight & Insurance, Customs duty, Etc., to be made at actual against documentary evidence.
INSPECTION	Final inspection shall be carried out at consignee end by the GM(QC) or his authorized representative at destination site.
PRICE CLAUSE:	<p>FALL</p> <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 reduction or sale to the consignee concerned under intimation to</p> <p>CGM (MM),Bharat Coking Coal Limited , Commercial Block , Level –III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the store65-70s 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>
SECURITY DEPOSIT- APPLICABLE	Your Indian Agent, M/s Orbit Technologies Pvt. Ltd., Hyderabad 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 Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. If the successful tenderer fails 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. For successful tenderers, 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. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the format enclosed as Annexure-C of NIT.
GUARANTEE- WARRANTY	You shall be fully responsible for the manufacturing warranty in respect of proper design, quality, workmanship of material for which these are indented for a period of eighteen months from the date of installation and commissioning.
PERFORMANCE BANK GUARANTEE	Your Indian Agent, M/s Orbit Technologies Pvt. Ltd., Hyderabad shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-C-I (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 18 months from the date of commissioning of equipment and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order. The value of Performance Guarantee to be submitted is Rs3,09,556/-
INSPECTION –	Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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

BCCL reserves the right to short close the order without assigning any reason what so ever.

This contract is concluded with the issuance of this order. Two copies of the order are being sent to you. You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

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

(A.K. Choudhary)
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Sl.No.	Indent no. and Date	Budget Certification Reference
	BCCL/GM(QC)/F-QCV/12 Dt. 03/03/12 I.R. No. 112012 (12-13) Dt. 11 / 04 / 12	e-B.C. No. BCCL/HQ/PP/CM(F)/12-13/P&M (Adv. Comm)/ S&M/HQ/A-16/66/116 eBC Dated 20/3/12/31-7-12 for Rs. 80.00 Lakh (Adjusted BC amount will be Rs. 35.08 Lakh) & e-F.C. No. 85 Dt. 20/09/12 (HQ.) for Rs. 35,08,056.15

Copy to:

- (1) Depot Officer, Ekra Central Stores.
- (2) GM (F) (MM), MM DIV, Koyla Bhawan.
- (3) CGM (Quality Control), BCCL, Koyla Bhawan.
- (4) MM (Tech Cell), MM Div, Koyla Bhawan.
- (5) Master File/Office Copy.
- (6) CGM (C&F), Kolkata
- (7) GM (MM), CIL/ECL/CCL/MCL/NCL/SECL/WCL/CMPDIL
- (8) Special Cell, CMPDILtd. , Kanke Road, Ranchi
- (9) M/S BALMER LAWRIE & COMPANY LTD,
21- NETAJI SUBHAS ROAD,
KOLKATA- 700 001
- (10) Copy for kind information to IEM:
Justice Ashok Kumar Chakraborty (Retd),
BB-69, Sector I Salt Lake, Kolkata – 700 064
- (11) M/s. ORBIT TECHNOLOGIES PVT LTD.,
B-50, INDUSTRIAL ESTATE,
SANATHNAGAR,
HYDERABAD - 500 018

This issues with the concurrence of CM(F) Oprns & approval of D(T) Oprns/BCCL

Chief Manager (MM)

Annexure – “A”**SCOPE OF SUPPLY & TECHNICAL SPECIFICATION:**

1. SCOPE OF SUPPLY		
S.No.	Technical Parameter	Technical Specifications
1.1	Equipment Description	Fully automatic Micro processor controlled Bomb Calorimeter for rapid determination of gross calorific value of crushed/powdered samples of coal/coke as per Indian/International standards. The equipment should be compact, integrated and bench-top model. The value of gross CV should be reportable in Kcal/Kg, properly interfaced printer with LCD display of the final results on the screen of the instrument, fast hard copy printing facility and adequate memory storage facility(Approx. 500 tests). The equipment should be easy to operate.
1.2	Supplementary Items	The equipment should be provided with all necessary accessories required for installation, commissioning, maintenance and repair of all components. Brochure containing detailed technical information in respect of equipment, operation and service manual with flow diagram and relevant instructions for instrument and each of its component making up the total system configuration i.e. Bomb calorimeter, Micro processor, Balance, Printer and peripherals to be provided.
1.3	Provision for spare parts	A comprehensive package of spare parts consisting of electrical, electronic and mechanical spares sufficient for at least one year and consumables for at least 5000 determinations to be provided.
2. TECHNICAL SPECIFICATIONS		
2.1(a)	Basic Unit	Body of the basic unit should be made of durable, light metal/alloy with suitable finish.
2.1(b)	Bomb	Thick walled acid resistant having internal volume 250 to 350 ml made of high strength with proper insulation arrangement and capable of withstanding high pressure and fit for safety burning samples liberating up to 10,000 K.Cal per charge with oxygen pressure up to 40 atm. for 1 gm of sample size.
2.2	Method	Isoperibol
2.3	Sample crucible capacity	0.5 gm – 1.5 gm
2.5	Temperature Measurement	Temperature to be measured with in-built high precision electronic thermometer with 0.0001°C resolution.
2.6	Calorimeter Measurement Range	1000 K.Cal/Kg to 10,000 K.Cal/Kg for 1 gm of sample.
2.7	Measurement Precision	0.1% RSD
2.8	Equipment Resolution	0.1 Cal/gm
2.9	Corrections	Operator selected option for correcting for Acid, Nitrogen, Fusewire, Sulphur, Moisture, Ash and Hydrogen.
2.10	Processing Capacity (Operator Time)	5 Minutes to 10 Minutes
2.13	Electronics	All solid state, 230 V AC, 50/60 Hz.
2.14	Micro Processor	Built-in operational programme to perform all calculations and control heating rate, temperature and also for entering instructions/options through key board.
2.15	Calibration Standard for measurement	Reference standard materials (RSM) to be provided for calibration check. Calibration certificate for the same should be supplied with the standards. Calibration certificate for balance, gauges and temperature measurement devices should be provided separately.
2.16	Power requirement	230 V AC \pm 10%, 50/60 Hz. Single phase as per Indian conditions.
2.18	Guarantee-Warranty	The tenderer shall be fully responsible for the manufacturing warranty in respect of proper design, quality, workmanship of material for which these are indented for a period of eighteen months from the date of installation and commissioning.
2.19	Manufacturing Year	Manufactured in 2011 but not earlier than 2010.
2.20	Delivery Period	Eight to ten weeks from the date of establishment of Letter of Credit.