



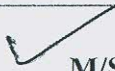
**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

PURCHASE ORDER NO. BCCL/PUR/717202/ EXPLODER/18-19/ OLTE/12/117

DATED 30.11.2018

BY REGD.POST / SPEED POST

To

 <b>M/S POWER INDIA</b> C-12, YMCA Complex, Maharajbagh Road, Sitabuldi, Nagpur-440001	(vendor code: 1/06/M/G/005)
	GSTIN No-27ABYPC4434B1ZR
	PAN no- ABYPC4434B
	email- info@powerindiatech.com

Sub: Purchase Order for Supply of DGMS Approved Multi Shot Exploder

Ref. i) your offer against Our Tender No: BCCL/PUR/717202/ EXPLODER/18-19/ OLTE/12 Date- 23.06.2018, opened on 23.07.2018 online

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of DGMS Approved Multi Shot Exploder to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

**1. Scope of Supply:**

Description	material code	HSN CODE	Qty(Nos)	Unit price(R s.)	Extended Price
DGMS Approved Multi Shot Exploder (Detailed technical specifications as per Annexure A) Make- POWERBLAST Model-PB30	93021600247	36030011	31	₹ 14,500	₹ 4,49,500.00
packing & forwarding charge				₹ 290	₹ 8,990.00
Freight				₹ 435	₹ 13,485
subtotal					₹ 4,71,975.00
IGST @ 18% of subtotal					₹ 84,955.50
Landed Total Price in Rs					₹ 5,56,930.50

The Total Contractual value will be ₹ 5,56,930.50/-(Rs Five Lakh Fifty Six thousand Nine hundred and Thirty one and paise fifty only)

**2. PRICES:** The above prices are FIRM & FOR destination basis

- 3. GST:** a) GST shall be paid extra as legally applicable. Present rate is @18% as indicated above  
b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.  
c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.  
d) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.





e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

4. **PACKING & FORWARDING:** Extra as mentioned above @Rs 290/ unit.
5. **FREIGHT & INSURANCE:** Extra as mentioned above @Rs 435/ unit..
6. **PERFORMANCE BANK GUARANTEE:**

PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10% value of the supply order (by adding GST etc. to the FOR destination price of the items ordered) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

Bidders have the option to submit the Performance Bank Guarantee in the currency of the offer or in INR.

The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G and shall be irrevocable and unconditional and BCCL shall have the powers to invoke/en-cash it notwithstanding any dispute or difference between supplier and BCCL pending before the court, tribunal, arbitrator or any other authority.

The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).



7. **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).

8. **DELIVERY PERIOD:** Within 8 to 12 weeks from the date of receipt of Purchase Order. However, early delivery shall be appreciated. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

9. **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) is in accordance with the contract specifications.

(c) shall have no defects arising out of design, materials or workmanship.

The firm shall guarantee that the material shall meet the rating & performance requirement stipulated in this specification. The guarantee shall be for a minimum period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance at consignee end, whichever is earlier. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

10. **PENALTY FOR DELAY IN SUPPLY (L. D. 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 this office.

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:

(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.

b) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

*Signature*

*Signature*



- (c) 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
- (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 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
11. **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 (As per format given in NIT) 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. For successful supply, 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 Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.**
12. **PRICE FALL CLAUSE:** The supplier undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the supplier to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the supplier to BCCL, if the contract has already been concluded.
13. **CONSIGNEE:** The Depot Officer, Central store Ekra, BCCL, Dhanbad.
14. **PAYING AUTHORITY:** HOD (F) MM, KoylaBhawan, Dhanbad.
15. **INSPECTION:** Final inspection at consignee end
16. **PRICE CERTIFICATE:** A Price certificate as stated below, should be submitted along with supply bill:  
"The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date"
17. **SUBMISSION OF BILL:** Bill as per GST Act/rules along with, delivery challan in original, Guarantee/ Warranty certificate, DGMS approval, lowest price certificate and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.
18. **PACKING:** you should confirm provision of proper packing of the goods to be transported as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence



of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in this order

19. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.


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

This contract is concluded with the issuance of this Order. Two copies of the Purchase 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 contract shall be deemed to have been accepted by you for execution.

**All other terms and conditions shall be applicable as per NIT and Annexure-A enclosed.**

This issues with approval of competent authority.

Yours faithfully,  
For and on behalf of  
Bharat Coking Coal Limited

  
(Sonu Gupta)  
Dy.Mgr. (MM)

  
(N.S. Saini)  
GM (MM)

**INDENT REFERENCE:**

Sr.No	Indent no. and Date	BC & FC no. & dt.
1	GM(I/C)/(S&R)/17-18/04 dated 27.11.17 IR No: 717202 dtd. 09.02.2018	BC.No BCCL/C&B/CAP/REG PN 212/SN-47/e-BC No 38 dtd.-19.05.18 (under head P&M(safety) new job) BC.No BCCL/C&B/CAP/REG PN 36/SN-13/e-BC No 1037 dtd. 27.10.18 (under head P&M(safety) new job) e-FC no 552 dated 29.11.18 of Rs 4,93,830/- & e-FC no 553 dated 29.11.18 of Rs 63,100.50/-

**ENCI:**

1. Annexure 'A' for Technical Specifications

**Copy to:**

1. GM(S&R) I/C, Koyla Bhawan, Dhanbad.
2. HOD(F)MM, BCCL. Koyla Bhawan, Dhanbad.
3. Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad-828101
4. MM(Tech Cell), MM Div, Koyla Bhawan
5. Office Copy/Master Copy
6. IEM: Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony, New Delhi-110048
7. IEM : Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301. E-mail-sudhakarpd2@gmail.com



## Annexure-A

### **Detailed Technical specification of Multishot Exploder**

1. The Exploder shall be DGMS approved multi shots as per DGMS circular (approval) No-19 dated 28/09/2015 conforming to IS: 9836:1981 and suitable for use in opencast and Underground mines of degree-I, II & III.
2. The bidder shall provide self attested & Notarized copy of main DGMS approval and valid extension thereof at the time of supply.
3. The supplier shall supply the instruction manual and demonstrate the function at the time of supply of exploder at consignee end.
4. The supplier shall have facility (Instruments and manpower) of repair and maintenance of Exploders at Dhanbad, the full address and contact number of local agent.
5. **Identification** – The Brand name should be embossed/printed/tagged on the body of the Instruments.
6. Joint sampling on random basis shall be done from batch/lot of the supplied items and same will got tested from Govt / Govt approved test house. The cost of the testing at the time of supply at consignee end will be borne by supplier.  
In case the test result is not satisfactory the whole batch/lot will be rejected and no payment will be made against the supply.

