

## 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, KoylaBhawan,

826005(Fax No- 0326-2230183) CIN No:U10101H1972GO1000918 Dhanbad:

Ref no: BCCL/PUR/ 71341 /OFBP/14-15/251

M/s Swati SafesecureEquipments (P) Ltd 901, Krushal Complex, Above Shoppers stop, GM Road, Chembur (W) Mumbai- 400 089 Phone no. 02266663333 Fax-02266226692 Dt.17.03.2015

Purchase order by speed post Fax No:-022-66226692 VENDOR CODE:- 1/17/M/T/061

Sub.: Supply of Power operated oxygen filling Booster Pump complete set with all accessories and Tool kit for Rescue Station BCCL Dhanbad.

Ref.: This office Tender Enquiry NoBCCL//PUR/ 71341 /OFBP/13-14/Re/13 open domestic e tender opened on 28.05.2014 (on line) under e-procurement and your on line offer with a letter no. SSSEPL/14-15/BCCL/13/ booster dtd 19.05.2014 along with a copy of authorization by Principal M/s Masterline Inc. Auburn, WA USA and subsequent correspondences on the above subject being last letter dated 11.02.2015under tender id no.2014 BCCL 1407 1. Dear Sirs.

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDERon you for supply of 02(two)Sets of Power operated oxygen filling Booster Pump complete set with all accessories and Tool kitat the following specification price, terms and conditions: Scope of supply

Item description Detail price and value in Rs. and quantity Power operated Unit Basic CST@2% Unit landed Total Grand total in as Oxygen filling price in Rs. Rs. price in Rs. extended round off in Rs. Booster 1607843.00 32156.86 16,39,999.86 landed price 32.80,000.00 Pumpcomplete in Rs set with all 32,79,999.72 accessories with tool kit (detail technical specification with other parameter enclosed as Annexure-A Qty-2 sets



## **Terms and Conditions:**

1	Price	Firm till execution of the contract & FOR Destination basis.	
2	Custom duty	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.	
3	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.	
4	Packaging &	Nil, Consignment shall be supplied in suitable standard proper	
	forwarding charges	packing.	
5	Freight &insurance	Nil ,it would be borne by the firm	
		·	
6 Payment Term 100 % payment within 21days from the date of		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).	
7	Delivery	Within 16 weeks from the date of receipt 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.	
8	Guarantee/ Warranty	The equipment supplied shall be covered by a guarantee/warrantee	
		for the satisfactory performance of the complete equipment/ stores	
		for a period of 12 months from the date of commissioning. In the	
		event of any defects in materials, design and workmanship during	
		the aforesaid period is found due to faulty design or poor	
	- At-many many many many many many many many	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		
	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 specified			
	has been obtained from the purchaser. In the event of failure to delivery or dispatch the		
		stipulated date/ period in accordance with the samples and/or	
		oned is the supply order, and in the event of breach of any terms and	
		ed in the supply order. Bharat Coking Coal Limited reserves the right:	
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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.

10 Model & make 7000A-2, (MDM4 Masterline )

- Price Fall Clausei) 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.
  - 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, KoylaBhawan, 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.

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12	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.
13	Integrity Pact:	You have signed Integrity pact issued with NIT .Prof (Dr.) LC Singhi,
		IAS (Retired), L-31, Third Floor Kailash Colony, New Delhi-110048, is
		independent external monitor against this tender/contract.
14	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad. (A/c
		Rescue Stn, Dhansar)
15	Paying Authority	HOD (F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd.,
	de de 1 <del>000 des</del> <del>commen</del> te de 100 de	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
	And the state of t	transmission to the Paying Authority.
17	Inspection	Final inspection by consignee end by GM (S&R)I/c or his
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		authorised representative.
18	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/warrantee period plus three months. The validity of PBG may be extended in case the ordered items do not work satisfactorily within the guarantee warrantee period. It shall have to be submitted to MM Division, BCCL, KoylaBhawan on or before commencement of supply. No payment will be made without submission of required
19	· · · · · · · · · · · · · · · · · · ·	
	Performance Bank Guarantee .	
20	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 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



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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.		
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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.		
vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.		
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All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and asper techno-commercially acceptable offer of firm .



N.B:- This issues with the concurrence of D(F) vide diary no. 2/1058dtd05.03.2015 and approval of CMD vide diary no. 247/F dtd05/07.03.2015. 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)&PBGand SD Format

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

(A K Sinna) Sr. Manager (MM)Pur

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

Indent nos. and Date	Budget Certification Details.
i) BCCL/GM (R)/Store/Capital/12- 13/06 dtd 31.12.2012 IR Ref No: 714041dtd 10.05.2013	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN-42/SN15/eBC no. 453 (Cap 14-15) dated 14.03.2015 head P&M (Safety) unit code _GM MM(HQ), for Rs 32,80,000.00 (Rupees Thirty two lakh Eighty thousand only) corresponding e-FC No: 328 dated 14.03.2015 (HQ) for RsRs32,80,000.00 Rupees Thirty two lakh Eighty thousand only)

## Copy to:

- 1.Depot Officer, Ekra Central Store.
- 2.HOD(F)MM, Purchase Finance Department, KoylaBhawan.
- 3.GM I/C (S&R), KoylaBhawan.
- 4. GM (Rescue), Dhansar, BCCL, Dhanbad-procurement against survey off report vide letter no. BCCL:GM (E&M):F-21:2014/5631-38 12.08.2012
- 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 Masterline Inc.3702West valleys highways North Suit 300 Auburn WA 98001
  - 9. GM(MM)/GM(MM), CCL, NCL/WCL/SECL/MCL/ECL



# **BANK Detail**

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTO	M/s Swati SafesecureEquipments (P)
,	MER'S NAME & ADDRESS:	Ltd
	(With Telephone No. & Fax No.)	901,Krushal Complex,
		Above Shoppers stop,
		GM Road, Chembur (W)
		Mumbai- 400 089
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Punjab National Bank
	B.BRANCH NAME: (Including RTGS Code)	Ghatkopar (East), PUNB0409300
	ADDRESS:	53,S.P.Mukherjee Road,Kolkata-26
	C.9-DIGIT CODE NUMBER OF THE	Sidhi Apartments Tilak Road,
	BANK & BRANCH	Ghatkopar (E), Mumbai - 400077
	(Appearing on MICR Cheque issued on the	
	Bank) Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE:	Account Type - Current
	(S.B. Account/Current Account Or Cash Credit	-
	with Code 10/11/13)	
	E.LEDGER NO./LEDGER FOLIO	
	NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING)	A/C No.4093002100020847
	& STYLE OF ACCOUNT (As appearing on	
	the Cheque Book)	
	PAN no.	AANCS3239D



## ANNEXURE-"A"

### TECHNICAL SPECIFICATIONS FOR POWER OPERATED OXYGEN FILLING BOOSTER PUMP.

Item description	Qty	
Power Operated Oxygen filling Booster Pump	2 sets	
complete set with all accessories and tool kit		A
(Mat code-93079990352)		

- 1. Motor:
  - a) Power: 1.0-3.0 kW.
  - b) Standard III phase motor
  - c) Electrical power source required: 220 / 440 V, 50 Hz.
- Maximum Charging Pressure to be raised in small cylinder during pumping frommother cylinder up to 250 bars.
- 3. There should be an automatic cut-off pressure at 220 bars.
- 4. Minimum Working pressure (Input from mother cylinder) 20 bars.
- 5. Drier: There should be Oxygen drier(High pressure) or alternative arrangement for drying (High pressure) oxygen. Provision to dry moisture content.
- 6. Water separator provision should be there if required.
- 7. Nos. of cylinder to be filled at a time: Not less than 2 (two).
- 8. Weight: Not more than 250 Kg.
- 9. Other essential accessories /maintenancetool kit required to be supplied for safe operation of the pump.
- 10. Supply of spare parts for trouble free operation and maintenance till the life of theunit/equipment.
- 11. Supply of operative & service manual free of cost.
- 12. Free after sales service for repair and maintenance of the unit for at least 18 months from the date of supply would be provided by the supplier.
- 13. Free training would be imparted to our personnel's (actual users) at our site.
- 14. Free commissioning by your service engineer at our site.
- 15. Working Range: Minimum ratio of supply pressure to generated pump pressure 1:4
- 16. Local /regional set up for back-up service.
- 17. There should be arrangement for indication in case of less supply of oxygen from mother cylinder and non-functioning of coolant.
- 18. These pumps shall be compatible for refilling all cylinders of capacity 1ltr, 2ltr & 3ltr and its filling connection should be G ¾ to suit the existing cylinders of MRS Dhansar.
- 19. Life of the equipment should be at least 20 years.
- 20. Warrantee/Guarantee 12 months from the date of commissioning at our side ie.MRS—Dhansar.

SM (MM)

1 Master manufacture Bayer GUARANTEE
1. Messershereinafter called the Seller has entered into a Contract Nodt,dt,
(hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the
given
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 agains
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, (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without an
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 t
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 b
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 an
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 ha
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, (Name of the Bank) further agree that the guarantee herein contained shall come into force from the dat
hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the due
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 an
conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee .Unless
demand or claim under this guarantee is made on us in writing on or before the(date to be givenperiod of contract + 9
days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
4. We., (Name of the Bank) further agree with the purchaser, that the purchaser, shall have the fullest liberty without our consent and withou
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 college) from time to time as to performance by the said contract or to extend time or
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 of
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 largest the said seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by any such matter or thing whatsoever which under the largest seller by the seller by the seller by any such matter or thing whatsoever which under the largest seller by the sel
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 , (Name of the Bank) 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 MrManager, who has signed it on behalf of the Ban
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 addres
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.]
Date20
For Bank Signature of the authorised person
for and on behalf of the Bank

Emp. Code.

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, (which expression shall unless repugnant to the subject or context including its succe condition of Contract No	ssors and assigns) having agreed under the terms and
(hereinafter called the supplier in connection with supply of hereinafter called the supplier in connection with supply of hereinafter called for Rs. In lieu of the security deposit to be made by the said Contract, we, the Bank Limited (hereinafter referred to as the said B undertake and agree to indemnify and keep indemnified that Purchaser from time to the said B.	lled the "said Contract" to accept a Deed of Guarantee as supplier for their due fulfillment of the terms contained in the ank having its office at
) against any loss. Damage caused charges and expenses caused to or suffered by or the breach or breaches by the said supplier or any of the terms and conditions contained claimed by the Purchaser on demand and without demur to the extent aforesaid.	that may be caused to suffered by Purchaser by reason of any in the said Contract and to unconditionally pay the amount
We, the(Name of the Bank) do hereby agree that any demand made by amount due and payable by the Bank under this Guarantee. We shall not withhold the liability to pay or has disputed the quantum of amount or that any legal proceeding is the claim. However, our liability under this Guarantee shall be restricted to an amount	e payment on the ground that the supplier has disputed its pending between the Purchaser and the Supplier regarding
We, the(Name of the Bank) do further agree Guarantee herein con- remain in full force and effect up to	er this Guarantee is made on us in writing on or before
We, the	nd conditions of the said Contract or to extend the time of my time or from time to time any of the powers exercisable by d conditions relating to the said contract we shall not be anted to the said Supplier or for any forbearance act or Supplier or by any such matter or thing whatsoever which ring us the Bank further agrees that in case this Guarantee is secified above. The Bank shall pay to the Purchaser the said irchaser may demand.
The Bank has under its constitution power, to give this Guarantee and Mr. authority to do so.  This Bank Guarantee will not be discharged due to the change in the constitution of a line case the BGs are from outstation branch of Dhanbad then BG shall be encashable and location of the said branch at Dhanbad/Kolkata will be as under.  Name of the Bank :  Name of the Branch :  Location & Address :	the Bank or the Supplier. le at Dhanbad/Kolkata branch of issuing bank with address
The BG shall be subject to the jurisdiction of the competent courts at Dhanbad Dist	trict only.]
Dated	Signature of the authorized person For and on behalf of the Bank Emp. Code.