	<p align="center">BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III, Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)</p>
PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only

SUPPLY ORDER NO. BCCL/GM(MM)CCWO/Pur/ 913154-913127/Air-Condition /CHD/13-14/2013/ 79/85

Dated 27.08.2014

By: Reg Post

To,

M/s HIMGIRI AIRCONDITIONING CO.PVT.LTD,
76,SARAT BOSE ROAD,
KOLKATA-700025

(Vendor Code – 1/12/M/T/054)

E-Mail: himgiri_ac@hotmail.com

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 2.0 TON SPLIT AC WITH 5 KVA AUTOMATIC STABILIZER

- REF: 1. Our E-Tender no. BCCL/GM(MM)CCWO/Pur/913154-913127/AIR-CONDITION/(SPLIT & WINDOW)/CHD/DCMESTHC/13-14/2013/79 DATED 12.11.2013 , Cover – 1 opened on 06.01.2014(Online) and Price Bid opened on 25.06.2014
2. Your Offer no. HGPL/2013-14/BCCL/TENDER/09 dated 09.12.14
3. Our letter no.867 dated 27.02.2014 of even reference
- 4.Your Letter no.HGPL/2013-2014/BCCL/TENDER/09/1 dated 24.02.2014
- 5.Our letter no.913 DATED 08.03.2014 of even reference
- 6.Your letter no.HGPL/2013-2014/BCCL/TENDER/09/3 dated 31.03.2014 and 7 dated 02.03.2014 of even reference
- 7.Our letter no.957 DATED 29 04.2014 of even reference
- 8.Your letter no.HGPL/2014-14/BCCL/01 dated 07.05.2014
- 9.Our letter no.1672 dated 24.06.2014 intimating price bid opening
- 10.Our letter no.1792 dated 03.07.2014
- 11.Your mail dated 12.0.2014 and dated 21.08.2014 confirming validity extension

Dear Sirs,

With reference to the above, we for and on behalf of BCCL, hereby place **PURCHASE ORDER** on you for supply, installation and commissioning of 2.0 ton split ac with 5 kVA automatic stabilizer of your own make at following price, terms and conditions:

Contd. P/2

(Handwritten signature)

(Handwritten initials)

Sl No.	Description of item	Qty	Unit Price in Rs.	Basic Price in Rs.	CST @ 14.5%	Unit Landed Cost in Rs.	Total Landed Cost
1	Supply, installation and commissioning of 2.0 Ton split type AC With 5 KVA Automatic voltage stabilizer, as per detailed technical specification of NIT enclosed at Annexure – A Model No.-HGMBR5S25	17	36,000.00	5220.00	41220.00	Rs.7,00,740.00	

(RUPEES SEVEN LAKHS SEVEN HUNDRED FORTY ONLY)

1. **PRICE:** The prices are FIRM and FOR destination basis, inclusive of Packing, Forwarding, freight and insurance. Safe arrival of the consignment at destination shall be your responsibility.
2. **EXCISE DUTY:** NIL. If applicable during pendency of the contract, the same shall be borne by you.
3. **Sales Tax:** CST shall be payable extra, as applicable at the time of delivery within the stipulated delivery period. The offered rate is 14.5%.
4. **PAYMENT TERMS:** 80% payment shall be within 21 days after delivery, receipt and acceptance by the consignee or submission of the bill, whichever is later against submission of PBG. Balance 20% payment shall be released within 21 days after successful installation/ commissioning of the equipment at the designated site. The payment shall be made by EFT as per the scanned copy of EFT mandate enclosed as was furnished by you along with the offer.
5. **DELIVERY PERIOD:** Within three month which shall be reckoned from the 10th day of issue of the order. However, delivery may be improved upon.
6. **SECURITY DEPOSIT:** Exempted being NSIC registered.
7. **PAYING AUTHORITY:** GM(F)MM, BCCL, Koyla Nagar
8. **CONSIGNEE:** Depot officer, central stores, Ekra, Dist: Dhanbad, Jharkhand.
9. **ALLOCATION:** CMS(I/C), CHD, BCCL
10. **Inspection and Tests:**
 - i) The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

Contd. P/3




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ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), 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 date, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country 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 representatives prior to the Goods shipment from the country of origin.

v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

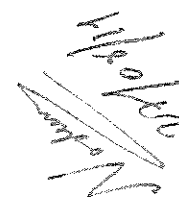
Final Inspection at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection.

NOTE : You will ensure safe & sound delivery of stores at consignee's end .

11. PENALTY FOR FAILURE TO SUPPLY IN TIME: 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 deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned is 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 successful tenderer, as agreed liquidated damages, a sum not less than 0.5%

Contd. P/4



A. S. S. S.

(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.

12. **SUBMISSION OF BILL:** 100% value of bill duly stamped, signed & pre-receipted in five copies , as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, consignment note (if required), packing list if any, Guarantee/Warranty certificate, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Lowest Price Certificate, and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

(No payment will be made without submission of Performance Bank Guarantee)

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

Contd. P/5

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The supplier shall warrant that the equipment/stores 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 supplier shall guarantee for the satisfactory performance of the complete stores for a period of 12 months from the date of successful installation/commissioning or 18 months from the date of receipt and acceptance, whichever is earlier. A certificate to this effect must be submitted along with the supply. 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. You 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.


The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment/stores 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/stores. 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.

14. PACKING: Consignment shall be supplied in suitable standard proper packing.

15. FORCE MAJEURE CLAUSE: If the execution of the supply order is delayed beyond the period stipulated in the 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.

16. 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 order i.e 70,074.00(Rupees Seventy Thousand Seven / Four Only) (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall be submitted to MM Division, BCCL, KoylaBhawan on or before commencement of supply. The format for PBG shall be as was provided along with the NIT

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

N. S. / 27/08/14


17. LOWEST PRICE CERTIFICATE: You shall submit a certificate along with bill as stated below:
"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"

18. PRICE-FALL CLAUSE: The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offersto sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

19. INSTALLATION & COMMISSIONING: Installation and commissioning of the AC along with stabilizer shall be done by you at the designated site as shall be indicated by the GM(E&M)/C,BCCL free of cost. The site for installation shall be made readily available on receipt and acceptance of the materials at consignee's end.

20. TRANSIT INSURANCE: shall be arranged and covered by you for safe arrival of materials at consignee end at your cost and risk.


21. ROAD PERMIT: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

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

This contract is concluded with the issuance of this supply order.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


(Nadeem Khan)
Assistant Manager (MM)


(C F Sarin)
Chief Manager (MM)
Contd. P/7

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INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No 41 dated 13.06.2013 and 04 dated 11.04.2013 dated 06.10.12 913127 dated 13.08.2013 and 913154 dated 03.09.2013 respectively	BCCL/C&B/CAP/Reg PN - 98 /SN-41/e BC no.15 I.R. dated 14.08.2014(CAP 14-15) for Rs. 7,00,740/- and e-FC no. 05 dated 22.08.2014(CHD) for Rs.7,00,740/-

Enclo:1. Annexure A – Detailed technical specification

2. Photocopy of scanned EFT mandate

Copy:

1. CMS(I/C).CHD
2. CM(E&M),CHD
3. GM(F)MM/ CM(F)Pay I/C , CHD
4. Depot officer,Central stores,Ekra,Dist.Dhanbad.,Jharkhand
5. Justice Ashok Kumar Chakraborty (Retd.), BB-69, Sector I Salt Lake, Kolkata – 700064
6. Master File/Office Copy
7. MM(Tech Cell), MM Div, KoylaBhawan
8. GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL

This issues with the concurrence and approval of the competent Authority.

(Signature)
27/08/14

Assistant Manager(MM)

(Signature)
Chief Manager(MM)

ANNEXURE - A


Technical Specifications


A) Supply, Installation & commissioning of AC Machine Split Type 2
Tome with all accessories

- i. Cooling Capacity : 24000 BTU/hr
- ii. Temperature Control: Thermostat, Auto restart to be provided

b) Supply, installation and Commissioning of 5 kVA Automatic voltage stabilizer for the above AC

- i. Input Range – 130 – 280V
- ii. Output Voltage : 200 – 240 +/-2%
- iii. Built in high and low cut input and output selector switch
- iv. Delay time : 1 to 2 minutes adjustable


Assistant Manager(MM)


Chief Manager(MM)