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	<b>BHARAT COKING COAL LIMITED</b> <b>( A Subsidiary of Coal India Limited )</b> <b>Office of the General Manager(MM)</b> <b>Materials Management Department</b> <b>Commercial Block I-III , Koyla Bhawan : Koyla Nagar</b> <b>Dhanbad : 826005(Fax No- 0326-2230183)</b>
SUPPLY/PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

Ref no:- PUR/Fire Proximity suit /MB/13-14/ 161

BY Speed post / REGD.POST  
Dt. 6.11.2013

To  
M/s Hindusthan Trade Agency  
1,RN Mukherjee Road  
Martin Burn House  
5<sup>th</sup> Floor,Room no. 19  
Kolkata -700001  
(Vendor Code :- 1/03/M/X/163)

- Ref: i.) BCCL Tender No: PUR/Pur/Fire Proximity Suit(Fire Jacket)/12-13/138  
opened off line on 29.04.2013 and on line on 30.04.2013  
ii. Your offer No. HTA/F-2A/BCCL/13-14 dtd 27.04.2013 with authorization of  
Principal M/s Tara Lohia Pvt Ltd read along with subsequent correspondences  
and your last letter dated 28.10.2013.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place Purchase order on you for supply of Fire Proximity Suit(Fire Jackets) ,(Material Code:- 92060210701 ) at the following technical specification ,price and terms and conditions:

Scope of supply

Item Description	Unit Basic Price	Qty .	Extended Value
Fire Proximity Suit(Fire Jackets)	Rs. 1000.00	972 Nos.	Rs. 972000.00
(Make of Tara Comfort)		CST (@ 2%)	Rs. 19440.00
Material Code:- 92060210701		Landed Value :-	Rs. 9,91,440.00

(Total Landed value Rs Nine lakh Ninety one thousand four hundred forty only)

Firm's specification :Tara comfort 220 by Tara safe Jacket made of Tara Comfort 100% Cotton Flame Retardant 220 GSM Fabric conforming to IS 11871. Colour Navy Blue

Design of Jacket: Full sleeve Front open Jacket provided with Zipper covered with flap and button. The breast pocket of the jacket will be covered with flap.

Design of Trouser-Front opening with hook and Zipper with one back pocket

Detail Technical Specifications:

- The Fire Proximity Suit will be in two pieces comprising jacket and Trouser.
- The Jacket should be front opening type with easy release zipper covered by flap or with button should have full sleeve and brace pocket covered by flap. The trouser should have front opening with hook and zipper and back pockets.
- The size of the Fire Proximity Suit will be normal fitting to the average body size of Indians.
- The cloth from which the suit will be made must conform to IS 11871 of 1986.






- v. The cloth of fabric from which the suit shall be made should not have any allergic effect on the users.
- vi. The supplier must submit a copy of Test conforming to IS 11871 of 1986 from Govt. approved Testing House at the time of supply of materials.
- vii. Joint sampling will be done at the consignee end from each lot of supplied materials and the samples will be got tested from Govt approved test house for which cost will be borne by supplier. In case of unsatisfactory test report the whole lot of supplied materials will be rejected for which no payment will be made to the supplier.

**Terms and Conditions :**

01	Price	Firm & F O R Destination basis.
02	Ed & Ed cess	Nil , if applicable borne by you
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C".
04	Packaging & forwarding	NIL
05	Fr. & Ins.	NIL
06	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).
	<b>Bank Details:</b>	
	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Hindusthan Trade Agencies 1, RN Mukherjee Road Martin Burn House 5 <sup>th</sup> Floor, Room no. 19 Kolkata - 700001
	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Kotak Mahindra Bank
	B. BRANCH NAME: (Including RTGS Code)	Brabourne Road, IFSC : KKBK0000323
	ADDRESS:	2, Brabourne Road, Ground Floor Kolkata-1
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700485004
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
	E. LEDGER NO./LEDGER FOLIO NUMBER:	-
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	5711204501
07	Delivery	Within 70 days from the date of receipt of order . Delivery schedule shall be reckoned from the 10 th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Safe arrival of materials at consignee end shall be the responsibility of supplier. ( NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)
08	Guarantee/ Warranty	Warrantee against manufacturing defect or quality complaint for a period of minimum 6 months.





09	Penalty for failure to supply in time	<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>
10	Security Deposit	<p>The firm will be required to deposit as security money 10% of the value of the order (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee 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. 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.</p>
11	Consignee	The Depot Officer, Ekra Central Store, BCCL, Dhanbad.
12	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
13	Inspection	Final inspection by consignee end by representative of GM I/C(S&R) after receipt of materials
14	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,





		<p>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:</p> <p>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.</p> <p>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 exists.</p> <p>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.</p>
15	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>iv) 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 CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level-II, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale, shall stand correspondingly reduced.</p>
16	Jurisdiction	ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.
17	Inspection and Test clause	<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.</p> <p>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</p>



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		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.
18	Issue of Road Permit	Road Permit if required may be obtained directly from the Consignee under intimation to this office.
19	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 transmission to the Paying Authority.
20	Price certificate	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
21	Test Certificate	The supplier must submit a copy of Test conforming to IS 11871 of 1986 from Govt. approved Testing House at the time of supply of materials

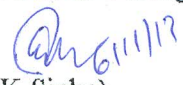
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- This issues with the concurrence of GM(F) MM vide diary no. 4311/F dtd 01.11.2013 and approval of GM (MM) vide diary no. 1247/F dtd 01.11.2013. 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.

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
MB(11(A)KB/12-13 dtd 14.07.2012	BC No:- BCCL/HQ/PUR-FIN/Store Budget/Revenue Budget/13-14/other store (UG) /34 dtd 5.11.2013 for Rs. 991440.00(Nine lakh ninety one thousand four hundred forty only (e- BC no. 524 dtd 5.11.2013) and FC no. BCCL/Purfin/FC/24 dtd 5.11.2013for Rs. 991440.00 (other stores(u.g) 13-14 and e.FC no. 403 dtd 5.11.2013

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

  
(A K Sinha)  
Sr Manager (MM)

Copy to:

1. Depot Officer, Ekra Central Store.
2. GM(F)MM, Purchase Finance Department, Koyla Bhawan.
3. GM I/C (S&R), Koyla Bhawan.
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Shri Ashok Kumar Chakraborty, ( Retd Judge), BB 69, Sector-I, Salt Lake, Kolkata-700064
6. Master File/Office Copy.
7. GM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL/CMPDIL

