

**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)

S.O.NO. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/287

Dtd.28.02.2014

To,
M/S Colliery Equipment & Spares,
Chatterjee International Center, Suite 11,
12th Floor, 33A, Jawarhalal Nehru Road, Kolkata-700071

By Regd post

(Vendor Code:1/03/M/U/248)

SUB: SUPPLY ORDER FOR DGMS APPROVED SOUND POWERED MINING TELEPHONE

REF:1.Our E TENDER no. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79,PART-I OPENED on 28.11.2012(OFFLINE) AND 29.11.12(ONLINE) for supply of UG TELEPHONE
2.YOUR OFFER NO.CES/VSR/AL/12/BCCL-199 DATED 19.11.2012
3.OUR LETTER NO. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/3714 Dtd.08.01.2013
4. Your letter no. CES/VSR/AL/12/BCCL-199 DATED 11.01.2013
5.OUR LETTER NO. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/4262 Dtd.04.03.2013
6. Your letter no. CES/VSR/AL/12/BCCL-199 DATED 11.03.2013
7.our letter no. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/4433 Dtd.22.03.2013
8.Your letter no. CES/VSR/AL/12/BCCL-199 DATED 30.03.2013
9. Your letter no. CES/VSR/AL/12/BCCL-199 DATED 12.04.2013
10. our letter no. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/454-55 Dtd.27.04.2013
11. Your letter no. CES/VSR/AL/12/BCCL-199 DATED 30.04.2013
12. Your confirmation of validity of offer last being vide letter no. CES/VSR/AL/12/BCCL-199 DATED 10.02.14

Dear Sirs,

With reference to the above, we are pleased to place an order on you for Supply of DGMS approved SOUND POWERED MINING TELEPHONE FOR USE IN UG COAL MINES at the rates and scope of supply as indicated under as per the technical specification specified in the Annexure-A enclosed and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT.

SL. NO.	MATERIAL CODE	ITEM DESCRIPTION	QTY(IN SET)	UNIT RATE(RS)	EXTENDED VALUE(RS)
1	80203010002	DGMS approved Intrinsically safe Sound Powered Mining Telephone (Manufacturer M/S FHF Funke+Huster Fernsig GmbH,Mulheim,Germany) Brand:Fernsig	86set	17,500.00	15,05,000.00
		CST @2%.			30,100.00
					15,35,100.00

Contd.P/2

1/10/2014
28/02/2014

28/02/2014

S.O. NO. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/287

Dt-28.02.2014

1. **TOTAL ORDER VALUE:** Rs 15,35,100.00 (Rupees Fifteen Lakhs Thirty five thousand one hundred only).

2. **PRICES:** The above prices are Firm and on FOR destination basis inclusive of Packing & Forwarding and Freight & Insurance Charges.

3. **EXCISE DUTY:** Not applicable

4. **SALES TAX:** CST shall be payable extra as applicable at the time of delivery within the stipulated delivery period against concessional form "C". The present/offered rate is @2%.

5. **DELIVERY PERIOD:** to commence within 3 to 4 weeks and to be completed within 6-8 weeks of the date of placement 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.

6. **PAYMENT TERMS:** Payment shall be made within 21 days of receipt and acceptance of the materials or from the date of submission of the bill, whichever is later, against submission of Performance Bank Guaranty. The payment shall be made through EFT as per EFT mandate furnished by you along with the offer (scanned copy enclosed).

7. **CONSIGNEE:** Depot Officer, Central Stores, Ekra, Dist: Dhanbad, Jharkhand, India.

8. **PAYING AUTHORITY:** GM(F)MM, BCCL, Koyla Bhawan, Dhanbad

9. **GURANTEE /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 supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of the materials, whichever is earlier. 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. The supplier 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 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

Contd.P/3

Noshan
28/02/14


28/02/14

10. SECURITY DEPOSIT: You shall deposit as security money 10% of the value of the contract ie for Rs 1,53,510.00 (Rupees one Lakh Fifty three thousand five hundred and ten only) in the form of Bank Draft /Bank Guarantee (in the prescribed format which was provided as **Appendix-II** of 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 the contractor 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. Your EMD shall be returned on submission of confirmed Security deposit.

11. PERFORMANCE BANK GUARANTEE (PBG)- PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period of the contract (ie valid for 21 months from the date of receipt and acceptance of materials at destination site) for 10% value of the contract ie for Rs 1,53,510.00 (Rupees one Lakh Fifty three thousand five hundred and ten only) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. The format for PBG shall be as was provided alongwith the NIT.

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

12. 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.
- 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

Nodden
28/02/2014

[Signature]
28/02/14

Contd.P/4

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.

13. TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

14. PENALTY FOR FAILURE TO SUPPLY IN TIME: Liquidated Damage(LD) Clause/Risk Purchase 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 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 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 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

Contd.P/5



S.O.NO. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/287

Dt-28.02.2014

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.

15.PRICE FALL CLAUSE:

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.

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 CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, 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.

A certificate to this effect shall be submitted by you alongwith the supply bill.

16.SUBMISSION OF BILL: Pre-receipted stamped original bill for 100% value in four copies along with delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents as indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

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

18.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

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

20.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.

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

Contd.P/6

Northern
28/02/2014

28/02/14

S.O. NO. BCCL/PUR/111236/TELEPHONE CABLE AND TELEPHONE/12-13/79/287

Dt-28.02.2014

22. Following Documents shall be submitted by you at the time of supply :

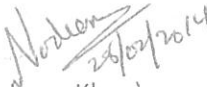
A) Notarised copy of of currently valid DGMS approval for the above ordered Sound Powered Mining Telephone alongwith the supply documents.

23. **LOWEST PRICE CERTIFICATE:** You should 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"

Enclosure: 1. Annexure-A- Detailed technical specifications.

2. Scanned copy of your EFT Mandate


(Nadeem Khan)
MT(MM)


Yours faithfully,
(C. R. Samantray)
Chief Manager(MM)
For & on behalf of Bharat Coking Coal Ltd.

INDENT AND BUDGET REFERENCE:

Indent reference	Budget Certification no. & dt., & FC No. & dt.
No.KB/TCP/CAP/11-12/02 dated 25.04.2011 under covering Notesheet vide no. TC/385A dated 26.04.11 registered vide MMD IR regn no.111236/11-12dtd 14.03.12,	BC NO.BCCL/C&B/CAP/REG PN14/SN12/Ebc no.556 Dated 24.02.14(Cap 14-15),Head P&M/Unit code(system)GM(MM)Hq For Value: Rs 20,77,450.38 given by Chief Manager(F)Cost & Budget Dept,BCCL And corresponding e-FC No.204 dated 24.02.14 for Rs 20,77,450.38

COPY:BY AIRMAIL):M/S FHF Funke+Huster Fernsig GmbH,P.O.BOX:140166,D-45478,Mulheim an der Ruhr,Germany.(e mail:uwe.abethen@fhf.de)

1.GM(E&M)I/C, Koyla Bhawan

2. GM(F),MM , Koyla Bhawan.

3.CHIEF MANAGER(F)C&B, BCCL HQ, Dhanbad.

4.Depot Officer,Central Stores,BCCL,Ekra.

5.MM(Tech Cell), MM Div, Koyla Bhawan.

6.IEM: Justice Ashok Kumar Chakraborty (Retd),BB-69, Sector I Salt Lake, Kolkata – 700 064

7.GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL

8.MF/Office Copy

MT(MM)

Chief Manager(MM)

ANNEXURE-A

TECHNICAL SPECIFICATIONS

DGMS APPROVED SOUND POWERED MINING TELEPHONE:

- a) Intrinsically safe sound powered mining Telephone with no additional source energy.
- b) Point to Point communication system
- c) Frequency 300 to 3400 Hz
- d) Operating range 10Km or more
- e) Conforming to IS 5780-1980/ IS 5780-2002 & IS 13346-2004
- f) The built in receivers and microphone capsules be dynamic capsules with the latest quality of standard
- g) The high grade capsule & the generator should be built in a fracture and moisture proof plastic body
- h) It should be DGMS approved.

Following Documents will be submitted Alongwith the supply :

- 1) An attested copy of currently valid DGMS approval for Quoted SOUND POWERED MINING TELEPHONE.

Nooben
28/02/2014
MT(MM)

[Signature]
28/02/14
Chief Manager(MM)

