

	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, Dhanbad : 826005(Fax No- 0326-2230183)
<u>SUPPLY /</u> <u>PURCHASEORDER</u>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/111225/Multi gas detectors/11-12/Re/109 Dt.12.09.2012

To,
M/s Swati Safesecure Equipments (P) Ltd
901,Krushal Complex,
Above Shoppers stop,
GM Road, Chembur (W)
Mumbai- 400 089

Fax No:-022-66226692
VENDOR CODE:- 1/17/M/T/061

Sub. : This office Tender Enquiry No BCCL/PUR/111225/Multi gas detectors/11-12/re/07 due and opened on 19.06.2012
Ref. : Your offer No. SSSEPL/BCCL111225/MGDet/12-13/05 dated 11.06.2012 and subsequent correspondences on the above subject , your last letter dated 24.08.2012

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of 48 nos of DGMS Approved Multigas detectors at the following price, terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Description	Qty. (Nos)	Basic Unit Rate (Rs.)	Extended Value (Rs.)
1	DGMS Approved Multigas detector Model GasAlert Micro 5 IR for detection of Carbon Monoxide, Carbon Dioxide, Methane & Oxygen gases in Underground coal mines manufactured by M/S Honeywell International (India) Pvt. Ltd. , Gurgaon, Detailed specification placed at Annexure - " A "	48	186000.00	8928000.00
	CST @ 2 %			178560.00
	Packing Forwarding & Insurance			Inclusive
	Freight		930.00	44640.00
	Landed Value			9151200.00

2. Total Contractual Value : The total contractual value will be . Rs 91,51,200.00 (Rupees Ninety One Lakh Fifty One Thousand Two Hundred) only on F.O.R. Destination basis inclusive of all taxes , duties & charges as indicated above .

3. PRICE : FIRM & On F.O.R. Destination basis

4.E.D & Cess : Not Applicable, if applicable the same will be borne by firm .

5.CST : Will be paid as applicable . Quoted rate is 2% against issue of C form as indicated above.

6.Packing , Forwarding & Insurance : Inclusive

7.Freight : To be paid extra at actual subject to maximum of Rs.930/- Per piece as indicated above .

8.Payment Terms: 100% payment within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

9. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Swati Safesecure Equipments (P) Ltd 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 BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	Sidhi Apartments Tilak Road, Ghatkopar (E), Mumbai - 400077
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Account Type - Current
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	A/C No.4093002100020847

10.DELIVERY SCHEDULE:-- 50% within one month from the date of issue of supply order and remaining 50% within next two months. However , keeping in view of our urgency , earliest delivery will be appreciated .

Delivery period to be reckoned from 10th day of placement of order .

NOTE : Safe arrival of materials shall be your responsibility.

11. Performance Bank Guarantee – PBG on schedule/Nationalized Bank in India valid for life time of equipment (i.e. 05 years) for 10% value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

12. Security Money:- 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 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.**

13.Inspection: As per Annexure-“ A “ . Final inspection shall be arranged by the consignee after receipt of the material at our destination.

14.Transit Insurance – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

15. 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 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 canceling 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.

16. 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.

17. Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate , Price Certificate and other relevant documents as per supply order , should be submitted to the Paying Authority through Consignee only.

18. Guarantee /Warranty – Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and

acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

Name of Local Contact Person with complete address:-Mr Praveen Kumar Praveen
Manager(Mining Safety)
Mob:- 09693576968, 09771773870
Address:- M/s Swati Safesecure Equipments (P) Ltd
901,Krushal Complex,
Above Shoppers stop,
GM Road, Chembur (W)
Mumbai- 400 089

Regional Office:-
Gita Bhavan, Doctor's Colony
Jagjeevan Nagar, Saraidhela
Dhanbad, Jharkhand – 826001

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

20. Force Majure 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. Consignee – Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

22. Paying Authority- GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.

23. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

24. All disputes are subject to Dhanbad Court and Jharkhand High Court

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS
ALONG WITH SCOPE OF SUPPLY WILL BE STRICTLY AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

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

(M. Mehta)
Asst Manager(MM)

(A.K.Choudhary)
Chief Manager (MM)

INDENT & BC/FC REFERENCE:-

Indent no. and Date	Budget Certification & FC Details.
Indent No:- CGM(S)/2010-11 dated 29/03/2011	BC No:- Advance Budget Commitment for 2012-13 for Rs 1,12,32,000.00 vide record reference :BCCL/HQ/PP/FIN/Sr.M/CAP/12-13/P&M(S)/A-1/1 /Indent dt 06.02.2012 for Rs 1,12,32,000.00 (Rupees One Crore Twelve Lakhs Thirty Two Thousand) only
IR No:- 111225 (12-13) dated 18.02.2012	e-F.C. No. : BCCL/C&B/CAP/12-13/P&M(S)/HQ/A-1/1/80 Dt. 11/09/2012 of HOD (C&B), Koyla Bhawan

Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F) MM Div, Koyla Bhawan
3. GM I/C (S&R), BCCL, Koyla Bhawan
4. SM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
- 6 . Special Cell , CMPDILtd. , Gondwana Palace , Kanke Road ,Ranchi
- 7 . M/S Honeywell International India Pvt. Ltd.- In reference to your letter no HIPL/PC/011/220512/2012 dated 22.05.2012
8. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata – 700 064

ANNEXURE-“A”

Technical Specifications for DGMS Approved Multigas Detector

1. The word multigas detector wherever used in this specification shall mean multigas detector complete with individual rechargeable power pack. Complete multigas detector should be DGMS Approved.
2. The supplier shall have valid DGMS approval(main and extension thereof) on the date of opening of tender as well as on the date of supply of material to the consignee.
3. The DGMS Approval no should be marked/engraved/embossed on the body of multi gas detector.
4. The supplier shall submit duly notarized & self attested copy of the main DGMS approval as well as extension of the same, with the offer as well as the time of supply of the multigas detector.
5. The multigas detector without charger shall be portable, pocket size and display should be digital.
6. The samples of the supplied instruments shall be tested at CIMFR or any govt recognized test house for which cost will be borne by the supplier & if the test result is not satisfactory the whole lot will be rejected without making any payment for the lot.
7. After sales service along with calibration facility should be available locally at Dhanbad.
8. The instrument should be able to work effectively in atmospheric temperature up to 50 Degree C and relative humidity of 100%.
9. Qualifying Criteria for the NIT:- Only the firms having valid DGMS approval shall qualify.
10. It should be suitable for degree I,II & III.
11. It should be able to measure Methane, carbon monoxide, carbon dioxide & oxygen.
12. There should be audio-visual alarm arrangement for different gases at different threshold limits.
13. Party must have local establishment with sufficient number of technicians and sufficient number of quality spares to cater the need of after sales service.
14. Party must provide training for use of multigas detector at centralized place for users.
15. The multigas detector should have guaranty of 18 months from the date of supply or 12 months from the date of use.