



**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)

ORIGINAL BY REGD. POST.

**SUPPLY / PURCHASE ORDER**

Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only.

Ref. No. **BCCL/PUR/570173(10-11)/Sprs of BG-4EP Breathing Apparatus/SAFTY/MRS-Dhansar / 111**  
**Dtd. 10.08.2011**

To ,  
M/S Joshep Leslie Drager Mfg Pvt Ltd.  
12-F Everest House,46-c, Jawaharlal Nehru Road  
Kolkata-700071  
Fax-033-22889644

Sub: This office Tender No. **BCCL/PUR/570173(10-11)/Sprs of BG-4EP Breathing Apparatus/SAFTY/MRS-Dhansar /11 Dtd.23.04.2011, opened on 10.05.2011**

Ref: Your offer No.JLD/BCCL/TA/014/11-12/SR Dtd.05.05.2011  
and subsequent letters last letter Dtd.29.07.2011

Dear Sirs,

With reference to the above, we , for and on behalf of BCCL , hereby place **PURCHASE ORDER** on you for supply of following items as per rate , terms and conditions indicated below :

**1. SCOPE OF SUPPLY : Spares for Breathing Apparatus(15 items)**

*The detailed description along with specification / size / ratings of the items along with Qty. to be supplied , Unit Rate and Extended Value will be as under :*

SNo.	Name of Spare	Part No.	Qty	Rate/Unit	Total
1	Breathing Bag	R-33125	2	10605.00	21210.00
2	Valve Kit(Lower Spindle)	V-11016	30	2700.00	81000.00
3	Holding Clamp Min Valve	R-34569	3	2541.00	7623.00
4	Cannister Transulent	R-34367	3	41096.70	123290.10
5	Cylinder Belt(Holder)	R-33827	5	1832.00	9160.00
6	Dust Filter Pad 200x	R-35754	1Pkt(200)	30200.00	30200.00
7	Medium Pressure lone CPL	R-34276	2	4737.00	9474.00

8	Distribution Hose	R-34275	1	8767.00	8767.00
9	Sensor Unit	R-34139	1	69475.00	69475.00
10	Shoulder adjusting strap	3351020	4	3136.00	12544.00
11	Kit Hand Wheel	V-11177	10	1040.00	10400.00
12	Holder	R-34145	10	926.00	9260.00
13	Relief Valve Flap	R-33923	4	1428.00	5712.00
14	Relief Valve Spring	R-33668	4	377.30	1509.20
15	Angle Connector Metal	R-34332	2	2746.00	5492.00
		Total Basic Value			405116.30
		CST @ 2% against C Form			8102.33
		Landed Value			413218.63

(Rupees Four Lakhs thirteen Thousand Two Hundred Eighteen and paisa Sixty three only)

2. **TOTAL ORDER VALUE** : The total order value will be Rs. 4,13,218.63  
(Rupees Four Lakh thirteen Thousand Two Hundred Eighteen and paisa Sixty three only)

**PRICE:-** Firm & on F.O.R. Destination basis .

3. **Excise Duty & CESS** : At present not Applicable if applicable will be borne by the firm..

4**CST.** : Will be paid extra @ 2% ( as indicated above )

5. **Packing & Forwarding Charges** : Nil .

6. **Freight & Insurance Charges** : Nil

7. **Mode of Despatch** : By Road on F.O.R. Destination ,Freight paid basis

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

8. **Road Permit** : **Road permit , if required , may be obtained directly from the consignee under intimation to this office .**

9. **Delivery Period** : Supply to be completed within 18 weeks from the date of receipt of Order .

*However , keeping in view of our urgency, earliest delivery will be appreciated .*

*Delivery period shall be reckoned from the date of receipt of order .*

*Any increase in the rate of taxes & duties beyond delivery period will be to your account.*

10. **Consignee & Paying Authority** : Consignee & Paying Authority for this order will be as under :

Consignee	Paying Authority
The Depot Officer,Central Stores,Ekra,B.C.C.L.	The General Manager MRS Dhansar BCCL

11. **Payment Term** : 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

12. Submission of Bill : 100% value of bill duly stamped , signed & pre-receipted in quadruplicate , 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, Price Certificate , Copy of Inspection Note of CMPDIL ( If required ) and other documents as per order.

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

No payment will be made without submission of performance Bank Guarantee & security deposit , if covered in order .

13. Guarantee /Warranty :

The firm should confirm a warranty in respect of sub-standard materials, poor workmanship and faulty (excluding normal wear & tear) for a period of 12 months from date of fitment or 18 months from the date of receipt at consignee end whichever is earlier. Defective stores shall have to be replaced free of cost within a month from the date of claims.

14. 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 “

15. Security Deposit - Successful tenderer is required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad of 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and firm's performance is to be kept recorded for future dealings with them. The security money will be refunded to the firm within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.

16. Inspection – Final inspection shall be arranged by the consignee after receipt of the material at our destination.

17. Performance Bank Guarantee – Not applicable .

18. 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 this office .**

**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 you , as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk, 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

**19. 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.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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

This contract is concluded with the issuance of this order. Two copies of the order is being sent to you. You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

( Muni Lall )  
Asstt. Manager (MM)

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

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	Budget Certification no. & dt.
1 BCCL/GM(R)/ STORE/2010-11/02 Dtd.27.09.2010	F.C./MRS/11-12/STORES/14 Dtd.05.08.2011. Amount. Rs.4,13,218.63 (Rupees Four Lakh thirteen Thousand Two Hundred Eighteen and paisa Sixty three only)

Copy to:

1. Depot Officer, Ekra Central Stores.
2. G.M ,MRS Dhansar.
3. GM I/C(S&R), Safty Dept. Koyla Bhawan.
4. FM, MRS Dhansar.
5. C.M.(MM)(Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.

**Asst. Manager ( MM)**

**Chief Manager (MM)**