

	<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) Web site: www.bccl.gov.in</p>
SUPPLY /PURCHASE ORDER	Under Jurisdiction Of Dhanbad Court And Jharkhand High Court Only.

Ref # PUR/111026/FLP Well Glass /11-12/50/Safex/ 203

Dated: 29-01-2013

To

REG. POST

M/s Safex (India),
 Ashirwad Complex,
 PO-Nagnagar-826994
 Dhanbad (Jharkhand)

(FAX-0326-2293133)

VENDOR CODE : 1/13/M/X/087

Dear Sirs,

Sub: Tender #: PUR/111026/FLP Well Glass /11-12/50, Opened on 24-08-11
 Ref: Your Offer #: SI/BCCL/11-12/284 dated 24-08-2011 and
 subsequent correspondence on the above subject.

With reference to the above we are pleased to place our order on you for the supply of "**DGMS APPROVED FLP WELL GLASS LIGHT FITTINGS**" as per the rates, quantity and terms and conditions detailed hereunder:

1. SCOPE OF SUPPLY:

Sl. No.	Description	Qty.	Unit Basic Rate/.	Value (Rs.)
1	DGMS approved FLP Well Glass Light Fittings (With CFL Bulb-23 W)	381	9425.00	35,90,925.00
	E.D. & Cess @ 12.36%			4,43,838.33
	Sub Total			40,34,763.33
	VAT @ 5%			2,01,738.16
	Sub Total			42,36,501.49
	Packing & Forwarding @ Rs.285.00/No			1,08,585.00
	TOTAL LANDED VALUE			43,45,086.49
	CMPDIL Inspection Charge @ 0.8% of F.O.R. Destination value			34,760.69
	Service Tax on CMPDIL Inspection charge @12.36 %			4,296.42
	GRAND TOTAL LANDED VALUE			43,84,143.60
	Round Off			43,84,144.00

(Rs. Forty Three Lakh Eighty Four Thousand One Hundred Forty Four Only)
 (Detailed Technical specification will be as per Annexure "A" at Page : 7)

2. Price: FIRM and FOR destination

3. **Excise Duty and Cess**: Not Applicable. ,If applicable it will be borne by the firm.
4. **VAT**: Payable Extra as applicable within delivery schedule at actual on documentary evidence, Present rate of VATT is 5 % .
- 5 **Packing & Forwarding Charges**: NIL
6. **Freight & Insurance**: NIL.
7. **Payment Terms**: 100% payment shall be made within 21 days of receipt and acceptance of materials by consignee or from the date of receipt of bills, whichever is later.
8. **Delivery Period**:" . Supply will be completed within 03 months."

Delivery shall be reckoned from 10th day from the date of order and date of receipt of material at our store shall be treated as the date of delivery.

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

9. **Paying Authority**: General Manager (Finance), MM, L-III Commercial Block, Koyla Bhawan, BCCL, Koyla Nagar, Dhanbad, Jharkhand. PIN: 826 005.
10. **Consignee**: Depot Officer, Ekra Central Stores, BCCL, At & PO Bansjora Dhanbad, Jharkhand ,Pin Code: 828 101.
11. **Submission of Bill** : 100% value of bill duly stamped, signed & pre-receipted to be submitted 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, Price Certificate , Copy of Inspection Note of CMPDIL 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.

The information contained in the in-voice issued by you must contain information as per

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	<i>SUPPLIER</i>	<i>CONSIGNEE</i>
Name & Address Of Area:		Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306
Tin No.:		20821500736
JST No.:		KT – 651 (R)
CST No:		KT – 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02
Division (Code		Dhanbad - Code - 02
Commissionerate (Code):		Ranchi - Code - 87

PARTICULARS OF BANK ACCOUNT:		M/s Safex (India),C-12, Ashirwad Complex , PO-Nagnagar-826994 Dhanbad (Jharkhand)
Name of the Bank.		ALLAHABAD BANK
Name of the Branch with complete address		Park Market, Kutchery Road, Hirapur, Dhanbad
Party's Account Style.	SAFEX (India)	Party's Account Style.
Party's nature of Account.	Current Account	Party's nature of Account.
Party's Account Number.	20989667764	Party's Account Number.

12. Guarantee /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 dispatch, 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 bidder 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 lie with the supplier and the cost for such collection

13. 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 “

14. Security Deposit - Exempted, NSIC registered

15. INSPECTION – Pre-dispatch inspection of each consignment shall be carried out by M/s.

Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/S CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows

Checking and approval of test procedures/quality assurance plans. Verification of records and documents of your works. Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost. Final testing and checking of materials as per specifications. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 0.80% of total F.O.R. Destination price with service Tax of 12.36%, is to be paid to M/s.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s.CMPDIL for arranging inspection within valid delivery period as per contract. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications. The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional Office as indicated above. Final inspection shall be arranged by the consignee after receipt of the material at our destination. 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 shall be arranged by the consignee after receipt of the material at our destination.

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.

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 (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be 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.

17.. 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 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 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.

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 other 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 offers to 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.

Force Majeure Conditions - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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.
- b) For delay arising out of Force majeure, the bidder will not claim the 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 cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

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 .

Encl: Format of Performance Bank Guarantee

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

(Niraj Kumar)
Manager (Excvn.) (MM)

(A.K. Choudhary)
CM (MM)

Indent # And Date	Budget Certification And Date
BCCL/CGM(E&M)/F-Central Indent (Elect)/2010-11/029 dated 21-01-2011 IR No & Date :- 111026 (11-12) dated 18-04-2011	e-BC No. BCCL/C&B/Cap/12-13/2/P&M/HQ/10/184/399 e-BC dated 22/24-01-2013 For Rs. 43,84,144.00 e-FC No. 160 dated 24-01-2013 For Rs. 43,84,144.00

- Cc to:
- 1. CGM (E&M), BCCL, Koyla Bhawan.
 - 2. GM (Finance), MM, BCCL, Koyla Bhawan.
 - 3. Depot Officer, Central Store, Ekra, BCCL.
 - 4. CGM (E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi.
 - 5. Technical Cell, MMD, Koyla Bhawan
 - 6. Sri D. Bandopadhyay, IAS (Retd), GD -89, Sector III, Salt Lake, Kolkata – 700 016
 - 7. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
 - 8. CGM (MM)/GM (MM): SECL/ CCL/ WCL/ MCL/ ECL
 - 9. M/s Safex (India), Ashirwad Complex,PO-Nagnagar-826994

ANNEXURE-“A”**SPECIFICATION FOR FLP WELL GLASS LIGHT FITTING
FOR U/G COAL MINES**

This specification covers the requirement for FLP Well glass light fitting in cast iron construction. FLP Well glass light fitting must be DGMS approved. These fitting should be suitable for Group 1 mines. The FLP Well glass light fitting should be suitable for 110/125 Volts A.C. supply. 23 W CFL (Energy saving lamp) should be fitted in these fitting. These DGMS approved fittings should be with twin cable termination with compound filling arrangement. The standard shall comply with the requirement of BIS 2148.

Following documents will have to be submitted at the time of supply:

- 1) An attested copy of currently valid DGMS certificate for above.
- 2) An attested copy of currently valid BIS 2148 latest amended if any.

DELIVERY PERIOD:- Within three months .

Others criteria as per NIT.

FORMAT OF PERFORMANCE BANK GUARANTEE
(On a Non-Judicial Stamp Paper of Rs.250)

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a Contract
No.-----dt.----- (hereinafter called the said Contract) with Bharat
Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the
said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be
made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee
for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by
the seller as security for the due and faithful performance of the terms of the said contract and against any loss
or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or
conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to
give the guarantee herein after contained.

2. We,----- Bank Ltd. do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by
way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by
the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure
to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due
and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller
has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or
legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under
this guarantee shall be restricted to an amount not exceeding -----.

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come into
force from the date hereof and shall remain in full force and effect during the period that would be taken for the
performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase
under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the
terms and conditions of the said contract have been fully and properly carried out by the said seller and
accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing
on or before the ----- (date to be given-----months from the date of Bank Guarantee) we shall
be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our
consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions
of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for
any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to
forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from
our liability by reason or any such variation or extension being granted to the said seller or for any forbearance
act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such
matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an
relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not
extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of ---
----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the
previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager , who has
signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the
Contractor.

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person
for and on behalf of the Bank