



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.
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Ref. No. PUR/570001/LED Cap Lamp/E&M/11/E-Tender/F.P.Udyog/115

Dt.11/08/2011

To ,

M/S Flame Proof Udyog Pvt. Ltd. , VENDER CODE : 1/21/M/S/010
Sector – B , Plot No. 106 ,
Sirgitti Industrial Area ,
Bilaspur – 495 223 (C.G.)

Sub : This office Tender No. :

PUR/570001/LED Cap Lamp/E&M/2010/E-Tender/16 Dt. 09/05/11

Due & Opened on 20/06/11

Ref: Your offer no. FUPL/BCCL/11-12/27 Dt. 18/06/11 & Subsequent
correspondence on the above subject .

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:DGMS APPROVED LED CAP LAMP &
CHARGING RACK “**

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

SN	Description	Qty.	Unit Basic Rate (Rs)	Extended Value
1	Light weight Intrinsically safe cum weather proof and portable miners cap lamp complete with LED light source and Li-ion Battery . Detailed specification as per Annexure 'A'	4920	3440.00	16924800.00
	Charging Rack each of 120 lamps . Detailed specification as per Annexure 'A'	41	38300.00	1570300.00
	Sub Total			18495100.00
	E.D. & Cess @ 10.30 %			1904995.30
	Total			20400095.30
	CST @ 2%			408001.91
	Landed Rate on F.O.R. Destination basis			20808097.21

2. TOTAL ORDER VALUE : The total order value will be Rs. 2,08,08,097.21 (Rupees Two Crore Eight Lakh Eight Thousand Ninety Seven and Paise Twenty One) only
on F.O.R. Destination basis .

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3. Excise Duty & CESS : To be paid at actual on documentary evidence . Present rate indicated above .
4. CST : CST will be paid at actual against issue of form ' C ' by consignee. Present rate indicated above .
5. Packing & Forwarding Charges : Nil .
6. Freight & Insurance Charges : Nil .
- Other Statutory payment ,if applicable , at the time of supply within delivery period ,will be paid extra at actual .
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 : Commencing within 6-8 weeks from the date of receipt of order and to be completed within 3 months thereafter .
However , keeping in view of our urgency, earliest delivery will be appreciated .
Delivery period shall be reckoned from 10th day of placement 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 (F)(MM) , Purchase Finance , Koyla Bhawan , B.C.C.L. , Dhanbad

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 .

Your Bank Details :
 Current Account
 A/C No. : 30251593851 of State Bank Of India , Bilaspur (Chattisgarh)

13. Guarantee /Warranty : As per Annexure ' A '
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 “

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15. Security Deposit - 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.

16. Inspection – : 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.

17. 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.

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

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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.

Encl. : Technical Specification Annexure " A "

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Muni Lall)
Asst. Manager (MM)

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

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.
BCCL/CGM(E&M)/F-C.Indent/11-12/103(revised) Dt. 25.03.2011	BCCL/C&B/BE/11-12/77 Dt. 10/08/11 for Rs. 4,21,23,708.98 A/C - Cap ; Code - 7615

Copy to

1. Depot Officer, Ekra Central Stores.
2. G.M.(F)(MM), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. C.M.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. GM(MM) CCL/ECL/SECL/MCL/WCL
6. Master File/Office Copy.

Copy also to

SHRI D Bandaopadhyaya IAS (Retd)
GD-89, Sector-III, Salt Lake, Kolkata-700016

ANNEXURE-“A”

TECHNICAL SPECIFICATIONS

A. For cap lamp complete:

1. Cap lamp assly. shall consist of maintenance free Li-ion battery + cable + head piece and shall conform to IS 5780-2002. The cap lamps shall be type tested at CMRI, Dhanbad and shall be DGMS approved type for use in underground coal mines. Valid DGMS approval, BIS license and CMRI test reports should be submitted along with supply.
2. It should be portable having total weight (Li-ion battery + cable of 1.25 to 1.35mtrs length + head piece) not more than 700grams and fit for clipping to safety helmet.
3. It should have uniform illumination of not less than 1500Lux throughout the operation
till 10hrs after switch ON.
4. Each cap lamp should be legibly marked with the following:
 - a) Name of manufacturer.
 - b) Model and serial no.
 - c) Month & year of manufacture.
 - d) DGMS approval no.
 - e) ISI certification marking.
 - f) BCCL
5. Firm should submit technical catalogue and spares list along with offer and operational & maintenance manual with supplies.
6. Firm should give training to BCCL persons for operation & maintenance of the cap lamps
and charging racks.

B. Cap Lamp Charging Rack:

The Charging rack shall be designed for multi charge of Li-ion battery of 120 Cap lamps on constant current and constant voltage charging. The charger rack shall be made of double face with 1.0mm thick CRCA plate (Cold Rolled carbonized & Annealed). On the upper portion of charger rack there shall be digital indicators to know the input & out put voltage and input & out put current. Protections like Input over current & under voltage protection and out put over current & over voltage protection shall be provided.

The charger shall be protected against over voltage of 280 Volts and lower voltage of 70 volts by cutting OFF the Mains Power and when power restores normally back to 85 to 265 volts, the charger should get ON automatically.

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The charging circuit shall be such that, it automatically monitors and controls the charging process. The constant current is about 800 milliamps for each battery and constant voltage is about 5Volts, charging time shall be between 8 to 10 hours. At the beginning of the charging, it shall have constant current charge at 800 milliamps for each battery, and the charger indicator is Red colour. When charging voltage reaches 5 volts, automatically it should turn to constant voltage charging and current starts decreasing step by step. When the battery is fully charged, it should automatically stop charging and charge indicator should display Green.

Charger Input	:	85 to 265 Volts, 1-Phase AC
Frequency	:	50 Hz
Out put Voltage	:	5 Volts DC
Out put Current	:	800 mA

Guarantee/warranty:

The cap lamps and the Charging racks should stand guarantee/ warranty for two years (24 months) from the date of commissioning.

IMPORTANT :

The supplier must ensure best after sales & service. The firm shall take up the installation and commissioning of cap lamps and charging racks.

Asst. Manager(MM)

Chief Manager (MM)