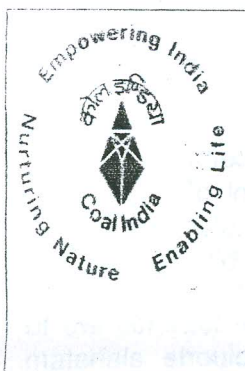


Teln. cell



(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

6, Lyons Range, 4th Floor, Purchase division,
Kolkata-700001 (West Bengal)

OFFICE OF THE CHIEF MANAGER (MM)

Phone No. 033-22304975; Fax No. 033-22304928

Web site no: www.bccl.gov.in

SUPPLY / PURCHASE ORDER

Under jurisdiction of Dhanbad Court and
Jharkhand High Court only.

Ref no: KOL/72/ Fully Moulded Mining Shoes/2014/ 09

Date: 22.05.2014

M/s. M/s Hindusthan Mercantile Company

144/145, J N Mukherjee Road, Plot No.48

Near Saktipir, Ghosury, Howrah – 711107.

Contact Person: Mr. Kajal Banerjee

Contact No: 9431168541

BY REGISTERED POST

CATEGORY : Dealer

(Old Vendor Code No: 929997)

(New Vendor Code No: 1/12/D/T/261)

Sub: Supply of DGMS approved Fully Moulded Rubber
Canvas Mining Shoes.Ref: BCCL Rate Contract No: KOL/72/UB-JC/Mining
Shoes/RC/ADVT/2011/632 DT.18.10.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of Fully Moulded Rubber Canvas Shoe as per IS:
3976/ 2003 with latest amendment bearing ISI certification marked and DGMS approved
against above Rate Contract. The details are as under:-

1. SCOPE OF SUPPLY

Item	Qty.	Rate/ Pair	Basic Value
1. "DUCKBACK" Brand Fully Moulded Rubber Canvas Boots and its various components shall conform to relevant Indian Standard as per IS: 3976:2003, with latest amendments, if any for 'Protective Rubber Canvas Boots for Miners, Type-2, Direct/Fully Moulded Construction' with ISI Marked and approved from DGMS. Dhanbad Detailed technical specifications & size wise break up shall be as per Annexure-'A'.	47937 Pairs (In assorted sizes 5 to 10)	Rs.283.94	Rs.13611231.78
against Form C – Inspection charges @1% on FOR value- Service charge @12.36% on Inspection charges- Total -			Rs. 272224.63 Rs. 138834.56 Rs. 17159.95 Rs.14039451.02 Rs.14039451.00
		Say	

(Rupees One Crore Forty lakh Thirty Nine thousand Four hundred fifty One only)

TERMS & CONDITIONS:

1. **Payment Terms:** 100% payment shall be made within 21 days from the date of receipt and acceptance of the materials at site by the consignee or from the date of receipt of Supply Bills, whichever is later. The payment may be made through Electric Fund Transfer (EFT), for which you are required to intimate your EFT account details in your supply bills to paying authority.

2. **Prices:** FIRM and FOR destination basis.

3. **Excise Duty:** Not applicable.

4. **Central Sales Tax:** CST extra @2% or as applicable at the time of supply against form 'C'.

5. **DELIVERY SCHEDULE:** -- 36000 pairs (in assorted size) to be supplied positively within 3(Three) months and balance 11937 pairs(in assorted size) within 06(Six) months both lots from the date of receipt of Purchase 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.

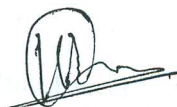
Any increase in the rate of taxes & duties beyond delivery period will be to your account.

6. **Security Money:** - You are requested to furnish a sum of Rs.1403945.00 by way of Demand Draft payable at Kolkata or through a Bank Guarantee (Format as per Appendix-II) of any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" as Security Deposit within 15days which will be refunded after satisfactory completion of the order, otherwise order shall be cancelled and your performance shall be kept recorded for future dealings with you. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited.

7. INSPECTION & TEST:

Pre-despatch Inspection shall be carried out by CMPDIL. Inspection fees @1% of the FOR destination price plus 12.36% service charge on Inspection Fees shall be payable. Initially to be paid by the vendor along with their Inspection call, which shall be subsequently reimbursed by BCCL along with their supply bills. Final inspection at Consignee's end. However, instead of CMPDIL inspection, other clauses under inspection and test will be as per SECL's R/C.

8. **PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Bank Guarantee as per Appendix-I enclosed on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period as at Annexure-'A' 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, 6, Lyons Range, 4th Floor, Kolkata-700001 on commencement of supply. PBG may be submitted either for the entire order quantity at a time or each lot wise.



9. PENALTY FOR FAILURE TO SUPPLY IN TIME

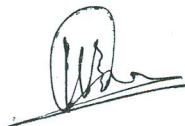
The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

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.

10. 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.



11. Submission of Bills-

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 delivery challan in original, Consignment note (if any), packing list if any, Guarantee/ Warranty certificate, fitment/Test certificate if required, Copy of valid BIS license, Copy of valid DGMS approval including brand name 'DUCKBACK', Price Certificate, Copy of Inspection Note of CMPDIL and other relevant documents, as per order.

12. COMPOSITE GUARANTEE / WARRANTY: As per Annexure -"A" enclosed.

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. Packing – Stores should be properly packed and supplier shall be held responsible for the stores not being sufficiently and properly packed for transport by road so as to ensure that they reach their destination safely without any damage.

15. Mode of dispatch: The consignment should be dispatched by road transport on freight paid basis under intimation to the consignee as well as to this office. Supply points are West Bengal, Ranchi, Delhi and Bahadurgarh.

16. Force Majeure Clauses –

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 cessation 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.



17. **Consignee** – Depot Officer, Ekra Central Stores. Block-II Area, BCCL, Dhanbad, Jharkhand.

18. **Paying Authority**- Chief Manager (F), BCCL, Kolkata.

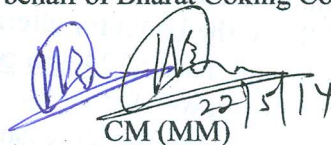
19. **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

20. **Issue of Road Permit** - Road Permit if required may be obtained directly from the Consignee under intimation to this office.

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER R/C.

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.


CM (MM)

INDENT REFERENCE

Sr.No	Indent no. And Date	BC & FC No. & date	Indenting Authority
1	MB/02/14-15 dtd.08.05.14	BCCL/BC/PUR FIN/Stores Budget/Ad hoc/2014-15/36dt.30.04.2014 Other Stores UG for Rs.14039451/= FC No:BCCL/PUR FIN/FC/63dtd.21.5.14 For Rs. 14039451/= Other Stores (UG) 14-15	GM(MM)S, Koyla Bhavan,Dhanbad.

Copy to:

1. GM (MM),BCCL, Koyla Bhavan, Dhanbad.
2. GM(S), BCCL, Koyla Bhavan, Dhanbad.
3. GM (I/C) (S&R), BCCL, Koyla Bhavan, Dhanbad.
4. Chief Manager (F), BCCL, Kolkata.
5. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
6. GM(E&M)Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008.Fax No.0651-2231851-With request to arrange immediate inspection on receipt of inspection call from the firm.
7. MM (Tech Cell), MM Div, Koyla Bhawan, Dhanbad
8. M/s. Bihar Rubber Industries, Kokar Industrial Area, Kokar, Ranchi.
9. Master File/Office Copy.

ANNEXURE "A"

**TECHNICAL SPECIFICATION OF DGMS APPROVED FULLY
MOULDED RUBBER CANVAS BOOTS**

General Technical Specification:

1. The miners' safety boots and its various components shall conform to relevant Indian Standard as per IS: 3976:2003, with latest amendments, if any for 'Protective Rubber Canvas Boots for Miners, Type-2, Direct/Fully Moulded Construction' with ISI Marked.
2. The sole and heel of the boot must confirm to the following additional conditions :
 - a. Polymer content not less than 50%.
 - b. Zinc Oxide content not less than 3%.
 - c. Carbon black content not less than 23%.
3. Protective steel toe cap for industrial protection shall be conforming to the definition of safety boot to withstand impact of 200 joules in accordance with IS: 15928 (Part-I):2002.
4. Two pairs of detachable insole of drill (cotton) with rubber sponge and total thickness of 2mm. is to be provided in the boots for alternate use in wet condition.
5. Nylon reinforcement (having mass of 240gm per sq.mtr. and minimum breaking strength of 300kgf at warp and weft) at vamp of the upper is to be provided to enable to withstand extra flexing at vamp for increasing maximum working life.
6. Minimum no. of flexes required is 1, 25, 000 as per IS: 15298(Part-I) :2002.
7. Polyester blended lace having breaking strength of 60Kgf with plastic tip to be provided to extend working life in moist condition.
8. The inner lining of upper shall be made of polyester and cotton blended drill to meet abrasion in moist condition and increase working life.
9. All rubber components other than sole and heel must have minimum 40% polymer content.
10. All rubber components must have clear abrasion test as per IS: 3400(Part-3):1987. The relative volume loss in such test must not exceed 150 cub.mm per 1000 revolutions. Abrasion Resistance index shall be minimum 75 for rubber of outer sole and heel.
11. Additional strip of canvas shall be provided immediately below the back of steel toecap.
12. Identification marks: Manufacturer's symbol, size of shoes shall be embossed on the sole of every footwear so as to enable proper identification during entire period of use. Further cloth stickers shall be stitched at any part of the shoes giving manufacturer name, month/year of manufacture, which should last till life of shoes. These embossing/stickers are in addition to the statutory marking. All the shoes shall be embossed with ISI mark and seal of DGMS approval at a suitable visible place, which is not subject to wear and tear.
13. You shall submit test report from government test house / government recognized test house conforming to IS: 3976/2003 or any other IS Number suggested by DGMS with every lot of supplied material.



14. During the normal supplies from Vendors, random joint sampling and their testing would be carried out. The cost of one such testing will be borne by the supplier. In case the supplies are found not conforming to IS: 3976/2003 or any other IS Number suggested by DGMS, the respective lot will be rejected and the management of BCCL may cancel any further supply.
15. You shall submit copy of valid main DGMS approval and extension thereof & copy of valid BIS License at the time of supply of the material to Central Store, Ekra.
16. Guarantee/Warranty – The Canvas Boots supplied by the party shall be guaranteed for 12 months from the date of use/issue to the ultimate user or 18 months from the date of supply whichever being earlier.

17. Size wise Break up :-

Size	Material Code No	Quantity in pairs
05	93070640023	327
06	93070640042	12803
07	93070640054	18680
08	93070640066	12173
09	93070640078	3143
10	93070640081	811

Total :-47937 pairs



Appendix-I

FORMAT OF PERFORMANCE BANK GUARANTEE

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 relieved 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



Appendix-II

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
6, Lyons Range, 4th Floor,
Kolkata-700001.

In consideration of M/s Bharat Coking Coal Ltd. having its office at 6, Lyons Range, 4th Floor, Kolkata-700001 hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the Bank Limited do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. We, the Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract 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 supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so 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 the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

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.

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

Dated day of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank

