

भारत कोकिंग कोल लिमिटेड एक मिनीरत्न कंपनी (कोल इंडिया लिमिटेड का एक अंग) सामग्री प्रबंधन विभाग कोयला भवन, कोयला नगर धनबाद-826 005 सी.आइ.एन:यू.10101जे.एच.1972जी.ओ.1000918		Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department Koyla Bhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918
SUPPLY / PURCHASE ORDER		

Ref no: BCCL/PUR/519008/Gumboot/19-20/OTE/111

Date: 11.12.2019

By registered post

To,
 M/s. Arvind Footwears Private Limited,
 C 35 MIDC Industrial Area,
 Ahmednagar- 414111
 Maharashtra, India

Category: Manufacturer/NSIC
 PAN No: AABCA4771A
 GSTIN: 27AABCA4771A1Z3

Sub: Supply of PVC Gumboots of various sizes.

Ref: BCCL E-Tender No: BCCL/PUR/519008/Gumboot/OTE/18 opened on-line on 24.07.2019
 against our Tender Id No: 2019_BCCL_142740_1.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order on you for supply of stores as per the following price, terms and Conditions:-

1. SCOPE OF SUPPLY

SL NO.	DESCRIPTION	QTY.	Basic Price per pair (in Rs)	TOTAL VALUE
1.	PVC Gumboots as per technical specification of Annexure-A Size No. 5 : 783 pairs Size No. 6 : 1678 pairs Size No. 7 : 1846 pairs Size No. 8 : 1595 pairs Size No. 9 : 308 pairs Size No. 10 : 140 pairs Total: 6350 pairs HSN Code: 64011090 Make & Model: Tarzan	6350 pairs	294.48	1869948.00
IGST @ 5%				93497.40
Sub-total				1963445.40
CMPDIL Inspection charges @1%				19634.45
GST on inspection charge @18%				3534.20
Total				19,86,614.05

(Total contractual value: Nineteen lac eighty six thousand six hundred fourteen rupees and five paise only)




TERMS & CONDITIONS:

1. **PAYMENT TERMS:** 100% 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.

2. **PRICES:** FIRM and FOR destination basis; Packing & Forwarding charges: Nil; Freight charges: Nil.

3. **GST:-** (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 5%.

(b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.

(c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

(d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.

(e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.

(f) E-way bill, if required, shall be arranged by you.

(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).

4. **DELIVERY SCHEDULE:-** Delivery to be completed within 3 months from the date of receipt of supply 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.

5. **SECURITY MONEY:-** You are requested to furnish a sum of Rs. 1,98,662.00 by way of Bank Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad or through a Bank Guarantee (as per Annexure-I enclosed) of any scheduled bank drawn in favour of Bharat Coking Coal Limited as security Deposit 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.

6. **INSPECTION – Pre-despatch Inspection** shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% or as applicable on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials by GM(S&R)/I/c, BCCL or their authorized representative (Annexure-III).

7. **PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Bank Guarantee as per Annexure-II enclosed 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 submitted to MM Division, KoylaBhawan, BCCL Dhanbad-826005 on commencement of supply. PBG may be submitted either for the entire order quantity at a time or each lot wise. This Performance Guarantee shall be as coverage towards the supplier's performance against the contract performance of the Contract /Supply Order. No payment will be made without submission of Performance Bank Guarantee. If delivery period of supply is extended by any reason, the validity of BG would be extended correspondingly.

8. **TRANSIT INSURANCE–** Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

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.

The supplier has undertaken in their offer that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the supplier to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the supplier to the BCCL, if the contract has already been concluded.

11. SUBMISSION OF BILLS- 100% value of bill duly stamped, signed & pre-receipted in six copies, as per terms of the order should be submitted for payment to the paying authority through consignee.

Bill should be submitted along with receipted delivery challan in original, Consignee note (if any), Packing list if any, Guarantee/ Warranty certificate, BIS License, Test Report, Price Certificate, Copy of Inspection Note and money receipt of CMPDIL and other relevant documents, as per order should be submitted to the Consignee for payment through Paying Authority.

NB: all documents to be submitted shall be authenticated.

12. GUARANTEE /WARRANTY-The PVC Boots supplied by you shall be guaranteed for 12 months from the date of use/issue to the ultimate user or 18 months from the date of receipt and acceptance of material at ultimate destination whichever is earlier. In the event of any defects in materials design and workmanship during the aforesaid period, the defective Gumboots will be replaced by the supplier within 15 days of intimation from the consignee without any extra cost to BCCL. All cases of warranty replacement will be decided on the basis of joint inspection of the failed item held between the user and manufacturer or his representative.

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** - Consignment shall be supplied in suitable standard proper packing as per NIT.

15. 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 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.

16. **CONSIGNEE** – Depot Officer, Ekra Central Stores. P.O:- Bansjora, BCCL, Dhanbad-828101, Jharkhand, India

17. **PAYING AUTHORITY**- HOD(F)MM, BCCL, Koyla Bhawan,Dhanbad.

18.**PLACE OF DISPATCH**: AHMEDNAGAR STATE- MAHARASHTRA


19. E-way bill, if required, shall be arranged by you.


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

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our NIT and as confirmed in your techno-commercially acceptable offer & as per company norms.

This purchase order/contract is concluded with the issuance of this order. Supply order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution. This issues with the approval of the Competent Authority.

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


(Rohit Kumar)
Asst. Manager(MM)


(Ramesh Kumar Singh)
Chief Manager(MM)

INDENT REFERENCE:

Sr. No	Indent No & IR No and Date	Budget Certification no. & dt.	Indenting Authority
1	Indent No. MB/11(B)/19-20 Dated 11.04.2019; IR no. 519008 Dated 14.05.19.	BC No: BCCL/HQ/PUR.FIN/Store Budget/Rev Bud/19-20/Other stores UG/08 dated 06.05.2019 and e-BC No: 39 dated. 06.05.19 FC no: BCCL/PUR.FIN/FC/33 dated. 27.11.19 and e-FC no: 321 dated. 27.11.19 for Rs. 19,86,614.00.	GM(MM), BCCL Dhanbad

SI No	Material Code	Description	Quantity
1	93070650035	GUM BOOT SIZE NO.5	783
2	93070650047	GUM BOOT SIZE NO.6	1678
3	93070650059	GUM BOOT SIZE NO.7	1846
4	93070650062	GUM BOOT SIZE NO.8	1595
5	93070650074	GUM BOOT SIZE NO.9	308
6	93070650082	GUM BOOT SIZE NO.10	140
		Total	6350 Pairs

Enclosure:

1. Annexure-A: Technical Specification
2. Annexure -I: Format of Bank Guarantee for Security Deposit
3. Annexure -II: Format of Performance Bank Guarantee
4. Annexure -III: PRE-DESPATCH INSPECTION CLAUSE

Copy to:

1. GM (MM), KoylaBhavan, BCCL,Dhanbad.
2. GM (S&R)I/c,KoylaBhavan, BCCL, Dhanbad.
3. HOD(F)MM,KoylaBhavan, BCCL,Dhanbad.
4. Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad, Jharkhand, India.
5. MM (Tech Cell), MM Div, KoylaBhavan, BCCL, Dhanbad.
6. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
7. Master File/Office Copy.




Annexure-A

TECHNICAL SPECIFICATION OF PVC GUMBOOTS

1. The PVC GUMBOOT shall conform to DGMS Circular (Approval) No-13 dated 04/06/2015 or revised guideline by DGMS.
2. The PVC GUMBOOT shall conform to relevant Indian Standard IS: 15298(Part-2):2002 with latest amendment.
3.
 - a. Material of construction- polyvinyl chloride
 - b. Colour- Black
 - c. Shape- knee type
 - d. Type – fabric type
 - e. Steel Toe cap conforming to type-2 of IS: 5852-2004
4. Each gumboot is marked with manufacturer name/brand, date of manufacturer, Safety or protective boot, BIS standard, BIS License number with relevant IS number to be made inside of tongue or at the top outer face of the boot so that least damage during mining operation occurs.
5. All the supplies of Gumboot shall be made packed in gunny/plastic bags ensuring that materials are not damaged in transit. Safe delivery of the materials up to destination shall entirely be the supplier's responsibility.
6. The bidder shall submit duly notarized & self-authenticated copy of Valid BIS License and test report from Govt./Govt. approved Test house conforming to IS: 15298(Part-2):2002 or latest amended along with each lot of supply.
7. During the normal supplies from vendor, random joint sampling and their testing would be carried out at Government test house/Govt approved laboratory. The cost of such testing will be borne by the Supplier. In case the supplies are found not conforming to IS: 15298(Part-2):2002 and DGMS circular (approval) No. 13 dated 04/06/2015 or revised, the Respective lot will be rejected and the management of BCCL may cancel any further supply.

Guarantee/Warranty– The PVC Gumboots 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 receipt and acceptance of material at ultimate destination whichever is earlier. In the event of any defects in materials design and workmanship during the aforesaid period, the defective Gumboots will be replaced by the supplier within 15 days of intimation from the consignee without any extra cost to BCCL. All cases of warranty replacement will be decided on the basis of joint inspection of the failed item held between the user and manufacturer or his representative.



ANNEXURE- I
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
KoylaNagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at KoylaBhawan, Koyla Nagar, Dhanbad 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(Name of the Bank) 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(Name of the Bank) 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 (Name of the Bank) 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 (Name of the Bank) 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :
Name of the Branch :
Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196

Datedday of
For Bank

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.

ANNEXURE- II
FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
---dt.------(hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the
given.------(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,----- (Name of the Bank) 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,----- (Name of the Bank) 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 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-----period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., (Name of the Bank) 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 ,----- (Name of the Bank) 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :

Name of the Branch :

Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode platform are furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

Datedday of

For Bank

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.



ANNEXURE-‘III’

PRE-DESPATCH INSPECTION CLAUSE

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 here under:

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.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levies like GST etc, as applicable on inspection fee) is to be paid to M/s.CMPDIL along with inspection call letter payable by SBI Collect as per enclosed Appendix- III(a) which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days' notice shall be given by the manufacturer 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 the manufacturer 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 per appendix-III (b).

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.

FOR AND ON BEHALF OF BCCL



Appendix- III (a)

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:-

i. Visit CMPDI site (www.cmpdi.co.in).

ii. Click on the link of State Bank Collect to pay Inspection Fee

iii. Click the acceptance of terms & conditions and then click the proceed button.

iv. Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press go button.

v. Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.

vi. Next page will open, requesting to select the payment category. Here you select *"INSPECTION FEES"*.

vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.

viii. After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press *cancel*. If you press *Confirm* then you will be transferred to next page where payment option will appear.

ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.

x. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.

xi. After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.

Xii. The inspection call is required to be submitted online on the email id gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in in the following manner:

- a) A Covering letter on your letter head giving the details of inspection.
- b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
- c) Copy of e-money receipt for the PDI Fee deposited online.
- d) Copy of the respective complete supplied order against which inspection call is raised.

All the above four documents are to be submitted in separate PDF files.

Xiii. Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the email id: hqfinance@yahoo.com, with a copy to Sandeep.aru@coalindia.in

Note: - The facility for submission of PDI Fee on State Bank Collect will be available from 1st to 25th of every month.



Appendix-III(b)

To

The General Manager (E&M),
CMPDI Ltd.
Gondwana Place, Kanke Road
Ranchi 834031
(Ph 0651-2230876, Fax 0651-2230127)

INSPECTION CALL
(To be typed in Company's Letter Head)

Name of Subsidiary Company of CIL	Inspection Call Ref No. & Date:
Manufacturer's Name with Address & Tel/Mobile phone No.:	P.O. No./R.C. No./Amendment/etc.: Date
Contact Person Details: • Tel. /Mobile Phone No.: • email id:	Status of supply order: Running Order/ New Order: (Please tick the appropriate one.)
Place of Inspection:	Brief Description of Material :
Qty. of Offered Material:	Value of Offered material: Basic Value: Consignment Value: (Including of all Taxes, packing & forwarding charges, Transit insurance, Freight etc.)
Date of readiness of Material: Proposed date of Inspection:	
1) Inspection Fee @1% of Consignment Value :Rs..... 2) GST as applicable on the date of submission of PDI Fee: Total (1+2):	Details of e-receipt payment generated after paying the inspection Fee on SB collect: 1. e-receipt no.: 2. Date:..... 3. Amount in
<p>Note:</p> <ol style="list-style-type: none"> Inspection fee and service charges is being sent on email id: gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in Copy of Purchase order to be enclosed with inspection call. 	

Signature with seal




ANNEXURE- II

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
-----dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the given.----- (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,----- (Name of the Bank) 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,----- (Name of the Bank) 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 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-----period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., (Name of the Bank) 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 ,----- (Name of the Bank) 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :
Name of the Branch :
Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode platform are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196

Datedday of
For Bank

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.