



Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post: BCCL Township,
DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN no. U10101JH1972GOI000918

Email: gmmm.bccl@coalindia.in

(UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY)

ORDER NO. BCCL/PUR/RC/ Safety Boots /20-21/32 /90/21-22/05

DT.26.06.2021

BY REGD.POST / SPEED POST

To

M/s Hindusthan Trade Agency 1 R N Mukherjee Road 5th Floor Rm No 19 Kolkata 700001	Manufacturer-MSE
	(Vendor Code- 1/19/M/S/030)
	GSTIN No- 19AABFH6152P1ZX
	PAN no- AABFH6152P
	Email- ambition71@hotmail.com

Sub: Order for Supply of Safety Rubber Canvas Boots/Shoes of various sizes as per IS:3976:2018

Ref. i) Our RC No- BCCL/PUR/RC/ Safety Boots /20-21/32 /90 dated.08.01.2021 valid for 2 years with
offtake value of Rs 2.96 crores

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL hereby place Purchase order on you for supply of
Supply of Safety Rubber Canvas Boots/Shoes of various sizes as per IS:3976:2018 as per rate, terms and Conditions
indicated below:-

**SCOPE OF SUPPLY: Technical Specifications of various sizes of Safety Rubber Canvas Boots/Shoes shall be as
per Annexure-A**

Sl	Material code	Description of articles	Quantity (Pair)	Unit price as per RC of BCCL (Rs/Pair)	Total value (Rs)
1	93070640034	MINING SHOE NO.5	1541	396	6,10,236.00
2	93070640042	MINING SHOE NO.6	3438	396	13,61,448.00
3	93070640054	MINING SHOE NO.7	4281	396	16,95,276.00
4	93070640066	MINING SHOE NO.8	3100	396	12,27,600.00
5	93070640078	MINING SHOE NO.9	901	396	3,56,796.00
6	93070640081	MINING SHOE NO.10	252	396	99,792.00
Subtotal(Rs)					53,51,148.00
GST@ 5%					2,67,557.40
Total with GST @ 5%					56,18,705.40
TCS @ 0.1%					5,618.71
Total landed value					56,24,324.11

**Total order value shall be Rs 56,24,324.11 rounded off to Rs 56,24,324.00(Fifty six lakhs twenty
four thousand three hundred and twenty four only)**

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Terms & Conditions:

1	Price	Firm & F O R Destination basis.
2	GST	Extra as applicable at the time of supply as indicated above. Present rate of GST is indicated above a.GST shall be paid extra as legally applicable at the time of supply. Present rate as informed by you is indicated in scope of supply. 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.If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you. e.GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.
3	Packaging & forwarding	Nil. You shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.
4	Freight	Nil
5	Payment Term	100% payment along with full taxes and duties may be released within 21 days after delivery and acceptance of the materials by the consignee and receipt and acceptance of performance bank guarantee.
6	Delivery	Delivery to be completed within 03 months or earlier from the date of receipt of supply order. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.
7	Guarantee/ Warranty	The Safety Rubber Canvas Boots supplied shall be guaranteed for 12 months from the date of use/issue to the ultimate user or 18 months from the date of supply and acceptance by BCCL. You shall be responsible for any defects that they develop under the conditions provided for the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for you to replace or renew any defective portion of the goods, such replacement or renewal shall be made by you without any extra cost to BCCL on door delivery basis. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. You shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. You shall take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / Goods thereafter. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
8	Force Majeure	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or

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		act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.									
9	L.D. Clause	<p>In the event of failure to deliver or dispatch the equipment / stores within the stipulated date / period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:</p> <p>(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment / stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or</p> <p>(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment / stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or</p> <p>(c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment / stores at the risk and cost of the defaulting supplier and also,</p> <p>(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.</p> <p>(e) To forfeit the security deposit fully or in part.</p> <p>(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.</p>									
10	Security Deposit	<p>You will be required to deposit as security money 3% 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 (As per format given in NIT) within 15 days from the date of order. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. 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. For successful supply, 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. For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee. 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 platform is furnished below:</p> <table><tr><td>Name of beneficiary</td><td>Name</td><td>Bharat Coking Coal Limited</td></tr><tr><td>& its details</td><td>Area</td><td>HQ,BCCL</td></tr><tr><td></td><td>Bank Account no.</td><td>35160317947</td></tr></table>	Name of beneficiary	Name	Bharat Coking Coal Limited	& its details	Area	HQ,BCCL		Bank Account no.	35160317947
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11	Price fall clause	<p>The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. And / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.</p> <p>i. The currency of contract will mean the period till completion of supply.</p> <p>ii. The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization, along with the offer.</p> <p>iii. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract.</p> <p>iv. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."</p>																																	
12	Lowest Price Certificate	<p>A Price certificate as stated below, should be submitted along with supply bill:</p> <p>"The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."</p>																																	
13	Consignee	Depot Officer, Central Stores, Ekra																																	
14	Paying Authority	HOD(F)MM.																																	
15	Make & Brand	Hindusthan Trade Agency & MINESOFT																																	

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16	Inspection & Tests	Final inspection will be carried out at the consignee end by GM I/C(S&R) or his authorized representative.																																		
17	Jurisdiction	All disputes are subject to Dhanbad Court and Jharkhand High Court only.																																		
18	Lowest price certificate	shall be furnished along with each supply																																		
19	Submission Of Bill	<p>Bill as per GST Act/rules (in six copies) along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.</p> <p><u>The following Documents need to be submitted along with the supply/Bill:</u></p> <ol style="list-style-type: none"> Consignment note Delivery Challan in original GST paying documentary evidence Warranty/Guaranty certificate/ Inspection note wherever required. Price certificate(as mentioned above in clause 12) Any other document specified in the Supply Order <p>Note: the above documents shall be forwarded to paying authority for payment by the consignee.</p>																																		
20	Issue Of E Way Bill	The supplier shall generate E-Waybill, wherever required																																		
21	Performance bank guarantee(PBG):	<p>PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10% value of the supply order (by adding GST etc. to the FOR destination price of the items ordered) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply</p> <p>The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D</p> <p>However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.</p> <p>The Performance Bank Guarantee shall be released after fulfilment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.</p> <p>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 platform is furnished below:</p> <table border="1"> <tr> <td rowspan="4">Name of beneficiary & its details</td><td>Name</td><td>Bharat Coking Coal Limited</td></tr> <tr> <td>Area</td><td>HQ.BCCL</td></tr> <tr> <td>Bank Account no.</td><td>35160317947</td></tr> <tr> <td>Deptt.</td><td>MM Department</td></tr> <tr> <td rowspan="2">Beneficiary Bank, Branch & Address</td><td colspan="2">State Bank of India</td></tr> <tr> <td colspan="2">Main Branch Dhanbad</td></tr> <tr> <td>IFSC code</td><td colspan="2">SBIN0000066</td></tr> </table> <p style="text-align: center;">Or</p> <table border="1"> <tr> <td rowspan="4">Name of beneficiary & its details</td><td>Name</td><td>Bharat Coking Coal Limited</td></tr> <tr> <td>Area</td><td>HQ.BCCL</td></tr> <tr> <td>Bank Account no.</td><td>019605001057</td></tr> <tr> <td>Deptt.</td><td>MM Department</td></tr> <tr> <td rowspan="2">Beneficiary Bank, Branch & Address</td><td colspan="2">ICICI Bank</td></tr> <tr> <td colspan="2">ICICI Bank, Dhanbad</td></tr> <tr> <td>IFSC code</td><td colspan="2">ICIC0000196</td></tr> </table> <p>The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as Appendix - II</p>	Name of beneficiary & its details	Name	Bharat Coking Coal Limited	Area	HQ.BCCL	Bank Account no.	35160317947	Deptt.	MM Department	Beneficiary Bank, Branch & Address	State Bank of India		Main Branch Dhanbad		IFSC code	SBIN0000066		Name of beneficiary & its details	Name	Bharat Coking Coal Limited	Area	HQ.BCCL	Bank Account no.	019605001057	Deptt.	MM Department	Beneficiary Bank, Branch & Address	ICICI Bank		ICICI Bank, Dhanbad		IFSC code	ICIC0000196	
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		The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.) The PBG value to be submitted by the firm shall be Rs 5,62,433.00
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All other terms and conditions shall be as per the RC no BCCL/PUR/RC/ Safety Boots /20-21/32 /90 dated.08.01.2021

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

This contract is concluded with the issuance of this order. 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 contract shall be deemed to have been accepted by you for execution.

All other terms and conditions shall be applicable as per RC no 90 dated 08/02/2021 and as per NIT of the said RC.

This issues with approval of competent Authority

Yours faithfully,

For and on behalf of

Bharat Coking Coal Limited

P. L. P.
26/6/21
(Karthesh P)
AM (MM)

Ramesh Kumar Singh
26.06.2021
(Ramesh Kumar Singh)
CM (MM)

INDENT REFERENCE:

Sr.No	Indent no. And Date	BC & FC no. & date	Indenting Authority
1.	MB-11(B)/20-21/Indent/01 dated 24.05.2021 IR No: 820138 dated 24.6.2021	BCCL/HQ/PUR FIN/Store budget/other stores UG/No UG/010 dated 25.5.2021 & ebc no. 35 dated 25.5.2021, for Rs 56,21,408.00 FC No: BCCL/PUR.FIN/FC/5 dated 08.6.2021 and e-FC no: 27 dtd 08.6.2021 for Rs. 56,24,324.00	GM(MM), Dhanbad.

Enclosure:

- 1) Annexure A-Technical Specifications of various sizes of Safety Rubber Canvas Boots/Shoes
- 2) Appendix-I: Format of Bank Guarantee for Security Deposit
- 3) Appendix-II: FORMAT OF PERFORMANCE BANK GUARANTEE

Copy Distribution:

1. GM (S&R) I/C
2. HOD (F) (MM)
3. Office Copy/.Master Copy.
4. MM (Tech Cell), MM Div,Koyla Bhawan
5. Depot officer, central store Ekra



ANNEXURE A
TECHNICAL SPECIFICATIONS OF VARIOUS SIZES OF SAFETY RUBBER
CANVAS BOOTS/SHOES

- 1) The boots/shoes shall conform to DGMS Circular (Approval) No-13 dated 04/06/2015 or revised guideline by DGMS.
- 2) Safety rubber canvas boots for miners shall be fully molded, type-2 with safety steel toe cap and its various components shall conform to relevant Indian Standard IS: 3976:2018, with latest amendment/revision
- 3) Nylon reinforcement at vamp of the upper is to be provided to enable to withstand extra flexing at vamp for increasing maximum working life.
- 4) Additional strip of canvas shall be provided immediately below the back edge of protective steel toe cap.
- 5) Polyester blended lace with plastic tip having minimum breaking strength of 60 Kgf to be provided to extend working life in wet/moist condition.
- 6) The color of safety rubber canvas boots for miners shall be Khaki.
- 7) The size and shape of the boots shall confirm to specified BIS amended up to date if any. Every lot of boot to be supplied must contain declaration by the manufacturer stating that it is "Suitable for use in coal mines."
- 8) Each Boot shall be marked with manufacturer name/brand, date of manufacture, Safety boot, BIS standard , BIS License number with relevant IS number to made inside of tongue or at the top outer face of the boot so that least damage during mining operation occurs.
- 9) All the supplies of Canvas boots shall be packed in gunny/plastic bags ensuring that materials are not damaged in transit. Safe delivery of the materials up to destination shall entirely be your responsibility.
- 10) You shall submit duly notarized & self authenticated copy of Valid BIS License and test report from Govt./Govt. approved Test house conforming to IS:3976/2018 as well as IS:15298(part 1):2011 or any other IS number suggested by DGMS along with each lot of supply.
- 11) Bidders are required to submit 03 pairs sample of the tendered item and upload the proof of submission online at the time of submission of bid. These samples shall be kept for comparison with regular supplies
- 12) During the normal supplies from vendor, random joint sampling and their testing would be carried out at Government/Govt Approved test house conforming to IS:3976/2018 as well as IS:15298(part 1):2011 or any other IS number suggested by DGMS along with each lot of supply.
- 13) In addition to this test report of a test house accredited by NABL may also be accepted, subject to confirmation of its ability to conduct test in pursuance with prescribed national/international standards/ DGMS testing protocol, and the test house not a part of any equipment manufacturer's testing facility. The cost of such testing will be borne by you. In case the supplies are found not conforming to IS: 3976/2018 as well as IS:15298(part I)and DGMS circular, the Respective lot will be rejected and the management of BCCL may cancel any further supply.

P.L

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APPENDIX -I
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

Re : Bank Guarantee in respect of Agreement dated Day of 20 between
(Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company Firm having its office at No. hereinafter called the Contractor has entered into an agreement dated (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply stores/materials amounting to Rs on the terms and conditions contained in the said agreement.

It has been agreed that (..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The (Name of the Bank) having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor 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 the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs or such lesser amount out of the said sum of Rs as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs and interest are fully satisfied and the company certifies that

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DT.26.06.2021



the agreement regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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 Company the said sum of Rs or such lesser sum as may then be due to the Company out of the said advance of Rs and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause. The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is as below

Name of Bank	State Bank of India	OR	Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

Dated this.....Day of.....20.....
Place.....
person

Signature of the authorized

For and on behalf of the Bank



APPENDIX -II
FORMAT OF PERFORMANCE BANK GUARANTEE

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

Re: Bank Guarantee in respect of Agreement dated Day of 20 between
(Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company Firm having its office at No. hereinafter called the Contractor has entered into an agreement dated (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply stores/materials amounting to Rs on the terms and conditions contained in the said agreement.

It has been agreed that (..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs. as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The (Name of the Bank) having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor 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 the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs. or such lesser amount out of the said sum of Rs. as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs. and interest are fully satisfied and the company certifies that

P.L

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the agreement regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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 Company the said sum of Rs or such lesser sum as may then be due to the Company out of the said advance of Rs and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause. The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so.

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A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

Dated this.....Day of.....20.....
Place.....
person

Signature of the authorized

For and on behalf of the Bank

