



(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

Ref no: KOL/72/ PVC Gum Boots/2014/21

M/s. Acme Fabrik Plast Company,
N.H#3, Agra Bombay Road, Girwai,
Gwalior-474001 (M.P.)

Contact Person: Mr. PANKAJ GUPTA
Contact No: 09331802772 (M)

Sub: Supply of DGMS approved & ISI Marked PVC Gum Boots.
Ref: BCCL Rate Contract No: KOL/72/UB-JC/PVC Gum
Boots/RC/ADVT/2014/190 dtd.31.07.2014.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of "I-SQUARE" Brand ACME make DGMS approved and ISI marked PVC Gum Boots as per IS: 15298(Part-2):2002 against above Rate Contract. The details are as under:-

1. SCOPE OF SUPPLY

Item	Qty.	Rate/ Pair.	Basic Value
"I-SQUARE" Brand ACME make PVC Gum Boots and its various components shall conform to relevant Indian Standard as per IS:15298(Part 2):2002 with ISI Marked and approved from DGMS, Dhanbad . Detailed technical specifications shall be as per Annexure-'A'	5000 Pairs (in assorted sizes 5 to 10)	Rs.375.00	Rs.1875000.00
Inspection charges @1% on FOR value- Service charge @12.36% on Inspection charges- Total -			Rs. 18750.00 Rs. 2317.50 Rs. 1896067.50

(Rupees Eighteen lakh Ninety Six thousand Sixty Seven and paise Fifty only)

Under jurisdiction of Dhanbad Court and
Jharkhand High Court only.

Date: 11.09.2014

BY REGISTERED POST
CATEGORY : Manufacturer

(Vendor Code No: 1/16/M/S/018



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 Nil against E-1 transaction. However C Form is to be provided.

5. **DELIVERY SCHEDULE:** - The ordered quantity i.e. 5000 pair is to be supplied within 1 (One) months or earlier 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.

6. **Security Money:** - You are requested to furnish a sum of Rs. 189607 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 be submitted to MM Division, BCCL, 6 Lyons Range, 4th Floor, Kolkata-700001 on commencement of supply.

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 is 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, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, fitment/Test certificate if required, Copy of Valid ISI marking licence & Copy of valid DGMS approval regarding "I-SQUARE" Brand ACME make, Price Certificate, Test Report from government test house/government recognized testing house as per Clause no.8 of Annexure-'A', Copy of Inspection Note of CMPDIL and other relevant documents, as per order.

NB: all documents to be submitted shall be authenticated.

12. 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 under intimation to the consignee as well as to this office.

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 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.

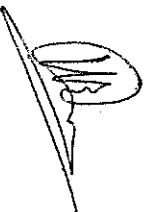
17. Consignee - Depot Officer, Central Stores, Ekra, Block-II, Nawagarh, Dhanbad-828306(P.O:Bansjora).

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

19. Supply & Billing: Supply & billing shall be done by your authorized distributor M.s. Hindusthan Mercantile Company, 144/145, J.N.Mukherjee Road, Plot No:48, Near Saktipir, Chusuri, Howrah-711106 as authorized by you vide your letter No: ACME/HMC-F15/BCCL/13-14 dt.13.12.2013.

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

21. 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 (MIM)

INDENT REFERENCE

Sr.No	Indent no. And Date	BC & FC No. & date	Indenting Authority
1	MB/11(B)Ko/14-15 dtd.29.06.2014	BC No: BCCL/BC/Rev/Other Stores/14-15/Gum Boots/11dt.01.09.2014 for Rs.1896067.50 FC No: 106 dtd.10.09.2014	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 Stores, Ekra, Block-II, Nawagarh, Dhanbad-828306(PO:Bansjora).
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. Hindusthan Mercantile Company, 144/145,J.N.Mukherjee Road,Plot No:48, Near Saktipir,Ghusuri,Howrah-711106.
9. Master File/Office Copy.

TECHNICAL SPECIFICATION OF DGMS APPROVED
&
ISI MARKED PVC GUM BOOTS

General Technical Specification:

1. The Gumboots of different sizes shall be DGMS Approved & ISI marked. DGMS Approval shall be valid on the date of supply.
2. The bidder shall submit copy of valid DGMS Approval along with copy of valid BIS License, duly authenticated by the bidder (Stamped & Signed) & attested by Notary Public.
 3. a. The PVC Gumboots shall conform to IS:15298(Part-2):2002 with latest Amendment.
 - b. Material of construction-polyvinyl chloride.
 - c. Colour-Black.
 - d. Shape & Design-Knee Type.
 - e. Type-Fabric type.
 4. Guarantee/Warranty: Minimum 12 months guaranteed working life of the Gumboots is to be ensured & the supplier will replace the defective gumboots, when damaged before expiry of 12 months working life free of cost within 30 days.
 5. Manufacturers symbol, Size of the Gum boot, month & Yr of manufacture & batch number should be embossed/marked on every footwear so as to enable proper identification during period of use. The identification mark should be preferably near above ankle of the Gumboots.
 6. DGMS approval no. should be embossed on every Gumboot.
 7. The Gumboots supplied shall be in compliance to all conditions spelled out in main DGMS approval for maintaining the quality & Safety standard of the Gumboots.
 8. The party shall submit Test Report from government test house/government recognized testing house conforming to IS:15298(Part-2):2002 or any other IS Number suggested by DGMS with each lot of supplied material.
 9. During the normal supplies from Vendor, random sampling & their testing would be carried out prior to the issuance of material. The cost of testing will be borne by the supplier. In case the supplies are found not conforming to IS:15298(Part-2):2002, the respective batch/lot will be rejected.
 10. The party shall submit valid DGMS Approval with main & extension thereof at the time of supply of the material to Central Store.

11. Size wise Break up :-

Size	Material Code No	Quantity in pairs
05	93070650035	463
06	93070650047	998
07	93070650059	1448
08	93070650062	1189
09	93070650073	733
10	93070650082	169

Total :- 5000 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 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 has 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

