

(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

Order No: KOL/72//R.G. Boots/WD/811215(11-12)/2012/29A

Dt: 16.11.2012

**M/s.Shiva Rubber Industries,
C-5, Kandra Industrial Area,
G.T.Road, Post: Bithia-828109,Dhanbad.
Contact Person: - Mr.A.K.Dokani,
Contact No: 09334092934: 09334002884**

BY REGISTERED POST

(Vendor Code No:1/13/M/A/0142)

Sub: Supply of ISI & DGMS Marked Rubber Gum Boots.

Ref: Our Open domestic E-tender NO: KOL/72/UB-JC/Rubber Gum Boot/
/WD/ADVT/2012/74 opened on line 21.03.2012 & your offer no: Nil
Dt.19.03.2012 and subsequent correspondences including your letter
dtd.04.10.2012 & 13.10.2012 and our Letter of Intent No: KOL/72/544
dt.30.10.2012.

Dear Sirs,

With reference to above, we for and on behalf of BCCL hereby place purchase order on you for supply of ISI & DGMS Marked Rubber Gum Boots to various Washeries of BCCL as per IS:5557/2004 with latest amendment at the following price, terms and conditions:-

SCOPE OF SUPPLY:

[illegible]

(Rupees Twenty Two lakh Twenty Four thousand Six hundred Forty Two & paise Forty Two only)

1. Payment Terms: 100% payment shall be made within 21 days from the date of receipt and acceptance of materials at site or from the date of receipt of supply bills along with all relevant documents, whichever is later.

2. Prices: FIRM and FOR destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period. Freight charges shall be paid extra at actual, subject to ceiling limit @ Rs.5.60 per Pair against documentary evidence.

3. EXCISE DUTY: Not applicable.

4. J.VAT: J.VAT as applicable at the time of supply shall be paid extra. Present rate of J.VAT is @14%.

5. DELIVERY SCHEDULE: 2000 Pairs must be supplied within 30 days from the date of receipt of supply order or earlier. Balance quantity of 1273 pairs within 30 days thereafter. 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 DEPOSIT: Exempted as registered with NSIC.

7. INSPECTION AND TESTS: As per **Annexure-“A”** of Technical Specification enclosed.

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.

- 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 initially to the consignee, which will be subsequently forwarded by the consignee to the Paying Authority for payment.

Bill should be submitted along with delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, Test certificate if required, Copy of valid BIS licence and DGMS approval with main and extension thereof, proof of payment of freight charges if freight is claimed, Price Certificate, Copy of Inspection Note of CMPDIL, Copy of Valid NSIC certificate and other relevant documents, as per order should be raised and submitted to the Consignee for payment through Paying Authority.

NB: all documents to be submitted shall be authenticated.

12. COMPOSITE GUARANTEE / WARRANTY: As per Annexure –“A” enclosed.

13. PERFORMANCE BANK GUARANTEE –

You shall furnish a Performance Bank Guarantee as per **Appendix-II** enclosed on schedule/Nationalized Bank in India for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, 6, Lyons Range, 4th Floor, Kolkata-700001 on commencement of supply. PBG may be submitted for the entire order quantity at a time or lot wise.

This bank guarantee shall remain valid for a period of 18 months from the date of receipt & acceptance of materials at consignee end.

14. PRICE CERTIFICATE: You should submit a certificate along with bill as stated below “The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date “

15. 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.

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. MODE OF DESPATCH: The consignment should be dispatched by road transport on freight paid basis under intimation to the consignee as well as to this office.

18. Consignee: Depot Officer, Central Stores, Ekra,P.O:Bansjora,Block-II Area, BCCL, Dhanbad, Jharkhand, India(Phone-0326-2230350).

19. PAYING AUTHORITY:

Sr.Manager (F)I/C, BCCL, 6, Lyons Range, Kolkata.

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

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

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 faithful
For & on behalf of Bharat Coking Coal Ltd.

CM (MM), Kolkata.

RESPECTIVE INDENT & BUDGET WISE & QTY WISE DISTRIBUTION:

Sl. No	Name of the Washery	Indent No & date	Budget & Fund Certification no. & date	Sizes & Quantity
01.	Dugda Coal Washery	1030043/1/11 dt.18.07.2011	BC No: 126 dt.12.7.2012, FC No: 38 dt.14.11.2012 Amount-Rs.883603.78	1. Size No. 5 - 100 2. Size No. 6 - 500 3. Size No. 7 - 350 4. Size No. 8 - 300 5. Size No. 9 - 40 6. Size No. 10 - 10
02.	Patherdih Coal Washery	309002/01/201 1-12 dt.18.07.2011	BC No: 71 dt.12.07.2012 FC No: 23 dt.14.11.2012 Amount –Rs.203908.56	1. Size No. 5 - 50 2. Size No. 6 -120 3. Size No. 7 - 100 4. Size No. 8 - 20 5. Size No. 9 - 5 6. Size No. 10 -5
03.	Bhojudih Coal Washery	2490029/01/11 dt.08.08.2011	BC No: 217 dt.12.7.12 FC No: 18 dt.14.11.2012 Amount Rs.293628.33	1. Size No. 5 - 48 2. Size No. 6 - 168 3. Size No. 7 - 168 4. Size No. 8 - 48 5. Size No. 9 - 0 6. Size No. 10 -0
04.	Moonidih Washery	MB/MW/S/11 -12/04 dt.13.12.2010	BC No: 110 dt.12.07.2012 FC No:36 dt.14.11.2012 Amount-Rs.271878.09	1. Size No. 5 - 60 2. Size No. 6 - 100 3. Size No. 7 - 120 4. Size No. 8 - 100 5. Size No. 9 - 20 6. Size No. 10 -0
05.	Mohuda	MHD/WP/11- 12/02 dt.10.02.2011	BC No: 90 dt.12.07.2012 FC No: 33 dt.14.11.2012 Amount –Rs.271878.09	1. Size No. 5 - 50 2. Size No. 6 - 80 3. Size No. 7 - 150 4. Size No. 8 - 110 5. Size No. 9 - 10 6. Size No. 10 -0
06.	Sudamdih	SWS/2011- 12/E-107 DT.17/18.08.2 011	BC No: 119 dt.12.07.2012 FC No:46 dt.14.11.2012 Amount-Rs.299745.59	1. Size No. 5 - 14 2. Size No. 6 - 88 3. Size No. 7 - 131 4. Size No. 8 - 149 5. Size No. 9 - 47 6. Size No. 10 -12

Copy to:

1. DT (P&P)/D(T)(OP), BCCL, Koyla Bhawan,Dhanbad-for kind information.
2. GM(Washery Division), Saraidhela,BCCL,Dhanbad.
3. GM(S&R) I/C, BCCL, Koyla Bhawan, Dhanbad.
4. GM (PUR)/GM (MM)(S), BCCL, Koyla Bhawan, Dhanbad .
5. Sr.Manager (F)I/C, BCCL, Kolkata.
6. Depot Officer,Central Stores,Ekra,BCCL,Dhanbad.
7. MM (Tech Cell), MM Div, Koyla Bhawan, Dhanbad.
8. GM (E&M) Inspection, CMPDIL, Gondwana Place, kanke Road, Ranchi-834008, Jharkhand-with request to arrange immediate inspection on receipt of Inspection Call.
9. Master File/Office Copy.

TECHNICAL SPECIFICATION OF ISI & DGMS Marked RUBBER GUM BOOTS.

General Technical Specification:

1. The Gum Boots shall be ISI marked & DGMS approval Marked. The Bidder shall submit copy of valid BIS license & DGMS approval , duly authenticated by the bidder (stamped and signed) and also attested by Notary Public.
2. The Rubber Gumboots shall be ISI Marked and conform to IS: 5557-2004 and amendment if any as well as DGMS approved.
3. The size and shape of the Gumboots shall conform to the relevant Standards specification and Amendment if any.
4. ISI mark and DGMS approval shall be stamped on every Gumboot at a place where it will last for the longest period.
5. Minimum 9 months guaranteed working life of the gumboots is to be ensured and the supplier will replace the defective gumboots, when damaged before expiry of 9 months working life free of cost within 15 days.
6. Manufacturers' symbol, Size of the Gumboot, month and year of manufacture and batch number should be embossed/marked on every foot wear so as to enable proper identification. The identification mark should be preferably near above ankle of the Gumboots.
7. The Gumboots supplied shall be in compliance to all conditions spelled out in original BIS & DGMS approval for maintaining the quality and Safety standard of the Gumboots.
8. The supplier/Manufacturers should have proper quality testing facility which can be inspected by BCCL official at any time and if not found in order, the Supply Order can be cancelled.
9. The party shall submit Test Report from government recognized testing house conforming to IS: 5557-2004 with each lot of supplied material.
10. During the normal supplies from vendor, random sampling and their testing would be carried out prior to the issuance of the material. In case the supplies are found not conforming to IS: 5557-2004 , the respective batch/lot will be rejected.
11. All the supplies of boots 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.
12. The party shall submit valid BIS & DGMS Approval with main and extension thereof at the time of supply of the materials to the consignee.
13. During inspection of the supplied material at least one representative of the supplier shall be present to clarify any query arising out of relevant documents and workmanship.

Composite guarantee/warranty:

The supplier shall Warrant that the stores supplied under the contract/supply order

- a) Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered item.
- b) Is in accordance with the contract specification.
- c) Shall have no defects arising out of design, materials or workmanship.
- d) In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective gumboots will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims.
- e) The guarantee/composite warranty shall be submitted along with the bill. The responsibility to collect the defective/rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

Inspection and Tests

- i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractors, at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s) , all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- iii) If any inspected or tested goods fail to confirm to the specifications, the purchaser shall reject the batch and the supplier shall replace the rejected goods/and make all alternative necessary to meet specification requirement free of cost to the purchaser.
- iv) Materials are subject to inspection by the purchaser before despatch. The materials shall be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
- v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vi) 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. The cost of tests as well as of the material shall have to be borne by the supplier.

THIRD PARTY PRE DESPATCH STAGE INSPECTION:

Pre-despatch stage inspection of each consignment shall be carried out by Third party, to be nominated by BCCL as per the terms and conditions indicated hereunder:

Pre-despatch inspection shall be carried out by Third party, to be nominated by BCCL 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 Third party will be as follows:

- i) Checking and approval of test procedures/quality assurance plans.
- ii) Verification of records and documents of your works.
- iii) Verification of documents and test certificate of bought out items and cross checks.
- iv) The Party shall provide facilities for carrying out all necessary tests as required in the specification at his works; else these will be carried out at an independent test house at Party's cost.
- v) Final testing and checking of materials as per specifications.
- vi) Third party will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.
- vii) Minimum 7 calendar days notice shall be given by the manufacturer to third party inspecting agency for arranging inspection within valid delivery period as per contract.

- viii) The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance /acceptance by third party, inspecting agency. The manufacturer will be required to replace the material free of cost if found defective/ unserviceable/ not according to relevant specifications.
- ix) The charges of third party inspection and the cost of materials that should 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 third party, inspecting agency.
- x) Final inspection shall be arranged by the consignee after receipt of the material at our destination.

Inspector's Decision as to Rejection Final:

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

CHIEF MANAGER (MM).

APPENDIX-II

Format of Bank Guarantee for Security Deposit :PBG

(RS.250 non-judicial stamp paper)

Messers -----, a Company having its office -
----- (hereinafter called the Contractor) has
entered into a Contract No. -----dated -----
----- (hereinafter called the said Contract) with Bharat Coking Coal Limited
(hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions
contained in the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the
equipment will be made to the Contractor in terms of the said contract on the
Contractor furnishing to the purchaser a Bank Guarantee for the sum of -----
----- equivalent to 10% of the value of order by the Contractor, 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 Purchaser by reason of any
breach by the said Seller of any of the terms and conditions contained in the said
contract.

The ----- having its office at -----has at
the request of Seller agreed to give the guarantee hereinafter 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 or any of the terms and 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 purchaser and the Seller
regarding the claim. However, our liability under this guarantee shall be restricted to an
amount not exceeding -----.

3. We, -----, 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 Purchaser under or by
virtue of the said contract have been fully paid and its claims satisfied or purchaser
certifies that the terms and conditions of the said contract have been fully and properly
carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before
the -----(date to be given), 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 effecting in any manner our obligations hereunder to vary any of the terms and
conditions of the said -6-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 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 -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,.....Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

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

Dated :..... Day of 20.....
for Bank Limited.

**Signature of the authorised person
for and on behalf of the Bank.**