

	<p><b>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)</b></p> <p><b>Bharat Coking Coal Limited</b>  <b>(A Subsidiary of Coal India Limited)</b>  <b>(A GOVT. OF INDIA UNDERTAKING)</b>          6, Lyons Range, 4<sup>th</sup> Floor, Purchase division,          Kolkata-700001 (West Bengal)  <b>OFFICE OF THE CHIEF MANAGER (MM)</b>          Phone No. 033-22304975; Fax No. 033-22304928</p>
---	---

Order No: KOL/72/UB-JC/RUBBER GUM BOOTS/RP/LTE/2011/53

Dates: 10.11.2011

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 DGMS approved Rubber Gum Boot.

Ref: Our Limited E-tender NO: KOL/72/UB-JC/RUBBER GUM BOOTS/RP/LTE/E-tender/60 Date: 25.07.2011 opened on 26.8.2011 for supply of Rubber Gum Boot.

Dear Sirs,

With reference to above, we for and on behalf of BCCL hereby place purchase order on you for supply of Rubber Gum Boots to various Areas of BCCL as per IS:5557/2004 with latest amendment bearing ISI Certification mark and DGMS approval against our limited e tender referred above. The terms and conditions shall be as per the said rate contract.

**SCOPE OF SUPPLY:**

Item Description	Quantity	Rate per pair	Value
Rubber Gum Boot as per IS: 5557/2004 with latest amendment with ISI Mark and approved from DGMS. <b>Make: “SRI”</b> Detailed technical specifications shall be as per Annexure-‘A’	5000 Pair	Rs.586.00	Rs.2930000.00
JVAT @14% extra –			Rs. 410200.00
Freight @5.60/pair-			Rs. 28000.00
CMPDI Inspection fees @0.8% on FOR value -			Rs. 26945.60
Service4 Tax @10.3% on Inspection fees –			<u>Rs. 2775.39</u>
Landed Value: -			<u>Rs. 3397920.99</u>

(Rupees Thirty three lacs Ninety Seven thousand Nine hundred Twenty & poise Ninety Nine only)

**1. Payment Terms:** 100% payment shall be made within 21 days from the date of receipt and acceptance of materials at site by the consignee or from the date of receipt of suppliers bills whichever is later.

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

**3. EXCISE DUTY:** Nil.

**4. J.VAT:** JVAT @14% extra which will be subsequently reimbursed to BCCL.

**5. DELIVERY SCHEDULE:** 50% of the ordered quantity to be completed within one month from the date of receipt of supply order or earlier. Balance 50% quantity to be completed within one month from the date of completion of supply of 1<sup>st</sup> lot of 50% quantity. However earlier delivery shall be appreciated.

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 to the consignee for payment through paying authority.

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 BIS license , Copy of main DGMS approval with the extension thereof, proof of payment of freight charges if freight is claimed , documentary evidence of Excise duty payment if claimed, Price Certificate , Copy of Inspection Note of CMPDIL 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 Guarantee equivalent to 10% of the landed value of the supply order. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as Appendix-I. This bank guarantee shall remain valid for a period of 12 months from the date of issue of the Rubber Boots to the project/colliery store or 18 months from the date of dispatch whichever is earlier.

**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 supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, 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 it considers to be justified by the circumstances of the case and its decision shall be final.

**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), BCCL, 6, Lyons Range, Kolkata.

**20 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.

**INDENT REFERENCE:**

Sl No	Indent No. And Date	Budget Certification no. & date	Indenting Authority
01.	GM I/C(S&R)/Rev/10-11/1439 dt.18/19.10.2010. IR. No: 0145(10-11) dt.30.12.2010	BCCL/BC/Rev/Other Stores/10-11/8B dt.10.3.2011 for Rs. Rs.5968202.78	GM I/C (S&R)

**Material Code of Rubber Gumboots:**

SI No. Sizes	Material Code	Quantity
1. Size No. 5	93070650035	650
2. Size No. 6	93070650047	1625
3. Size No. 7	93070650059	1925
4. Size No. 8	93070650062	725
5. Size No. 9	93070650073	50
6. Size No.10	93070650082	25

**Copy to:**

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

**TECHNICAL SPECIFICATION OF RUBBER GUM BOOTS.**

**General Technical Specification:**

1. The Gum Boots shall be DGMS approved and ISI marked. DGMS approval shall be valid on the date of opening of Tender and also on the date of supply.
2. The Bidder shall submit copy of main DGMS approval with latest validity extension, if any, along with copy of valid BIS license, duly authenticated by the bidder (stamped and signed) and also attested by Notary Public.
3. The Rubber Gumboots shall conform to IS: 5557-2004 or any other IS Number suggested by DGMS with latest amendment.
4. The size and shape of the Gumboots shall conform to the relevant Standards specification and Amendment if any.
5. DGMS approval mark, Batch Number, Month and year of Manufacture and ISI mark shall be stamped on every Gumboot at a place where it will last for the longest period.
6. 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.
7. 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.
8. The Gumboots supplied shall be in compliance to all conditions spelled out in original DGMS approval for maintaining the quality and Safety standard of the Gumboots.
9. 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.
10. The party shall submit Test Report from government recognized testing house conforming to IS: 5557-2004 or any other IS Number suggested by DGMS with each lot of supplied material.
11. 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 or any other IS. Number suggested by DGMS, the respective batch/lot will be rejected.
12. 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.
13. The party shall submit valid DGMS approval with main and extension thereof at the time of supply of the material to Central Stores.
14. 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/WARRANTEE:**

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

You 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 M/s. Central Mine Planning & Design Institute Ltd. (CMPDIL), Ranchi as per the terms and conditions indicates hereunder:

Pre-despatch 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:

- 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) You 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 your cost.
- v) Final testing and checking of materials as per specifications.
- vi) M/s. CMPDIL 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 M/s. CMPDIL 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 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.

- ix) The cost of materials that should be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing if the Gum Boots clear the tests. If the Boots fail to clear the destructive test then all charges shall be borne by you. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.
- x) Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @0.8% on FOR destination price and Service Tax @10.3% on inspection charges shall be paid initially by you along with your Inspection Call letter payable by DD which will be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc.
- xi) Final inspection shall be arranged by the consignee after receipt of the material at our destination.  
The Inspector's decision as regards the rejection shall be final and binding on the supplier.

CHIEF MANAGER (MM),Kol.

**APPENDIX-I**

**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.**