

	<p><u>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)</u> <u>Bharat Coking Coal Limited</u> (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</p>
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SUPPLY / PURCHASE ORDER

**Under jurisdiction of Dhanbad Court and
Jharkhand High Court only.**

Ref no: KOL/72/PVC Gum Boot/2013/11

Dated: 06.09.2013

M/s. Seaworth Aqua Products Pvt.Ltd,
 1, R.N.Mukherjee Road, 5th Floor, Room No:19,
Martin Burn House, Kolkata-700001.

BY REGISTERED POST

Contact Person: Mr. Sunil Maheswari
 Contact No: 94330-13277

(Old Vendor Code No: 929511)
 (New Vendor Code No: 1/12/D/T/282)
 Catagory: Dealer

Sub: Supply of DGMS approved PVC Gum Boot.

Ref: i) SECL R/C No: SECL: BSP: MMW: SEC III: RC:PVC Gum Boot:200 dt.18.2.13.

ii) Our letter No.Kol/299 dt.16.08.2013.

iii) Your letter no.SEA/F-12/BCCL/13-14dt.20.08.2013.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of DGMS approved PVC Gum Boot as per IS:
 12254:1993 against SECL R/C No: SECL: BSP: MMW: SEC III: RC:PVC Gum Boot:200
 dt.18.2.13 at the following price, terms and conditions:

1. SCOPE OF SUPPLY

Item	Qty.	Rate/ Pair	Value
1. DGMS approved PVC Gum Boots of different sizes, conforming to IS:12254:1993 Knee type, Black colour, as per Technical specification. Make: M/s. Arvind Footwear Pvt.Ltd. Brand: 'TARZAN' Detail technical specification and size wise quantity is as per annexure "A".	6814 Pairs	Rs.443.14	Rs.3019555.96
CST@2% extra –			Rs. 60391.11
Inspection charges@1% on FOR value-			Rs. 30799.47
Service charges @12.36% on Inspection charges -			Rs. 3806.81
Total -			<u>Rs.3114553.35</u>

(Rupees Thirty One lakh Forteen Thousand Five hundred Fifty Three & paise Thirty Five only)

TERMS & CONDITIONS:

1. **Payment Terms:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

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

3. **Excise Duty:** Not applicable. Any implication of Excise duty in future, during the currency of the Contract, shall be borne by you.

4. **Sales Tax:** CST extra as applicable at the time of supply. Presently @2% against 'C' Form.

3. **DELIVERY SCHEDULE:** -- As per SECL R/C i.e. shall be commencing within 6-8 weeks from the date of order with commencing quantity of 5000 pairs and 1814 pairs per month 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.

4. **Security Money:** - You are requested to furnish a sum of Rs.311456.00 by way of Demand Draft payable at Kolkata or through a Bank Guarantee 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.

5. INSPECTION:

a) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative written for retained for these purposes.

b) The inspections & test may be conducted on the premises of the supplier or its sub-contractors, at a point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its sub-contractors, all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

c) Should any inspected or tested goods failed to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make alternatives necessary to meet specification requirements free of cost to the purchaser.

d) The purchaser's right to inspect, test and where necessary reject the goods after the goods arrival in the purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representatives prior to the goods shipment from the country of origin.

e) Material may be subject to inspection by the purchaser before dispatch. The materials may also 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.

- f) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- g) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.
- h) BCCL will have the right to take random samples from each consignment received at consignee's place of supply and the same may be tested at any Govt. Test House/Govt. approved test house in addition to Third party pre-despatch inspection by CMPDIL.
- i) BCCL may arrange to visit of a committee to your factory to observe the manufacturing procedure, testing facilities, quality control etc. before placement of order.
- j) 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.

6. PERFORMANCE BANK GUARANTEE:

You shall furnish a Performance Bank Guarantee for 15% value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) i.e. Rs.467183.00 as per **Appendix-I** enclosed on schedule/Nationalized Bank in India . This Bank Guarantee shall be initially valid for a period of 18 months from the date of issue of PBG and the same shall either be released or extended depending upon the merit of the case. The PBG shall have to submitted to MM Division, BCCL, 6, Lyons Range, 4th Floor, Kolkata-700001 on commencement of supply. PBG may be submitted either for the entire order quantity at a time or each lot wise.

7. 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.

8. 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.

9. 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, Consignment note (if any), packing list if any, Guarantee/ Warranty certificate, Test certificate if required, Notarized copy of valid DGMS approval certificate and valid BIS licence , Price Certificate , Inspection Note of CMPDIL and other relevant documents, as per order.

10. COMPOSITE GUARANTEE / WARRANTY:

The supply shall be covered by the maker's standard guarantee as follows:

- 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 specifications.
- c) shall have no defects arising out of design, materials or workmanship.
- d) Minimum 6 months working life of the Boots are to be ensured and you will replace the defective Boots, when damaged before expiry of 6 months working life.
- e) 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 shoes will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims.

f) 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 you.

11. 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 “

12. 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.

14. 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.

15. Consignee – Depot Officer, Ekra Central Stores. P.O: - Bansjora, Block-II Area, BCCL, Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

16. Paying Authority- Chief Manager (F), BCCL, Kolkata.

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

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

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.

Chief Manager (MM), Kol.

INDENT REFERENCE

Sr. No	Indent no. And Date	Budget Certification no. & dt.	Indenting Authority
1	MB/11(B)Kolkata/13-14 dtd.12.07.2013; IR No:813144	BC No. BCCL/BC/Rev/Safety Items/13-14/Gum boot/1B dt.03.09.2013 for Rs.6229087.42	GM (I/C) (S&R), BCCL, Dhanbad.

Copy to:

1. GM (MM),GM(S), BCCL, Koyla Bhavan, Dhanbad.
2. GM (I/C) (S&R), BCCL, Koyla Bhavan, Dhanbad.
3. Chief Manager (F), BCCL, Kolkata.
4. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
5. 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.
6. MM (Tech Cell), MM Div, Koyla Bhawan, Dhanbad
7. M/s. Arvind Footwear Pvt Ltd,Plot No.C-35,MIDC Industrial Area, Ahmednagar, Maharastra-414111.
8. Master File/Office Copy.

ANNEXURE “A”

TECHNICAL SPECIFICATION

General Technical Specification:

1. Scope: DGMS approved & BIS Marked PVC Gumboot of different sizes.
2. Material of Construction- Polyvinyl Chloride.
3. Colour – Black
4. Shape & Design – Knee Type.
5. Type – Fabric Type.
6. The PVC Gumboots should conform to IS:12254/1993 with latest amendment.
7. Sizes Steel Toe Cap – Conforming to Type-2 of IS: 5852
8. Testing should be in accordance with relevant BIS.
9. Manufacturer’s symbol,size,month & year of manufacture,batch no. should be embossed on every PVC Gumboot so as to enable proper identification during period of use.
10. DGMS approval no. should be embossed on every PVC Gumboot.

Size wise break-up:-

Sl no.	Item: PVC Gum Boots	Quantity in pairs	Material Code as per MB.
01.	Size: No.5	1152	93070650035
02.	Size: No.6	1833	93070650047
03.	Size: No.7	1970	93070650059
04.	Size: No.8	1352	93070650062
05.	Size: No.9	386	93070650073
06.	Size: No.10	121	93070650082
Total:-		6814	

APPENDIX-I

Format of Bank Guarantee for Security Deposit./PBG

(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
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.**