


भारतकोकिंगकोललिमिटेड एक मिनीरत्न कंपनी (कोल इंडिया लिमिटेड का एक अंग) सामग्री प्रबंधन विभाग कोयलाभवन, कोयलानगर धनबाद-826 005 सी.आई.एन: यू.10101 जे.एच.1972 जी.ओ.1000918		Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department Koyla Bhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918
--	---	--

Ref no: BCCL/PUR/519005/Helmet/MB/19-20/34

Date: 22.07.2019

By registered post

To,
 M/S NEO SAFETY PRODUCTS PVT LTD,
 23, N.S.ROAD,
 6TH COMMERCIAL BUILDING, 1 ST FLOOR,
 KOLKATA -700001

Category: Manufacturer/MSME (SSI)
 Vendor Code: 1/12/M/T/144
 GSTIN: 19AADCN1691A1ZO
 PAN No: AADCN1691A

Sub: Supply of Safety Helmets.

Ref: BCCL Rate Contract No: BCCL/PUR/517136/Helmet/RC/18-19/OTE/12 dated 29.09.2018

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL hereby place Purchase order on you for supply of stores as per rate, terms and Conditions indicated below:-

1. SCOPE OF SUPPLY

SI	Item Description	Basic Rate Per No. (In Rs)	Quantity (In Nos.)	Total Value (In Rs)
1	ISI Marked Safety Helmet as per technical specifications of Annexure -A. HSN Code: 6506 Make-NEO & Model-HARDY 6000 Material Code: 93070100012	65.00	6000	3,90,000.00
				GST @ 18 % (IGST)
				70,200.00
				Sub Total
				4,60,200.00
				CMPDI Inspection charges @ 1 %
				4,602.00
				GST @ 18 % on CMPDI charges
				828.36
				Grand Total (In Rs)
				4,65,630.36
				Rounded off (In Rs)
				4,65,630.00

(Total Contractual Value: Four lakh Sixty Five thousand Six hundred Thirty rupees 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 F.O.R. destination basis; Packing & Forwarding charges: Nil; Freight & Insurance charges: Nil.

3. **GST:-** (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18% (IGST).

(b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.

(c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

(d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.

(e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.

(f) E-way bill, if required, shall be arranged by you.

(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).

4. **DELIVERY SCHEDULE:-** Delivery to be completed within 30 days or earlier from the date of receipt of supply order. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Any increase in the rate of taxes & duties beyond delivery period will be to your account.

5. **SECURITY MONEY:** - You will be required to deposit as security money 10% of the total value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) in the form of Bank Draft / Bank Guarantee within 15 days from the date of order.

In case of Security Deposit in form of BG, the bank guarantee (as per Annexure I) issued by bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System".

The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

6. **INSPECTION** – Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% or as applicable on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative (Annexure-II).

7. **TRANSIT INSURANCE**– Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

8. **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.

9. 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 GM (MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhavan, 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 stipulation will not, however apply to exports by the supplier.

10. SUBMISSION OF BILLS- 100% value of bill duly stamped, signed & pre-receipted in six copies, 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, BIS license, Test Report, Price Certificate, Copy of Inspection Note & money receipt of CMPDIL and other relevant documents.

NB: all documents to be submitted shall be authenticated.

11. GUARANTEE /WARRANTY- Materials supplied should be guaranteed for a period of 12 months from the date of issue of the Helmet to the users or 18 months from the date of receipt & acceptance of the material at consignee end whichever is earlier and against any manufacturing defects/workmanship/ Inferior quality. Any defects observed on this account shall be attended within 07 days from the date of receipt of report and immediately replace the material within 30 days free of cost.

12. 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"

13. PACKING - Consignment shall be supplied in suitable standard proper packing as per NIT.



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, Central Stores, Ekra, P.O. Bansjora, Dist. Dhanbad, Jharkhand, PIN-828101.

16. PAYING AUTHORITY- HOD(F)MM, Koyla Bhawan, BCCL Dhanbad

17. PLACE OF DISPATCH -KOLKATA, WEST BENGAL.

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

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR RATE CONTRACT AND AS CONFIRMED IN YOUR TECHNO-COMMERCIALY ACCEPTABLE OFFER & AS PER COMPANY NORMS.

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 positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution. This issues with the approval of the Competent Authority.

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.


22/7/19
(Rohit Kumar)
Asst. Manager(MM)


22/7/2019
(R. K. Mishra)
Chief Manager(MM)

INDENT REFERENCE:

Sr. No	Indent no. And Date	BC & FC no. & date	Indenting Authority
1.	MB/11(B)/19-20 dated 11.04.2019 IR No: 519005 dated 11.5.2019	BC No: BCCL/HQ/Pur-Fin/Store Budget/Rev Budget/19-20/Other Stores UG/08 dated 06.05.19 and e-BC no. 39 dated 6.5.19 FC No: BCCL/PUR.FIN/FC/13 dated 18.06.2019 and e-FC no: 108 dtd. 19.06.2019 for Rs. 4,65,630.00	GM(MM), Dhanbad.

Enclosure:

1. Annexure-A: Technical Specifications
2. Annexure -I: Format of Bank Guarantee for Security Deposit
3. Annexure -II: PRE-DESPATCH INSPECTION CLAUSE

Copy to:

1. GM (MM), GM (S&R)I/c, Koyla Bhawan, BCCL, Dhanbad.
2. HOD(F)MM, Koyla Bhawan, BCCL, Dhanbad.
3. Depot Officer, Central Stores Ekra, BCCL, Dhanbad.
4. MM (Tech Cell), MM Div, Koyla Bhawan, BCCL, Dhanbad.
5. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
6. Master File/Office Copy.

Annexure-A

TECHNICAL REQUIREMENT AND SPECIFICATIONS

1. Safety Helmet should be strictly as per DGMS Circular (Approval) No-3 Dhanbad, Dated 14/08/2014.
2. Each helmet should permanently mark with manufacturer's name/model, year & month of manufacturing. The Helmet shall also bear marking of BIS license with relevant IS number.
3. The manufacturer shall submit declaration stating that it is "suitable for use in mines."
4. Bidder must submit copy of valid BIS license, Test Report of Safety Helmets from any Govt. or Govt. approved laboratory duly attested by Notary Public for the Helmets at the time of supply of material.
5. Safety Helmet conform to the standards as specified in IS: 2925-1984 (with amendments done in the year 1988, 1999, 2000, 2002) with latest amendment of the Bureau of Indian Standard.
6. BCCL Monogram to be screen printed on front of the Helmet
7. Helmet shall be fitted with adjustable head band, adjustable cotton chin strap, lacing cord along with lamp bracket and cable grip.
8. The head band size shall be 540mm to 590mm.
9. Harness/Headband etc. should be sweat resistance, non-irritant and should not cause any skin diseases.
10. In-by end rivets of cap lamp holder attached to the Helmet should not be projected.
11. The Helmet should have eight nos. of ventilation holes
12. The supplied Helmets shall be accepted after satisfactory test report from Govt. or Govt. approved Test House of the samples collected by joint sampling in presence of the authorized representative of the supplier. The cost of testing of the samples taken by joint sampling shall be borne by the supplier.
13. **Guarantee/Warranty-** Material supplied should be guaranteed for a period of 12 months from the date of issue of the Helmet to the users or 18 months from the date of receipt and acceptance of the material at consignee end whichever is earlier.



ANNEXURE-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
KoylaNagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at KoylaBhawan, Koyla Nagar, Dhanbad 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 hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. 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(Name of the Bank) 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 that 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(Name of the Bank) 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 (Name of the Bank) 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 (Name of the Bank) 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :
Name of the Branch :
Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196

Dated day of
For Bank
Emp. Code.

Signature of the authorized person
For and on behalf of the Bank

ANNEXURE-'II'

PRE-DESPATCH INSPECTION CLAUSE

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch 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:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levies like GST etc, as applicable on inspection fee) is to be paid to M/s. CMPDIL along with inspection call letter payable by SBI Collect as per enclosed Appendix- II(a) which will be reimbursed subsequently by BCCL together with consignment billing.

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.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority 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.

The charges for third party inspection and the cost of materials that would 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 M/s. CMPDIL.

Please send inspection call to M/s. CMPDIL, Ranchi/ their Regional. Office as per appendix-II (b).

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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. 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.

FOR AND ON BEHALF OF BCCL



Appendix- II (a)

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:-

- i.** Visit CMPDI site (www.cmpdi.co.in).
- ii.** Click on the link of State Bank Collect to pay Inspection Fee
- iii.** Click the acceptance of terms & conditions and then click the proceed button.
- iv.** Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press *go* button.
- v.** Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.
- vi.** Next page will open, requesting to select the payment category. Here you select "*INSPECTION FEES*".
- vii.** Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- viii.** After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
- ix.** On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.
- x.** At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- xi.** After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.
- Xii.** The inspection call is required to be submitted online on the email id gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in in the following manner:
 - a) A Covering letter on your letter head giving the details of inspection.
 - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
 - c) Copy of e-money receipt for the PDI Fee deposited online.
 - d) Copy of the respective complete supplied order against which inspection call is raised.All the above four documents are to be submitted in separate PDF files.
- Xiii.** Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the email id: hqfinance@yahoo.com, with a copy to Sandeep.aru@coalindia.in

Note: - The facility for submission of PDI Fee on State Bank Collect will be available from 1st to 25th of every month.



Appendix-II (b)

To

The General Manager (E&M),
CMPDI Ltd.
Gondwana Place, Kanke Road
Ranchi 834031
(Ph 0651-2230876, Fax 0651-2230127)

INSPECTION CALL
(To be typed in Company's Letter Head)

Name of Subsidiary Company of CIL	Inspection Call Ref No. & Date:
Manufacturer's Name with Address & Tel/Mobile phone No.:	P.O. No./R.C. No./Amendment/etc.: Date :
Contact Person Details: • Tel. /Mobile Phone No.: • email id:	Status of supply order: Running Order/ New Order: (Please tick the appropriate one.)
Place of Inspection:	Brief Description of Material :
Qty. of Offered Material:	Value of Offered material: Basic Value: Consignment Value: (Including of all Taxes, packing & forwarding charges, Transit insurance, Freight etc.)
Date of readiness of Material: Proposed date of Inspection:	
1) Inspection Fee @1% of Consignment Value :Rs..... 2) GST as applicable on the date of submission of PDI Fee: Total (1+2):	Details of e-receipt payment generated after paying the inspection Fee on SB collect: 1. e-receipt no.: 2. Date:..... 3. Amount in
<p>Note:</p> <ol style="list-style-type: none"> Inspection fee and service charges is being sent on email id: gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in Copy of Purchase order to be enclosed with inspection call. 	

Signature with seal