


Ref no: BCCL/PUR/517077/Mining Shoe/RC-ECL/2017/73 dated: 13.11.2017

	BHARAT COKING COAL LIMITED (A Miniratna Company) (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan, Dhanbad : 826005 (Fax No- 0326-2230183)
PURCHASE/ SUPPLY ORDER	

Ref no: BCCL/PUR/517077/Mining Shoe/RC-ECL/2017/73

Date: 13.11.2017

To,
M/s. Bihar Rubber Company Limited,
Industrial Area,Kokar,Ranchi-834001,
Jharkhand.
Contact Person: Mr. J.Basak
Contact No: 033-22107091/92; 09304164690

BY REGISTERED POST
CATEGORY : Manufacturer

Old Vendor Code No: 229190
New Vendor code No: I/03/M/U/190

Sub: Supply of ISI marked fully moulded type- II protective rubber mining safety canvas boots/shoes.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place purchase order on you for supply of BIS Certified Protective Rubber Canvas Boots of different sizes as per price against ECL R/C No: 05866217(R/C) dtd.07.02.2017 with subsequent Amendment-I vide no. 05866217 (R/C)/A/452 dated 7.8.2017 and following terms and conditions:-

SCOPE OF SUPPLY

Brief Description	Quantity	Unit Price (Per pair) in Rs.	Value in Rs.
"BRC" make, "DUCKBACK" brand mining Safety Canvas Boot. The protective Rubber Safety canvas boots for miners of Type-II with steel toe cap and its various components shall confirm to the relevant BIS Specification IS: 3976/2003 (latest) and confirming to DGMS Circular No. 13 of Dhanbad dated 04.06.2015 (Detailed specification as per annexure-I) HSN CODE: 64011010	23,918 Pairs	322.00	77,01,596.00
GST @ 5% (IGST)			3,85,080.00
Sub-total			8086675.80
CMPDIL inspection charges @1% on FOR destination value			80866.76
GST @18% on inspection charges			14556.02
Total contractual value			81,82,098.58

(Total contractual value - Rs. Eighty one lac eighty two thousand ninety eight rupees and fifty eight paise 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. **GST:**(a) GST shall be paid extra as legally applicable. Present rate is 5% (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) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. Your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.

4. **DELIVERY SCHEDULE:** - Supply to be completed within 120 days from the date of issue of purchase order. Early delivery shall be accepted. The delivery shall be on FOR destination basis and delivery period shall be counted from the date of issue of order.

5. **SECURITY MONEY:** - You/Your dealer shall have to deposit Security money in the form of Bank Guarantee in our prescribed format or in the form of Bank Draft of any schedule /Nationalized Bank payable at Dhanbad in favour of "Bharat Coking Coal Limited" for 10% (ten percent) of the estimated landed value of order. The Bank Guarantee should be kept valid till execution of the order complete in all respects but minimum validity should be for 6 (six) months. The landed value of the order shall be calculated as per the price bid evaluation method. (b) Two weeks' time shall be given in the order to you/your dealer to furnish the security deposit. In case you/your dealer fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall kept recorded for future dealings with you/your dealer. (C) Security deposit will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and /or contractual failure the security money shall be forfeited. (d) Security deposit may be converted in to Performance Bank Guarantee (PBG). At the time of conversion of security deposit in to PBG it shall be ensured that the amount of PBG is not less than 10% of the landed value of the order. Where ever, security deposit shall be treated as performance coverage of the contract, the operation of Security deposit BG/Performance BG shall be guided by clauses relating to operation of PBG mentioned elsewhere.

6. **PERFORMANCE BANK GUARANTEE:**- (a) Performance Bank Guarantee towards contractual obligation, for 10% of the estimated landed value of the order will be furnished by you/your dealer to BCCL in the form of Bank guarantee issued by any scheduled Bank of India in the format enclosed. The landed value of the order shall be calculated without considering GST set off. The currency of the PBG shall be same as that of order. (b)The



performance Bank guarantee furnished by the supplier will be irrevocable and unconditional and BCCL shall have the powers to invoke it not withstanding any dispute or difference between you and BCCL pending before any court, Tribunal, arbitrator or any other authority. (c) The PBG should be submitted before delivery of first consignment and shall remain valid for 25 months from the date of order. The validity of the PBG may be extended in case the ordered item does not work satisfactorily within the validity period of the PBG. (d) The Performance Bank Guarantee shall be released after expiry of contractual period on receipt of satisfactory performance report and no claim certificate from user and on receipt of request letter from supplier. (e) For unsatisfactory performance and /or contractual failure, the PBG shall be forfeited.

7. SECURITY CUM PERFORMANCE BANK GUARANTEE:- You/Your dealer may opt to submit 01(one) bank guarantee which will cover security deposit as well as the PBG. In this case the format for Bank Guarantee shall be "Guarantee Bond for Security Cum Performance" attached herewith (Annexure- IV; However name of the subsidiary may be read as M/s Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad-826005 wherever it is appearing as M/s Eastern Coalfields limited).

8. INSPECTION & TEST:

Pre despatch inspection shall be carried out by CMPDIL. Inspection fees @1% on FOR destination price and GST @18% or as applicable on inspection fees 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 at the Consignee's end. Testing is also to be done as per the DGMS Circular (Approval) no.13 dtd. 4.6.2015 with latest amendment if any and the test report is to be submitted.

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

10. 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



