

	<p>(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</p>
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TRIAL ORDER

Order No: KOL/72/UB-JC/PVC Gum Boots/Trial/24

Dates: 25.09.2012

M/s. Liberty Shoes Limited,
 Liberty Puram, P.O: Bastara,,
 13th Mile Stone, G.T. Karnal Road,
Kutail, Dist: Karnal-132114, Haryana.
 Contact Person :- Mr. Amit Arora,
 Contact No: 01748-251101/251102/251103; (M) 09354111100

BY REGISTERED POST

(Old Vendor Code No: 809004)
 (New Vendor Code No: 1/26/M/T/009)

Sub: Supply of DGMS approved & ISI Marked PVC
 Direct Injection Moulded Rubber Gum Boot.

Ref: Our Open domestic Trial E-tender NO: KOL/72/UB-JC/PVC Gum Boots
 Safety/ADVT/Trial/2011/58 opened on 08.09.2011 and your offer No: LPM/
 BCCL/2011 dt. 05.08.2011 and read along with subsequent correspondences and
your last Letter No: LPM/BCCL/2012 dtd. 14.6.2012.

Dear Sirs,

With reference to above, we for and on behalf of BCCL hereby place
 purchase order on you for supply of DGMS approved & ISI Marked PVC Direct
 Injection Moulded Rubber Gum Boot to BCCL at the following price, terms and
 Conditions:

SCOPE OF SUPPLY:

Item Description	Qty	Rate per pair	Value
DGMS approved & ISI Marked PVC Direct Injection Moulded Rubber Gum Boot Rubber Gum Boot conform to IS: 15298(Part-2):2002 with latest amendment. Make: Your own make, Brand: "FREEDOM" Detailed technical specifications shall be as per Annexure-'A'.	2000 Pair	Rs.468.00	Rs.936000.00
CST @1% extra against form 'C' -			Rs. 93600.00
CMPDI Inspection fees @0.8% on FOR value -			Rs. 7562.88
Service Tax @12.36% on Inspection fees -			<u>Rs. 934.77</u>
Landed Value: -			Rs. 953857.65

(Rupees Nine lakh Fifty Three thousand Eight hundred Fifty Seven & paise Sixty Five only)

1. Payment Terms: 100% payment shall be made within 21 days after receipt and acceptance of materials at site against submission of Bank Guarantee of equivalent amount, valid for 6(Six) months over and above the Warranty/Guarantee period /Performance Guarantee period, whichever is later.

2. Prices: FIRM and FOR destination basis.

3. EXCISE DUTY: Not applicable.

4. CENTRAL SALES TAX: CST extra as applicable at the time of supply. Presently @1% against C Form.

5. DELIVERY SCHEDULE: The ordered quantity to be supplied within 1 (One) month or earlier from the date of receipt of supply order. 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: You are requested to furnish a sum of Rs.95386.00 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. No payment shall be made without submission of Security Deposit..

7. INSPECTION AND TESTS: 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 @12.36% 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.

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, Test certificate if required, Copy of valid BIS license, Copy of main DGMS approval with the extension thereof, 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 Bank Guarantee as per **Appendix-I** enclosed on schedule/Nationalized Bank in India for 100 % 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.

This bank guarantee shall remain valid for a period of 24 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. Consignee: Depot Officer, Central Stores, Ekra,P.O:Bansjora,Block-II Area, BCCL, Dhanbad, Jharkhand, India(Phone-0326-2230350).

18. PAYING AUTHORITY:

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

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

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

NB:- Break-up of size wise quantity to be furnished by GM I/C(S&R).

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 REFERECE:

Sl No	Indent No. And Date	Budget Certification no. & Fund Certification no. & date	Indenting Authority
01.	CGM (S&R)/Rev/11-12 dt.31.05.2011.	BC No:BCCL/HQ/PUR-Fin/Store Budget/ Rev. BUD/ 2012-13/Other Store Safety/ 01dt.4.9.12 for Rs.953857.65 FC No: BCCL/PURFIN/FC/01 dt.14.9.2012 for Rs.953857.65 under Head- Other Stores (Safety)12-13.	GM I/C(S&R)

Copy to:

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

Technical Specification of DGMS Approved Fully Moulded PVC Gum boots.

Quantity: 2000 Pairs.

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 PVC Gumboots shall conform to IS: 15298(Part-2):2002 with latest amendment.
4. 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.
5. Minimum 12 months guaranteed working life of the Gumboots is to be ensured and the supplier will replace the defective Gumboots, when damaged before expiry of 12 months working life free of cost within 30 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 main DGMS approval for maintaining the quality and Safety standard of the Gumboots.
8. The Party shall submit Test Report from government test house / government recognized testing house conforming to IS: 15298(Part-2):2002 or any other IS Number suggested by DGMS with each lot of supplied material.
9. During the normal supplies from vendor, random sampling and their testing would be carried out prior to the issuance of the material. The cost of testing will be borne by the Supplier. In case the supplies are found not conforming to IS: 15298(Part-2):2002, the respective batch / lot will be rejected.
10. The party shall submit valid DGMS approval with main and extension thereof at the time of supply of the material to Central Store.

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.**