



**BHARAT COKING COAL LIMITED**  
(A Subsidiary of Coal India Limited)  
Office of the Chief General Manager (MM)  
Materials Management Department  
Commercial Block L-III, Koyla Bhawan: Koyla Nagar  
Dhanbad: 826005(Fax No- 0326-2230183)

**SUPPLY / PURCHASE ORDER**

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

**BY REGD.POST / SPEED POST**

Ref no: BCCL/Pur/300139/Shoes/HDO/Bata/10-11/154

Date: 28.09.2011

To,  
M/s Shree Vijay Enterprises,  
15 N.S. Road,  
Near Evergreen Lodge  
Asansol - 713301  
PhoneNo:-9386158923  
( Vendor Code: 1/128D/T/255)

**Sub: Supply of Gent Shoes, Ladies Chappal & Socks**

Ref: i. BCCL Tender No: BCCL/Pur/300139/Shoes/HDO/Bata/10-11/96

dt.23.02.11

ii. Your offer No. NIL DT 28.06.2011 read along with subsequent  
correspondences and your last letter dated 09.08.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Gent Shoes, Ladies Chappal & Socks at the following price, terms and conditions:

**1. SCOPE OF SUPPLY:-**

S.N	Item	Qty	Unit Rate (Rs.) per pair	Amount(Rs.)
1.	Shoes , Brand –Bata, Superstride, Colour - Black	(167 Pair)	734.95	122736.65
	a) 6 No	55 Pair		
	b) 7 No.	80 Pair		
	c) 8 No	32 Pair		
2	Shocks, Brand -bata	103 Pair	42.00	4326.00
3	Ladies Chappal, Brand- Bata, Comfortina	(50 Pair)	225.35	11267.50
	a) 4 No	02 Pair		
	b) 5 No	10 Pair		

	c) 6 No	20 Pair		
	d) 7 No	18 Pair		
4	Ladies Shocks , Brand- Bata	49 Pairs	42.00	2058.00
			CST @ 4% is inclusive in above prices.	
			Total	<b>140388.15</b>

**Contract Value: Rs. 140388.15 rounded off Rs. 140388.00(Rs One Lakh forty thousand three hundred eighty eight only)**

**TERMS & CONDITIONS:**

**1. Payment Terms:** 100% payment against delivery through Performa Invoice. You will submit P.I. to the Paying Authority through Consignee. The cheque shall be handed over to your authorized representative after receipt and acceptance of material.

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

**3. DELIVERY SCHEDULE:**--Within 10-12 weeks after receipt of order.

**NOTE: Safe arrival of materials shall be your responsibility.**

**4. Performance Bank Guarantee** – Not applicable.

**5. Security Money** - The successful tenderer will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. The validity of BG will be for a period of 3 months beyond the expiry of delivery period. If the successful tenderer 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. For successful tenderers, 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** – Final inspection shall be carried out at the consignee end after receipt of materials.

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

**8. Penalty for Failure to Supply in Time**

The time and date of 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 delivery or dispatch 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 cancelling 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.

The bidder must confirm the acceptance of this Penalty clause which will not be altered.

#### **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 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.

The bidder should confirm their acceptance of the above clauses.

**10. Submission of Bills-** Pre-receipted stamped original bill for 100% value in four copies along with, delivery Challan in original, Guarantee/ Warranty certificate, and other relevant documents etc should be submitted to the Paying Authority through Consignee only.

#### **11. Guarantee /Warranty –**

Material shall be covered under guaranty / warranty as per standard norms of manufacturer and it should be free from any manufacturing defect. If any defect is found in the materials you will have to arrange; for replacement of the same free of cost immediately within 30 days from the date of receipt of complaint.

#### **12 Packing- Consignment shall be supplied in suitable standard proper packing.**

#### **13 Force Majeure Clause –**

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / 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. If and when additional time is

granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

- a) The successful bidder will, 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 authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation 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 delays arising out of Force Majeure , the bidder will not claim 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 costs provided it is mutually established that Force Majeure Conditions did actually exists.
- c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

**14 Consignee – PM (Admn), Koyla Bhawan.**

**15. Paying Authority- FM (Pay) I/C, BCCL, Koyla Bhawan., Koyla Nagar, Dhanbad.**

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

**17 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 NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

**N.B:- This purchase order/ contract is issued with the approval of the Competent Authority.**

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.

L K JHA

CM (MM)-III

**INDENT REFERENCE**

Indent no. and Date	Budget Certification Details.
BCCL/Koyla Bhawan IR No. 0139 (10-11) dated 23/12/2010.	BCCL REV/FM(PAY) I/C/FC/11-12. KBA/UNIFORM/2 DT 20.09.2011 for Rs 1,40,388.00

Copy to:

1. PM (Admn), Koyla Bhawan.
2. FM (Pay) I/C, BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad.
3. M (Tech Cell), MM Div, Koyla Bhawan.
4. Master File/Office Copy.

CM(MM) -III

## **FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, 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 fulfilment 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 ..... Bank Limited does 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 ..... Bank Limited 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 ..... Bank Limited 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 ..... Bank Limited 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.

Dated .....day of .....  
For ..... Bank Limited.

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