

	<p align="center"><u>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)</u></p> <p align="center"><u>Bharat Coking Coal Limited</u>  <b>(A Subsidiary of Coal India Limited)</b>  <b>(A GOVT. OF INDIA UNDERTAKING)</b>          6, Lyons Range, 4<sup>th</sup> Floor, Purchase division,          Kolkata-700001 (West Bengal)  <b>OFFICE OF THE CHIEF MANAGER (MM)</b>          Phone No. 033-22304975; Fax No. 033-22304928          Web site no: WWW.bccl.cmpdi.co.in</p>
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SUPPLY / PURCHASE ORDER

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

Ref no: KOL/72/UB-JC/Fully Moulded Rubber Shoe/2011/50

Date: 22.10.2011

**M/s. M/s Hindusthan Mercantile Company**  
**144/145, J N Mukherjee Road, Plot No.48**  
**Near Saktipir, Ghosury, Howrah – 711107.**  
**Contact Person: Mr. Kajal Banerjee**  
**Contact No: 9431168541**

**BY REGISTERED POST**

**(Old Vendor Code No: 929981)**  
**(New Vendor Code No: 1/12/D/T/243)**

Sub: Supply of DGMS approved Fully Moulded Rubber Canvas Mining Shoes.  
 Ref: BCCL Rate Contract No: KOL/72/UB-JC/Mining  
Shoes/RC/ADVT/2011/632 DT.18.10.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Fully Moulded Rubber Canvas Shoe as per IS: 3976/2003 with latest amendment bearing ISI certification marked and DGMS approved against above Rate Contract at the following price, terms and conditions:

**1. SCOPE OF SUPPLY**

Item	Qty.	Rate/ Pair	Basic Value
1. "DUCKBACK" Brand Fully Moulded Rubber Canvas Boots and its various components shall conform to relevant Indian Standard as per IS: 3976:2003, with latest amendments, if any for 'Protective Rubber Canvas Boots for Miners, Type-2, Direct/Fully Moulded Construction' with ISI Marked and approved from DGMS. Dhanbad Detailed technical specifications & size wise break up shall be as per Annexure-'A'	63400 Pairs (In assorted sizes 5 to 10)	<b>₹299.00</b>	<b>₹18956600.00</b>
<b>CST@2%</b> against Form C –			<b>₹ 379132.00</b>
Inspection charges @0.8% on FOR value-			<b>₹ 154685.85</b>
Service charge @10.3% on Inspection charges-			<b>₹ 15932.64</b>
<b>Total -</b>			<b><u>₹ 19506350.49</u></b>

(Rupees One Crore Ninety five lakhs six thousand three hundred fifty & poise forty nine only)

**TERMS & CONDITIONS:**

1. **Payment Terms:** 100% payment shall be made within 21 days from the date of receipt and acceptance of the materials at site by the consignee or from the date of receipt of Supply Bills, whichever is later. The payment may be made through Electric Fund Transfer (EFT), for which you are required to intimate your EFT account details in your supply bills to paying authority.

2. **Prices:** FIRM and FOR destination by Road inclusive of packing & forwarding, Freight & Insurance charges upto destination.

3. **Excise Duty:** Inclusive in the above price @5.15% on 65% of MRP. However you will have to submit a documentary evidence i.e. Cenvatable Invoice in favour of BCCL towards payment of Excise Duty along with your Bill. Excise Registration number of Consignee is AAA CB 7934 MEM 007 (Block-II Area, A/c. Central Stores).

4. **Sales Tax:** Central Sales Tax as applicable at concessional rate against Form 'C' at the time of supply shall be paid extra. Present concessional rate of CST is @2%.

5. **DELIVERY SCHEDULE:** -- 21000 pairs to be supplied positively within 30 days from the date of receipt of Purchase order. Next 21000 pairs within 60 days from the date of receipt of Purchase order and final lot of 21400 pairs within 90 days from the date of receipt of purchase 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 Money:** - You are requested to furnish a sum of **₹.1950635.00** 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.

**7. INSPECTION:**

Pre-despatch Inspection shall be carried out by CMPDIL at your Works. Inspection fees @0.8% of the FOR destination price plus 10.3% 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.

8. **PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Bank Guarantee as per **Appendix-II** enclosed on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period as at Annexure-'A' for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, 6, Lyons Range, 4<sup>th</sup> Floor, Kolkata-700001 on commencement of supply. PBG may be submitted either for the entire order quantity at a time or each lot wise.

**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 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, fitment/Test certificate if required, Copy of valid BIS license, Copy of valid DGMS approval including brand name 'DUCKBACK', proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, Copy of Inspection Note of CMPDIL and other relevant documents, as per order.

No payment will be made without submission of security deposit, if covered in order.

#### **12. COMPOSITE GUARANTEE / WARRANTY: As per Annexure –“A” enclosed.**

**13. 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 “

**14. 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.

**15 Force Majeure Clauses –**

If the execution of the supply order is delayed beyond the period stipulated in the 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.

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

**17. Paying Authority-** Sr.Manager (F), BCCL, Kolkata.

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

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 faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(U.Bose)  
CM (MM)

**INDENT REFERENCE**

Sr.No	Indent no. And Date	Budget Certification no. & dt.	Indenting Authority
1	GM (I/C) (S&R)/REV/10-11/1439 Dt.19.10.2010.. IR No. 0145(10-11) dt 30.12.2010	BCCL/BC/Rev others Stores/11-12/14 dt.22.10.2011 For <b>.19506350.49</b>	GM(I/C),S&R, Koyla Bhavan,Dhanbad.

Copy to:

1. D(T)(OP)/D(T)(P&P),BCCL,Koyla Bhavan,Dhanbad- for kind information.
2. GM (PUR), BCCL, Koyla Bhawan, Dhanbad.
3. GM (I/C) (S&R), BCCL, Koyla Bhawan, Dhanbad.
4. Sr.Manager (F), BCCL, Kolkata.
5. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
- 6 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.
7. MM (Tech Cell), MM Div, Koyla Bhawan, Dhanbad.
8. Master File/Office Copy.

**TECHNICAL SPECIFICATION OF DGMS APPROVED FULLY  
MOULDED RUBBER CANVAS BOOTS**

General Technical Specification:

1. The miners' safety boots and its various components shall conform to relevant Indian Standard as per IS: 3976:2003, with latest amendments, if any for 'Protective Rubber Canvas Boots for Miners, Type-2, Direct/Fully Moulded Construction' with ISI Marked.
2. The sole and heel of the boot must confirm to the following additional conditions :
  - a. Polymer content not less than 50%.
  - b. Zinc Oxide content not less than 3%.
  - c. Carbon black content not less than 23%.
3. Protective steel toe cap for industrial protection shall be conforming to the definition of safety boot to withstand impact of 200 joules in accordance with IS: 15928 (Part-I):2002.
4. Two pairs of detachable insole of drill (cotton) with rubber sponge and total thickness of 2mm. is to be provided in the boots for alternate use in wet condition.
5. Nylon reinforcement (having mass of 240gm per sq.mtr. and minimum breaking strength of 300kgf at warp and weft) at vamp of the upper is to be provided to enable to withstand extra flexing at vamp for increasing maximum working life.
6. Minimum no. of flexes required is 1, 25, 000 as per IS: 15298(Part-I) :2002.
7. Polyester blended lace having breaking strength of 60Kgf with plastic tip to be provided to extend working life in moist condition.
8. The inner lining of upper shall be made of polyester and cotton blended drill to meet abrasion in moist condition and increase working life.
9. All rubber components other than sole and heel must have minimum 40% polymer content.
10. All rubber components must have clear abrasion test as per IS: 3400(Part-3):1987. The relative volume loss in such test must not exceed 150 cub.mm per 1000 revolutions. Abrasion Resistance index shall be minimum 75 for rubber of outer sole and heel.
11. Additional strip of canvas shall be provided immediately below the back of steel toecap.
12. Identification marks: Manufacturer's symbol, size of shoes shall be embossed on the sole of every footwear so as to enable proper identification during entire period of use. Further cloth stickers shall be stitched at any part of the shoes giving manufacturer name, month/year of manufacture, which should last till life of shoes. These embossing/stickers are in addition to the statutory marking. All the shoes shall be embossed with ISI mark and seal of DGMS approval at a suitable visible place, which is not subject to wear and tear.
13. Notarized copies of complete and valid BIS license containing 1<sup>st</sup> schedule and all sequential updated endorsements must be furnished along with the offer.
14. Notarized copies of complete and valid DGMS approval and renewals must be furnished along with the offer.
15. You shall submit test report from government test house / government recognized test house conforming to IS: 3976/2003 or any other IS Number suggested by DGMS with every lot of supplied material.

16. During the normal supplies from vendor, random joint sampling and their testing would be carried out. The cost of one such testing will be borne by the supplier. In case the supplies are found not conforming to IS: 3976/2003 or any other IS Number suggested by DGMS, the respective lot will be rejected and the management of BCCL may cancel any further supply.
17. The party shall submit copy of valid main DGMS approval and extension thereof & copy of valid BIS License at the time of supply of the material to Central Store, Ekra.
18. Guarantee/Warranty – The Canvas Boots supplied by the party shall be guaranteed for 12 months from the date of use/issue to the ultimate user or 18 months from the date of supply whichever being earlier.
19. Size wise Break up :-

Size	Material Code No	Quantity in pairs
05	93070640023	6980
06	93070640042	19000
07	93070640054	24000
08	93070640066	11400
09	93070640078	1800
10	93070640081	220

Total :-63400 pairs

CHIEF MANAGER (MM)

**APPENDIX-II**

**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.**