

(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, 4<sup>th</sup> 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](http://www.bccl.gov.in)

CIN: U10101JH1972GOI000918

SUPPLY / PURCHASE ORDER

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

Ref no: BCCL/PUR/KOL/72/Mining Shoe/RC-ECL/2015/09

Date: 07.07.2015

M/s. Bihar Rubber Company Limited,  
Industrial Area, Kokar, Ranchi-834001,  
Jharkhand.

BY REGISTERED POST  
CATEGORY : Manufacturer

Contact Person: Mr. J. Basak  
Contact No. 033-22107091/92; 09304164690

(Old Vendor Code No: 229190)

**NEW VENDOR CODE : 1/03/M/U/190**

Sub: Supply of DGMS approved IS Marked Fully Moulded  
Type-II Protective Rubber Canvas Boot/ Shoes.

Ref: i) ECL Rate Contract No: ECL/PUR/61233--RC/  
E/Mining Shoes/076/442 dtd.31.05.2014.

ii) Your letter no.BRC/BCCL/MShoes/15-16 dtd.06.06.2015.

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 Type-II Protective Rubber Canvas Shoes with steel toe cap and its various components shall conform to the relevant BIS specification IS: 3976/ 2003 (latest) and as per approval of DGMS ,Dhanbad against ECL R/C No: ECL/PUR/61233-RC/E/Mining Shoes/076/442 dtd.31.05.2014 at the following price, terms and conditions:-

SCOPE OF SUPPLY

Brief description	Quantity	Unit price (per Pair) in Rs.	Value in Rs.
'DUCKBACK' brand of your own make, ISI Marked Protective Rubber Canvas Boots for miners of Type-II with protective Steel Toe Cap and its various components shall conform to the relevant BIS specification IS.3976/2003(Latest) ,DGMS approved/as per DGMS Circular No.04 dtd.14.03.2014, Dhanbad. Detailed technical specification shall be as per Annexure-A.	25000 pairs	322.00	8050000.00

Rs. 8050000.00

CST @2% extra-Rs. 161000.00

CMPDIL inspection charges @1% on FOR value-Rs. 82110.00

Service Charges @14% on inspection charges-Rs. 11495.40

Rs. 8304605.40

(Rupees Eighty Three lakh Four thousand Six hundred Five & paise forty 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. **Excise Duty:** Not applicable.

4. **Central Sales Tax:** CST extra as applicable at the time of supply against C Form. Presently @2%.

5. **DELIVERY SCHEDULE:** - Supply should commence within 30 (Thirty) of receipt of purchase order with a minimum quantity of 10000 pairs of shoes and the balance quantity of 15000 pairs to be completed within next month or earlier from the date of receipt of supply order.

6. **Security Money:** - Exempted as registered with NSIC. Valid NSIC copy to be submitted with each payment bills, otherwise Security Deposit shall be obtained as per ECL R/C.

**7. INSPECTION & TEST:**

Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and Service Tax @14% 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 will be carried out at consignee's end by GM(S&R)/C or his authorized representative. However, instead of CMPDIL inspection, other clauses under inspection and test will be as per ECL's R/C.

8. **PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Bank Guarantee as per **Appendix-I** 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 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. **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
- 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.

#### 11. 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 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 stipulated will not, however apply to exports by the supplier.

#### 12. 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, Manufacturer's Test certificate should accompany with consignment, Copy of valid BIS license, Copy of valid DGMS approval including brand name 'DUCKBACK', Price Certificate, Copy of Inspection Note of CMPDIL and other relevant documents, as per order.

13. GUARANTEE / WARRANTY: 12 (Twelve) months. The supplies should give useful life of 12(Twelve) months. In case of failure of the shoes with a period of 12(Twelve) months, replacement should be done by the supplier free of cost within 15 days of information to the supplier. A guarantee certificate should be furnished with each consignment.

The stores to be supplied shall be new, unused and of current design and specification at Annexure-A.



**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. Mode of dispatch:** The consignment should be dispatched by road transport on freight paid basis under intimation to the consignee as well as to this office.

**17. 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 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 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.

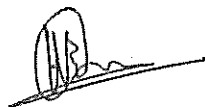
**18. Consignee** -- Depot Officer, Ekra Central Stores, P.O. Bansjora, BCCL, Dhanbad, Jharkhand.

**19. Paying Authority**- Chief Manager (F), BCCL, Kolkata/HOD(F)MM,KB,BCCL,Dhanbad.

**20. After Sales Service:** You shall have to extend proper after sales service throughout the life of the shoes. For this purpose, the following is to be contacted:-

M/s. Seaworth Aqua Products (P) Ltd, I, R.N. Mukherjee Road, Room No: 18-20, 5<sup>th</sup> Floor, Kolkata-700001.

**21. Supply and billing:** Supply and billing of items against this order will be done by your authorized dealer M/s. Seaworth Aqua Products (P) Ltd, I, R.N. Mukherjee Road, Room No: 18-20, 5<sup>th</sup> Floor, Kolkata-700001 as per amendment no: ECL/PIR/61233-RC/E/Mining Shoe/076/442/A dtd. 18.08.2014 of ECL R/C.



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

23. **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 ECL R/C.

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.

  
CM (MM)

**INDENT REFERENCE**

BC No:BCCL/HQ/PUR-FIN Store Budget/Rev.Bud/2015-16 Other Stores(I/G) 15-16 HQ/10 dtd.06.07.2015 (ebc -242) FC No:BCCL/PUR/FIN/FC/06 Other Stores (U/G) 15-16 HQ Dtd.0607.2015 Both for Rs.83,04,605.00	Indenting Authority GM(MM)S, Koyl . Bhavan,Dhanbad.
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Copy to:

1. GM (MM),BCCL, Koyla Bhavan, Dhanbad.
2. GM(S), BCCL, Koyla Bhavan, Dhanbad.
3. GM (S&R)I/C, BCCL, Koyla Bhavan, Dhanbad.
4. Chief Manager (F), BCCL, Kolkata/ HOD(F)MM,KB,BCCL,Dhanbad.
5. Depot Officer, Central Store, Ekra, PO:Bansjora,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. M/s. Seaworth Aqua Products (P).Ltd,1,R.N Mukherjee Road,Room No:13-20, 5<sup>th</sup> Floor,Kolkata-700001.
8. Master File/Office Copy

DETAILED TECHNICAL SPECIFICATION FOR FULLY  
MOULDED RUBBER CANVAS BOOTS

1. The protective Rubber Canvas Boots for Miners of Type-II with protective steel toe cap and its various components shall conform to the relevant BIS specification IS:3976/2003(latest) and as per approval from DGMS,Dhanbad/DGMS circular No:04 dtd 14.08.2014.
2. The boots must be DGMS approved/as per DGMS circular No:04 dtd.14.08.2014 and with BIS standard marking. If supplies are of DGMS approved shoes then Photo-state authenticated copy of valid DGMS approval and valid BIS marking license duly attested by notary public must be submitted along with each consignment. Otherwise only BIS marking license and any other certification/declaration duly attested by notary public is to be submitted.
3. The size and shape of boots should conform to the BIS specification IS:7329 of 1994, amended/revised up to date if any.
4. The sole and heel of the shoes must confirm to the following additional conditions :
  - a. Polymer content : 50%(minimum).
  - b. Zinc Oxide content : 3%.
  - c. Carbon black content : 23%.All Rubber components other than the sole and heel must have minimum 40% polymer content.
5. Additional strip of canvas should be provided immediately below the back edge of protective steel toe cap.
6. Construction of Canvas Boots Type-II shall be of fully moulded type.
7. Protective steel toe cap: Cap for industrial protection shall be conforming to the definition of safety boot to withstand impact of 200 joules in accordance with IS: 15298 (Part-1) 2002.
8. Polymer blended lace having breaking strength of 60 kgf with plastic tip to be provided to extend working life in moist condition.
9. 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.
10. Acceptance Test: (i) Each lot delivered at the receiving stores will be sampled and subject to test as per IS:6368/1971. If the lots clear the criteria laid down in this standard after testing, the purchaser shall pay all expenditure for sampling, testing including the price for the shoes destroyed during testing. In case the lot fails in the test, the entire cost will be paid by the seller and the seller will have to replace the entire lot including the pieces destroyed during testing.
  - ii) Testing will be done at Govt. Test House i.e. Central Leather Research Institute, Madras/CIMFR, Dhanbad and any other Govt. Laboratory.
  - iii) The purchasers alternatively may offer to undertake testing at the factory premises in his presence before dispatch of the product.
  - iv) Provided further that at least 50% of the lot subject to a minimum of one, supplied under one supply order, shall be tested in a Govt. Test house.
  - v) Where testing is under taken also at the manufacturers premises the purchaser reserves the right to sample and test such lots after delivery at the purchaser premises and test the sample at the Govt. Testing laboratory. In such cases result of testing at the Govt. Laboratory shall be final.
11. Shoe Color & Mark. Khaki & BCCL.

12. Identification marks: Manufacturer's symbol, size of shoes shall be embossed on 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 as per DGMS circular No:04 dtd.14.08.2014 at a suitable visible place, which is not subject to wear and tear.

Size wise Break up :-

Size	Material Code No	Quantity in pairs
05	93070640023	150
06	93070640042	6700
07	93070640054	9300
08	93070640066	7000
09	93070640078	1500
10	93070640081	350
Total :-		25000 pairs

Appendix-I

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messjers ----- a company having its office at -----  
-----hereinafter called the Seller has entered into a  
Contract No.-----dt----- (hereinafter called the said Contract) with  
Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and  
conditions in the said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be  
made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee  
for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by  
the seller 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 the purchaser by reason of any of the terms or  
conditions contained in the said contract.

The ----- Bank having its office at ----- has at the request of seller agreed  
to give the guarantee herein after 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 of any of the terms or 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 purchase and the seller regarding the  
claim. However , our liability under this guarantee shall be restricted to an amount not exceeding -----

3. We, ----- Bank Ltd., 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  
purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase  
certified that the terms and conditions of the said contract have been fully and properly carried out by the said  
seller and accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us  
in writing on or before the ----- ( date to be given -----) months from the date of Bank  
Guarantee) 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 affecting in any manner no obligations hereunder to vary any of the terms and  
conditions of the said 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 by any such matter or thing whatsoever which under the law relating to sureties would be for this  
provision have effect of an 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 this  
purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the  
purchaser may demand.

5. We, ----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with  
the previous consent of the purchaser , in writing.

6. 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.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the  
Contractor.

(In case the B/Gs are from outstation branch of Dhanbad/Kolkata 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 Branch:

Location and address:

The BG shall be subject to the jurisdiction of the Civil Courts Dhanbad District only.)

Date ----- Day of -----20

For ----- Bank Limited

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