



"Under Jurisdiction of Nagpur Court only"

	Western Coalfields Ltd. (A Mini Ratna company) (A Govt. of India Undertaking) (Website :westerncoal.nic.in ) e- mail: gmmm.wcl@coalindia.in	OFFICE OF THE GENERAL MANAGER (MM) FAX . : 0712- 2510284
Regd. Off. : Coal Estate, Civil Lines, Nagpur – 440 001.		

PO No: 11100731918160

Dated:18/12/2018

By registered post with A/D

TO,  
 M/s Bihar Rubber Company Limited.  
 Industrial Area, Kokar  
 Ranchi 834001  
 Jharkhand  
 E-Mail: brcranchi@hotmail.com

VENDOR CODE: 132003  
 Vendor type: **NSIC**  
 FAX: 0651-2544703

Dear Sir,

Sub:Formal Supply Order for supply of IS marked fully moulded type - II protective rubber mining safety canvas boot/shoes

Ref:i)ECL Rate Contract No.05866217(R/C)dated 07/02/2017 & Amdt no. 05866217(R/C)/A/452 dated 07/08/2017

(ii) Your letter no. NIL dated 12/11/2018 giving your consent to supply against valid RC of ECL vide No. 05866217(R/C) dated 07/02/2017 & Amdt no. 05866217(R/C)/A/452 dated 07/08/2017

Dear Sir,

With reference to the above, we hereby place our formal Supply Order on you for supply of IS Marked Fully Moulded type - II Protective Rubber Mining Safety Canvas Boot/Shoes manufactured by M/s Bihar Rubber Company Ltd., Ranchi, Jharkhand as per specification, terms and conditions of ECL's RC stipulated hereunder:

**SCOPE OF SUPPLY & PRICES:-**

SL	DESCRIPTION OF ITEM	QTY (Pairs)	Unit Price Rs	Ext Value (Rs)
1	"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 technical specification for fully moulded rubber canvas Boot shall be as per Annexure-A. (Size wise break up in pairs) No. 5 -200, No.6 -2467, No.7 6673, No.8 -7662, No.9 4262, No.10 -950).	22,214 pairs	322.00	71,52,908.00
Add d: GST @5%				3,57,645.40
<b>Total</b>				75,10,553.40
Add d: Pre-despatch Inspection Charges @1 % on FOR Destination Price.				75,105.53
<b>Total Landed Value</b>				75,85,658.93

**Amount in words:** Seventy Five lakhs eighty five thousand six hundred fifty eight and ninety three paise only.

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**Terms and Conditions:**

**1. Price:** The prices indicated above are Firm and on FOR Destination on door delivery basis.

**2. GST:** Shall be payable extra as applicable as per Annexure VI & VII of ECL RC (copy enclosed as Annexure -D). The present applicable rate of GST is @ 05%. Input tax credit on GST shall be availed by WCL as per GST rule. Firm shall submit GST Compliant Invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you.


The relevant provisions of GST applicable are given below:

- a) The supplier shall be liable to declare the amount of Excise duty, CVD, SAD or any other tax subsumed in GST which are included in the price of material or value quoted at the time of bidding as per Anti profiteering certificate to be furnished at the time of supply as per enclosed format at Annexure "D"
- b) Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to by the supplier to the recipient (i.e. WCL) by way of commensurate reduction in prices as required under GST provisions.
- c) In the event, the supplier fails to disclose the taxes, cess and duties (included in the rate quoted by the bidder prior to the date of applicability of GST) which have been subsumed upon introduction of GST, WCL shall have right to determine the amount of tax, cess and duties so included in the rate quoted to ascertain the taxable value of supply. The supplier shall be paid, the taxable value plus CGST & SGST or IGST and GST Compensation cess applicable on the taxable value so ascertained.  
The supplier shall have no right to question or dispute the basis adopted by WCL for ascertainment of taxable value and GST.
- d) The tax invoice raised by the supplier against the goods supplied on or after the appointed day must be in compliance of relevant GST Acts, rules & notifications made here under and should bear the GSTIN-23AAACW1578L1Z4 of WCL in case of supply to Areas/units of WCL within the state of Maharashtra.
- e) The CGST & SGST, or IGST and GST (Compensation to state tax) , as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that WCL could be able to avail Input tax credit of such CGST & GST or IGST and GST(compensation to state cess) reflected in the invoice.
- f) If WCL fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to WCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- g) The amount of CGST & SGST or IGST and GST cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of WCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of WCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier

**3. Supply & Billing:** Supply and billing of items against this Supply Order will be done by your authorized dealer M/s. Hindusthan Mercantile Company, 144/145, J.N Mukherjee Road, Plot No: 48, Near Shaktipir, Ghosury, Howrah - 711 107 (WB)

**4. P & F charges, Freight charges, Transit Insurance and other charges:** NIL .To be absorbed by the firm.

**5. DELIVERY SCHEDULE:** Supply shall be completed within 120 days from the date of issue of Purchase Order. Early delivery shall be acceptable. The

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PQ No: 11100731918160 Dated: 18/12/2018 on Bihar Rubber Company Limited

delivery shall be on FOR destination basis and delivery period shall be counted from the date of issue of order.

**6. Terms of Payment:** 100% payment will be made within 21 days of receipt and acceptance of materials at destination stores or submission of bill whichever is later against submission of confirmed PBG as per clause no. 8 below.

Payee details:

1	Name of the Payee	M/s HINDUSTHAN MERCANTILE COMPANY
2	Address	144/145, J.N MUKHERJEE ROAD, PLOT NO: 48, NEAR SHAKTIPIR GHUSURY HOWRAH 711107
3.	Bank Account No. of Payee	00082320005690
4.	Name of Bank	HDFC BANK LTD
5.	Name of Branch and Branch Code	STEPHEN HOUSE BRANCH, 4, BBD BAGH EAST, BRANCH CODE - 0008
6	Pan Card No. of Payee	AABFH9891D
7.	Indian Financial Service code (ITS Code)	HDFC/ 0000008

**7. Security Deposit:** (a) You/your dealer as at clause no. 3 above 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 Scheduled/Nationalized Bank for 10% (ten percent) of the 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 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 the 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 the your performance shall be 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 into 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. Wherever, 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. BG shall be in paper form as well as issued under "SFMS".

**8. Performance Bank Guarantee:** (a) Performance Bank Guarantee towards contractual obligation, for 10% of the landed value of order will be furnished by you/your dealer as at clause no. 3 above to WCL in the form of a Bank Guarantee issued by any scheduled bank of India in the format enclosed. The Landed value of the order shall be calculated without considering ITC set off. The currency of the PBG, shall be same as that of the order, (b) The performance Bank Guarantee furnished by supplier will be irrevocable and unconditional and WCL shall have the powers to invoke it notwithstanding any dispute or difference between you and WCL 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 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. BG shall be in paper form as well as issued under "SFMS".

**9. Inspection:** The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected /tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods/make alternation necessary to meet the specifications free of cost to the purchaser.

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**10. 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 Performance Bank Guarantee, In this case the Format of Bank Guarantee for Security Deposit/ Performance BG is attached herewith (Annexure "C")

**11 .(a) Pre-dispatch Inspection:** Pre-dispatch inspection of the Protective Rubber Canvas Boots will be carried out by CMPDIL, Ranchi as per their methodology at the works of the firm before dispatch as per detailed specification contained in the supply order. The Inspection fee on FOR Destination value of the material and service tax at prevalent rate (Current rate of Inspection fee is 1% and the GST as applicable) on inspection charges shall initially be payable to CMPDIL, Ranchi by the firm along with inspection call letter by DD. The pre-dispatch inspection charges shall be reimbursed subsequently by WCL to the firm against documentary evidence together with consignment billing. Minimum 07 (seven) days notice shall be given to CMPDIL for arranging inspection within valid delivery period. The payment of inspection charges to be made through e- mode through "State Bank collect". The e money receipt generated on line by "State Bank collect" to be treated as official money receipt issued by CMPDIL. GST on Pre dispatch inspection charges shall not be claimed by firm vis-à-vis will not be reimbursed by WCL

**(b) Final Inspection:** Final Inspection shall be carried out at the Consignee end after receipt of the material at site.

**12. GUARANTEE/WARRANTY:** Manufacturer shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of use or 18 months from the date of receipt and acceptance by WCL. The supplier shall be responsible for any defects that they develop under the conditions provided for the contract and under proper use, arising from faulty materials-, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such, replacement or renewal should be made by the supplier without any extra cost to WCL or door delivery basis. The stores to be supplied shall be new, unused and of current design and specifications at Annexure-A of RC. Manufacturer's guarantee certificate to this effect shall be submitted by supplier along with supplies

**13. PRICE FALL CLAUSE:** The Prices charged for the stores to be supplied under the supply /purchase order by the- suppliers shall in no event exceed the lowest price -at which suppliers sell the stores or offer to sell the stores of identical description to any customer during the tenure of the supply order. If any time during the said period, the suppliers reduce the sale price, sell or offers to sell such stores to any other customer at a price lower than the ordered price , they shall forthwith notify such reduction of sale or offer to sell to us to enable us to amend the rates of the order.

A certificate to this effect shall be submitted by supplier along with supplies

**14. PRICE CERTIFICATE:** Price certificate should be typed on the body of invoice certifying that the price charged are not higher than the price applicable to any customer in India CIL/Subsidiary companies/DGS&D.

**15. CONSIGNEE:** Depot Officer, WCL, Central Stores, Tadali, Maharashtra

**16. Paying Authority:** GM(F)I/c, WCL, HQ, Nagpur.

**17. L D Clause:** In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Eastern Coalfields Limited, shall have the right.

a) To recovery from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful bidder has not been able to supply 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 increase to 15% at the discretion of Head of the Materials Management Division.

b) To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of a

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PQ No: 11100731918160 Dated: 18/12/2018 on Bihar Rubber Company Limited

similar description without cancelling the supply order in respect of the consignment not yet due for supply OR

- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at 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 forfeit the performance bank guarantee full or part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier. WCL and its subsidiary companies shall be entitled to recover such sum by appropriating, to part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay WCL and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase

**18. Risk Purchase:** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in WCL and also in any other Subsidiary Company. Further the Risk Purchase condition may be initiated under any of the following conditions:

- a) When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- c) When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- d) When the materials are urgently required and the supplier fails to deliver the materials within the extended /original delivery schedule.
- e) When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

**19. FORCE MAJEURE CONDITIONS:** If the execution of the contract / supply order is delay 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 Gods then WCL 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 WCL 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.

**20. BIS MARKING:** The boots should bear relevant ISI marking . If at any time BIS withdraw their approval, firm shall be liable to take back any unapproved consignments supplied to WCL at your own cost and risk as well as refund any payment received by yourselves in this regard; Photostat copies (in duplicate) of valid ISI marking license must accompany each consignment.

**21. SUBMISSION OF BILLS:** For claiming payment, the following documents are to be submitted in quadruplicate along with original bills as per terms of the supply order to the consignee.

1. Delivery Challan in original.
2. Pre-receipted and stamped GST compliant Invoice in original.
3. Packing list in original list giving details of bill of materials, if applicable.
4. Consignment note /RR/LR in original .
5. Warranty/Guarantee certificate.
6. Manufacturers test certificate.

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PO No: 11100731918160 Dated: 18/12/2018 on Bihar Rubber Company Limited

7. DGMS /BIS/Pre dispatch inspection certificates/any other document, if required as per the contract specifications

8. Price Certificate as per Clause No. 13& 14

Any other document indicated elsewhere in the Order and technical specification.

**22. BRAND NAME & MODEL:** "DUCKBACK" from M/s Bihar Rubber Co, Ltd. MANUFACTURER'S TEST CERTIFICATE- The Manufacturers have to submit a certificate-along with supply that routine test were done in their premises and the result conform to the relevant test parameter stipulated by BIS/DGMS/Other Govt. regulatory bodies.

**23. AFTER SALE SERVICE:** You shall have to extend proper After Sale Service throughout the life of shoes. For the purposes of after sales service, the following contact details as per RC is being Indicated:

M/s. Hindusthan Mercantile Company, 144/145, J,N Mukherjee Road, Plot Mo: 48, Near Shaktipir, Ghosury, Howrah - 711107 (WB)

**24. INTEGRITY PACT:** The Integrity pact signed and submitted by you along with your offer against ECL tender shall be remain valid and applicable against this contract.

**25. Technical Support and Service:** In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the item supplied.

All other terms and conditions of the supply order shall be as per ECL's RC vide no. 05866217(R/C) dated 07/02/2017 and subsequent amendment vide no. 05866217(R/C)/A/452 dated 07/08/2017

General Terms and Conditions: Unless otherwise specified in the order/RC, the order shall be subject to General terms and conditions as per Annexure-B

All disputes arising out of this contract shall be under the jurisdiction of Nagpur court only.

The supply order is issued with this acceptance. However, you are requested to acknowledge the receipt of the order by sending back a duly signed and stamped copy of the order within 15 days from the date of the order.

All other terms and condition shall be as per NIT and Rate Contract of ECL.

Encl:-1. Technical Specification. - Annexure - "A"

2. General Terms & Conditions - Annexure - "B"

3. Security Deposit /Performance Bank Guarantee format - Annexure - C

4. Amdt w.r.t to GST and Anti profiteering certificate- - Annexure - "D"

Yours Faithfully,

For & on behalf of Western Coalfields Ltd.

  
(C Ramiah)

Sr Manager(MM)



(KSR Divakar)

Chief Manager (MM)

(1) M/s. Hindusthan Mercantile Company, 144/145, JN Mukherjee Road, Plot no:48, Shaktipir, Ghosury, Howrah - 711107 (WB)

Copy to :

- GM(S&C)HoD /GM(Finance)I/c, WCL, HQ , Nagpur.
- AGM/ASO/SO (MM)/AFM, All WCL Areas
- Sr. Manager (Finance) /C&B/ Sr. Manager (Finance) /CP, WCL, HQ, Nagpur
- Sr. Manager (MM/Admn.), WCL, HQ, Nagpur -
- Depot Officer, WCL, Central Stores, Tadali
- GM (E&M) HoD, Central Mine Planning & Design Institute Ltd, Gondwana palace, Kanke Road, Ranchi-834008

This issued with the concurrence and approval of Competent Authority.

  
Sr Manager(MM)



  
Chief Manager(MM)

BC details:

Area	BC NO.	Available BC for Mining shoes
NAGPUR	AFM / CGM-NGP/ BC/ REV/ OS(S AFETY) / A&B CLASS/HQ/ 18-19/01 DT 17.02.2018	4452000.00
UMRER	WCL/UA/2018-19/02/18 DT 28.02.18 and WCL/UA/2018-19/02/28 DT 31.05.18	1549596.00
MAJRI	RB/MA/GM/4460/Safety ITEMS/08/02/CP/2018-19 DT 30.01.18	412500.00
CHANDRAPUR	RB/CHA/AREA/MB/A&B-E&M STORES/SAFETY/60/07/18-19 DT 29.09.17	4319247.00
WANI NORTH	REV/WNA/HQA&B/ 18-19/SAFETY/2 DTD. 29.01.2018	1288000.00
BALLARPUR	BA/RB/SAFTEY/10/140/18-19/DT 28.01.18 AND BA/RB/SAFTEY/12/148/18-19/DT 07.06.18	1500000.00
WANI AREA	RB/WA/CGM/901/18-19 DT 26.02.18	2511600.00
PENCH	WCL/PENCH/AREA/BC/R/1/3/1/18-19/DT 28.03.18.	1178520.00
KANHAN	KAN/ACCTT/A&B/OTHER STORES/ 18-19/19DTD. 24/04/18	1352400.00
PKD	WCL/PKD/1819/STORES/HQ/SAFETY/ 30 DTD. 17/01/18	4278702.00
TOTAL		22842565.00

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ANNEXURE-A

Detailed Technical Specification:

1. The Protective Rubber Canvas Boots/shoes 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 confirming to DGMS Circular no: 13 of Dhanbad dated 04.06.2015.
- 2.(a) The supplied boots should comply to all the parameters of DGMS circular no. 13 of Dhanbad dated 04.06.2015
- (b) The boot shall bear marking of:-
  1. BIS Licence No.
  2. IS No.
  3. Date of Manufacturer
  4. Size
  5. Name/Brand of Manufacturer
  6. Safety or protective boot designation (S) to the protection provided.
  7. Batch No.
- c) Photo state authenticated copy of valid BIS marking license duly attested by notary public must be submitted along with each consignment.
3. The size and shape of the 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 conform to the following additional conditions:-
  - a) Polymer content: 50% (minimum)
  - b) Zinc Oxide Content: 3%
  - c) Carbon Black Content: 23%
5. All Rubber components other than the sole and heel must have minimum 40% polymer content.
6. Additional strip of canvas should be provided immediately below the back edge of protective steel toe cap
7. Construction of Canvas Boots Type - II shall be of fully moulded type.
8. 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: 15298 (Part-1): 2002
9. Polymer blended lace having breaking strength of 60 Kgf with plastic tip to be provided to extend working life in moist condition.
10. All rubber components must have clear abrasion test as per IS: 3400 (Part-3): 1987. The relative volume loss such test must not exceed 150 cub, mm per 1000 revolutions.
11. Acceptance test:
  - (i) the test report issued by Govt. approved laboratories CIMFR/ ERDA/ CPRI/ERTL/ISM may be accepted , in addition to this test report of a Test house accredited by NABL may also be accepted, subject to confirmation of its ability to conduct test in pursuance with prescribed national/international standards/DGMS testing protocol, and the test house not a part of any equipment manufacturer's testing facility, (ii) Manufacturer shall supply to the users copies of such valid certificated (S) license and test reports mentioned in the aforesaid to facilitate use of protective footwear manufactured by them along with each supply, (iii) In case receipt of repeated complaints against Boots /Shoes supplied, management will take suitable action to black list the supplier and to debar the supplier from participation in future tender.
12. Shoe Colour & Mark: KHAKI & WCL.

  
Sr Manager(MM)



  
Chief Manager(MM) 1.8/12/18



