

	<p align="center">EASTERN COALFIELDS LIMITED (A Subsidiary of Coal India Limited) A Govt of India Undertaking</p> <p>OFFICE OF THE GENERAL MANAGER(MM) MM DEPTT. SANCTORIA, P.O. DISHERGARH-713333, DIST: B U R D W A N, WEST BENGAL</p> <p>GRAM: EASTCOAL-DISHERGARH FAX: 0341-2522061 / 2520459 WBST REGN.NO: 19741701-125 VAT Regn.No.19741701-028 CST REGN. No: 1941701-222</p>
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= PURCHASE ORDER =

Purchase Order No: 05863204(40)

Dated: 01.02.2014

Registered A/D

To:-

M/S. S.K. International
133, Paggeyaputti Street,
Kolkata 70007 (West Bengal)

Sub: Purchase Order for supply of DGMS approved PVC Gum Boot.

Ref:

1. Our Tender No: ECL/PUR/61233132/E/ PVC Gum Boot/016, opened on 11.06.2013
2. Our Subsequent Correspondences resting with last Letter no: ECL/PUR/61233132/E/ PVC Gum Boot /016/1773 dated 20.01.2014 - Letter of Intent (LOI).
3. Your offer against the above e-tender and subsequent letters resting with the last letter no: SKI/ECL/13-14 , dated 21.01.2014

Dear Sir,

Please arrange to supply the following materials as per rates, terms and conditions mentioned below:-

Sl. No	Description of items	Quantity Required.	Unit	Basic price per (Pairs) (Rs.)	Extended (Basic) Value (Rs)
1.	DGMS approved PVC Gum Boot, Make - 'ARVIND' Brand- 'TARJAN' of size no. 6	2,185	Pairs	450.00	9,83,250.00
2.	DGMS approved PVC Gum Boot, Make - 'ARVIND' Brand- 'TARJAN' of size no. 7	2,405	Pairs	450.00	10,82,250.00
3.	DGMS approved PVC Gum Boot, Make - 'ARVIND' Brand- 'TARJAN' of size no. 8	1,811	Pairs	450.00	8,14,950.00
4.	DGMS approved PVC Gum Boot, Make - 'ARVIND' Brand- 'TARJAN' of size no. 9	1,155	Pairs	450.00	5,19,750.00
5.	DGMS approved PVC Gum Boot, Make - 'ARVIND' Brand- 'TARJAN' of size no. 10	580	Pairs	450.00	2,61,000.00
	TOTAL				36,61,200.00

(RUPEES THIRTY SIX LAKHS SIXTY ONE THOUSAND TWO HUNDRED ONLY)

Note : This Purchase order is in confirmation to our letter of Intent(LOI) no ECL/PUR/61233132/E/PVC Gum Boot /016/1773 dated 20.01.2014

TECHNICAL SPECIFICATION

- a) Life- 12 months
- b) Only PVC Gum Boot with DGMS approval should be supplied . The PVC Gum Boot should be DGMS approved with valid BIS license as updated . Steel Toe cap to conform IS: 5582-2004
- c) Valid DGMS approval copy and valid BIS Licence copy should be submitted alongwith the supplies

=/SPECIAL NOTES/=

- 1) **Price:** F.O.R. destination and FIRM.
- 2) **Excise Duty:** Not applicable.
- 3) **VAT:** VAT inclusive @ 5%
- 4) **Transit Insurance:** To be arranged by you at your risk and cost.
- 5) **Consignee:** Dy.General Manager, Sodepur Central Stores, ECL Po: Sunderchak, Dist: Burdwan (WB).

NOTE FOR CONSIGNEE:: Please send SR Notes , Challan, Inspection Note and 3 (three) copies of bills (including the original) and any other requisite documents , to the Paying Authority.

6)Paying Authority: General Manager (F)I/C, ECL, Sanctoria, PO: Dishergarh-713333, Dist. Burdwan, W.B.

7) 100% payment will be made by cheque within 21 days of receipt and acceptance of materials at consignee's end or submission of bills together with documents stipulated in the order, whichever is later.

Payee details:

1.	Name of the Payee in Block Letter	S.K.INTERNATIONAL
2.	Address	13, PAGGEYA PATTI STREET, KOLKATA - 700006
3.	Bank Account No. of Payee	000601051960
4.	Name of Bank	ICICI BANK
5.	Name of Branch and Branch Code	R.N.MUKHERJEE ROAD BRANCH , RASOI COURT
6.	Pan Card no. of Payee	ACSPD 8473E
7.	IFSC Code	ICIC0000006

8) Delivery: To Commence within 04 (Four) weeks . Minimum 50% must be supplied within 45 days and rest in subsequent days. Total supply must be completed within 03 months (90 days)

9) Despatch Instruction: The shoes properly packed to prevent loss/damage in transit, handling or storage, should be dispatched by you to the Consignee in matching pair by Road Transport.

10) Price Fall Clause: (a) The Prices charged for the stores to be supplied under this supply/purchase order by you shall in no event exceed the lowest price at which you sell the stores or offer to sell the stores of identical description to any customer during the tenure of this purchase order.

(b) If any time during the said period, you reduce the sale price, sell or offer to sell such stores to any other customers at a price lower than the ordered price, you shall forthwith notify such reduction of sale or offer to sale to us to enable us to amend the rates of the purchase order. You shall also be responsible for intimating your acceptance of such contract/orders at lower prices to this office.

11) Price Certificate: You have to certify that price being charged by you is the lowest one and is not higher than the price charged by you for similar type of materials to the Govt. Deptt. Including CIL and its Subsidiaries.

12) L.D. (Liquidated Damage) Clause: To recover from you as agreed, Liquidated Damages, a sum not less than @ ½% (half percent) of the price of any stores, which you will not be able to supply as aforesaid for each week or part of the week during which the delivery of such stores may be in arrears, limited to 10% (ten percent). Where felt necessary, the limit of 10% (ten percent) can be increased to 15% (fifteen percent).

To purchase elsewhere, after due notice to you on your account and at the risk of you, the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply.

To cancel the supply order or a portion thereof and if so desire to purchase the stores at the risk and cost of you.

To extend the delivery period 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 above.

To forfeit the security deposit in full or in part.

Whenever under this contract a sum of money is recoverable from any payable by you, CIL and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to you in this or any other contract. Should this some be not sufficient to recover the full amount recoverable, you shall pay to CIL/its subsidiary companies on demand the remaining balance. You shall however, not be entitled to any gain on such purchase.

13)DGMS approval and BIS Marking: The boots should bear relevant ISI marking and DGMS approval. If at any time DGMS or BIS withdraw their approval, you shall be liable to take back any unapproved consignments supplied to us 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 and DGMS approval must accompany each consignment supplied and one copy each should also be provided to the Paying Authority and the GM (MM) (PUR), ECL HQ.

14)Submission of Bills: Separate bills (in triplicate)/challans should be raised for each consignment along with consignment note, Guarantee/Warranty Certificate, Copy of BIS Licence, Copy of valid DGMS approval and other relevant documents.

- 15) Please quote the Purchase Order No. and date in all your correspondence. Please return one copy of the order duly signed and stamped within 10 (ten) days as a token of acceptance of the same.
- 16) All terms & conditions of NIT/ tender documents provided to you are also an integral part of this purchase order unless mentioned other wise herein. Further, All terms & conditions of "General terms and conditions for supply of stores" attached herewith (Annexure- I) will form part of this order unless stated otherwise herein.
- 17) Inspection: The materials to be supplied against the order are subject to inspection by the authority to be deputed for the purpose before dispatch, if required. The stores as received by the consignee will also be subject to inspection at consignee's end by authorized representative of GM (Safety) and the same shall be final and binding upon the supplier. If any stores are rejected, consignee will have liberty to:-
Allow the supplier for satisfactory replacement of the rejected part within a specified time and supplier will bear the cost of replacement such as freight etc. and any such replacement will be without being entitled to any extra payment.
Buy elsewhere the quantity of stores similar to those rejected at the risk and cost of the suppliers.
Terminate the contract whether in part or whole. Rejected part / quantity shall have to be removed by the suppliers within 15 days of receipt of intimation of rejection.
- 18) **Guarantee/Warranty:** The Supplied PVC Gum Boot/Knee Boot should have guarantee of atleast 12(twelve) months from the date of use , in case failure within Guarantee period , the replacement shall be done by manufacturer/ supplier free of cost within 15 days of information to the manufacturer/supplier.
- 19) **Security Deposit:** To deposit SD in the form of Bank Guarantee in prescribed format or in the form of Bank Draft of any Scheduled/ Nationalized Bank payable at Asansol drawn in favour of Eastern Coalfields Limited for 10% of the ordered landed value. SD will be refunded to the firm within 30 days of satisfactory execution of the contract.
- 20) **Performance Bank Guarantee:** You shall furnish a Performance Bank Guarantee for 15% (Fifteen percent) of the order value on landed basis valid for a period of 12 (Twelve) months from the date of last supply. The Bank Guarantee must be issued from a Nationalized/Scheduled Bank on a non-judicial Stamp paper of Rs.55/- (Rupees Fifty five) only or more strictly as per our format. The stamp paper for the purpose of Bank Guarantee must be in the name of the Bank. Alternatively, the supplier may accept payment of the order value on completion of Guarantee period of 12 months & after recovering value of un-replaced failed Gum Boots.
- 21) The terms and conditions of NIT will also be the integral part of this purchase order.
- 22) All disputes are under the jurisdiction of Asansol Court.

ENCLOSURES: Annexure – I: General Terms & Conditions for Supply of Stores.
Annexure – II: Format for " Guarantee Bond for Security"
Annexure – III: Format for " Letter of Performance Bank Guarantee"
Annexure – IV: Format for " Guarantee Bond for Security cum Performance"

Yours faithfully,
For and on behalf of ECL

(D.Kumar)
Sr. Manager (Pur)

(S.Anwer)
Chief Manager (Pur)-III

Cc to : M/s Arwind Footwear Pvt. Ltd., Plot no C-35, MIDC Industiral Area , Ahmednagar – 414111, Maharastra – This refers their letter no AFPL/F-2/ECL13-14 dated 31.05.2013 authorising M/s S.K. International as their authorized dealer for the product.

Cc: GM(MM)(PUR) /GM (MM)(Stores)/ GM(Safety) / CVO - ECL HQ.

Cc: Progress Cell, ECL HQ – The above is covered under IC No. 61233132 dated 14.01.2013. issued against indent no: ECL/Safety/62/494,dated 22.11.2012 under cover of NS no: ECL/Safety/231/62 dated 24.11.2013 & Jhanjhra Area Indnet no AGT/JNR/JPC/SO/MIC2013/232 dated 22/5/2013

Cc:GM(F)I/C/Chief Manager (MM)//Chief Manager (Bills)ECL(HQ)– BC NO.MB/R-160/Gum Boot/13-14 dated 30.1.2014 for Rs. 36,61,200.00 and FC no: Chief Manager (F)/Gum Boot/13-14/87 dated 30.1.2014 for Rs.36,61,200.00 (Thirty Six Lakhs Sixty One Thousand Two hundred only)

Cc: Dy. GM, Sodepur Central Stores, ECL

Cc: GM(MM)–BCCL / CCL / NCL / WCL / SECL / MCL.

Cc: Asstt. Commissioner, Commercial Taxes, Central Section,

14, Beliaghata Road, Kolkata – 700015.