



(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, 4th 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

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

SUPPLY/ PURCHASE ORDER

Ref no: KOL/72/Lead Acid Battery/MB/2013/35

Date: 18.02.2013

**M/s.Dishant Engineering Works,
144/145, J.N.Mukherjee Road,
Ghusuri, Howrah -711107.
West Bengal.**

BY REGISTERED POST

Contact Person: Mr.D. Mundra

Contact No: 033-26552171;09433062638(M).

New Vendor Code: 1/24/M/S/002)

Sub: Supply of Lead Acid Automotive Battery Conforming to IS: 14257/1995 .
Ref: BCCL Tender No: Kol/72/Lead Acid Battery/MB/06/12-13/17 Opened on
30.11.2012 & your offer No. DEW/BCCL/12-13/17 dt.20.11.2012 read along
with subsequent correspondences and your last letter dated 05.01.2013.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of Fully charged (factory charged) Lead Acid Battery at
the following price, terms and conditions:

SCOPE OF SUPPLY:

Sl no.	Item	Qty. (nos)	Basic Rate (Each)	Basic Value
1.	Fully charged (factory charged) lead-Acid battery for motor vehicles with light weight and high cranking performance, low maintenance ,conforming to IS:14257/1995 (amended up to date) of following capacities: Details technical specification as per Annexure-A enclosed. Brand- 'DEW-X'. Size:- 12 V, 25PI-180AH (Mat Code No:94060600211) Size: - 12V, 19 PI-120 AH(Mat Code No:94060600231) CST @2% extra against 'C' form – Inspection charges @0.8% on FOR value – Service charges @12.36% on Inspection charge--	362 107	Rs.7443.00 Rs.5945.00 Total Value	Rs.2694366.00 <u>Rs. 636115.00</u> Rs.3330481.00 Rs. 66609.62 Rs. 27176.72 <u>Rs. 3359.04</u> Rs.3427626.38

(Rupees Thirty Four lakh twenty seven thousand six hundred twenty six & paise Thirty eight only)

TERMS & CONDITIONS:

1. **Payment Terms:** 100% payment shall be made within 21 days from the date of receipt and acceptance of materials at site or from the date of receipt of supply bills along with all relevant documents, whichever is later.

2. **Prices:** FIRM and FOR destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.

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:** -- 50% quantity of both ordered capacity to be supplied within 3 months or earlier from the date of receipt of supply order and balance 50% quantity to be completed within next 3 months.

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 Rs.342763.00 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, Ranchi at your Works premises. Inspection Fees @0.8% on FOR destination price and Service Tax @12.36% 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 shall be carried out at the consignee end after receipt of materials.

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 submitted to MM Division, BCCL, 6, Lyons Range, 4th 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 initially to the consignee, which will be subsequently forwarded by the consignee to the Paying Authority for payment.

Bill should be submitted along with receipted delivery challan in original, Consignee note (if any), Guarantee/ Warranty certificate, Price Certificate, Copy of Inspection Note of CMPDIL and other relevant documents, as per order should be raised and submitted to the Consignee for payment through Paying Authority.

NB: all documents to be submitted shall be authenticated.

13. **Guarantee /Warranty**– 18 months from the date of receipt or 12 months from the date of installation whichever is earlier against any manufacturing defect/ workmanship/ inferior quality. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective batteries will be replaced by you at site free of cost within 30 days of settlement of warranty claims. You shall stock sufficient spare batteries to take care of warranty failures.

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** – Consignment shall be supplied in suitable standard proper packing.

16 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 cession 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.

17. MODE OF DESPATCH: The consignment should be dispatched by road transport on freight paid basis under intimation to the consignee as well as to this office.

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

19. **Paying Authority**- Sr.Manager (F)I/C, BCCL,Kolkata.

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

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

22. Place of Dispatch: 144/145, J.N.Mukherjee Road, Ghosury, Howrah-711107.

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.

Chief Manager (MM)

INDENT REFERENCE:

Sr. No	Indent no. and Date	Budget Certification & Fund Certification no. & dt.	Indenting Authority
1	MB/08(KOL)/12-13 dt.12.09.2012	BC No: BCCL/BC/Rev/Other Stores/12-13/Automotive Battery/24 dt.12.02.13 for Rs.4328130.42 FC No: Auto Battery/Other Stores/12-13/13 for Rs. 4328130.42	GM(MM)S, Dhanbad.

Copy to:

1. CGM (E&M) PUR, BCCL, Koyla Bhavan, Dhanbad.
2. GM (MM)PUR, BCCL, Koyla Bhavan, Dhanbad.
3. GM (MM) Stores, BCCL, Koyla Bhavan, Dhanbad.
4. Sr.Manager (F) I/C, BCCL, Kolkata.
5. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
6. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
7. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand. Ph: 0651-2792298; Fax No: 0651-2230127
8. Master File/Office Copy.

DETAILED TECHNICAL SPECIFICATIONS FOR LEAD ACID BATTERY.

The 5-h rate of discharge capacity at 27 degree C and reference 20-h rate of discharge capacity shall be as per Tab-2 of IS:14257/1995.

- The dimensions, mass and layout shall conform to the table-2 of IS: 14257/1995 (latest).
- The electrolyte shall conform to Cl.No.4.5 of the IS: 14257/95 (latest).
- The material, construction, workmanship shall conform to respective clauses from 4.1 to 4.6 of the IS: 14257/95 (latest).
- The marking shall be as per Cl.No.8.1 of the IS & shall be embossed or silk –screen printed at a non-wearing surface suitable for the life of a battery.
- Acceptance Test Report as per Cl.No.9.1.2 of the IS:- The test report of each lot carried out in presence of inspecting agency shall be submitted along with the supply. The sampling & various acceptance tests shall conform to the respective provisions in the IS.
- As battery shall be factory – charged, the terminals will be capped with suitable removable plastic cap, which should not come out during transportation or storage.
- The battery should be suitable for a heavy vehicles operating in dust laden environment at an ambient temperature up to 46 degree C and relative humidity up to 98%. It should be shock and vibration resistant.
- AFTER SALES SERVICE:- The bidder shall confirm on prompt after sales service to the end user. The complaint will be attended immediately & free replacement under warranty, shall be made within 30 days from the date of receipt of the complaints. The successful bidder shall depute their service personnel to carry out random checking for the performance of the battery once in 3 months and a report shall be submitted in the office of CGM(E&M) Koyla Bhawan.

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 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 authorized person
for and on behalf of the Bank.**