



(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: <http://bccl.cmpdi.co.in>

Ref no: KOL/72/UB-JC/Auto Battery/2010/37

Date: 10.06.2011

**M/s.Dishant Engineering Works,
Seepat Road, (Near Vasant Vihar Gate),
Rajkishore Nagar, Bilaspur,
Chattisgarh -495006.**

BY REGISTERED POST

Contact Person: Mr.Dishant Mundra
Contact No: 033-26552171;09433062638(M).

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

Sub: Supply of Lead Acid Automotive Battery size 12v x 180AH (25PL),
Conforming to IS: 7372/1995 with latest Amendment.

Ref: BCCL Tender No: Kol/72/UB-JC/ MB/ADVT/Automotive Battery/E-tender/
10-11/12 Opened on 18.02.2011 & your offer No. DEW/BCCL/FEB-2011 /
OFFER/12 dt.11.02.2011 read along with subsequent correspondences and
your last letter dated 29.04.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of Automotive Battery (Material Code: **94060600211**)
at the following price, terms and conditions:

SCOPE OF SUPPLY:

| Sl no. | Item | Qty. (nos) | Basic Rate (Each) | Basic Value |
|--------|--|------------|-------------------|---|
| 1. | Dry uncharged Lead Acid battery for Motor Vehicle conforming to IS:7372/95 with latest amendments and capacity at 20 Hrs.rate of discharge at 27°Centigrade assembled in hard rubber container and filled with micro porous separator and conforming to IS: 7372/1995 with latest amendment. Dimensions shall be as per Table –1 of IS: 7372 with amendment No.1. e. Brand- 'DEW'. Size:- 12 V x 180AH (25PL) CST @2% extra against 'C' form – Packing &Forwarding, charges @`.50/- each - Freight charges @`.200/- each -- Inspection charges @0.8% on FOR value – Service charges @10.3% on Inspection charge-- | 400 | `6124.00 | ` 2449600.00 ` 48992.00 ` 20000.00 ` 80000.00 ` 20788.73 ` 2141.23 ` 2621521.96 |

(Rupees Twenty six lakh twenty one thousand five hundred twenty one & poise ninety six only)

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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 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. Packing & Forwarding charges @ `50/- each and Freight Charges @`.200/- each shall be payable extra as indicated above.

3. **Delivery Schedule** – To start within 30 days from the date of receipt of supply order and to be completed another 45 days thereafter. However early delivery will be acceptable and appreciated.

4. **Security Money** – Exempted as registered with NSIC.

5. **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 @10.3% 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.

6. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

7. 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.
- 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.

8. 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.

9 Submission of Bills-Pre –receipted stamped original bill for 100% value in triplicate along with L/R packing list, delivery challan in original, Guarantee/ Warranty certificate, copy of Inspection note from M/s.CMPDIL, Ranchi ,Valid NSIC certificate and other relevant documents, etc should be raised and submitted to the Consignee only for payment from the paying authority.

10. Guarantee/Warranty –

Each Battery should be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of initial charging/commissioning, whichever is earlier against any manufacturing defects/workmanship/inferior quality. In case of any manufacturing defects and/or pre-mature failure, complaint shall be attended to immediately and if required defective battery should be replaced free of cost positively within 30 days.

11. EMBOSSING LOGO, SL. No & BRAND – Your logo, Brand name and Serial No.& date should be embossed in each battery preferably at a non-wearing surface.

12. AFTER SALES SERVICE-This should be provided to the end user as per NIT.Name of person and telephone number should be provided for the purpose of After Sales Service.

13. Packing - Consignment shall be supplied in suitable standard proper packing.

14 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.

15. Consignee: Depot Officer, Central Stores, Ekra, BCCL, Block-II Area, P.O: Bansjora, Dhanbad, Jharkhand, India.

16. Paying Authority- Sr.Manager (F), BCCL, KOLKATA.

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

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.

Prepared by

(J. Chakrabarty)

CM (MM)

INDENT REFERENCE

| Sr.No | Indent no. and Date | Budget Certification no. & dt. | Indenting Authority |
|-------|-----------------------------|---|--------------------------------------|
| 1 | MB/09/10-11 dt/27.9.2010 | BC No. BCCL/BC/Rev. other stores/11-12/06 dt 10.06.2011 for ₹.2621521.96 Revenue. | GM(MM)/(S), Koyla Bhawan.Dhanbad. |

Copy to:

1. GM (MM)(P)/GM(MM)(S), BCCL, Koyla Bhawan, Dhanbad.
2. CGM (E&M), BCCL, Koyla Bhawan, Dhanbad.
3. GM (Excvn), BCCL, Koyla Bhawan, Dhanbad.
4. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
5. Sr. Manager (F)(I/C) BCCL, Kolkata.
6. MM (Tech Cell), MM Div, Koyla Bhawan. Dhanbad.
7. GM (E&M), CMPDIL, GONDOWANA PLACE, KANKE ROAD, RANCHI-834008, JHARKHAND.
8. Master File/Office Copy.