

<p>भारत कोकिंग कोल लिमिटेड एक मिनीरत्न कंपनी (कोल इंडिया लिमिटेड का एक अंग) सामग्री प्रबंधन विभाग कोयला भवन, कोयला नगर धनबाद-826 005 सी.आइ.एन:यू.10101जे.एच.1972जी.ओ.1000918</p>		<p>Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal IndiLimited) Material Management Department Koyla Bhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918</p>
<p>SUPPLY / PURCHASE ORDER</p>		

Ref no: BCCL/PUR/816066/MB/17-18/Automotive Battery/113

Dt: 29.12.2017

By registered post

To,
M/s. Dishant Engineering Works,
144/145, J.N. Mukherjee Road,
Plot No: 48, Ghosury, Howrah-711107.
Contact Person: Mr. Sanjay Kheto
Contact No: 09433062638, 033-26552171

Category: Manufacturer-NSIC
New Vendor Code: 1/24/M/S/002
GSTIN: 19AAIFD3720G1ZL

Sub: Supply of Automotive Batteries of various capacities.
Ref: BCCL E-Tender No: BCCL/PUR/816066/MB/17-18/Automotive Battery/11 opened on-line on last extended date i.e. on 9.6.2017 against our Tender Id No: 2017_BCCL_68842_1.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order on you for supply of stores as per the following price, terms and Conditions:-

1. SCOPE OF SUPPLY

Sl no	Item description	Qty (in no.)	Rate Each (in Rs.)	Total in Rs.
01.	Valve regulated/MF Lead Acid Starter Battery in PP/ABS container fully factory charged at 20 hours discharge rate @ 27°C & CCA (minimum) as per enclosed technical brochure @ (-) 18 °C at 30 seconds as per IS:14257:1995 (updated) of following capacities :- 12V, 25Pl,180AH, Model: IN180; Make: Dishant Engineering Works (DEW-X); HSN Code: 85071000; Material Code: 94060600211	250	7594.00	1898500.00
02.	-Do- but, 12 V, 19 Pl,135AH, Model: IN135; Make: Dishant Engineering Works (DEW-X); HSN Code: 85071000; Material Code: 94060600231	150	5910.00	886500.00
03.	-Do- but, 12 V, 17 Pl,120AH, Model: IN120; Make: Dishant Engineering Works (DEW-X); HSN Code: 85071000; Material Code: 94060600208	120	5405.00	648600.00
04.	-Do- but, 12 V, 13 Pl, 88AH, Model: IN88; Make: Dishant Engineering Works (DEW-X); HSN Code: 85071000; Material Code: 94060600188	25	4100.00	102500.00




05.	-Do- but, 12 V, 11 Pl, 75AH, Model: IN70Z; Make: Dishant Engineering Works (DEW-X); HSN Code: 85071000; Material Code: 94060600176	07	3750.00	26250.00
Sub-total				3562350.00
IGST @ 28%				997458.00
Sub-total				4559808.00
CMPDIL Inspection charges @1%				45598.08
GST on inspection charge @18%				8207.65
Total:-				46,13,613.73

(Total contractual value: Rs. Forty Six lac thirteen thousand six hundred thirteen rupees and seventy three paise 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. **GST:-** (a) GST shall be paid extra as legally applicable. Present rate is 28% (IGST).
 (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
 (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
 (d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.
 (e) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. Your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.

4. **DELIVERY SCHEDULE:** - Delivery to be completed within 75 (Seventy Five) days or earlier from the date of receipt of supply order. 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.

5. **Security Money:** - Exempted as you are registered with NSIC. Copy of valid NSIC registration copy duly notarized is to be submitted along with your bills otherwise security deposit shall be obtained from you as per NIT.

6. **Inspection** – Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% 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 (Annexure-II).




7. Performance Bank Guarantee: You shall furnish a Performance Bank Guarantee as per Annexure-I enclosed on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period 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, Koyla Bhawan, BCCL Dhanbad-826005 on commencement of supply. PBG may be submitted either for the entire order quantity at a time or each lot wise. This Performance Guarantee shall be as coverage towards the supplier's performance against the contract performance of the Contract /Supply Order. No payment will be made without submission of Performance Bank Guarantee. If delivery period of supply is extended by any reason, the validity of BG would be extended correspondingly.

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

9. 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.

10. 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 GM (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.

11. **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 receipted delivery challan in original, Consignee note (if any), Packing list if any, Guarantee/ Warranty certificate, Notorized copy of Valid NSIC Certificate, Price Certificate, Copy of Inspection Note and money receipt of CMPDIL and other relevant documents, as per order should be submitted to the Consignee for payment through Paying Authority.
NB: all documents to be submitted shall be authenticated.

12. **Guarantee /Warranty**– Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt & acceptance of materials at consignee and against any manufacturing defects/workmanship/ Inferior quality. Any defects observed on this account shall be attended within 07 days from the date of receipt of report and immediately replace the material within 30 days free of cost.

13. **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”

14. **Packing** - Consignment shall be supplied in suitable standard proper packing as per NIT.

15. **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.

16. **Consignee** – Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad, Jharkhand, India.

17. **Paying Authority**- HOD(F)MM, BCCL, Koyla Bhawan,Dhanbad.

18. **Place of Dispatch:** Howrah, West Bengal

19. **AFTER SALES & SERVICES:** The firm should provide proper after sales service for maintenance of the batteries at site as and when required.

20. E-way bill, if required, shall be arranged by you.

21. **LOGO EMBOSSING:** LOGO and serial no. & manufacturing date should be affixed at a convenient place.

22. **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.



(Rohit Kumar)
Asst. Manager(MM)



(N.S. Saini)
General Manager (MM)

INDENT REFERENCE:

Sr. No	Indent No & IR No and Date	Budget Certification no. & dt.	Indenting Authority
1	MB/08(KOL)/16-17 dtd.06.07.2016; IR No. 816066 dtd.27.07.2016	BC No: BCCL/HQ/PUR.FIN/Store Budget/ Rev Bud/17-18/Other stores UG/31 dtd. 8.12.2017 and e-BC No: 477 dtd. 8.12.17 FC no: BCCL/PUR.FIN/FC/18 dtd. 20.12.17 for Rs. 46,13,614.00 and e-FC no: 370 dtd. 20.12.17	GM(MM)S, BCCL Dhanbad

Copy to:

1. GM (MM) , BCCL, Koyla Bhavan, Dhanbad.
2. GM(MM)S ,BCCL,Koyla Bhavan,Dhanbad..
3. GM (E&M),BCCL,Koyla Bhavan,Dhanbad.
4. HOD(F)MM , BCCL,Koyla Bhavan,Dhanbad.
5. Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad, Jharkhand, India.
6. GM (MM), CCL/NCL/WCL/MCL/ECL/SECL
7. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
8. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
9. Master File/Office Copy.



ANNEXURE- 'I'

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----
-----hereinafter called the Seller has entered into a Contract No. -----
-----dt.------(hereinafter called the said Contract) with Bharat Coking Coal Limited having its
Regd. Office (address to be given ----- (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, ----- (Name of the Bank) 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, ----- (Name of the Bank) 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 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 ----- period of contract + 90 days from the date of Bank
Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, (Name of the Bank) 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 relived 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, ----- (Name of the Bank) 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 BGs are from outstation branch of Dhanbad 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 the Branch :
Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper
form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under
SFMS mode platform are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196

Dated day of
For Bank

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

