

<b>भारत कोकिंग कोल लिमिटेड</b> 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		<b>Bharat Coking Coal Limited</b> A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department Koyla Bhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918
<b>SUPPLY / PURCHASE ORDER</b>		

Ref no: BCCL/PUR/517029/MF Battery/18-19/64

Dt: 17.8.2018

By registered post

To,  
M/s Jaikar Techno Pvt. Ltd,  
Katras Road,  
Dhanbad- 826001.  
Email id: jkdiesels@gmail.com

Category: Dealer  
New Vendor Code: 1/22/D/T/528  
GSTIN: 20AACCJ3455H3ZW  
Pan No.: AACCJ3455H

Sub: Supply of Maintenance Free Battery for HEMM Application.

Ref: BCCL E-Tender No: BCCL/PUR/517029/MF Battery/17-18/OTE/47 opened on-line on last extended date i.e. on 4.12.2017 against our Tender Id No: 2017\_BCCL\_83444\_1.

Dear Sirs,

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

**1. SCOPE OF SUPPLY**

SL NO.	DESCRIPTION	QTY.	Basic Price per No. (in Rs)	TOTAL VALUE
1.	Maintenance free battery for HEMM application, 12 volt, AH-160 (minimum), CCA (for 30 seconds at 0°F) – 1150 to 1650. Make: Cummins Trustart HSN Code: 85071000 Material Code: 94060600472	180 nos.	11402.10	2052378.00
CGST @ 14%				287332.92
SGST @ 14%				287332.92
Total				26,27,043.84
Rounded off to (In Rs.)				26,27,044.00

(Total contractual value: Rs. Twenty Six lac twenty seven thousand forty four rupees 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% (CGST & SGST 14% each).

(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 started within 02 months from the date of order and to be completed within 04 months. Earlier supply shall be accepted. 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:** - You are requested to furnish a sum of Rs. 2,62,705.00 by way of Bank Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad or through a Bank Guarantee (as per Annexure-I enclosed ) of any scheduled bank drawn in favour of Bharat Coking Coal Limited as security Deposit within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period.

6. **Inspection** – i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

v) Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.



**7. Performance Bank Guarantee:** You shall furnish a Performance Bank Guarantee as per Annexure-II 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 till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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 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 stipulation 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, Price Certificate 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 end 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 21 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, Jealgora Central Store, BCCL Dhanbad, Jharkhand, India.

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

**18. Place of Dispatch:** Dhanbad, Jharkhand


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

**20. 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	Indent/HEMM/MF Battery/PK/17-18; IR No. 517029 dated 20.7.2017	BC No: BCCL/HQ/PUR.FIN/Store Budget/ Rev Bud/18-19/Other stores (OCP)/12 dtd. 2.6.2018 and e-BC No: 124 dtd. 2.6.18 FC no: BCCL/PUR.FIN/FC/09 dtd. 14.8.18 for Rs. 26,27,044.00 and e-FC no: 142 dtd. 14.8.18	GM(Excvn)/HOD, BCCL Dhanbad

Copy to:

1. GM (Excvn)I/c, BCCL, Koyla Bhavan, Dhanbad.
2. HOD(F)MM , BCCL, Koyla Bhavan, Dhanbad.
3. Depot Officer, Jealgora Central Stores, BCCL Dhanbad, Jharkhand, India.
4. GM (MM), CCL/NCL/WCL/MCL/ECL/SECL
- ✓ 5. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
6. Master File/Office Copy.



**Annexure-A**

**TECHNICAL REQUIREMENT AND SPECIFICATIONS**

1. The description & qty. of the item is as follows.

Sl. No.	DESCRIPTION	UNIT	QTY
01	Maintenance free battery for HEMM application, 12 volt, AH-160 (minimum), CCA (for 30 seconds at 0°F) – 1150 to 1650.	NO	180

2. Technical specification –

Storage cell pre-charged low maintenance battery (refilling of electrolytic is required once in about 1000hrs/06months only, minimal spillage and sulphur formation) conforming to IS: 14257 (updated) / IEC 60095 / JIS D 5301-2006 or equivalent certification. The batteries are to be cold soak tested, shock & vibration resistant.

Ratings: - 12 volt, Minimum amp. Hour – 160AH capacity @ 20 hours rate of discharge at 27°C, CCA (for 30 seconds at 0° F) - 1150 to 1650.

The cold cranking amperes (CCA) should be within the range given in the battery ratings, however higher ampere – hour rating is acceptable for the corresponding CCA. The overall dimension of the battery should not be more than 525mm (L) x 280 mm (W) x 275mm (H). The relevant conforming certificate issued by Govt test house (CPRI) may be submitted for confirmation.

- Offered item should be suitable for operating in HEMMs deployed in open cast coal mines.
- Warranty: 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier against any manufacturing defects / workmanship / inferior quality.
- Firm should declare their obligations for after sales and service on call. Any complaint should be attended within 7 days of reporting and resolved within 21 days.
- Battery supplied will be embossed with logo of the firm /identity mark and serial no. in a place where normal wear is not possible.
- Delivery – Delivery to be started within 02 months from the date of order and to be completed within 04 months. Earlier supply shall be accepted.
- Successful bidder /supplier will have to submit the Manufacturer's test certificate along with supply.



**ANNEXURE- I**

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ....(Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the .....(Name of the Bank) do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....

We, the .....(Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (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 our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract 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 supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier 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 ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

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.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[ 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 competent courts at 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 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  
Emp. Code.



**ANNEXURE- II**

**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

Emp. Code.