


Dep't Office  
of Sanyoga  
Wolow  
04/08/15

	(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, 4 <sup>th</sup> Floor, Purchase division, Kolkata-700001 (West Bengal) OFFICE OF THE CHIEF MANAGER (MM) Phone No. 033-22304975; Fax No. 033-22304928 Web-site No: <a href="http://www.bccl.gov.in">www.bccl.gov.in</a> CIN: U10101JH1972GOI000918

Under jurisdiction of Dhanbad Court  
and Jharkhand High Court only.

SUPPLY / PURCHASE ORDER

Ref no: KOL/72/M.F.Battery/160AH/814025/2015/27 Dt: 15.01.2015

To  
M/s. Tractors India Pvt. Ltd,  
1, Taratolla Road, Garden Reach,  
Kolkata - 700024.

Old Vendor Code: 835211  
New Vendor Code: 1/12/MT/102  
Category: OES

Contact Person - Mr. Tapan Kumar Ray  
Contact Number: 09955343187, 033-24693731/66332014  
Sub: Supply of 'Caterpillar' Make Maintenance Free Battery .  
Ref: BCCL Tender No: BCCL/PUR/KOL/ MF Battery-160AH/ 814025/2014/13  
opened on 22.09.2014 vide Tender Id No: 2014 BCCL\_3391\_1

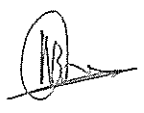
Dear Sirs,  
With reference to the above, we, for and on behalf of BCCL, hereby place Purchase Order on you for supply of following item (Material Code No: 94060700331) as per rate, terms and conditions indicated below :

1. SCOPE OF SUPPLY:

Sl no.	Item	Qty. (no)	Basic Rate (Each)	Basic Value
1.	Sealed Maintenance Free battery for HEMM application, 12 Volt, AH-160 (minimum), CCA (for 30 seconds at 0°F) - 1150 - 1650 Make: Caterpillar @ Battery . Part Number 1535710. The Broad technical specifications for Maintenance Free Battery is per Annexure-'B' attached:-	372	Rs. 15190.00	Rs. 5650680.00

Rs. 5650680.00  
Plus JVAT @ 14% - Rs. 791095.20  
Total: - Rs. 6441775.20

(Rupees Sixty Four lakhs Forty One Thousand Seven hundred Seventy Five & paise Twenty 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 .
3. **Excise Duty:** Included in the price to be shown separately in Invoice and necessary ED document should be furnished by you to avail CENVAT credit by BCCL .
4. **JVAT:** JVAT as applicable extra at the time of supply. Presently @14%. An amount equivalent to VAT charged in the bill shall be withheld at the time of passing the bills. The vendor shall be liable to submit Form JVAT 404 within three months from the end of the relevant financial year. The amount withheld shall be refunded within 15 days from the date of submission of Form JVAT 404 by the vendor. The amount withheld shall bear no interest.  
In case of default by the vendor in submitting Form JVAT404 within the time period, as specified above, the amount withheld shall be forfeited and the same shall be utilized for paying the additional tax demanded by Commercial Tax Authorities due to non submission of JVAT Form 404.
5. **DELIVERY SCHEDULE:** -- Delivery to commence within 2 months and to be completed within 04(Four) months from the date of receipt of supply order. 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.
6. **Security Money:** - You are requested to furnish a sum of Rs.644178.00 by way of Demand Draft payable at Kolkata or through a Bank Guarantee as per Appendix-II 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** - Final inspection will be carried out at consignee's end by GM(Excv) or his authorized representative.
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) all have to submitted to MM Division, BCCL, 6, Lyons Range, 4<sup>th</sup> 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.



A. Following documents to be submitted at the time of supply:-

- i) Consignment note.
- ii) Delivery challan in original.
- iii) One copy of the bill.
- iv) Warranty/Guarantee certificate.
- v) Price fall clause and Price certificate.
- vi) List indicating the serial number of the batteries.
- vii) Any other documents specified in the supply order.

B. Following Import documents should be submitted along with the supply:-

- i) A copy of Invoice /packing list of Foreign manufacturer drawn in favour of Indian Importer/Supplier.
- ii) Copy of Bill of Entry— Original as well as certified photocopy. The originals mentioned above shall be returned back to you after verification and endorsement.
- iii) Certified photocopy of bill of lading drawn in favour of Indian Agent/Supplier showing the Foreign manufacturer as seller/supplier/consignor.
- iv) Certificate of country of origin.
- v) You will submit a certificate from your Auditor along with the supplies/bills, certifying that you have paid customs duty as per prevailing custom duty rate and refund if any, shall be passed on to BCCL.

NB: all documents to be submitted shall be authenticated.

13. Warranty— As per Annexure —'B' attached.

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 and shall be to the supplier's account.

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.



#### 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 Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhavan, Koyla Nagar, Dhanbad/ BCCL, Kolkata 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.



ANNEXURE-'A'

Details in respect of both the supplier as well as the Consignee to be incorporated in the Invoice for getting input credit for VAT as well as CENVAT:

(A) CONSIGNEE DETAILS:

1. VAT TIN NO. - 20801800089
2. CST No. - JH-8(C)
3. Circle/Sub-circle where it is registered - Jharia Circle, Dhanbad.
4. S.S.I. Regd. No, if any - N.A.
5. Service Tax Regd. No., if any - N.A.
6. Central Excise Duty Regd. No. - AAACB7934MEM005
7. Central Excise Range (code) - Sindri Code - 04
8. Central Excise Division (code) - Bokaro Code - 01
9. Central Excise Commissionerate (code) - Ranchi Code - 87

5(Five) copies of Invoices are to be submitted by the supplier (Two copies for Area Finance to be retained by the Central Stores/Regional Stores and to be forwarded to AFM for Tax purposes, One copy for Central/Regional Stores, one for Fund Section and one Office Copy for MM-Finance).

The 1<sup>st</sup> copy of CENVAT Invoice must be affixed with "ORIGINAL FOR BUYER" meant for concerned Area Finance Manager for availing CENVAT Credit.

(B) VENDOR DETAILS:

(TO BE FILLED IN BY VENDOR).



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, Central Stores, JEALGORA, Lodna Area, Distt. Dhanbad (Jharkhand)-828115.

19. **Paying Authority-** Chief Manager (F),HOD,MM,Koyla Bhavan,BCCL,Dhanbad.

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

21. **After Sales Service:** After Sales Service shall be provided at site .Any complaint should be attended within 7 days of reporting and resolved within 21 days. In addition to normal after sales service, you will render technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of the batteries supplied by you.

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.

  
Chief Manager (MM)

**INDENT REFERENCE:**

Sr. No	Indent no. and Date	BC & FC No and date	Indenting Authority
1	Indent/HEMM/MF Battery/BP/14-15/42 dtd.29.04.2014 IR No. 814025 dt.16.05.2014 .	BC No: BCCL/HQ/PUR.FIN/Store Budget/ advance action ADHOC/2014-15 Other Store (OCP) 42 dtd.05.05.2014 for Rs.6120440.00 FC No: BCCL/PUR FIN/FC/25 for Rs.6441775.20.00 dtd.14.01.2015, Other Store (OCP) 14-15	GM(Excv)SPMC, HQ,BCCL, Dhanbad.

**Copy to:**

1. GM (Excv)SPMC, BCCL, Koyla Bhavan, Dhanbad.
2. GM (MM), BCCL, Koyla Bhavan, Dhanbad.
3. GM(MM)S,BCCL,Koyla bhavan,Dhanbad.
4. Chief Manager (F),HOD,MM,Koyla Bhavan,BCCL, Kolkata. Dhanbad
5. Depot Officer, Central Stores, Jealgora, Lodna, BCCL, Dhanbad-828115,Jharkhand.
6. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
- 7.M/s.Caterpillar India Pvt.Ltd,6<sup>th</sup> Floor,Tower 'B',Prestige Shantiniketan,The Business Precinct,Whitefield Main Road,Bangalore-560048- for your kind information wrt your authorization letter dtd.22.08.2014.
8. Master File/Office Copy.

ANNEXURE-'B'

TECHNICAL SPECIFICATIONS OF SEALED MAINTENANCE FREE BATTERY

Maintenance Free Battery: CCA – 1150 to 1650

Storage Cell fully sealed & factory Charged Maintenance Free battery conforming to IS 7372:1995 (updated) / IEC 60095 or equivalent certification. The batteries to be cold soak tested, shock and vibration resistant.

Ratings: -Out put voltage-12, Minimum Amp. Hour – 160AH Capacity @20 hours rate of discharge at 27 deg C, CCA (for 30 seconds at 0°F) .

The Cold Cranking Ampere (CCA) should be within the range given in the battery rating, however higher Ampere-hour rating is acceptable for the corresponding CCA.

The overall dimension of the battery should not more than 525mm (L) x 280mm (W) x 275mm (H).

Offered item should be suitable for operating in HEMMs deployed in open cast coal mines.

Offer of proven supplier / brand for similar application will be acceptable.

Logo:- Battery supplied will be embossed with logo/ identity mark and serial Number in a place where normal wear is not possible.

Warranty:

Batteries 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 whichever is earlier, against any manufacturing defects/workmanship/inferior quality. Any complaint should be attended within 7 days of reporting and resolved within 21 days.

