


Tel: 033-22304928

	<p>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)</p> <p>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</p>
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Under jurisdiction of Dhanbad Court
and Jharkhand High Court only.

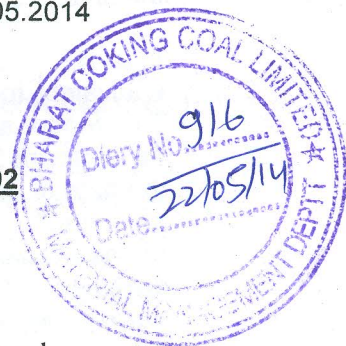
SUPPLY / PURCHASE ORDER

Ref no: KOL/72/M.F.Battery/160AH/813065/2014/04

Dt: 16.05.2014

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

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



Contact Person –Mr.Tuhin Kanti Ray

Contact Number: 09934112858, 033-24693731/66332014

Sub: Supply of 'Caterpillar' Make Maintenance Free Battery .

Ref: BCCL Tender No: KOL/72/MF Battery/160AH/813065/2013/22 opened
on 24.01.2014. against your offer No: BCCL/Batt/PKR/01/12 dt.21.01.2014.

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:
94060600472) 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 as per Annexure-'B' attached:-	226	Rs. 15190.00	Rs. 3432940.00

Rs. 3432940.00

Plus JVAT @14% - Rs. 480611.60

Total: - Rs. 3913551.60

(Rupees Thirty Nine lakhs Thirteen thousand Five Thousand Fifty One & paise Sixty 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. However Cenvatable invoice for CVD is to be submitted at the time of supply to avail cenvat facility 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.

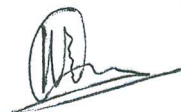
5. **DELIVERY SCHEDULE:** -- Delivery to commence within 2 months and to be completed within 04(Four) months from the date of receipt of supply order. Earlier supply shall be accepted. Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at 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.391355.00 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) 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 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.

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.

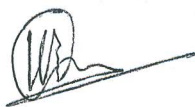
14. PRICE CERTIFICATE: You should submit a certificate along with bill as stated below "The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned 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.

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), BCCL, Kolkata.

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.


16.5.14
Chief Manager (MM)

INDENT REFERENCE:

Sr. No	Indent no. and Date	Budget Certification & dt.	Indenting Authority
1	MB/Battery/13-14/31dt.26.04.2013, IR No: 813065 dt.13.06.2013	BC No: BCCL/HQ/PUR.FIN/Store Budget/advance action ADHOC/2014-15 Other Store OCP 89 dtd.15.05.2014 for Rs.3913552.00 FC No: BCCL/PUR FIN/FC/58 for Rs.3913552.00 dtd.15.05.2014 Other Store (OCP) 14-15	GM(Excv)SPM C,HQ,BCCL, Dhanbad.

Copy to:

1. GM (Excv)SPMC, BCCL, Koyla Bhavan, Dhanbad.
2. GM (MM), BCCL, Koyla Bhavan, Dhanbad.
3. Chief Manager (F), BCCL, Kolkata.
4. Depot Officer, Central Stores, Jealgora, Lodna, BCCL, Dhanbad-828115, Jharkhand.
5. MM (Tech Cell), MM Div, Koyla Bhavan, Dhanbad.
6. M/s.Caterpillar India Pvt.Ltd, 6th Floor, Tower 'B', Prestige Shantiniketan, The Business Precinct, Whitefield Main Road, Bangalore-560048- with reference to your authorization letter no: Nil dtd.21.01.2014.
7. Master File/Office Copy.

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 1st 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).



ANNEXURE-'B'**Technical specifications****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.

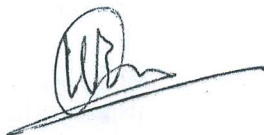
Ratings: 12Volt, Minimum Amp. Hour -- 160AH Capacity @20 Hrs rate of discharge at 27 degC, CCA (for 30 seconds at - 18°C) -- 1150 to 1650 .

For the battery, Cold Cranking Ampere (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 for the model should not be more than 524mm (L) x 280mm (W) x 275mm (H).

- Offered item should be suitable for operating in HEMMs deployed in open cast coal mines.
- 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 Number in a place where normal wear is not possible.

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 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.



Appendix-I

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a
Contract No.-----dt.----- (hereinafter called the said Contract) with
Bharat Coking Coal Limited (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,----- 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 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,----- Bank Ltd., 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 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 -----months from the date of
Bank Guarantee) 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 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 ,----- Bank Ltd. 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.

Date----- Day of -----20
For ----- Bank Limited

Signature of the authorised person
for and on behalf of the Bank



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Appendix-II

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
6, Lyons Range, 4th Floor,
Kolkata-700001.

In consideration of M/s Bharat Coking Coal Ltd. having its office at 6, Lyons Range, 4th Floor, Kolkata-700001 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 Bank Limited 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 Bank Limited 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 Bank Limited 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 Bank Limited 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.

Dated day of
For Bank Limited.

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

