



(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: [www.bccl.gov.in](http://www.bccl.gov.in)  
CIN: U10101JH1972GOI000918

SUPPLY / PURCHASE ORDER

Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only.

Ref no: BCCL/PUR/KOL/72/MF Battery/2015/21

Dt: 09.10.2015

To  
M/s. Exide Industries Limited,  
6A, Hatibagan Road, Entally,  
Kolkata-700014.

BY SPEED POST

Old Vendor Code : 829167  
New Vendor Code : 1/03/M/T/116  
Category: Manufacturer

Contact Person – Mr.Samya Banerjee  
Contact Number: 08697718889(M); 033-22866158/59, 22861891, 2245, 8979  
Fax/e-mail ID: 033-22897455,samyab@exide.co.in

Sub: Supply of Maintenance Free Battery .

Ref: BCCL Tender No: BCCL/ PUR/ KOL/Sealed MF Battery/814206/14-15/  
2015/02 opened online on 20.05.2015 against tender Id no: 2015 \_BCCL  
\_10869 \_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 rate , terms and conditions indicated below :

1. SCOPE OF SUPPLY:

Sl No	Item & size	Qty (in Nos.)	Unit rate/ no (Rs.)	Value in Rs.
01.	Low Maintenance Lead Acid Starter batteries in Polypropylene container, Fully factory charged, 12 V - 180 AH (minimum) - 20 hours discharge rate @ 27°C & CCA = 1100 Amp. (minimum) @ (-) 18 degree C at 30 seconds as per IEC 60095-1:2006 (or updated) or JIS D 5301:2006 (or updated) or IS 14257:1995 (updated). Make: 'EXIDE'. Type: MHD 1800	366	8000.00	29,28,000.00

Rs. 29,28,000.00

Plus Excise Duty @12.5% - Rs. 3,66,000.00

CST @2% against Form 'C' - Rs. 65,880.00

Rs. 33,59,880.00

(Rupees Thirty Three lakh Fifty Nine thousand Eight hundred Eighty 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. **Excise Duty:** ED extra as applicable at the time of supply. Presently @12.5%. Cenvatable Invoice is to be submitted by the firm in favour of BCCL for availing Cenvat as per rule.

4. **Central Sales Tax:** As applicable at the time of supply. Presently @2% against form C

5. **Delivery Dchedule:-** The delivery is to be completed within 75 days or earlier from the date of receipt of supply order Delivery shall be reckoned from the date of receipt of order and the date of receipt of materials at our stores shall be treated as the date of delivery from the date of receipt of order. Any increase in the rate of taxes & duties beyond delivery period will be to your account.

6. **Security Money:** - Exempted as registered with DGS&D. However, valid copy of DGS&D registration duly notarized and self authenticated is to be submitted with their supply bills otherwise security deposit shall be obtained.

7. **Inspection :** Final inspection shall be carried out at the consignee end after receipt of materials.

**8. PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Bank Guarantee as per **Appendix-I** 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, 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.

**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 CGM (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.

12 **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 delivery challan in original, Consignment note (if any), packing list if any, Guarantee/ Warranty certificate, Notarized Copy of valid DGS&D certificate, Type test Report of Govt. Laboratory complying with the NIT specification must be submitted with the supplies, documentary evidence of Excise duty payment, Price Certificate and other relevant documents, as per order.

**NB:** all documents to be submitted shall be authenticated.

#### 13. Warranty/Guarantee:-

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.

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 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-828101, Jharkhand, India.

17. **Paying Authority**- Chief Manager (F), BCCL, Kolkata.

18. **LOGO Embossing**: Batteries shall be embossed with LOGO of the firm/identity mark and Serial No.in a place where normal wear and tear is not possible.

19. **Place of Despatch**: West Bengal.


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

21. 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.

  
9/10/15  
Chief Manager (MM), Kol

INDENT REFERENCE

Sr. No	Indent no and Date	BC & FC no. & dt.	Indenting Authority
1.	BCCL/Tptn/14 dtd.28.08.2014 . IR No: 814206 dtd.28.11.2014	BC No: BCCL/HQ/PUR.FIN/Store budget/ 2015-16 (Rev.Bud)/42 (Other Stores OCP) dtd.7.10.2015 and e-BC no:511 FC no: BCCL/PUR.FIN/FC/29 (Other Stores OCP) dtd.7.10.2015 and e-FC no: 397. Both for Rs.33,59,880.00	GM(CMC)Tptn, Koyla Bhawan. Dhanbad.

Copy to:

1. GM (MM), BCCL, Koyla Bhavan, Dhanbad
2. GM (E&M) PUR, BCCL, Koyla Bhavan, Dhanbad.
3. GM (MM) S, BCCL, Koyla Bhavan, Dhanbad.
4. Chief Manager (F), BCCL, Kolkata.
5. Depot Officer, Ekra Central Stores. P.O: Bansjora, BCCL, Dhanbad-828101,  
Jharkhand, India.
- ✓ 6. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
8. Master File/Office Copy.

ANNEXURE-'B

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. - 20821500736
2. CST No. - KT-254(C)
3. Circle/Sub-circle where it is registered - Katras Circle, Katras.
4. S.S.I. Regd. No, if any
5. Service Tax Regd. No.,if any
6. Central Excise Duty Regd. No. - AAACB7934MED023
7. Central Excise Range (code) - Dhanbad Code - 02
8. Central Excise Division (code) - Dhanbad Code - 02
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).



Appendix-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.]

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

Signature of the authorised person  
for and on behalf of the Bank  
Emp. Code.