

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL60060026405732P

04-Dec-2017 05:28 PM

IMPACC (IV)/ di710103/ DELHI/ DL-DLH

SUBIN-DLDL71010322863288191060P

OKAYA POWER PVT LTD

Article 5 General Agreement

Not Applicable

0

(Zero)

OKAYA POWER PVT LTD

COAST GUARD HEADQUARTERS NEW DELHI

OKAYA POWER PVT LTD

100

(One Hundred only)



-----Please write or type below this line

RATE CONTRACT FOR PROCUREMENT OF LEAD ACID/ MAINTENANCE FREE BATTERIES

CONTRACT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA, MINISTRY OF DEFENCE AND M/S OKAYA POWER PVT. LTD., NEW DELHI FOR LEAD ACID/ MAINTENANCE FREE BATTERIES.

CONTRACT NO, CGHQ/L/ARC/01/Batteries/2017-18 DATED 05 Dec 17.

Du Darasi

Statutory Alert

-110001/New Debi-110001

CALS no authorities of this blance Communic about he used to see that a second or it was a second of the communication of the communica Coast Glary thousand please who me of

100011-110001 New Delhi-110001 areineupheed Headquarters | 「中国 ((小(ない)) / Principal Director (Logistics)

Part I

PREAMBLE

- 1 This contract is made on this day, 5TH day of the Month of December 2017 in New Delhi, between the President of India are presented by the Principal Director (Logistics), Coast Guard Headquarters, Ministry of Defence, Government of India, South Block, New Delhi herein after referred to as the 'Buyer' (which term, unless excluded by the context, shall be deemed to includehis successor in office) on one part, and M/s Okaya Power Pvt. Ltd., D-7, Udyog Nagar, Rohtak Road, New Delhi 110041 duly represented by an officer nominated by M/s Okaya Power Pvt. Ltd. and incorporated under thelaws of India, having its registered office at New Delhi (which term, unless expressly excluded by the context, shall be deemed to include its successors and assignees), hereinafter referred to as the 'Seller' on the other part.
- 2. The Seller undertakes to sell and deliver to the Buyer, and the Buyer undertakes to accept and pay for on the terms & conditions stipulated in this contract, the items/services, quantity, unit price and total value as specified in Part-II of this contract.
- 3. This Contract is divided into five parts. The Buyer and Seller agree forthe following as mentioned in other four parts of this contract
 - a. Part II -. Buyer agrees to buy and Seller agrees to sell items/services mentioned in Part II at the prices mentioned therein. This Part also contains essential details of the items/services required, such as the Technical Specifications, Delivery Period, Place of Delivery and Consignee details agreed by the Seller.
 - b. **Part III** Buyer and Seller agree to abide by the Standard Conditions of Contract mentioned in Part III.
 - c. **Part IV** Buyer and Seller agree to abide by the Special Conditions of Contract mentioned in Part IV.
 - d. **Part V** It contains list of other addresses, other relevant details and signing formalities pertaining to this contract.

एन की कर्नेस्ट्स / NV Norabirates एक मार्डिनेटेडिं/ D(G फान निर्देशक (समितिकी)/Filinded Birector (Logistics) एटरवार मुख्याच्य/Coast Guard Headquarters महिन्दिने-110001 (New Delhi-11000)



Part II - Essential Details of Items/Services contracted

1. Schedule of Prices – Detail of item contracted is as follows:

<u>SI.</u>	Description	Total Approximate Requirement of Lead Acid (Maintenance Free) batteries for three years (in Nos.)	Part No./ Spescification	Unit price (in ') post Price Negotiation	Total Price (in `) post Price Negotiation
(a)	12 V 200 AH	367	IS 13369	11300.00	4147100.00
(b)	12 V 180 AH	700	IS 13369	10508.00	7355600.00
(c)	12 V 150 AH	80	IS 13369	8725 00	698000.00
(d)	12 V 120 AH	234	IS 15549	11050.00	2585700.00
(e)	12 V 100 AH	130	IS 13369	8950.00	1163500.00
(f)	12 V 75 AH	65	IS 15549	5650.00	367250,00
(g)	12V 65 AH	100	IS 15549	4914.00	491400.00

2 Technical Details:NA

- 3. <u>Delivery Period</u>- Delivery period for supply of items would be **25 days** for all the consignees except for RSD (Port Blair) from the effective date of placing supply order. Please note that **Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period**. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. For RSD (PBR) the delivery period is 45 days.
- 4. <u>INCOTERMS for Delivery and Transportation</u>— ("E" / "F" / "C" / "D"Terms). The definition of Delivery Period for this contract will be F.O.R. destination to all the consignees as per para 6 below.
- Consignee Details:- For each Consignee mentioned below batteries shall be dispatched, billed and supplied from OKAYA POWER PVT, LTD. Branch office in respective states. Okaya Power Pvt. Ltd branch locations against each consignee of Indian Coast Guard is placed at Appendix 'A': -

(a) The Commander Coast Guard Region (W) Worli Sea Face PO Worli Colony Mumbai – 400 030

एन वी नरसिम्हा / NV Narasimha क्षा प्रमुख्या / DIG प्रमान निकास (Smith) / Projector (Lughtics) स्ट्रांक नुष्यास्त्र / Cobst Guard Headquarters नुष्ट विकास 110001 / New Delhi-110001

Mayul

- (b) The Commander Coast Guard Region (NE) 6th Floor, Synthesis Business Park New Town, Rajarhat Kolkata – 700 161
- (c) The Commander Coast Guard Region (E) Near Napier Bridge Chennai - 600009
- (d) The Commander Coast Guard Region (North-West) Post Box No. 09 Sector 11, Udyog Bhawan Gandhinagar-382 010
- (e) The Commander Coast Guard Region (A&N) Haddo Post Office Port Bliar
- (f) The Officer-in-Charge Coast Guard Store Depot (CHN) G.M. Pettai Road, Royapuram Chennai – 600 013 Tele: 044-23460471, Fax: 044-23460473 Email: cgsd-chn@indiancoastguard nic in
- (g) The Officer-in-Charge Coast Guard Store Depot (MBI) Cheetah Camp, SPDC Colony Mankhurd, Mumbai – 400071 Tel: 022-25565368, Fax: 022-25558171 Email: cgsd-mum@indiancoastguard nic.in
- (h) The Officer-in-Charge Coast Guard Store Depot (PDP) Badapadia, Paradip Odisha-754 142

Tel: 06722-220040, Telfax: 06722-220140 Email: cqsd-pdp@indiancoastguard.nic.in

(j) The Officer -in-Charge Coast Guard Store Depot (KOC) New Star Road, Mattancherry Kochi-682 002, Kerala Tele: 0484-2218460

Email: cgsd-koc@indiancoastguard.nic.in

एन वी नरसिम्हा / NV Narasimha उप महानिरीक्षक / DIG प्रधान निदेशक (संमारिकी) / Principal Director (Logistics) तटरक्षक मुख्यालय / Coast Guard Headquarters नई दिल्ली-110001/New Delhi-110001



(k) The Officer-in-Charge Coast Guard Store Depot (PBD) Near RGT College Porbander - 360 575, Gujarat Tele: 0286-2210140 Fax: 0286-2210143 Email: cgsd-pbd@indiancoastguard.nic.in

(I) The Officer-in-Charge Regional Store Depot (PBR) Post Box No. 716, Haddo Post Office Port Blair-744 102 Tel: 03192-233921 Email: rsd-ptb@indiancoastguard.nic.in

(m) The Commander Coast Guard DHQ No.3 Panambur New Mangalore – 575010

(n) The Commander Coast Guard DHQ No.6 New OTM Complex Malkapuram C/o FMO Vizag Visakhapatnam – 530014

(p) The Commander Coast Guard DHQ No.8 Anchorage Camp Haldia Port Haldia -724142

(q) The Commander Coast Guard DHQ No.11 4th Floor, Old MPT Admin Building Mormugao Harbour Goa – 403803

(r) The Commander Coast Guard DHQ No 13 Ariyankuppam Puducherry – 605007

(s) The Commanding Officer Coast Guard Station Mandapam Distt Ramnad Tamil Nadu - 623518

> एन वी नरसिम्हां/NV Narasimha उप महानिरीक्षक/DIG प्रधान निदेशक (संमारिकी)/Principal Director (Logistics) तटरक्षक मुख्यालय/Coast Guard Headquarters नई दिल्ली-110001/New Delhi-110001

Hamp

- Director Demanding Officer (DDO's). The direct demanding officers are as follows: -
 - (a) The Commander, Coast Guard Region (W), Mumbai
 - (b) The Commander, Coast Guard Region (NE), Kolkata
 - (c) The Commander, Coast Guard Region (E), Chennai
 - (d) The Commander, Coast Guard Region (NW), Gandhinagar
 - (e) The Commander, Coast Guard Region (A&N), Port Blair
 - (f) The Officer-in-Charge, Coast Guard Store Depot, Chennal
 - (g) The Officer-in-Charge, Coast Guard Store Depot, Mumbai
 - (h) The Officer-in-Charge, Coast Guard Store Depot, Paradip
 - (j) The Officer-in-Charge, Coast Guard Store Depot, Kochi.
 - (k) The Officer-in-Charge, Coast Guard Store Depot, Porbandar
 - (I) The Officer-in-Charge, Coast Guard Regional Store Depot, Port Blair
 - (m) The Commander, Coast Guard DHQ-1, Porbandar, Gujrat 360575
 - (n) The Commander, Coast Guard DHQ-2, Worli, Mumbai 400 030
 - (p) The Commander, Coast Guard DHQ-3, New Mangalore 575010
 - (a) The Commander, Coast Guard DHQ-4, Kochi 682001
 - (r) The Commander, Coast Guard DHQ-5, Chennai 600009
 - (s) The Commander, Coast Guard DHQ-6, Visakhapatnam 530014
 - (t) The Commander, Coast Guard DHQ-7, Odisha 754142
 - (u) The Commander, Coast Guard DHQ-8, Haldia -724142
 - (v) The Commander, Coast Guard DHQ-9, Diglipur, North Andaman Nicobar- 744202
 - (w) The Commander, Coast Guard DHQ-10, Campbell Bay, Andaman Nicobar- 744302
 - (x) The Commander, Coast Guard DHQ-11, Goa 403803
 - (y) The Commander, Coast Guard DHQ-12, Kavarathi 682535
 - (z) The Commander, Coast Guard DHQ-13, Puducherry 605007
 - (aa) The Commander, Coast Guard DHQ-14, Port Blair 744102

एन वी नरसिम्हा / NV Narasimha वर्ष गठ निरीक्षक DIG ध्यान विरोधक (नेपानिकी / Prinopal Descar (Logistics) नदरसक मुख्यालय / Coast Guard Handquarters वर्ष - दिल्ली-1100017New Dalhi-110001

Manually

Part III - Standard Conditions of Contract

- 1. <u>Law</u>: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. <u>Effective Date of the Contract</u>: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid for **two years extendable to additional one year**. Thedeliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. <u>Arbitration</u>: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Arbitration is as per Form DPM-7 / DPM-8 / DPM-9 enclosed to Part-III of this contract.
- Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service ofthe Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on hisbehalf (whether with or without the knowledge of the Seller) or the commission ofany offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such acton behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is

एन वी नवीसका / NV Narasimba इस स्थानसम्बद्ध / शिक स्थान मिदेश (जन्मीका) / Frivipu Director (Legislan) स्टब्स मुक्तान्य / Coast Guard Haudquurturs

नई विल्ली-110001/New Delhi-110001

7

discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government ofIndia for a minimum period of five years. The Buyer will also have a right toconsider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such anevent be liable torefund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

- 6. Access to books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information
- 7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8. <u>Liquidated Damages</u>: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sumof 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value ofthe Liquidated Damages being not higher than 10% of the value of delayed stores.
- 9. <u>Termination of the contract</u>: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **06 months** after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than **12 months**.
 - (d) The Buyer has noticed that the Seller has utilised the services of anylndian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.

 Notices Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered

> एन वी नरसिम्हा / NV Narasimha उप महानिरीक्षक / DIG प्रधान निदेशक (संगारिकी) / Principal Director (Logistics) तटरक्षक मुख्यालय / Coast Guard Headquarters

नई दिल्ली-110001/New Delhi-110001

pre-paid mail/airmail, addressed to the last known addressof the party to whom it is sent.

- 11. <u>Transfer and sub-letting</u>: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, aswell as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 12. Patents and Other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of anyor all the rights mentioned in the previous paragraphs, whether such claimsarise in respect of manufacture or use. The Seller shall be responsible forthe completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 13. <u>Amendments</u>: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Taxes and Duties

a) In case of Foreign Seller NA

<u>OR</u>

b) In case of Indigenous Seller

i)<u>General</u>

- 1. If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all suchcharges and no claim for the same will be entertained.
- 2. If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will been trained after the opening of tenders.
- 3. If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of such GST so included is firm and final, he should clearly indicate the rate of such GST and quantum of such GST included in the price. Failure to do so may result in ignoring of such offers summarily.
- 4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which



एन दी सरक्षिति 700 Managemba वर महाविक्तिक (IIIII की Afrança Dimons (Legalia) वरमान पूर्णान्य / Court Good Headquarien सर्व Recil (1900) / New Debt-110001 he mayhave. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless insuch cases it is clearly stated by a Bidder that such duty/tax will notbe charged by him even if the same becomes applicable later on. Inrespect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/taxwhich is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any GST upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such GST paid by the supplier. Similarly, in case of downward revision in any GST, the actual quantum of reduction of such GST shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

ii) <u>Customs Duty</u> – NA

15 .Pre-Integrity Pact Clause NA.

एन वी नरसिम्हा / NV Narasimha उप महानिरीक्षक / DIG प्रधान निदेशक (समारिक्ष / Principal Director (Logistics) तरकाम निवस्ति | Construction | C



Part IV - Special Conditions of Contract

1. Performance Guarantee:

a. In case of Indigenous Seller M/s Okaya Power Pvt. Limited, New Delhi will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank for a sum of ₹ 21,51,500.00 (Rupees Twenty one lakhs fifty one thousand five hundred only) or an indemnity bond within 30 days of signing of this contract and renewal after one year. Performance Bank Guarantee/indemnity bond will be valid up to 60 days beyond the date of applicability of present contract (two years from date of signing the contract). The specimen of PBG is given in Form DPM-15 (Copy enclosed).

<u>OR</u>

- b. In case of Foreign Seller: NA
- 2. Option Clause: NA
- Repeat Order Clause NA
- 4. Tolerance clause NA
- 5. Payment terms for Indigenous Sellers-100% payment on delivery and acceptance by consignee on receipt of CRV and Inspection Note.
- 6. Payment terms for Foreign Sellers NA
- Advance Payments: No advance payment(s) will be made.
- 8. Paying Authority:
 - a Indigenous Sellers The Principal Controller of Defence Accounts (Navy). Coast Guard Section No. 1, Cooperage Road, Post Box No. 689. Mumbai 400039. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - i. Ink-signed copy of contingent bill / Seller's bill.
 - ii. Ink-signed copy of Commercial invoice / Seller's bill.
 - iii. Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - iv. CRVs in duplicate.
 - v. Inspection note.
 - vi. Bank guarantee for advance, if any
 - vii. Guarantee / Warranty certificate.







- viii. Performance Bank guarantee / Indemnity bond where applicable
- ix. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- x. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- xi. Any other document / certificate that may be provided for in thecontract.
- xii. User Acceptance.
- xiii. Photocopy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

b. Foreign Sellers -NA

9. Fall clause -

- a. The price charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any Department of the Central Government or any Department of State Government or any statutory undertaking the central or state government as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.
- b. If at any time, during the said period the contractor reduces the saleprice, sells or offer to sell such stores to any person/organisation including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offerof sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offerof the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-
 - i. Exports by the contractor.
 - ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
 - iii. Sale of goods such as drugs which have expiry dates R/C holderscannotreduce rates under pretext of fall clause in Drug and medicine contracts.
 - iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned underthe existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their



एन वी नरसिम्हा / NV Narasımna प्रमानिकार/DIG प्राप्त निवया (नेपानिका / Principal Director (Logistics) प्रमान प्रमानिक (Casel Quero Headqueries) च दिल्ली-110001/New Demi-110001 undertakings excluding joint sector companies and/or privateparties and bodies.

c. Blank

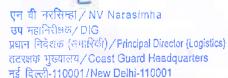
Exchange Rate Variation Clause: NA.

11. Risk & Expense clause

- (a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the stores or any installment thereof not perform in accordance with the specifictions/parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case a materiala material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to puchase, manufacture, or procure from any other souce as he thinks fit, other stores of the same or similar description to make good: -
 - (i) Such default
 - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100% of the contract.

12. Buy-Back offer - NA

13. Force Majeure: Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.



- 14. Specification: The Seller guarantees to meet the specifications as per Part-II of this contract and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as permodifications/requirements recommended after the Maintenance EvaluationTrials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with theBuyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the endspecifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.
- **15. OEM Certificate**: In case the Seller is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
- **16. Export License**: The Seller is to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, incase they are not the OEM, to export the military / non-military goods to India.
- 17. <u>Earliest Acceptable Year of Manufacture</u>: The items should be of latest manufacture, conforming to the current production standard having 100% defined life at the time of delivery.
- 18. Buyer Furnished Equipment: NA
- 19. <u>Transportation</u>: F.O.R. destination to all consignees as per location at para 6 to part II.
- 20. Air lift: NA

Maringal

- 21. Packing and Marking
 - a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transhipment, storage and weather hazards during transportation, subject to proper cargohandling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
 - b The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

एन वी नरसिम्हा / NV Narasimha उप महानिरीक्षक / DIG प्रधान निदेशक (संमारिकी) / Principal Director (Logistics) तटरक्षक मुख्यालय / Coast Guard Headquarters नई दिल्ली-110001/New Delhi-110001

- c. Each spare, tools and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton.
 - i) Battery AN capacity.
 - ii) Battery Model No :
- d. One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- e NA.
- f. If necessary,each package shall be marked with warning inscriptions:<Top>,"Do not turn over", category of cargo etc.
- g. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.
- 22. Quality: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item
- 23. Quality Assurance: The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
- **24.** <u>Inspection Authority</u>: On receipt the items will be inspected by the reps nominated by Consignee units and the items will be accepted against warrantee/ guarantee certificate of the firm for 36 months.
- 25. <u>Pre-Dispatch Inspection</u>-NA.
- 26. <u>Joint Receipt Inspection</u>: NA.
- 27. <u>Franking Clause</u>
 - a. In the case of Acceptance of Goods "The fact that the goods have beeninspected after the delivery period and passed by the Inspecting Officer willnot have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".



- **b.** In the case of Rejection of Goods "The fact that the goods have beeninspected after the delivery period and rejected by the Inspecting Officer willnot bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."
- **28.** <u>Claims</u>: The following Claims clause will form part of the contract placed on successful Bidder
 - a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the PackingList/Insufficiency in packing, or (b) on quality of the stores, where quality doesnot correspond to the quality mentioned in the contract.
 - b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
 - c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
 - d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
 - e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.
 - f Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned
 - g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.
- 29. <u>Warranty</u>: The following Warranty will form part of the contract placed on successful Bidder
 - (a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars



contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for aperiod of 36 months from the date of delivery of the said goods/ stores/articles to the Buyer that notwithstanding the fact that the Buyer may have inspected and/orapproved the said goods/stores/articles, if during the aforesaid period of 36 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(i) In case Battery checked at End-user site

- Customer need to log in his complaint on defined numbers.
- Our call centre will check the warranty status and advice customer to present purchase bill (Mandatory Tax invoice with battery serial no) to CCT during his visit. Warranty will be calculated from his purchase bill date on the spot.

Transit damage:

- Transit damage should be reported by Business partner by mentioned on LR/ invoice at the time of receiving the batteries, logistic will inform to service to verify the same & submit inspection report on need basis, such claim will be settled / debited through logistic to CFA.
- Battery physical damage case which are not reported on LR/ invoice but informed to service department within 7 days will be thoroughly checked / reviewed for reconsideration and resolution by service department.

(ii) Shortage / mismatch:

 Shortage/ Mismatch of battery has to be reported by Business partner by mentioning on LR copy at the time of receiving the batteries with duly signed and stamp and will be settled by logistic department by providing battery or credit note

(iii) Replacement procedure & mandatory documents required: Following documents are required while processing replacements

- Photocopy of customer's VAT / GST purchase bill having battery serial no
- Photocopy of company sales invoice for unsold / transit damage cases
- Original warranty card dully filled wherever applicable.

Otherwise warranty will be given by battery serial number sale date with 30 days grace.

एन वी नरसिम्हा/NV Narasimha उप महानिरीक्षक/DIG प्रधान निदेशक (संभारिकी)/Principal Director (Logistics) तटरक्षक मुख्याह्मग/Coast Guard Headquarters नई दिल्ली-110001/New Delhi-110001



30 Product Support: Product support will be as follows:-

(a) <u>Objective</u>: - our objective to provide and serve a best quality product with best quality post sales service in all standard to meet all customers' expectation and made our customer delight.

These documents may be used as a service guide to understand the processes and norms which service will be delivered to our consumers.

<u>Scope</u>: - The scope of service policy to Cover the Service Operation procedures and Company Service Norms to be followed

(b) Installation

Installation of Battery is the responsibility of the Business Partner / OEM whosoever is supplying the Battery to the Customer, business Partner must install the Battery at proper & serviceable place & do proper Selection settings as per application in associated inverter.

(c) Complaint Registration / Login

Problem observed in system	First Customer or Business partner need to log in a compliant at Customer Care Toll Free No- 1800-102-8808, 1800-103-7011		
Required information	Customer Name, Address, Contact No & Battery Serial No are mandatory while log in a complaint at Customer Care		

(d) <u>Attending of complaints</u>

Point of Attending Complaint	Complaint directly by	shall service	be Te	attended chnician (C	at CT	customer)	point

(e) Charger installation:

As per testing if battery found discharged, company CCT will install 12 V chargers with complaint battery and revisit as per schedule for battery backup test.

(f) Complaint resolution:

If battery found with manufacturing defect after complete testing and charging as per company norms, claim will be recommended for replacement.



एन वी नरसिम्हा / NV Narasimha उप महानिरीक्षक / DIG प्रधान निदेशक (संभारिकी) / Principal Director (Logistics) विकास सुरक्षालय (Logistics) विकास सुरक्षालय (Logistics) (g) Escalation process: escalation for service complaints can be done as mentioned below.

	1	Call	011-45112399	24 Hr.
	2	Whats App/ Telegram	9870902020	24 Hr.
Escalations:	3	E-mail	OneWindow@okayapowerltd.com	24 Hr.
	4	HOD / Process owner's Contact No	9015358358	4 Hr

Network (Service support): Okaya power group having more than 400 trained technicians for providing a good quality service support to end consumer, approx. 40 branches for providing replacement battery support to all business partners.

SLA: Service Level Agreement / Assurance:

Service should take all measures to complete the complaints lodged by customer / OEM / Business partner with in a shortest possible time and defined SLA with zonal structure as placed at Appendix 'B'.

- 31. Annual Maintenance Contract (AMC) Clause-NA.
- Engineering Support Package (ESP) clause-NA. 32.
- 33 Price Variation (PV) Clause
 - The price quoted/confirmed is based on the input cost of raw material (a) andlabour cost as on the date of quotation and the same is deemed to be related to the priceof lead ingot and All-India average consumer price index number for industrial workers as specified in the Price Variation Clause given below. In case of any variation in this price/index number, the price payable shall be subject to adjustment up or down in accordance with the following formula:

$$P = \frac{P_0}{100} \left[60+40 \frac{LD}{LD_0} \right]$$

Where,

P = Price payable as adjusted in accordance with the above formula

Po = Price quoted/confirmed

एन वी नरसिम्हा / NV Narasimha

अप सहानिविचन/DIG

gune (edgen (emiled) / Principal Director Cogistical deles Houses / Crast Guard Mariquarters

ml Reminiococt New Delhi-110001

LD = Price of lead ingot (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of delivery.

LD₀ = Price of lead ingot

This price is as applicable on the first working day of the month, one month prior to the date of tender opening.

The above prices/indices are as published by IEEMA. For example, if the date of tendering falls in September-2009, the applicable price of lead ingot (LD0) should be that prevailing as on 1st August, 2009. If the date of delivery falls in December-2009, the applicable price of lead ingot (LD) should be that as published by IEEMA as prevailing on 1st November, 2009. The above prices/indices are as published by IEEMA.

(b) The price variation rates will be given effect on quaterly basis i.e. in July, Oct, Jan and so on for the period Jul-Sep, Oct-Dec, Jan-Mar, Apr-Jun All prices above are Assessable Value before Taxes (Excise Duty, Education Cess, Sales Tax, VAT etc.

34. CONDITIONS FOR OPERATION OF PRICE VARIATION CLAUSE

- a. The amount of price variation to be reimbursed or claimed as a refund on account of general rise or fall of prices/indices published by IEEMA for lead ingot shall be worked out on the basis of format stipulated above and that too for the quantity of Batteries supplied as per the contractual delivery period. There is no need of submission of any relevant documents/revised price list alongwith detailed workouts while claiming such price variation. If the delivery is delayed by the supplier, then the amount of price variation will be worked out based on prices/indices published by IEEMA of Batteries of the month, which is one month prior to the contractual delivery schedule date (and not of the month, which is one month prior to the actual delivery schedule date), irrespective of rise or fall of prices/indices of lead ingot.
- b. The Price Variation Clause is operative both ways i.e. if price variation in prices/indices published by IEEMA for lead ingot is on the plus side, payment on account of price variation shall be allowed to the supplier and if it is on negative side, the Undertaking shall be entitled to recover the same from any amount due to the supplier.
- c. The payment will be released for Batteries supplied as per the delivery schedule based on the quoted price as per the Undertaking's 'Normal Payment' terms i.e. 100% payment within 30 days from the date of submission of Stores Received Note along with bill'. However, the amount of price variation to be reimbursed or claimed on account of general rise or fall of prices/indices published by IEEMA for lead ingot will be done only once after the receipt of IEEMA circular for lead ingot applicable for the month, which is one month prior to the contractual delivery schedule (Including any agreed extension thereof)



एन थी नहाँनिका/NV Natasirchu या नहाँनिका/DIG अपान निकास (तथादितो)/Priscipal Disclor (Legistes) व्यक्ति गुळालग/Goust Guard Headquarters वर्ष किल्के 110001/Now Delhi-110001

Variation in prices of finished product due to change in Statutory Levies, etc. are considered only if the tenderer specifically mentions 'Taxes & Statutory Levies as applicable' in their quotation and mention specific rates/percentage of these taxes applicable in the quotation and produces necessary documentary evidence of such variation at the time of claiming the payments. Variation in price due to Statutory Levies, etc. on the revised basic price of finished product on the basis of Price Variation formula stipulated above, will be worked out and necessary Amendment Form will be issued. If the variation in price is upward, the supplier shall have to submit the Tax invoice (supplementary) for the difference in rate due to price variation, based on which payment will be released. However, if the variation in price is downward, the Undertaking shall recover the same amount inclusive of statutory component, etc. as per Amendment Form issued to the supplier from any amount due to the supplier. The supplier shall have to follow up with the concerned Government/Municipal authorities for claim settlement of statutory components such as GST, Octroi, etc. The supplier should claim the Price Variation within one year from the date of supply of last lot failing which the Price Variation will not be given to them.



1

एन वी नरसिम्हा / NV Narasimha जप महानिरीक्षक / DIG प्रधान निदेशक (सम्परिकी) / Principal Director (Logistics) तटरक्षक मुख्यालय / Coast Guard Headquarters नई दिल्ली-110001/New Delhi-110001

Part V - Other Details

Distribution –

- a. Paying Authority (Address) Following details are given to enable internal audit to admit payments in connection with this contract
 - i. Head of Account for this contract Major Head 2037-Customs, Minor Head 102, Code Head 0/041/09.
 - ii. CFA for this contract ADG
 - iii. Schedule of Powers applicable for this contract Schedule 6,Sl. 6.1.
 - ivalt is confirmed that concurrence of IFA has been taken.
- b. IFA,CGHQ, National Stadium Complex, New Delhi This is with reference to IFA's concurrence accorded vide <u>U.O. number 355</u> dated <u>23 Nov 17</u>
- c. Inspection Authority NA.
- d. Consignees -
- (i) The Commander Coast Guard Region (W) Worli Sea Face PO Worli Colony Mumbai – 400 030
- (ii) The Commander Coast Guard Region (NE) 6th Floor, Synthesis Business Park New Town, Rajarhat Kolkata – 700 161
- (iii) The Commander Coast Guard Region (E) Near Napier Bridge Chennai - 600009
- (iv) The Commander Coast Guard Region (North-West) Post Box No. 09 Sector 11, Udyog Bhawan Gandhinagar-382 010
- (v) The Commander Coast Guard Region (A&N) Haddo Post Office Port Bliar



एन यी नरसिम्हा / NV Narasimha तम मन्त्रमित्रका / DIG प्रधान निरम्भ (दिन्नरिका) / Proceed Climitor (Japanes) तस्त्राप्त मुख्यातम् / Cose Guard Hassiquator नई दिल्ली-110001/New Delhi-110001 (vi) The Officer-in-Charge Coast Guard Store Depot (CHN) G.M. Pettai Road, Royapuram Chennai – 600 013 Tele: 044-23460471, Fax: 044-23460473 Email: cgsd-chn@indiancoastguard.nic.in

(vii) The Officer-in-Charge
Coast Guard Store Depot (MBI)
Cheetah Camp, SPDC Colony
Mankhurd, Mumbai – 400071
Tel: 022-25565368, Fax: 022-25558171
Email: cgsd-mum@indiancoastguard.nic.in

(viii) The Officer-in-Charge
Coast Guard Store Depot (PDP)
Badapadia, Paradip
Odisha-754 142
Tel: 06722-220040, Telfax: 06722-220140
Email: cqsd-pdp@indiancoastquard.nic.in

(ix) The Officer -in-Charge Coast Guard Store Depot (KOC) New Star Road, Mattancherry Kochi-682 002, Kerala Tele: 0484-2218460 Email: cgsd-koc@indiancoastguard.nic.in

(x) The Officer-in-Charge
Coast Guard Store Depot (PBD)
Near RGT College
Porbander - 360 575, Gujarat
Tele: 0286-2210140 Fax: 0286-2210143
Email: cgsd-pbd@indiancoastguard.nic.in

(xi) The Officer-in-Charge Regional Store Depot (PBR) Post Box No. 716, Haddo Post Office Port Blair-744 102 Tel: 03192-233921 Email: rsd-ptb@indiancoastguard.nic in

(xii) The Commander Coast Guard DHQ No.3 Panambur New Mangalore – 575010

(xiii) The Commander Coast Guard DHQ No.6 New OTM Complex, Malkapuram C/o FMO Vizag, Visakhapatnam – 530014



एन वी नरसिम्हा / NV Narasimha पप नहीं नरामा / DIG पपा । नवा = (स्पानिमा / Principal Director (Logistics) तटरक्षक मुख्यालय / Coast Guard Headquarters नई दिल्ली-119901/New Delhi-110001 (xiv) The Commander Coast Guard DHQ No.8 Anchorage Camp Haldia Port Haldia -724142

(xv) The Commander Coast Guard DHQ No.11 4th Floor, Old MPT Admin Building Mormugao Harbour Goa – 403803

(xvi) The Commander Coast Guard DHQ No.13 Ariyankuppam Puducherry – 605007

(xvii) The Commanding Officer Coast Guard Station Mandapam Distt Ramnad Tamil Nadu - 623518

e. Indenters -

- (i) The Commander, Coast Guard Region (W), Mumbai
- (ii) The Commander, Coast Guard Region (NE), Kolkata
- (iii) The Commander, Coast Guard Region (E), Chennai
- (iv) The Commander, Coast Guard Region (NW), Gandhinagar
- (v) The Commander, Coast Guard Region (A&N), Port Blair
- (vi) The Officer-in-Charge, Coast Guard Store Depot, Chennai
- (vii) The Officer-in-Charge, Coast Guard Store Depot, Mumbai
- (viii) The Officer-in-Charge, Coast Guard Store Depot, Paradip
- (ix) The Officer-in-Charge, Coast Guard Store Depot, Porbandar
- (x) The Officer-in-Charge, Coast Guard Store Depot, Kochi
- (xi) The Officer-in-Charge, Coast Guard Regional Store Depot, Port Blair
- (xii) The Commander, Coast Guard DHQ-1, Porbandar, Gujrat 360575
- (xiii) The Commander, Coast Guard DHQ-2, Worli, Mumbai 400 030 (xiv) The Commander, Coast Guard DHQ-3, New Mangalore 575010
- (xv) The Commander, Coast Guard DHQ-4, Kochi 682001
- (xvi) The Commander, Coast Guard DHQ-5, Chennai 600009
- (xvii) The Commander, Coast Guard DHQ-6, Visakhapatnam 530014
- (xviii) The Commander, Coast Guard DHQ-7, Odisha 754142
- (xix) The Commander, Coast Guard DHQ-8, Haldia -724142
- (xx) The Commander, Coast Guard DHQ-9, Diglipur, North Andaman Nicobar- 744202
- (xxi) The Commander, Coast Guard DHQ-10, Campbell Bay, Andaman Nicobar- 744302
- (xxii) The Commander, Coast Guard DHQ-11, Goa 403803
- (xxiii) The Commander, Coast Guard DHQ-12, Kavarathi 682535
- (xxiv) The Commander, Coast Guard DHQ-13, Puducherry 605007 (xxv) The Commander, Coast Guard DHQ-14, Port Blain 744102 while

प्रधान निवेशक (संपादिका / Principal Director (Logistics) नवरमक मुख्यानस् / Coast Guard Massiquarters



- 2. <u>TESTIMONIAL AND SIGNATURES</u>- The authorized representative of the Seller should be shown to have been so authorized by the Resolution of the Board of Directors of the Company of the Seller or duly authorized by the Memorandum/Articles of Association of the Company along with supporting documents for the same.
- 3, LEGAL ADDRESSES OF THE CONTRACTING PARTIES

(Mr. Tarun Nagpal) for Director

Y oneu Day

M/s Okaya Power Pvt. Ltd. D-7, Udyog Nagar, Rohtak Road, New Delhi - 110041

Telephone: 011-49803300 Mb. No. 9311809699

E Mail: gm1.cs@okayapowerltd.com

myemail@okayapowerltd.com

a pearanuho

(NV Narasimha)
Dy Inspector General

Principal Director (Logistics) Coast Guard Headquarters National Stadium Complex New Delhi - 110001

Telephone: 011-23385820

Fax: 011-23385820

E Mail:pdlog@indiancoastguard.nic.in



Appendix 'B'

			SLA (CEMI/ B2	B/ Government & li	nstitutional c		
5.mo					Visit at Customer site		on/Replacement (In Days) esponsibility to Costumer end
	Zone	ZPO	Target =	>	90% Response (In Hours)	90%	
			STATE	RWHLocations		RWH Location	Upcountry from RWH location
1				VARANASI	24	6	10
2			UPE	CORAKHPUR	24	6	10
3			CBH	DELHI-2	24	6	10
4			GUIARAT	AHMEDABAD	24	6	10
5	ZONE	Gauray I	DAMANUNDDIU	AHMEDABAD	24	6	10
6			IHARKHAND	RANCHI-2	24	6	10
7		1 1	ORISSA	CULINK	24	6	10
8			JAMMJANDKASHMR	JAMMU	48	6	14
9				KANPUR	24	6	10
10			UPC .	LUCKNOW	24	6	10
11				CHENNAI-3	24	6	10
12			TAMENADU&PONDIQ EPRY	MADURAI	24	6	10
13				COIMBATORE	24	6	10
	ZONE 2	Robit	CH-ATTISCARH	RAIPUR-3	24	6	10
15	2014.2	Terre	KERALA	ALUVA-2	24	6	10
16			HARYANA	ROHTAK	24	6	10
_				BHIWANI	24	6	10
17				REWARI	24	6	10
18				GURGOAN-2	24	6	10
19			DALACT IANI		24	6	10
20	- 1		RAJASTHAN	JAIPUR DEHRADUN	24	6	14
21	- 1		UTTRAKHAND		24	6	10
22			upw	AGRA	24	6	10
23		co.		CHAZI ABAD		6	10
24	ZONE3		SPA PUNIAB	LUDHANA	24 24	6	10
25	-			ZIRAKPUR			10
26			WEST BENGAL	KOLKATA-2	24	6	
27			CHANDIGARH	CHANDIGARH	24	6	10
28			HIMACHAL PRVIDESH		24	6	14
29				PUNE	24	6	10
30			MAN-MRASI-TRA & GOA	NACPUR	24	6	10
31			CHARLES ESCALE	AURANGABAD2		6	10
32				MUMBAI	24	6	10
33			BIHAR	PATNA-3	24	6	10
34	70NE	Fanindro		INDORE	24	6	10
35			MADHYAPPADESH	JABALPLR-2	24	6	10
36				GWALLOR	24	6	10
37			KARNATAKA	BANGALORE3	24	6	10
38			ANDHRA PARTIESH	SECUNDRABAD	24	6	10
39			TELANGANA	VUAYWADA	24	6	10
40			ASSAM/ Northeast	GUWAHATI	48	6	14
			Average Over All	7.6	25	6	10

एन वी नरसिम्हा / NV Narasimha स्य पहानीमक / DiG पतान निर्माण (संपरिका) / Frincipal Director (Logistics) पटावान पुरुष्टाच्ये / Cosst Sunrd Headquarters नर विल्ला 110001 (New Cally -110001

Appendix 'A'

For each Consignee of Indian Coast Guard listed below, batteries shall be dispatched, billed and supplied from OKAYA POWER PVT. LTD. Branch office in each of these consignee respective states. Okaya Power Pvt. Ltd branch locations against each consignee of Indian Coast Guard is mentioned below. Purchase Orders shall be directly send to OKAYA POWER PVT. LTD HEAD OFFICE at following address:-

OKAYA POWER PVT.LTD.,
Govt. Tender division
D-7, UDYOG NAGAR
NEW DELHI -110041
Ph ~01147451500
Email — myemail@okayapowerttd.com
gm1.cs@okayapowerttd.com

INDIAN COAST GUARD CONSIGNEE LOCATION	OKAYA POWER PVT. LTD SUPPLY LOCATION	OKAYA POWER PVT. LTD. BRANCH OFFICE – ADDRESSES AND CONTACT DETAILS	
(a) The Commander	KOLKATA	OKAYA POWER PVT. LTD.	
Coast Guard Region (NE)		67/2,HIDE SHED DUMP, near	
6 th Floor, Synthesis Business Park		jainkunjVishwanathdharamkanta, kolkata-700088 Current Add. (20	
New Town, Rajarhat		Coal Dock Road Kolkata-700088.)	
Kolkata – 700 161	-	and Contact details Dinesh	
Noikata = 700 101		Burman-9903246865, Mr.	
		Animesh Dhar-9163321563	
(b) The Commander	CHENNAI /	OKAYA POWER PVT. LTD.	
Coast Guard Region (A&N)	KOLKATA	SY. No. 24/2, 22/3B 22/4A1,	
Haddo Post Office		Village & Post-Vayalanallur,	
Port Bliar		Chennai (Tamil Nadu)- 600072,	
		JKB Chamber compund and	
		Contact details Anil Syal-	
		9958333665, Mr. Senthil-	
		9380067119 / 67/2,HIDE SHED	
		DUMP, near	
		jainkunjVishwanathdharamkanta,	
		kolkata-700088. Current Add. (20	
		Coal Dock Road Kolkata-700088.)	
		and Contact details Dinesh	
		Burman-9903246865, Mr.	
(a) The Commonder	MUNADAI	Animesh Dhar-9163321563	
(c) The Commander	MUMBAI	OKAYA POWER PVT. LTD.	
Coast Guard Region (W)	-	Jai Mata di Compound,	
Worli Sea Face PO		TusiBuilding,Gala no.A-14, Back to Ramdev Hotel, Village Kalher,	
Worli Colony		Bhiwandi, Mumbai-421302 and	
Mumbai – 400 030		Contact details Mr. Ajay	
		Bhargava-9890048783, Mr. Shiv	
		Kumar-9324595388	



एन वी नरसिम्हा / NV Naresimha एप महानिरीक्षक / DIG प्रधान निवेशक (संगारिकी) / Principal Director (Logistics) तटरक्षक मुख्यालय / Coast Guard Headquarters नई दिल्ली-110001/New Delhi-110001

(d) The Commander	CHENNAI	OKAYA POWER PVT. LTD.		
Coast Guard Region (E)		SY. No. 24/2, 22/3B 22/4A1, Village & Post-Vayalanallur, Chennai (Tamil Nadu)- 600072,		
Near Napier Bridge				
Chennai - 600009				
		JKB Chamber compund and		
		Contact details Anil Syal-		
		9958333665, Mr. Senthil-		
		9380067119		
(e) The Commander	AHMEDABAD	OKAYA POWER PVT, LTD.		
Coast Guard Region (North-	- " " " " " " " " " " " " " " " " " " "	Warehouse:- G-1, MAHARAJA		
West)		ESTATE NEAR ANAND HOTEL		
Post Box No. 09		SARKHEJ, SANAD ROAD		
Sector 11, UdyogBhawan		SARKHEJ, AHMEDABAD -		
Gandhinagar-382 010	-	382210 and Contact details		
Sandrinagar-362 010		Chetan Shah-9825030595, Mr.		
		Bharat-9909005768		
(f) The Officer-in-Charge	MUMBAI	OKAYA POWER PVT. LTD.		
Coast Guard Store Depot		Jai Mata di Compound,		
(MBI)		TusiBuilding,Gala no A-14, Back		
Cheetah Camp, SPDC Colony		to Ramdev Hotel, Village Kalher,		
Mankhurd, Mumbai – 400071	-	Bhiwandi, Mumbai-421302 and		
Tel: 022-25565368, Fax: 022-		Contact details Mr. Ajay Bhargava-9890048783, Mr. Shiv		
25558171				
		Kumar-9324595388		
Email: cgsd-				
mum@indiancoastguard_nic_in (g) The Officer-in-Charge				
	CHENNAI	OKAYA POWER PVT. LTD.		
Coast Guard Store Depot (CHN)		SY. No. 24/2, 22/3B 22/4A1,		
		Village & Post-Vayalanallur,		
G.M. Pettai Road, Royapuram		Chennai (Tamil Nadu)- 600072,		
Chennai - 600 013		JKB Chamber compund and		
		Contact details Anil Syal-		
		9958333665, Mr. Senthil-		
Tele: 044-23460471, Fax:		9380067119		
044-23460473				
Email: cqsd-				
chn@indiancoastguard.nic.in				
(h) The Officer -in-Charge	ALUVA	OKAYA BOMES S		
Coast Guard Store Depot	Vroov	OKAYA POWER PVT. LTD.		
(KOC)		BUILDING NO. XII/244 A1 AT		
New Star Road, Mattancherry		MAJITHABUILDING,		
Kochi-682 002, Kerala		MATTEKKAD MEDICAL		
Tele: 0484-2218460		COLLEGEROAD, MATTEKKAD,		
		HMTCOLONY, P.O		
Email: cosd-		KALAMASSERY ERNAKULAM-		
koc@indiancoastguard.nic.in	D. Find	68350 and Contact details Rupak		
- 0 mls	The state of the s	Parakkal-8086800200,		
1/100		SHREEJITH-8593005596		



एन मी नहरंगकर/DIG पव स्त्रुं की कर/DIG बन्न (नेदेशक (nation)/Ensipel Director (Logistics) तदन्त्रक पुरत्ताकर/Coast Guard Headquaring वर्ष दिल्ली 110001/New Dish-110001

(j) The Officer-in-Charge Coast Guard Store Depot (PBD) Near RGT College	AHMEDABAD	OKAYA POWER PVT. LTD. Warehouse:- G-1, MAHARAJA ESTATE NEAR ANAND HOTEL SARKHEJ, SANAD ROAD SARKHEJ, AHMEDABAD -		
Porbander - 360 575, Gujarat Tele: 0286-2210140 Fax: 0286-2210143		382210 and Contact details Chetan Shah-9825030595, Mr.		
Email: cgsd- pbd@indiancoastguard.nic.in		Bharat-9909005768		
(k) The Officer-in-Charge Coast Guard Store Depot (PDP) Badapadia, Paradip Odisha-754 142 Tel: 06722-220040, Telfax:	CUTTACK	OKAYA POWER PVT, LTD. Plot No. 1424, 1425, 1426, N.H-5,Near S.C Mukherjee Petrol Pump,Jagatpur C\O Parida work shop, Jagatpur cuttak-754021 and Contact details Mr. Naresh Kumar Ganeriwal-9437065442,		
06722-220140 Email: cgsd- pdp@indiancoastguard.nic.in		Mr. Ashok-9861457722		
(I) The Officer-in-Charge Regional Store Depot (PBR) Post Box No. 716, Haddo Post Office Port Blair-744 102 Tel: 03192-233921	CHENNAI / KOLKATA	OKAYA POWER PVT. LTD. SY. No. 24/2, 22/3B 22/4A1, Village & Post-Vayalanallur, Chennai (Tamil Nadu)- 600072, JKB Chamber compund and Contact details Anil Syal-9958333665, Mr. Senthil-9380067119 / 67/2,HIDE SHED DUMP, near jainkunjVishwanathdharamkanta, kolkata-700088. Current Add. (20 Coal Dock Road Kolkata-700088.) and Contact details Dinesh Burman-9903246865, Mr. Animesh Dhar-9163321563		
Email: rsd- ptb@indiancoastguard.nic.in				
(m) The Commander Coast Guard DHQ No.3 Panambur New Mangalore – 575010	BANGALORE	OKAYA POWER PVT. LTD. 38/1, 9th MAIN,M.S COMPLAX, KUVEMPU NAGAR, VASANTHAPURA, DODDAKALLASANDRA,NEAR GOKULAM APARTMANT, BANGALORE- 560062 (KARNATAKA) and Contact details Mr. SHIVA PRASAD. T S- 9480917754, Shivlingya- 9845704794		



(n) The Commander	VIJAYAWADA	OKAYA POWER PVT_LTD.			
Coast Guard DHQ No.6		D.NO.1-4-285, SHUTTER NO A, VISHWANADHA TADPOLIN			
New OTM Complex					
Malkapuram		BUILDING R.T.C. WORK SHOP			
C/o FMO Vizag		ROAD, BHAVANIPURAM, VIJAYAWADA - 520012 and			
Visakhapatnam – 530014					
		Contact details K.Rajinder			
		Prasad-9393520276, Mr. P.Durga Rao-8666455522			
(p) The Commander	KOLKATA	OKAYA POWER PVT, LTD.			
Coast Guard DHQ No.8		67/2,HIDE SHED DUMP, near			
Anchorage Camp		jainkunjVishwanathdharamkanta,			
Haldia Port		kolkata-700088. Current Add (
Haldia -724142	7	20 Coal Dock Road Kolkata-			
		700088.) and Contact details			
		Dinesh Burman-9903246865, Mr.			
		Animesh Dhar-9163321563			
(q) The Commander	BANGALORE	OKAYA POWER PVT. LTD.			
Coast Guard DHQ No.11		38/1, 9th MAIN,M.S COMPLAX,			
4th Floor, Old MPT	7	KUVEMPU NAGAR,			
Admin Building	=	VASANTHAPURA.			
, terrini Ballaling		DODDAKALLASANDRA,NEAR			
		GOKULAM APARTMANT,			
		BANGALORE- 560062			
		(KARNATAKA) and Contact			
		details Mr. SHIVA PRASAD, T S-			
		9480917754, Shivlingya- 9845704794			
MormugaoHarbour		3043704794			
Goa – 403803	7.				
(r) The Commander	CHENNAI	OKAYA POWER PVT_LTD			
Coast Guard DHQ No.13	OTTEN OTT	SY. No. 24/2, 22/3B 22/4A1,			
Ariyankuppam		Village & Post-Vayalanallur,			
Puducherry – 605007	-	Chennai (Tamil Nadu)- 600072,			
300007		JKB Chamber compund and			
		Contact details Anil Syal-			
		9958333665, Mr. Senthil-			
(a) The O		9380067119			
(s) The Commanding Officer	MADURAI	OKAYA POWER PVT. LTD.			
Coast Guard Station		PLOT NO.3/A, DINDUGUL			
Mandapam DisttRamnad		ROAD, OPP -ARC PARCEL			
		SERVICE, VILANGUDI			
Tamil Nadu - 623518	963 647	MADURAI-474010 and Contact			
1/3	1111	details V.S.P.Kannan-			
11.		9944655555, Mr. Ganesh- 9597454576			
	-	OUT TOTO! OF			



एन वी नरशिक्ता / NV N - asi nn 2 उप महानिश्रीश्चन / DIB प्रधान नियेण व (न-मरिकी) / Frincipal Direct - (Logis) तटरक्षक नुख्य तम / Coast Guard Huadquarters नई दिल्ली-110001/New Delhi-110001

7. <u>Director Demanding Officer (DDO's)</u>. The direct demanding officers are as follows: -

TOIIOWS: -		
(a) The Commander, Coast Guard Region (NE), Kolkata	KOLKATA	Billing branch details as listed above.
(b) The Commander, Coast Guard Region (A&N), Port Blair	CHENNAI / KOLKATA	Billing branch details as listed above.
(c) The Commander, Coast Guard Region (E), Chennai	CHENNAI	Billing branch details as listed above
(d) The Commander, Coast Guard Region (NW), Gandhinagar	AHMEDABAD	Billing branch details as listed above
(e) The Commander, Coast Guard Region (W), Mumbai	MUMBAI	Billing branch details as listed above
(f) The Officer-in-Charge, Coast Guard Store Depot, Mumbai	MUMBAI	Billing branch details as listed aboye.
(g) The Officer-in-Charge, Coast Guard Store Depot, Chennai	CHENNAI	Billing branch details as listed above
(h) The Officer-in-Charge, Coast Guard Store Depot, Porbandar	AHMEDABAD	Billing branch details as listed above
(j) The Officer-in-Charge, Coast Guard Store Depot, Kochi	ALUVA	Billing branch details as listed above.
(k) The Officer-in-Charge,Coast Guard Store Depot,Paradip	CUTTACK	Billing branch details as listed above
(I) The Officer-in-Charge, Coast Guard Regional Store Depot, Port Blair	CHENNAI / KOLKATA	Billing branch details as listed above
(m) The Commander, Coast Guard DHQ-1, Porbandar, Gujrat – 360575	AHMEDABAD	Billing branch details as listed above
(n) The Commander, Coast Guard DHQ-2, Worli, Mumbai – 400 030	MUMBAI	Billing branch details as listed above
(p) The Commander, Coast Guard DHQ-3, New Mangalore – 575010	BANGALORE	Billing branch details as listed above.
(q) The Commander, Coast Guard DHQ-4, Kochi - 682001	ALŲVA	Billing branch details as listed above.
(r) The Commander, Coast Guard DHQ-5, Chennai – 600009	CHENNAI	Billing branch details as listed above
(s) The Commander, Coast Guard DHQ-6, Visakhapatnam – 530014	VIJAYAWADA	Billing branch details as listed above
		111

