



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
**Office of the Chief General Manager(MM)**  
**Materials Management Department**  
**Commercial Block L-III , Koyla Bhawan : Koyla Nagar**  
**Dhanbad : 826005(Fax No- 0326-2230183)**

Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only

**SUPPLY / PURCHASE ORDER**

**BY REGD.POST / SPEED POST**

Ref no: Pur/211208/Refrigerator/Guest House/11-12/55

Date: 30.06.12

To  
M/s Dhanbad Powerpoint  
Chandmari Road,  
Near Chandmari Kanta  
Dhansar- 828106

Sub: Supply of Refrigerator.  
Ref: Your Offer no NIL dated 29.05.2012 against our Tender Enquiry no.  
Pur/211208/Refrigerator/Guest House/11-12 opened on 29.05.2012

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of following items at the following price, terms and conditions:

**1. SCOPE OF SUPPLY:-**

S.N	Item	Basic rate	Qty	Extended Value
1	300 ltr refrigerator, 220V,50Hz,5 star rated, Model –GDD 310, Godrej Make	17368.42	01 Nos	17368.42
	VAT @ 14%			2431.58
	Total Extended Value			<b>19800.00</b>

**Other Terms and conditions:-**

- 1.Payment: 100 % within 21 days after receipt /acceptance/installation or receipt of bill whichever is later.
- 2.Prices: FIRM and FOR destination except Govt. taxes 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 in present case , if applicable , the same will be borne by you.
- 4.VAT @ 14%
5. Delivery: Ex-stock. 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.

**NOTE : Safe arrival of materials shall be your responsibility.**

6. Paying Authority: FM(Pay) I/C , Koyla Bhawan .

7. Consignee – PM(Admn) , Koyla Bhawan.
8. Guarantee/Warranty: For refrigerator -The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of acceptance of material. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. The repair, replacement or rectification work shall be carried out by the supplier at site at no cost to the purchaser, For compressor- 5yrs
- 9.Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.
- 10.Packing: Consignment shall be supplied in suitable standard proper packing.
- 11.Security Deposit:- Not applicable as value less than Rs 1.00 Lakhs.
- 12.LD Clause, Price fall clause & Force Majeure as per Annexure A

All other terms and conditions will be as per company's norms.

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd.

M.Mehta  
S.O(MM)

(A K Choudhary)  
CM(MM)

INDENT & BC/FC REFERENCE:-

Indent no. and Date	B.C./FC no. & dt.
Indent No:- NIL dated NIL IR No:-211208 dated 28.12.2011	BC No:- BCCL/P & P(F)/CAP/BC/12-13/FUR/HQ/79/39 dated 27.06.2012 FOR Rs 79,950.00/- FC No:- BCCL/P & P/CM (F)/FC/CAP/FURN/HQ/72/04 dated 28.06.2012

Copy to:

1. Dy GM(Admn),Koyla Nagar, BCCL, Dhanbad
2. PM(Admn) , Koyla Bhawan.
3. FM(Pay) I/C , Koyla Bhawan
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.

## **ANNEXURE “A”**

**1. Penalty for Delay in Supply (L. D. Clause):** In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5% (Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to **10% (Ten Percent)** and where felt necessary by BCCL it may be increased up to 15 %..
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) above except in case of force majeure condition.
- e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.
- f) To forfeit the security deposit fully or in part.

**2. Force Majeure Conditions** - 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

**3. PRICE FALL CLAUSE** - The price charged for the Stores / Equipment supplied against the order shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.