



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: BCCL/Pur/211120/11-12/Power Contactor/69/ 270

Date: 14.03.2012

To,
M/s S & S Company ,
Shop no. 17, Zila parishad market,
Opp. DGMS Office , Hirapur,
Dhanbad - 826001 .
(Vendor Code: 1/13/M/G/205)

Sub: Supply of Power Contactor Unit

Ref: i. BCCL Tender No: BCCL/Pur/211120/11-12/Power Contactor/69

dt.21.10.11 opened on 22.11.2011.

ii. Your offer No. SSC/BCCL/11-12 DT 09.11.2011 read along with
subsequent correspondences and your last letter dated 13.01.2012.

Dear Sirs,

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

1. SCOPE OF SUPPLY:-

S.N	Item	Qty	Unit Rate	Value
1	Power Contactor Unit,KW – 375,Current Rating : 630 Amp,Coil Voltage : 220/414 VAC with 2 NO + 2NC,H.P. : 500 Type : LC1FDP630A Make : C&S Electric Ltd	01	81000.00	81000.00
			VAT @ 5%	4050.00
			Toal	85050.00

Contract Value: Rs. 85050.00 (Rupees Eighty Five thousand Fifty only)

TERMS & CONDITIONS:

1. **Payment Terms:** 100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill , whichever is later by the consignee.

2. **Prices:** FIRM and FOR destination basis.

3. **DELIVERY SCHEDULE:**--Within 30 days from the date of receipt of order.

NOTE: Safe arrival of materials shall be your responsibility.

4. **Performance Bank Guarantee** – Not applicable.

5. **Security Money** - Not applicable as order value is less than one Lakh .

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

7. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

8. **Penalty for Failure to Supply in Time**

The time and date of 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 delivery or dispatch 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 cancelling 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.

The bidder must confirm the acceptance of this Penalty clause which will not be altered.

9. 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 Bhawan, 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.

The bidder should confirm their acceptance of the above clauses.

10. 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 etc should be submitted to the Paying Authority through Consignee only.

11. Guarantee /Warranty –

Material shall be covered under guaranty / warranty as per standard norms of manufacturer and it should be free from any manufacturing defect. If any defect is founds in the materials you will have to arrange; for replacement of the same free of cost immediately within 30 days from the date of receipt of complaint.

12 Packing- Consignment shall be supplied in suitable standard proper packing.

13 Force Majeure Clause –

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, 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 it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, 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 authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation 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 delays arising out of Force Majeure, the bidder will not claim 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 costs provided it is mutually established that Force Majeure Conditions did actually exists.

c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

14 Consignee – PM (Admn), Koyla Bhawan.

15. Paying Authority- FM (Pay) I/C, BCCL, Koyla Bhawan., Koyla Nagar, Dhanbad.

16. Issue of Road Permit: Road Permit if required may be obtained directly from the

Consignee under intimation to this office.

17 ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- This purchase order/ contract is issued with the approval of the Competent Authority.

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.

L K JHA

CM (MM)-III

INDENT REFERENCE

Indent no. and Date	BC/FC Details.
Indent of – Unit - E&M(Civil) , Koyla Nagar	BCCL /FM(C)/FC/Rev/11-12/Misc. Stors/18dt.3.3.2012 for Rs.85050.00 (Rupees Eighty Five thousand Fifty only)

Copy to:

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