



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Regt. Off: Koyla Bhawan, Koyla Nagar

Dhanbad-826005

CIN : U10101JH1972GOI000918

Office of the General Manager

Materials Management Department

Level-III, Commercial Block,

Koyla Bhawan, Dhanbad-826005

Phone: 0326-2230181

Fax No.: 0326-2230183

Website: www.bccl.gov.in

Supply Order

ORIGINAL BY REGD. POST/ BY HAND

Supply order no: BCCL/MMD/Committee Purchase/Electricals/17-18/87 Date: 28.11.2017

To,

M/s Parikh marketing Private limited,

Sushnilewa, Opposite Airport,

Barwadda Road, P.O. - nagnagar,

Dhanbad – 826004

PAN no- AAEC6236E

Sub: Supply of REFRIGERATOR 345 LITERS WITH DOUBLE DOOR against committee purchase Enquiry No. BCCL/PUR/COMMITTEE PURCHASE/Electricals/17-18/ Date: 11.11.2017

Ref: Your Offer no. Nil dated 11.11.2017

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 as per rate, terms and conditions indicated below:-

1. SCOPE OF SUPPLY:

The item wise detail along with Quantity to be supplied, Unit Rate and Extended Value will be as under:

NIT Sl No	Item Description	Qty in Nos	Unit Basic Rate in Rs	GST @ rate of 28% in Rs.	Unit Price inclusive of GST @ 28 % in Rs.
1	REFRIGERATOR 345 LITERS Make and Model : Samsung RT37M5538S9	01	Rs33,506.50	Rs.9,381.82	Rs.42,888.32

2. TOTAL ORDER VALUE: Rs.42,888.32

((Rupees Forty Two Thousand Eight Hundred Eighty Eight and Thirty Two Paise only))

Price is Firm and F.O.R. Destination basis which includes Packing & forwarding and Freight & Insurance charges.

3. GST: GST shall be Payable extra at actuals as applicable within the stipulated delivery schedule. Present rate of GST is @ 28%. The invoice shall be raised by you giving all the details as per GST Act/ Rules. You have to ensure proper uploading in your return. E-Way bill, if required, shall be arranged by you.

(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)

4. Mode of Dispatch: By Road on F.O.R. Destination, Freight paid basis.

NOTE: You will ensure safe & sound delivery of stores at consignee's end.

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5. Delivery Period: within 7 days from the date of placement of order.

6. Consignee & Paying Authority:

Consignee & Paying Authority for this Order will be as under:

Consignee	Paying Authority
Koyla Nagar, Civil Office	The HOD (F) (MM), Purchase Finance , KoylaBhawan , B.C.C.L. , Dhanbad

Allocation place of the Items will be CMD, BCCL Bungalow

7. Payment Term: 100% payment will be made within 21 days of receipt and Acceptance of the materials by the consignee or from the date of receipt of Bills, Whichever is later.

8. Submission of Bill: 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 challan, Consignment note (if required) , packing list if any, guarantee/warranty certificate, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed , Price Certificate and other documents as per order .

(Note – All documents to be submitted shall be duly authenticated)

9. Guaranty/Warranty: Minimum 01 year warranty on the product from the date of receipt and acceptance of material.

10. PRICE CERTIFICATE: You shall 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 “

11. Inspection: Inspection shall be arranged by the consignee after receipt of the material at consignee's end. Supplier's technical representative must be available at the time of inspection.

12. 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 GM(MM), Bharat Coking Coal Limited , Commercial Block , Level –III , KoylaBhawan , 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. A certificate to this effect shall be submitted along with their supplies.

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13.INSPECTION AND TESTS:

- i)The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
 - ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
 - iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
 - iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.
 - v)Materials are subject to inspection by the purchaser before dispatch.The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
 - vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
 - vii)The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.
- Final Inspection at destination site shall be arranged by the consignee within one week from the date of receipt of the material.Supplier's technical representative must be available at the time of inspection.

14.PENALTY FOR FAILURE TO SUPPLY IN TIME: Liquidated Damage(LD) Clause/Risk

Purchase clause: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:



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- 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.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our Committee purchase enquiry.

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

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



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Supply order no: BCCL/MMD/Committee Purchase/Electricals/17-18/87 Date: 28.11.2017

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

(Nadeem Khan)
AM (MM)

(A.D.Santhish)
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	BC& FC Ref.
1	BCCL/E&M/PS/KB/2017-18/38 DATED 31.10.2017	BCCL/C&B/CAP/REG.PN-07/SN-49/EBC NO.341 DATED 10.11.2017(CAP 17-18) HEAD: P&M(OTHERS) FOR RS.35,800.00 BCCL/C&B/CAP/REG.PN-08/SN-61/EBC NO.369 DATED 22.11.2017(CAP 17-18) HEAD: P&M(OTHERS) FOR RS.7,088.32 EFC NO.233 DATED 27.11.2017 FOR RS.35,800.00 EFC NO.234 DATED 27.11.2017 FOR RS.7,088.32

Encl- Annexure A - technical Specifications

Copy to:

1. GM (E&M) BCCL Hq
2. HODM (F) MM, MM DIV, Koyla Bhawan.
3. Civil Office ,Koyla Nagar
4. MM (Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.

Assistant manager (MM)

General Manager(MM)

TECHNICAL SPECIFICATION OF REFRIGERATOR 345 LITERS WITH DOUBLE DOOR

1. Double Door
2. Minimum 3 Star
3. Liters – Minimum 345
4. Digital Display
5. Stabilizer free operation (100 – 300V)
6. Smart Connect Inverter
7. Minimum 10 years warranty on compressor
8. Quantity – 01(One) Nos.
9. Minimum 01 year warranty on the product from the date of receipt and acceptance of material.



Handwritten signature in blue ink, dated 28/11.



Handwritten signature in blue ink, dated 28/11.