



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.bcclweb.in](http://www.bcclweb.in)

### Supply Order

ORIGINAL BY REGD. POST/ BY HAND

Ref: BCCL/Committee Purchase/FAN/18-19/93

Date: 21.09.2018

To,

**M/s Parikh Marketing Pvt. Ltd.**

Susnilewa, Opposite Airport

Barwadda Road

Dhanbad-

Vendor Category: Dealer

GSTIN: 20AAECP6236E1ZV

PAN: AAECP6236E

### Sub: Supply of Refrigerator

- Ref: 1. Committee Purchase Enquiry No. BCCL/Pur/CP DB4/Fridge/66 Dtd 24.04.18 opened on 02.05.18  
2. Your Offer no. Nil dtd 02.05.18 and subsequent correspondence.

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: Supply of Ceiling fan

The detailed description along with specification / size of the item along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

S. L.	Item Description	Unit Basic Rate (In Rs)	Quantity (Nos)	Total Extended Value (Rs)	GST @ 18%	Landed Value (In Rs)
1	Supply of 345 Litre Fridge <b>Make:</b> Samsung <b>Model:</b> RT37M5538S8	33,506.50	01	33,506.50	6031.17	39537.67
Total Landed Value (In Rs)						39537.67

**2. Total Order Value: Rs 39,537.67** (Rupees Thirty Nine Thousand Five hundred Thirty Seven and Paise Sixty Seven only) on Firm and F.O.R. Destination basis.

**3. Packing & forwarding and Freight & Insurance charges: - Nil**

### 4. GST:

- (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present GST [CGST+SGST] rates are as above.
- (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
- (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- (d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.

(e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.

**5. 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.

**6. Delivery Period:** Supply to be completed within 7 days from the date of issue of Purchase order. However you may improve upon delivery and early delivery will be highly appreciated.

**7. Consignee & Paying Authority:**

Consignee	Paying Authority
In-charge Civil Store ,Koyla Nagar	HOD (Pay) Koyla Bhawan , B.C.C.L. , Dhanbad

**8. 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.

**9. 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 , documentary evidence of GST payment if claimed, Price Certificate and other documents as per order.

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

**10. Guarantee/warranty:**-If any component or part of the supplied equipment found defective or not working properly during one year standard guaranty/warranty period year from date of fitment or installation, the same shall be replaced by the supplier or if required, the whole equipment to be replaced by another equipment of similar or higher configuration.

**11. 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 “

**12. 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.

**13. 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 , 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. A certificate to this effect shall be submitted along with their supplies.

**14. PENALTY FOR FAILURE TO SUPPLY IN TIME:**

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from this office.



In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

- a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk, the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

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 notice inviting tender and as confirmed in techno-commercially acceptable offer of bidder and company rules.

**INDENT & BUDGET CERTIFICATION REFERENCE**

SN	Indent no. and Date	eBC & eFC Ref.
1	Indent no. BCCL/E&M/-56 dated 05.02.18	B.C No.BCCL/C&B/CAP/Reg.PN -06/SN-08/e.BC no.405 dtd 10.08.18 for amount of Rs 39,537.67 Head :P&M(Others) New Job, Unit Code system:2200 , File Organizing Authority: GM(E&M) I/C F.C. No. e FC No.319 dtd 18.09.18 for amount Rs 39,537.67

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.



(Shivam Pandey)  
AM (MM)

(I Mukherjee)  
SM (E&M)

(This has got the concurrence and approval of competent authority)

