


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p><b>Bharat Coking Coal Limited</b>  A Mini Ratna Company  (A Subsidiary of Coal India Limited- A Maharatna Company)  Regt. Off: Koyla Bhawan, Koyla Nagar  Dhanbad-826005  CIN :U10101JH1972GOI000918</p>		<p>Office of the General Manager  Materials Management Department  Level-III, Commercial Block,  Koyla Bhawan, Dhanbad-826005  Phone: 0326-2230181  Fax No.: 0326-2230183  Website: <a href="http://www.bcl.gov.in">www.bcl.gov.in</a></p>
---	---	--

Ref no: BCCL/KB/E&M14-15/349/255

Dt. 28-03-2015  
BY HAND

To  
M/s Parikh Sales,  
Jharia Road, Bank More,  
Dhanbad.-826001

Phone no :0326-2291543  
(Vendor Code: 1/13/M/G/402)

Sub: Supply, installation, testing, & commissioning of 1.5 T Samsung make Split AC

Ref: 1. Our Committee purchase enquiry no: BCCL/KB/E&M/14-15/349 dated 27.08.2013 and subsequent correspondence

2. Your offer no: Nil dated 05.06.2014
3. Your last letter no: Nil dated 28-03-2015

Dear Sirs,

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

Scope Of Supply:

Sl. No.	DESCRIPTION OF ITEM	UNIT BASIC RATE (Rs)	QTY.	EXTENDED VALUE (Rs)
1	1.5 T Split AC. (Samsung make Model no: AR18HC2UXUQ).	28200.00	06 no	169200.00
2	Installation & Commissioning	750.00	06 no	4500.00
3	Iron Angle for outdoor	600.00	06 no	3600.00
<b>TOTAL GRAND VALUE(Rs)</b>				177300.00
(Rupees One Lakh Seventy Seven Thousand Three Hundred only)				

1. **PRICE:** FIRM and FOR destination basis
2. **EXCISE DUTY:** Not Applicable .If applicable during pendency of the contract then the same shall be borne by you.
3. **VAT:** J-VAT is inclusive at the applicable rate in the above prices.
4. **PAYMENT TERMS:** 90% Payment shall be made against delivery and balance 10% in 21 days after successful installation & commissioning or from the date of submission of bills at consignee end whichever is later.
5. **DELIVERY PERIOD:** Supply shall be completed within 07 (seven) days from the date of issue of order. However requirement being urgent, you shall improve upon the delivery.
6. **SECURITY DEPOSIT:** Not applicable
7. **PAYING AUTHORITY:** CFM(Pay)/C Pay, Koyla Bhawan, Dhanbad.




8. **CONSIGNEE:** DGM(Administration), BCCL HQ, Koyla Bhawan, Dhanbad.

9. **ALLOCATION:** GM(E&M)/C, BCCL, Koyla Bhawan.

10. **INSPECTION CLAUSE:** Inspection shall be carried out at Consignee's end by GM(E&M)/C or his authorised representative.

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

**11. 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 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:

- 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.

**12. SUBMISSION OF BILL:** Pre-receipted stamped original bill for 100% value in five copies along with delivery challan in original, Guarantee/ Warranty certificate, and any of the documents indicated elsewhere in the order shall be submitted to the Paying Authority through consignee only.

**13. MANUFACTURER GUARANTEE / WARRANTY:** Shall be covered under manufacturer Guarantee/Warranty for a period of one year on complete machine & additional four year on compressor. Manufacturer's Guarantee certificate to this effect shall be submitted by you along with the supply bills.

**14. PACKING:** Consignment shall be supplied in suitable standard proper packing.

**15. FORCE MAJEURE CLAUSE:** If the execution of the supply order is delayed beyond the period stipulated in the 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.

16. PERFORMANCE BANK GUARANTEE: Not applicable.

17. After Sales service shall be provided by you.

18. LOWEST PRICE CERTIFICATE: You should 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"

19. Supply, Installation, Testing & Commissioning: Shall be done by the firm at the designated site for which charge shall be payable extra as indicated above after submission of successful installation certificate at the user end. site for installation shall be provided by GM(E&M) I/C

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

This contract is concluded with the issuance of this supply order. We are enclosing a copy of the supply order.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent Registration no and date	B C & F.C. No. with date
I.R. No.712204 dated 04-04-2012	e-BC No: BCCL/C&B/CAP/Reg PN-99/SN-55/e-BC no 280 dated 27.09.2014, Head-furniture for Rs. 7,21,900.00 e-FC No: 340 dated 27-03-2015 for Rs 7,21,900.00

Sr. Manager (Excvn.) (MM)

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

CM (MM)-II

Copy to:

1. GM (E&M) I/C , BCCL. , Koyla Bhawan
2. CFM (Pay) I/C , Koyla Bhawan
3. GM (HRD), Kalyan Bhawan, Dhanbad
- ✓ 3. MM (Tech Cell), MM Div, Koyla Bhawan.
4. Sri S.C Nayak , GM (Power Services), BCCL HQ
5. DGM (Administration), BCCL, Koyla Bhawan A/C-GM (E&M) I/C
6. ES to DT (OP)/CVO
7. Master File/Office Copy

This issues with the approval of the competent Authority.

Sr. Manager (Excvn.) (MM)

CM (MM)-II

