	<b>BHARAT COKING COAL LIMITED</b> ( 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	
<b>PURCHASE ORDER</b>		

Supply Order no.: BCCL/PUR/Photocopier Paper/15-16/61/164

Date 07-11-2015

To  
 M/s Shiv Shakti Enterprises,  
 J.C.Mallick Road, Hirapur,  
 Near B.J.P. Office,  
 Dhanbad - 826001

REGD POST

PAN No - BXBPS1384N

Dear Sirs,

**Sub: Supply of Century Make Photocopier paper**

Ref: 1. Our tender no. BCCL/PUR/Photocopier Paper/15-16/61  
 Date: 05-08-2015, opened on 26.08.2015 (Tender ID no. 2015\_BCCL\_18887\_1)

2. Your offer vide bid no.47192 on coalindia portal and subsequent correspondence against our above referred tender.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of following item at following price, terms and conditions and as per General terms and conditions of NIT.

SL.NO	ITEM DESCRIPTION	UM	QTY.	UNIT BASIC RATE(RS)/Pkt	VALUE (RS.)
1	XEROX PAPER A-4 Size ,500 sheets in a pkt.2.3 Kg,75 GSM Century Make, Manufacturer: M/S Century Pulp &Paper	One Pkt containing 500 sheets	4000 pkts	158.00	6,32,000.00
				J-VAT @5%	31,600.00
				Total Value	6,63,600.00

(RUPEES SIX LAKHS SIXTY THREE THOUSAND AND SIX HUNDRED ONLY)

1.PRICE: FIRM and FOR destination basis inclusive of packing, forwarding, freight and insurance charges.

2.EXCISE DUTY: Not Applicable .If applicable during pendency of the contract, the same shall be borne by you.

Contd.P/2

*N. S. Mallick*  
 07/11/15

*W. S. Mallick*  
 07/11/15

**3.SALES TAX:** J VAT Shall be Payable extra at actuals as applicable within the stipulated delivery schedule. Present rate of J VAT is @ 5%.

**4.PAYMENT TERMS:** 100% Payment shall be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of bills by the consignee whichever is later.

**5.DELIVERY PERIOD:** Supply shall be completed maximum within 30 days..Delivery period shall be reckoned from the 10 days after issue of supply order.However, the delivery period may be improved upon.

**6.SECURITY DEPOSIT:** You shall submit security money for 10% of the value of the contract (including Taxes, duties, and other charges upto the FOR Destination prices) ie for Rs 66,360/- (Rupees Sixty Six Thousand Three hundred and sixty only) in the form of Bank Draft /Bank Guarantee ((The format shall be as was provided alongwith the NIT) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15 (fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL . The Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. Your EMD shall be returned on submission of confirmed security deposit.

**7.PAYING AUTHORITY:** CFM(Pay)/C Pay, Koyla Bhawan, Dhanbad.

**8. CONSIGNEE:** DY GM(Admn), BCCL HQ, Koyla Bhawan, Dhanbad

**9.INSPECTION:** Final inspection shall be arranged by the consignee after receipt of the material at destination site.

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

**10.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

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- 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.

**11.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 other documents indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

**12.MANUFACTURER GURANTEE /WARRANTY:** 12 months from the date of use or 18 months from the date of receipt and acceptance of materials at consignee's end. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. A certificate to this effect shall be submitted by you alongwith the supplies. A certificate to this effect shall be submitted alongwith each supplies.

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

**14.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.

**15.PERFORMANCE BANK GUARANTEE:** Not Applicable

**16.LOWEST 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"

**17.PRICE FALL CLAUSE** -The price charged for the Stores / Equipment supplied against the order, if placed, 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

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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. A certificate to this effect shall be submitted by you alongwith each supplies.

**18. TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk. You will ensure safe arrival of the consignment at consignees stores.


All disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court 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.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

  
(Nadeem Khan)  
AM(MM)

  
(A.K. Chaudhary)  
General Manager(MM)Pur

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and date	B C & F.C. No. with date
Indent No.KB/STORE/15-16/001 dated 02.04.15 I.R. No: 315029 dated 23.05.2015	BC No .BC/15-16/Printing & Stationery/12 dated 17.04.15 and eBC no.226 dated 17.04.2014 for Rs. 6,30,000.00 & additional BC no. 235 DATED 07.11.2015 and additional eBC no.4068 FOR RS.33,600.00 FC No BCCL/Rev/CM(Fin)Pay I/C/FC/15-16/ 2700/Printing & Stationery /207 dated 07.11.2015 for Rs.6,63,600.00 eFC no.3364 and 3365 dated 07.11.2015

Contd.P/5

Supply Order no.: BCCL/PUR/Photocopier Paper/15-16/61/164  
---5---

Date 07-11-2015

COPY:

1.M/S Century Pulp &Paper,Industry House,11th Floor,10,Camac Street,Kolkata-700017

Copy to:

1. Dy.GM(Administration),BCCL, Koyla Bhawan
2. CFM(Pay) I/C , Koyla Bhawan
- ✓3.MM(Tech Cell), MM Div, Koyla Bhawan
- 4.Master File/Office Copy
5. Shri Naresh Chaturvedi,IAS(Retd.), CL-14,Sector-II, Salt Lake, Kolkata - 700091

*Naresh*  
07/11/15  
AM(MM)

*William*  
07/11/15  
GM(MM)PUR

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad - 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ....(Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the .....(Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....

We, the .....(Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[ In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only. ]

Dated .....day of .....  
For ..... Bank

Signature of the authorized person  
For and on behalf of the Bank  
Emp. Code.