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	<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)
	<b>PURCHASE ORDER</b>
Under Jurisdiction of Dhanbad Court and Jharkhand High Court only	

Ref: BCCL/PUR/313080/Photocopypaper(Admn)/13-14/160

DATE 06-11-2013

To

REGD POST

M/s Shiv Vanijya,  
2&3, Paper & Stationery Market, Upper Bazar,  
Ranchi-834001

VENDOR CODE:1/22/ D/T/137

Dear Sirs,

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

Ref:1.Our tender no.BCCL/PUR/313080/Xeroxpaper/13-14/STE/41 Dated 17-08-2013, Cover-I opened on 17-09-2013 and Cover-II opened on 26 -10-2013

2.Your offer no. nil dated 17.09.2013

3.Our letter no. BCCL/PUR/313080/Xeroxpaper/13-14/STE/41/3544 dated 07.10.13

4.Your letter no. NIL dated 22.10.2013

5.Letter no.CPP/Sales/2013-14/856 Dated 26.08.13 and confirmation on e mail dated 31.10.13 of M/S Century Pulp & Paper, Kolkata

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	Pkt containing 500 sheets	2477 pkts	159.00	3,93,843.00
				J-VAT @5%	19,692.15
				Total Value	4,13,535.15


(RUPEES FOUR LAKHS THIRTEEN THOUSAND FIVE HUNDRED THIRTY FIVE AND PAISE FIFTEEN 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.

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**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 45 days .

.Delivery period shall be reckoned from the 10 days after issue of supply order.The requirement being urgent,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 **41,354/- (Rupees Forty One Thousand Three hundred and fifty four 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)/I/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

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.

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06/11/13

*[Signature]*  
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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 GUARANTEE /WARRANTY:** Materials supplied shall be covered under Manufacturer guarantee for the satisfactory quality of stores for a period of 12(twelve) months from the date of use or 18 months from the date of receipt and acceptance at consignee end, whichever is earlier, against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within seven days of receipt of report and replace the materials within 21 days free of cost. A certificate to this effect shall be submitted by you along with the supplies. A certificate to this effect shall be submitted along with 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 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 along with each supplies.

**18. TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to

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the consignee end at your cost and risk. You will ensure safe arrival of the consignment at consignee's stores.

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

This contract is concluded with the issuance of this supply order.

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

*Nadeem*  
06/11/13  
(Nadeem Khan)  
MT(MM)

*Nadeem*  
06/11/13

*C. R. Samant*  
06/11/13  
(C. R. Samant)  
Chief Manager(MM)

#### INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No.23 dated 20.05.13 I.R. No: 313080 dated 24-06-2013	BC No KBA/Printing & Stationery/13-14/2 dated 27.05.2013 for Rs.3,84,926.00 & additional BC no. KB(A)/REV/13-14/Printing & Stationery/10 dated 05.11.2013 for Rs.28,609/- FC No BCCL/Rev/CM(Fin)Pay I/C/FC/13-14/KB(A)/Printing & Stationery / 06 dated 06.11.2013 for Rs 4,13,535.00

#### **COPY:**

1.M/S Century Pulp & Paper, Industry House, 11<sup>th</sup> 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. Justice Ashok Kumar Chakraborty(Retd), BB-69, Sector-I, Salt Lake, Kolkata-700064
6. GM(MM), CIL/CCL/ECL/NECL/SECL/WCL/MCL/NCL/CPMDIL