


Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) 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
Purchase order	Under jurisdiction of Dhanbad Court and Jharkhand High Court	

Supply order: BCCL/PUR/315054/ Press paper Items/15-16/ LTE/23/244

Date: 17.03.2016

To,
M/s Verma Enterprises,
Main Road, Saraidhela,
Saraidhella, Dhanbad - 828127

PAN No-ABBPV9975D

Dear Sirs,

Sub: Supply of supply of Printing papers for BCCL Press

Ref: 1.Our Limited domestic tender no. BCCL/PUR/315054/ Press paper Items/15-16/ LTE/23
Date- 10.11.2015 , Cover-I opened on 25-12-2015 and Cover-II opened on 19.02.2016 in coal
india portal

2. Our Tender ID no. 2015_BCCL_26702_1

3.Your offer vide Bid no. 73030 on coalindia portal and subsequent correspondence.

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

SI No	Item Description		
1	Color Demy paper Size: 18''X23'' Weight – 07 Kg GSM – 55 No. of Sheets in one ream – 480(green, Blue, Yellow and Pink in equal Quantities)	Unit Basic rate	Rs. 472.00
		Rate of JVAT	5%
		Unit Basic rate inclusive of JVAT	Rs.495.60
		Quantity in Ream	1000
		Landed Total Price	4,95,600.00

(Rupees Four Lakhs Ninety Five Thousand Six Hundred only)

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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.
3. SALES TAX :JVAT shall be Payable extra at actuals as applicable within the stipulated delivery schedule. Present rate of JVAT 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 from the date of issue of order. Delivery period shall be reckoned from the 10th day of issue of this 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 49,560/- (Rupees Forty Nine Thousand Five Hundred Sixty Only) in the form of Bank Draft /Bank Guarantee (format enclosed) 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: HOD(Press), BCCL HQ, Koyla Bhawan, Dhanbad
- 8 A. ALLOCATION: HOD(Press), BCCL HQ, Koyla Bhawan, Dhanbad.
9. INSPECTION: 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.

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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.

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.

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

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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: The material shall be covered under standard manufacturer's guaranty/warranty as per standard norms of manufacturing and it should be free from any manufacturing defects. 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 alongwith the 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.

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, SHORTFALL DOCUMENTS AND YOUR SUBSEQUENT LETTERS.

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

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This contract is concluded with the issuance of this order.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
<p>Indent No BCCL/Press/2015-16/126 dated 06.05.2015 I.R. No:315054 dated 16.06.2015</p>	<p>BC No 15 dated 11.05.2015 for Rs. 4,09,400.00 and eBC no.526 dated 11.05.2015 Additional eBC no.5887 dated 16.03.16.15 for Rs.86,200.00 Additional BC no.369 dated 16.03.2015 eFC no.5083 dated 16.03.2016 eFC no.5084 dated 16.03.2016 FC No BCCL/Rev/CM(Fin)Pay I/C/FC/15-16/2700/Printing & Stationery/326 dated 16.03.2016 for Rs. 4,95,600.00</p>

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

(Nadeem Khan)
AM(MM)

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

Encl.: BG Format of Security Deposit

Copy to:

1. HOD (Press) BCCL, Koyla Nagar
2. CFM(Pay) I/C , Koyla Bhawan
3. DGM(Administration),BCCL, Koyla Bhawan
- ✓ 4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy
6. Prof(Dr) L.C.Singhi,IAS(Retd),L-31, Third Floor, Kailash Colony,New Delhi – 110048

This issues with the concurrence and approval of the competent Authority.

(Nadeem Khan)
AM(MM)

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