


SUPPLY ORDER NO. BCCL/PUR/RC/BLACKTONERCATRIDGE//13-14/STE/52/14/260 DATED: 22.01.14

	<b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) Office of the 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

SUPPLY ORDER NO. BCCL/PUR/RC/BLACKTONERCATRIDGE//13-14/STE/52/14/260 DATED: 22.01.14

To,

M/s Vareli Tecnac Private Ltd,  
14/1B,EZRA STREET,9<sup>TH</sup> FLOOR,  
Kolkata-700001.

(Vendor Code:1/22/D/S/032)

By Regd post

**SUB: SUPPLY OF SAMSUNG MAKE BLACK TONER CATRIDGE FOR SAMSUNG PRINTER MODEL – ML3710ND**

REF: OUR RATE CONTRACT NO. BCCL/PUR/RC/BLACKTONERCATRIDGE/13-14/STE/52/14 DATED 05.12.13

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place a PURCHASE ORDER on you for Supply of SAMSUNG MAKE BLACK TONER CATRIDGE FOR SAMSUNG MAKE PRINTER, against above referred Rate contract at the following prices, terms and conditions:

Sl. No.	Description of ITEM	Unit	Qty.	Unit Rate(Rs.)	Value(Rs.)
1	Black Toner Cartridge MLT – D205S/D205L/D205E For Samsung Printer Model – ML3710ND	Nos.	20	6571.40	1,31,428.00
				CST @ 5%	6571.40
				Total Including CST	1,37,999.40

**2.PRICES:** The above prices are FIRM and FOR destination basis inclusive of Packing& Forwarding and Freight & Insurance Charges.

**3.EXCISE DUTY:** Nil. In the event the same is applicable during the pendency of the contract the same shall be borne by you.

*Narayan*  
22/01/2014

*[Signature]*  
22/01/14

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4. SALES TAX: CST shall be payable extra, as applicable at the time of delivery within the Stipulated delivery period. The present/offered applicable rate of CST is @5%.

5. DELIVERY PERIOD: The materials shall be delivered within six weeks from the date 10<sup>th</sup> day of the placement of supply order and the date of receipt of materials at our stores shall be treated as the date of delivery.

6. 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 Bill by the consignee, whichever is later.

7. CONSIGNEE: GM(System), Koyla Bhawan, Dhanbad as shall be indicated in the supply order.

8. PAYING AUTHORITY: CM(F)PAY I/C, BCCL, Koyla Bhawan.

9. COMPOSITE GUARANTEE / WARRANTY - The supply shall be covered by the Manufacturer's standard guarantee as follows:

The supplier shall warrant that the equipment/stores supplied under the contract / supply order (a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete stores for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance, whichever is earlier. 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. You 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.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment/stores so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment/stores. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

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10. SECURITY DEPOSIT-Submitted as per RC clause no.10 and vide BG no.PBG/2013/96 dated 24.12.2013 and forwarded to finance vide no 5622-23 dated 03.01.2014

**11.PERFORMANCE BANK GUARANTEE (PBG):-** PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of guaranty period i.e. for Rs 90,000.00(Rupees Ninety thousand only) i.e. 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee (as per format available alongwith the NIT) (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. The validity of B.G. will be for a period of 15 months from the date of conclusion of Rate contract The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D. This is as per clause no.11 of RC.

**12 .Inspection and Tests:** 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.

**13.TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

**14.PENALTY FOR FAILURE TO SUPPLY IN TIME: Liquidated Damage(LD) Clause/Risk Purchase clause:** 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.

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*[Signature]*  
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- 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.

**15.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 CGM(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 by you alongwith the supply bill.

**16. SUBMISSION OF BILL:** Pre-receipted stamped original bill for 100% value in four copies along with delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents as indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

**17.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

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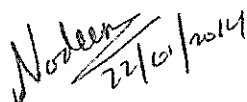
Customer / Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date."

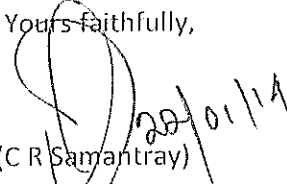
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

All other terms and conditions shall be as per rate Contract. This Issues with approval of competent authority.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No 8 dated 30.12.2013 I.R. No:313272 dated 02.01.2014	BC No 27 dated 30.12.2013 and FC No. BCCL/REV/CM (FIN) PAY,I/C/FC/13- 14/EDP/PRINTING & STATIONERY/23 DATED 30.12.2013 for Rs. 1,37,999/-

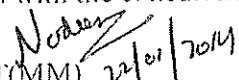
  
(Nadeem Khan)  
MT(MM)


Yours faithfully,  
  
(C R Samantray)  
Chief Manager(MM)  
For & on behalf of Bharat Coking Coal Ltd.

COPY:

1. GM(System), Koyla Bhawan
2. GM(F,MM), Koyla Bhawan.
3. CHIEF MANAGER(F)PAY I/C BCCL HQ, Dhanbad.
- ✓ 4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. MF/Office Copy

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

  
MT(MM)

  
Chief Manager(MM)

