


Under jurisdiction of Dhanbad Court and Jharkhand High Court 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.web.in
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ORIGINAL BY REGD. POST.

SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref: BCCL/GM(MM)WD/ Pur/ 916024/ X-Ray Films /CHD/Domestic/16-17/2016/30/172

Dt: 30-01-2017

To

M/S Ritika Enterprises,
Ratanjee Road, Purana Bazar,
Dhanbad-826001(Jharkhand)

Phone No:0326-2302021(O&R)

Category: Dealer

Contact Person:Mr.Ranjeet Agarwal

Sub :This office e-tender no: BCCL/GM(MM)WD/ Pur/ 916024/ X-Ray Films /CHD/Domestic/16-17/2016/30 dt.14.07.2016 opened on 30-08-2016.

Ref: Your online offer through the portal of www.coalindiatender.gov.in against the subject tender and subsequent confirmations, the last being your confirmation through letter no:NIL dated 09-01-2017.

Dear sir,

With reference to the above, we, for and on behalf of BCCL , hereby place **PURCHASE ORDER** on you for supply of following items as per rate , terms and conditions indicated below :

SCOPE OF SUPPLY : "X-Ray Films"

The detailed description along with specification/size/ratings of the items along with qty. to be supplied, unit rate and Extended value will be as under :

ITEM SL	ITEM DESCRIPTION	QTY.	UNIT BASIC RATE (RS.)	EXTENDED VALUE (RS.)
1	X-Ray film size:15"x12"(Blue Base)(Pkt of 50 sheets) Make-VMS	80 Pkt	2340.00	187200.00
2	X-Ray film size:12"x10"(Blue Base)(Pkt of 50 sheets)Make-VMS	40 Pkt	1575.00	63000.00
3	X-Ray film size:10"x08"(Blue Base)(Pkt of 50 sheets) Make-VMS	50 Pkt	1044.00	52200.00
4	Dental X-Ray Film(Pkt of 150)Make-VMS	20 Pkt	1710.00	34200.00
	Sub Total			336600.00
	J-VAT @ 5%			16830.00
	Grand Total Landed Value (Rs.)			3,53,430.00

(Total landed cost will be Rs. Three lakhs fifty three thousand four hundred thirty only)

[Handwritten Signature]

[Handwritten Mark]

Technical details will be as indicated at Annexure "A" enclosed herewith .

1. **Price:** Firm and F.O.R Destination basis.

2. **TOTAL ORDER VALUE:** The total order value will be Rs. 3,53,430.00 (Rs. Three lakhs fifty three thousand four hundred thirty only) on F.O.R Destination basis.

3. **Excise Duty & Cess :** Not applicable. If applicable at the time of supply it will be borne by the firm.

4. **J-VAT:** As indicated above @5% or legally applicable.

5. **Packing & Forwarding Charges :** Nil

6. **Freight & Trans. Insurance:** NIL.

7. **Mode of Dispatch :** By Road on F.O.R. Destination ,Freight paid basis

8. **Delivery Period :** Supply to be completed within 30days from the 10th day of placement of supply order. *You will ensure safe & sound delivery of stores at consignee's end. However , keeping in view of our urgency, earliest delivery will be appreciated .*

Any increase in the rate of taxes & duties beyond delivery period will be to your account .

9. **Consignee & Paying Authority :** Consignee & Paying Authority for this order will be as under :

Consignee	Paying Authority
The Depot Officer , Central Hospital,Dhanbad-826003.	HOD(F)Central Hospital, Dhanbad

10. **Payment Term :** 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

11. **Submission of Bill :** 100% value of bill duly stamped, signed & pre-receipted in five copies , as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with Challan,Consignment note(if required),packing list if any, guarantee/ warranty certificate.

PARTICULARS OF BANK ACCOUNT:As confirmed by you		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	M/S Ritika Enterprises, Ratanjee Road,Purana Bazar, Dhanbad-826001(Jharkhand) Phone;0326-2302021(O&R)
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Vijya Bank
	B. BRANCH NAME: (Including RTGS Code)	Bank More Dhanbad RTGS Code- VIJB0008402
	ADDRESS:	Bank More Dhanbad
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	826029002
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	O/D Account
	E. LEDGER NO./LEDGER FOLIO NUMBER:	NA
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	840207711000003

12. GUARANTEE / WARRANTY -

The tenderer shall be fully responsible for the manufacturer's warranty in respect of quality of the material

(Signature)

- a) The tenderer will replace defective materials free of cost within 30 days of intimation.
- b) The warranty/guarantee/Shelf Life certificate should be submitted to the consignee along with the supplies.
- c) **Potency/Shelf life Clause:** All the tendered items are to be supplied from fresh/recent batch. All the supplied items must be having 2/3rd Potency available at the date and time of supply..
- d) **REPLACEMENT OF X-Ray films/Pkts.:** If the supplied X-Ray films/Pkts are not likely to be consumed within stated expiry period then bidder will have to replace the unused quantity with fresh batch of medicines if required.

13. 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 "

14. Security Deposit : The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) i.e. **Rs.35,430.00(Rupees Thirty Five thousand Four Hundred Thirty only)** without having any ceiling in the form of Bank Draft / Bank Guarantee valid for six months within 15 days from the date of order. If the successful tenderer fails 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. For successful tenderers, 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. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed

15. Inspection – CMS I/c CHD or his authorized 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.

The inspections and tests may be conducted on the premises of the supplier or its subcontractors), 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.

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.

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.

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.

Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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.

16. Performance Bank Guarantee :Not applicable.

17. 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 this office.

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 you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

18. 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 GM(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.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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

This contract is concluded with the issuance of this order. Two copies of the order is being sent to you. You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd


(A K PANDEY)
SM (MM)KB

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
26 dt.11.12.2015	BC No: BCCL/CHD/Fin/Misc.Stores/841 dt.17.01.2016 for Rs.309414.00 & ebc No-428 dt. 17.1.2016
IR no and date	
916024 dated 10-06-2016	eBC no -521 e-FC No 467bdated 25-1-2017 FC No: BCCL/CHD/Fin-16- 17/Misc.Stores(Others)/41 dt.25.01.2017 for Rs.3,53,430.00

Copy to:

1. Depot Officer, Central Hospital, Dhanbad..
2. HOD(Fin) Central Hospital, Dhanbad
3. CMSI/C, Central Hospital, Dhanbad.
4. AM.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. Shri Naresh Chaturvedi, IAS(Retd.), CL-14, Sector-II, Salt Lake, Kolkata – 700091.
6. The CGM/GM(MM)-
BCCL, Dhanbad/SECL, Bilaspur/ECL, Santoria/NCL, Singrauli/WCL, Nagpur/MCL-
Sambalpur.
- ✓ 7. Master File / Office Copy

Enclosure:
Format of BG

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


(A K PANDEY)
SM (MM)KB