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## **BHARAT COKING COAL LIMITED**

( 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.

PURCHASE ORDER

Ref no: BCCL/Press/2012/11-12/ 14-6

Date: 26-10-2012

To

BY REGD.POST

M/s Ravi Associates.

Phone- 0326-2204726

Campus of Pragati Medical & Research Centre Pvt.Ltd,

Main Road, Saraidhela,

Dhanbad-828127

(Vendor Code: 1/22/D/T/142)

Sub: BCCL/Press/2012/11-12, opened on 03-10-2012

Ref: Your offer No Nil dated 03,10,2012

Dear Sirs

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Supply of Colour Demy Paper for BCCL Press at following price, terms and conditions:

## Scope Of Supply:-

SI. No.	DESCRIPTION OF ITEM	RATE (RS)	QTY.	EXTENDED VALUE (RS)
1	Colour Demy Paper Size 18"x 22" Wt.5.8 Kg 49 GSM 480 Sheets in a Rim. Blue ,Green, Yellow & Pink 125 Reams each	381.00	500 Ream	1,90,500.00
	JST/JVT @ 5% (Rs.)			9525.00
-	TOTAL GRAND VALUE(RS)		S)	2,000,25.00
		(Rupees 7	wo Lakh ar	nd Twenty Five Only)

- 1. PRICE: FIRM and FOR destination basis
- 2. EXCISE DUTY: Not Applicable
- 3. VAT: Payable Extra as applicable within delivery schedule at actual on documentary Evidence. Present rate of VAT is extra @ 5%.
- 4. PAYMENT TERMS: 100% Payment within 21 days after receipt and acceptance of materials at site or submission of Bill whichever is later.
- 5. DELIVERY: Supply Should be completed within 45 (Forty five) Days from the receipt of Purchase Order. However early delivery will be appreciated.
- 6. SECURITY MONEY: Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order(value means F.O.R destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad .In case they fail to deposit the same, the order shall be cancelled
- 7. PAYING AUTHORITY: CM(Fin)I/C Pay, Koyla Bhawan, Dhanbad.
- 8. CONSIGNEE: H.O.D (Press), BCCL Press
- 9. INSPECTION CLAUSE: Inspection shall be carried out at Consignee's end by HOD (Press) or his authorised representative.



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 is 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 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. <u>SUBMISSION OF BILL:</u> Pre -receipted stamped original bill for 100% value in five copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.
- 12. <u>GURANTEE WARRANTY:</u> Material shall be covered under guarantee/warranty as per standard norms of manufacturer and it should be free from any manufacturing defect. If any defect is found in the materials you will have to arrange for replacement of the same free of cost immediately within 30 days from the date of receipt of complaint.
- 13. PACKING: Consignment shall be supplied in suitable standard proper packing.
- 14. FURCE 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.



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

This contract is concluded with the issuance of this supply order. We are enclosing 2 copies of the supply order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent No. And Date	B C & F.C. No. with date		
BCCL/Press/2011-12/787 dated NIL	BC NO : BCCL/Press/ Printing &		
	Stationery/Rev/12-13/08, dated 02.06.2012		
	for Rs.200025.00		
	FC NO : BCCL/REV/FM(Pay)/IC/FC/12-13/		
	BCCL(Press)/Printing & Stationary/10		
	dated 20-10-2012 for Rs.200025.00		

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

CM(MM)

Manager(Excvn)MM

Copy to:

1. HOD (Press), BCCL, Press, Koyla Nagar.

2. FM(P) 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

