

	<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>	<b>(Under the jurisdiction of Dhanbad Court and Jharkhand High Court only)</b>

**BCCL/PUR/211082/12-13/ LTE /OFFICE STATIONERY/97/ 238**

**DATE- 12-03-2013**

M/s Ravi Associates  
(Pragati Medical & Research Centre Campus)

**VENDOR CODE –**

**1/22/D/T/142**

1<sup>st</sup> Floor, Main Road, Saraidhella  
Dhanbad-828127

Dear Sirs,

Sub: Supply of Stationary Items

Ref: 1. Our Limited Tender Enquiry # BCCL/PUR/211082/12-13/ LTE  
/OFFICE

STATIONERY/97 , opened on 03-12-2012.

2. Your Offer # NIL dated 03-12-2012 read along with subsequent correspondence

With reference to the above, we for and on behalf of BCCL hereby place our order on you for the supply of the items as rates and terms and conditions detailed hereunder

**I. SCOPE OF SUPPLY:**

<b>NIT Sl. No</b>	<b>Items</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Unit Extended Value</b>
1	Xerox Paper A-4 size (500 pages / pkt.), 2.3 KG, 75 GSM make Century	1500 pkts.	148.00	2,22,000.00
11	Tag File, size 10 inch x 14 inch, BCCL Print on the front side, 2 inch cloth pasted	15000 No's.	4.10	61,500.00
12	Flat File, BCCL print on the front side size 14 inch x 10 inch x 09 inch	10000 No's.	8.00	80,000.00
13	Arch File size 14 inch x 10.5 inch	1000 No's.	36.00	36,000.00
15	Meeting Pad, size 1/8 inch, 15 pages in a pocket	2000 No's.	9.00	18,000.00

16	Plastic L folder both side transparent white, size 14 inch x 9.5 inch	1000 No's.	6.00	6,000.00
2	Envelop size 16x12	7000 No's.	3.60	25,200.00
3	Erazex Cores 15 ml	100 No's.	30.00	3,000.00
4	Alpine good quality 80 gm /pkt.	500 Pkt.	18.00	9,000.00
5	Borer good quality, 6 inch with plastic handle	100 Nos.	8.00	800.00
6	Board file good quality size 10 inch x 14 inch	1000 Nos.	10.00	10,000.00
7	Typing carbon small, make Kores 503 size 503, 210x330, 100 sheet /pkt.	100 Pkt.	135.00	13,500.00
8	Carbon Pencil, small blue make SAPPHIRE size 210x330, 100 sheet/ pkt.	100 Pkt.	128.00	12,800.00
9	Cello Tape (big) 1 1/2 inch, white, size 45 meter	200 No's.	15.00	3,000.00
10	Duster Cloth 18 inch x 18 inch	500 No's.	12.00	6,000.00
14	Gum Bottle, 150 ml, Kores	400 No's.	15.00	6,000.00
17	Pen meeting (good quality) make Link Smart Gel / Flair (X)	1000 No's.	4.00	4,000.00
18	Paper rule, size 17 inch x 13.5 inch, 500 sheet in a rim	30 Rim	280.00	8,400.00
19	Punching Machine (Kangaroo) DP 600	100 No's.	90.00	9,000.00
20	Pin cushion (good quality)	100 No's.	18.00	1,800.00
21	Pin two tone (link) magnet	500 No's.	25.00	12,500.00
22	Plastic Scale 12 inch Kores	100 No's.	7.00	700.00
23	Refill Blue (Link) 1600	5000 Pkt.	0.80	4,000.00
24	Refill Red (Link) 1600	1000 Pkt.	0.80	800.00
25	Morocco winding register 02 no. (64 pages) size 17 x 13.5 inch	500 No's.	20.00	10,000.00
26	Morocco winding register 04 no. (192 pages) size 17 x 13.5 inch	100 No's.	72.00	7,200.00
27	Morocco winding register 10 no. (480 pages)	400 No's.	176.00	70,400.00
28	Morocco winding register 12 no. (570 pages) size 17 inch x 13.5 inch	400 No's.	211.00	84,400.00

29	Stamp Pad Ink, 100 ml Kores	200 No's.	15.00	3,000.00
30	Stamp Pad middle Kores	200 No's.	25.00	5,000.00
31	Stapler Machine (Small) 10 no. Kangaroo	100 No's.	25.50	2,550.00
33	Short Hand Note Book (Eagle) 5 inch x 8 inch, 200 page in a book	200 No's.	11.00	2,200.00
34	Typing Ribbon Cotton Kores, size 10 meters	50 No's.	22.00	1,100.00
35	Tag 9 inch long	450Bundle	15.00	6,750.00
36	Table Tray (good quality) 10 inch x 14 inch	50 No's.	65.00	3,250.00
37	Waste Paper Basket (good quality) 13 inch height	50 No's.	55.00	2,750.00
TOTAL (Rs)				7,52,600.00
ADD VAT @5% (Rs)				37,630.00
GRAND TOTAL (Rs)				7,90,230.00

( Rupees Seven Lakhs Ninety Thousand Two Hundred Thirty Only )

## II. GENERAL TERMS & CONDITIONS:

1. **Prices** – FIRM & FOR destination.
2. **Payment terms** – 100% Payment within 30 days after receipt and acceptance of materials at site or submission of Bill whichever is later.
3. **Consignee** –Sr.Manager (Adm<sup>n</sup>), Koyla Bhawan
4. **Delivery** – The materials shall be delivered within 45 days from the date of reckoning period of the supply order. Delivery schedule shall be reckoned from the 10thday from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.
5. Excise Duty and Cess on ED: Nil
6. **JVAT:** @ 5% Extra as indicated above.
7. **Packing & Forwarding and Insurance Charges:** NIL
8. **Paying Authority:** Chief Finance Manager (Pay), Koyla Bhawan, BCCL.

PARTICULARS OF BANK ACCOUNT		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS:(With Telephone No. & Fax No.)	RAVI ASSOCIATE
2	A. BANK NAME:	CANARA BANK
3	B. BRANCH NAME: (Including RTGS Code)	Saraidhela Branch CNRB 0000986
4	ADDRESS:	Main Road, Saraidhela Branch, Dhanbad
5	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	826015003

6	<b>D. ACCOUNT TYPE:</b> (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit A/C (Code 10)
7	<b>E. ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT (As appearing on the Cheque Book)</b>	0986261010440

**9.Security Deposit:** You will deposit Security Money in the form of Bank Guarantee (as per the format enclosed)/Bank Draft of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad for 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and your performance shall be kept recorded for future dealings with you. Security Deposit shall be refunded to you, on request, within 30 (Thirty) days of execution of the contract. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited.

**All other terms & conditions as per NIT**

**NOTE : Safe arrival of materials shall be your responsibility.**

**10.Lowest Price Certifica** – 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”

**11. Inspection** – Final inspection shall be carried out at the consignee end after receipt of materials.

**12. Transit Insurance** – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

### **13. 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 canceling 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.

#### **14. 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.

**15. Submission of Bills-** Pre –receipted stamped original bill for 100% value in five copies along with, delivery Challan in original, Guarantee/ Warranty certificate and other relevant documents, in case of Imported purchase authenticated copy of Import Documents like Bill of Lading, Bill of Entry, Packing List, Country of Origin etc should be submitted to the Paying Authority through Consignee only.

**16. Packing:** Consignment shall be supplied in suitable standard proper packing.

#### **17. Force Majure 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.

**16. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION 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 AND YOUR SUBSEQUENT LETTERS.

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

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

Encl: Format of Security Deposit Bank Guarantee.

Yours faithfully,

For & On behalf of Bharat Coking Coal Ltd.

(Niraj Kumar)  
Manager(Excvn)MM

(S P Narayan)  
CM (MM)

Indent No and date	Budget Certification # and date
07 dated 06.06.2011	BC No:KBA/Printing & Stationery/Rev/12-13/13 dated 02-08-2012 for Rs. 7,98,200.00 only.  FC No :BCCL/Rev/CM(Fin)Pay I/C/FC/12-13/KB(A)/Printing & Stationery/16 dated 11.03.13 for Rs.7,90,230.00 only
IR No and date	
211082(11-12) dated 12-07-2012	

**Copy to:**

1. Sr. Manager(Adm<sup>n</sup>), Koyla Bhawan.
2. CFM(Pay) I/C, Koyla Bhawan.
3. HOD(Adm<sup>n</sup>), Koyla Bhawan.
4. C.M.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. Special Cell, CMPDIL,Ranchi

6. Master File/Office Copy
7. Justice Ashok Kumar Chakraborty(Retd),  
BB-69,Sector-I,Salt Lake,Kolkata-700064

### **FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ....(Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... We, the ..... Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the

said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing. The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Dated .....day of .....

For ..... Bank Limited.

Signature of the authorized person

For and on behalf of the Bank