

	<p align="center">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)</p>
<p align="center"><u>PURCHASE ORDER</u></p>	<p align="center">Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>

**Ref no: Ref : BCCL/ Committee Pur / Press/2013/12-13/250
03-2013**

Dt. 26-

To
REGD.POST

BY

M/s Ravi Associates,
2204726

Phone- 0326-

Campus of Pragati Medical & Research Centre Pvt. Ltd,
Main Road, Saraidhela,
Dhanbad-828127
1/22/D/T/142)

(Vendor Code:

Sub: BCCL/ Committee Pur / Press/2013/12-13, opened on 15-03-2013

Ref: Your offer No Nil dated 14-03-2013

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:-

Sl. 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 Make : Hanuman Agro	Rs.358.00	500 Ream	1,79,000.00
	JST/JVT @ 5% (Rs.)			8,950.00
	TOTAL GRAND VALUE(RS)			1,87,950.00

(Rupees One Lakh Eighty Seven Thousand Nine Hundred Fifty 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 30 (Thirty) 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:** CFM(Pay)/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 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 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 other relevant documents should be submitted to the Paying Authority through Consignee only.

12. GURANTEE /WARRANTY: Materials should be free from any manufacturing defects. Defective materials shall have to be replaced without any extra cost to BCCL immediately on intimation positively within 21 days.

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. .

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/12-13/688 dated 04-03-2013 I.R. No.-212287 Dated- 12-03-2013	BC NO : BCCL/Press/ Printing & Stationery/Rev/12-13/08, dated 02.06.2012 for Rs. 1,87,950.00 FC NO : BCCL/REV/FM(Pay)/IC/FC/12- 13/ BCCL(Press)/Printing & Stationary/13 dated 26-03-2013 for Rs.1,87,950.00

Yours faithfully,

For & on behalf of Bharat Coking Coal

Ltd.

(Niraj Kumar)
Manager(Excvn)MM

(A K Choudhary)
CM(MM)

Copy to:

1. HOD (Press) , BCCL, Press, Koyla Nagar .
2. CFM(Pay) 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

APPENDIX-II

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

(Rs.250 Non-Judicial Stamp Paper)

___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 fulfilment 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 forebear 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.

Datedday of
person
For Bank Limited.
Bank

Signature of the authorized

For and on behalf of the