



**BHARAT COKING COAL LIMITED**  
( 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)

**PURCHASE ORDER**      Under Jurisdiction of Dhanbad Court and Jharkhand High Court only

**SUPPLY ORDER NO. BCCL/PUR/314044/Sale Order/LTE/14-15/06/98**      Dated 09.09.2014

To,

M/s MINESOURCE INDIA,  
13C, JABAKUSUM HOUSE  
34, CHITTA RANJAN AVENUE, 2<sup>nd</sup> FLOOR  
KOLKATA-700012  
(Vendor Code: 1/12/D/T/226)

**SUB: SUPPLY OF PREPRINTED SALE ORDER CHALLAN**

REF: 1. Our E-Tender no. BCCL/PUR/314044/Sale Order/LTE/14-15/06 Dated- 20.06.2014,  
COVER – I OPENED ON 14.07.2014 AND COVER – II OPENED ON 09.08.2014(Tender ID:  
2014\_BCCL\_2468\_1)

Dear SirS,

With reference to the above, we for and on behalf of BCCL, hereby place PURCHASE ORDER  
on you for supply OF PREPRINTED SALE ORDER CHALLAN manufactured by Meera Forms  
Pvt. Ltd. at following price, terms and conditions:

SI No	Item	QTY.	Unit basic price in Rs.	CST extra in @ 5 % in Rs.	Unit Landed Cost in Rs.	Total Cost in Rs.	Landed Cost in Rs.
1	Sale Order Challan, Size:10X12X1 (90 GSM) Computer Stationery, Shadow multicolor both side security printing Make: M/S Fluffy Forms Pvt. Ltd., Kolkata	47,000 Nos	2.69	0.13	2.82	1,32,540.00	

(RUPEES ONE LAKHS THIRTY TWO THOUSAND FIVE HUNDRED AND FORTY ONLY)

1. **PRICE:** The above prices are FIRM and FOR destination basis, inclusive of Packing, Forwarding, freight and insurance. Safe arrival of the consignment at destination shall be your responsibility.

2. **EXCISE DUTY:** NIL. If applicable during pendency of the contract ,the same shall be borne by you.

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**3.Sales Tax:** CST shall be payable extra, as applicable at the time of delivery within the stipulated delivery period as indicated above. The offered rate is 5%.

**4...PAYMENT TERMS:** 100% payment shall be within 30 days after delivery, receipt and acceptance by the consignee or date of receipt of bill, whichever is later by consignee. The payment shall be made by EFT as per the scanned copy of EFT mandate enclosed as was furnished by you along with the offer.

**5. DELIVERY PERIOD:** Within six weeks which shall be reckoned from the 10th day of issue of the order. However, delivery may be improved upon.

**6. SECURITY DEPOSIT:** You are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the contract(value means F.O.R destination price) i.e. for **Rs.13,254.00(Rupees Thirteen Thousand two hundred and Fifty Four Six only)** 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 you fail to deposit the same, the order shall be cancelled. If you fail to deposit the security deposit within 15(fifteen) days from the date of the supply 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 .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 format for BG shall be as was provided alongwith the NIT. You EMD shall be refunded on submission of confirmed security deposit.

**7. PAYING AUTHORITY:** CM(F)Pay I/C, BCCL, Koyla Nagar

**8.CONSIGNEE:** Depotofficer,centralstores,Ekra,Dist.Dhanbad,Jharkhand.

**9.ALLOCATION:** GM(System),BCCL HQ

**10. Inspection and Tests:**

- i) The purchaser or its authorised 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.
- ii) 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.

*N. Mohanty*  
09/09/19

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- iii) 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.
- iv) 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.

v) 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.

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

vii) 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.

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.

NOTE : You will ensure safe & sound delivery of stores at consignee's end.

**11. 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.

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*09/09/14*

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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.
- 12. 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, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Lowest Price Certificate, and any other documents indicated elsewhere in the order.
- (Note – All documents to be submitted shall be duly authenticated)
- (No payment will be made without submission of Performance Bank Guarantee)
- 13.COMPOSITE GUARANTEE / WARRANTY-** The supply shall be covered by the maker's standard guaranteee 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.

N. Mohan  
09/09/11

D.P. Singh

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- (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 use/commissioning or 18 months from the date of receipt and acceptance ,whichever is earlier. A certificate to this effect must be submitted alongwith the supply. 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.

**14. PACKING:** Each packet as mentioned above shall be wrapped with wrapping papers and then sealed with water proof cover of polythene or equivalent materials. Thereafter these packets shall be placed in a carton of suitable size. Carton to be bounded suitably.

**15. 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.

**16. PERFORMANCE BANK GUARANTEE:** Not applicable.

**17. LOWEST PRICE CERTIFICATE:** You shall 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"

*N. B. Murti  
09/09/14*

*D. S. Joshi  
09/09*

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**18. PRICE-FALL CLAUSE:** The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

**19. SAMPLES** – Sample of item indicating size and GSM must be submitted by the successful bidder for checking before scheduled delivery.

**20. TRANSIT INSURANCE:** shall be arranged and covered by you for safe arrival of materials at consignee end at your cost and risk.

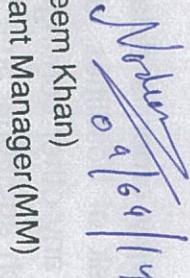
**21. ROAD PERMIT:** Road Permit if required may be obtained directly from the Consignee under intimation to this office.

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

This contract is concluded with the issuance of this supply order.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

  
 (Nadeem Khan)  
 Assistant Manager(MM)

#### INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No 4 dated 30.05.2014	BC Sl No.EDP DEPTT./REV/14-15/PRINTING & STATIONERY/08 DATED 30.05.2014
Indent Registration number : 314044 dated 10.06.2014	FC No.BCCL/REV/CM(FIN) PAY,I/C/FC/14-15/EDP DEPTT./PRINTING & STATIONERY/15 DATED 02.09.14

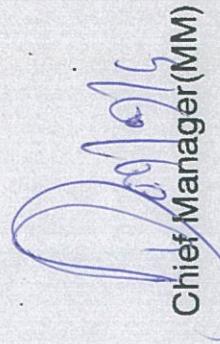
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Enclo: Photocopy of scanned EFT mandate

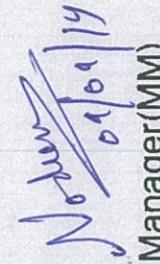
Copy:

1. GM (System), BCCL, Koyla Nagar
2. CFM(Pay) I/C, KoylaBhawan
3. Shri Naresh Chaturvedi,IAS(Retd.), CL-14,Sector-II, Salt Lake, Kolkata – 700091
4. GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL
5. MM(Tech Cell), MM Div, KoylaBhawan
6. Master File/Office Copy

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



Chief Manager (MM)



Assistant Manager (MM)



**PURCHASE ORDER NO. : 98**

**Format for vigilance Report & purchase order/Rate contract uploading**

**DATED 09/09/14**

1	Tender no.	06 dated 20.06.14
2	Mode of tender enquiry	LMTED
3	Date of publication of Tender.	21.06.13
4	Type of bidding(Single/ two bid )	Two
5	Last date of receipt of tender.	12/07/14
6	Tech.Bid Opening Date	14.07.14
7	No. of valid tender received.	2
8	No and names of Tenderers qualified after tech. evaluation.	2, M/S N.I./gri Data System M/S Minnow India
9	No and names of Tenderers not qualified after tech. evaluation.	NIL
10	Price Bid Opening Date	09.08.14
11	Total landed Value(in Rs)	Rs 1,32,540/-
12	Whether contract awarded to lowest tenderer evaluated	Yes
13	Whether Integrity pact is applicable?	Yes
14	Indent registration No.	314044
15	Indent registration Date	10.06.14
16	Supplier Type(mark √ )	<u>Notary</u>

Date:

Signature of Dealing Officer

