



BIHARAT 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) CIN:U10101JH1972GOUI000918

APPLY ORDER NO: BCCL/PUR/315104/Comp Paper/15-16/39/16-17/42

DATE- 05.07.2016

M/S NILGIRI DATA SYSTEMS PVT LTD.
 10B, WESTON STREET, 2ND FLOOR, KOLKATA - 700012

By Speed/Regd post

(Vendor Code: 1/06/M/T/025)

SUBJ: SUPPLY ORDER FOR SUPPLY OF COMPUTER CONTINUOUS PAPER

REF: Your offer vide bid no.49685 and subsequent correspondence against our E TENDER NO. BCCL/PUR/315104/Comp Paper/15-16/39 Date- 18.08.2015 (Portal TENDER ID 2015_BCCL_19353_1) for supply of computer continuous paper,PART-I opened on 14.09.2015 and Price bid opened on 11.02.2016

Dear Sirs,

With reference to the above, we are pleased to place an order on you for **Supply of Computer Continuous paper** (for the product of M/S Meera Forms Pvt Ltd.,1,New Taratalla Road,JKBM Compound, Kolkata - 700888) at the rates and scope of supply as indicated under and as per the terms and conditions given hereunder alongwith general terms and conditions

as per NIT.

SL No.	NIT SL.No	MATERIAL DESCRIPTION	QTY(IN THOUSAND NOS)	UNIT RATE (RS)PER THOUSAND NOS	CST @ 5 %	UNIT LANDED VALUE (RS)INCLUDING CST @ 5% PER THOUSAND NOS	Extended Value
1	2	Blank Computer Continuous Paper of Size 15X12X2 Parts 60 GSM	800	1,120.00	56.00	1,176.00	9,40,800.00
2	3	Blank Computer Continuous Paper of Size 15X12X3 Parts 60 GSM	800	1,833.00	91.65	1,924.65	15,39,720.00
3	5	Blank Computer Continuous Paper of Size 10X12X2 Parts 60 GSM	800	760.00	38.00	798.00	6,38,400.00

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4	6	Blank Computer Continuous Paper of Size 10X12X3 Parts 60 GSM	960	1,243.00	62.15	1,305.15	12,594.00
5	7	Pre Printed Continuous Computer paper MR/TR daily attendance AR-05 15X12X2 Parts 60 GSM	800	1,276.00	63.80	1,339.80	10,718.00
6	8	Pre Printed Continuous Computer PR daily attendance AR-06 15X12X2 Parts 60 GSM	20	1,276.00	63.80	1,339.80	2,776.00
7	9	Pre Printed Continuous MR/TR Payslip 15X12X3 Parts (60 GSM) with printing on both sides in blue colour	400	2,127.00	106.35	2,233.35	8,930.00
Total Landed Value in Rs.							63,684.00

(RUPEES SIXTY THREE LAKHS SIXTY THREE THOUSAND EIGHT HUNDRED FOURTY ONLY)

Note:-

1. Logo of CIL and name of the Company (BCCL) will be printed on Bottom Left corner of each page.
2. Sl No. should be printed on the top right corner of each sheet. (For blank continuous stationery only)
3. Manufacturer's name should be printed on the center of the left edge of each sheet.
4. Packing : The complete paper shall be packed as under :-
 - (i) One part – 1000 sheets in a packet , three packet in carton.
 - (ii) Two parts – 500 sets in a packet, two packet in a carton.
 - (iii) Three parts – 250 sets in a packet , two packet in a carton.
- 5) Each packet as mentioned above shall be wrapped with wrapping papers and then sealed in a water proof cover of polythin or equivalent materials. There after these packet shall be placed in a Carton of suitable size Cartons to be bounded suitably.
- 6) Samples:-
 - a) Separate sample of each items (NIT Sr. No.5 & 6 as above) indicating size and GSM must be submitted by you for checking before scheduled delivery.
 - b) Separate sample along with proof of each items (NIT Sr. No. 7 to 9 as above) indicating size and GSM must be submitted by you for checking before scheduled delivery.

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05/07/16

J. M. S.
07/07/16

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TERMS AND CONDITIONS:

1. PRICES: The above prices are on FOR destination basis inclusive of Packing & Forwarding and Freight & Insurance Charges.

2. EXCISE DUTY: Not applicable. In the event the same is applicable during the pendency of the contract the same shall be borne by you.

3. SALES TAX: CST shall be payable extra as applicable at the time of delivery within the stipulated delivery period. The present/offered applicable rate of CST is @5%.

4. DELIVERY PERIOD: a) First lot of 50% of the order quantity of each item within 8 weeks from date of placement of order.

b) Remaining 50% quantity of the order to be supplied between (24 to 28) weeks of the date of placement of order.

Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

5. PAYMENT TERMS: 100% payment shall be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill by the consignee, whichever is later. The Bank and account details as per proforma duly filled in submitted by you along with the offer is enclosed as annexure for EFT payment.

6. CONSIGNEE: Depot Officer, Ekra Central Store, P.O:- Bansjora (Sijua), Dhanbad, Jharkhand, India (Phone NO:- 0326-2330350).

6A. ALLOCATION: GENERAL MANAGER (SYSTEMS), EDP DEPT, KOYALA BHAWAN, DHANBAD.

7. PAYING AUTHORITY: CM (P) PAY, BCCL, Koyla Bhawan, DHANBAD

8. GUARANTEE / WARRANTY: The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the material supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till its life.

(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 equipment/ stores for a period of 12 months from the date of use or 18 months from the date of receipt and acceptance, whichever is earlier. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment 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. 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.

9. SECURITY DEPOSIT: You shall deposit as security money 10% of the value of the contract i.e. for Rs 6,36,384/- (RUPEES SIX LAKH THIRTY SIX THOUSAND THREE HUNDRED EIGHTY FOUR ONLY) in the form of Bank Draft / Bank Guarantee (in the prescribed format which was provided in NIT)

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within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the contractor 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. Your EMD shall be returned on submission of confirmed Security deposit.

10. PERFORMANCE BANK GUARANTEE (PBG)- Not applicable.

11. 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 sub-contractors), 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.
 - 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.
- Final inspection and acceptance of materials supplied against the order shall be done by GM(System) BCCL after GSM testing from a third party by BSL, Bokaro (a PSU). This is required for ensuring supply of computer stationery with correct GSM as per order as per NIT.

Con: J.P/S

Nashir
05/07/16

g.mh
5/07/16

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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: Liquidated Damage(LD) Clause/Risk Purchase clause: 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

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A. M.
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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.

A certificate to this effect shall be submitted by you alongwith the supply bill.

15. SUBMISSION OF BILL: Pre-receipted stamped original bill for 100% value in four copies along with delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents as indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

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

17. 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.

18. LOWEST 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

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

All disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NET AS CONFIRMED IN YOUR OFFER, SHORTFALL DOCUMENTS AND YOUR SUBSEQUENT LETTERS.

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

Yours faithfully,

✓
(Nadeem Khan)
Assistant Manager(MM)


(A.D.Santhish)
Chief Manager(MM)

For & on behalf of Bharat Coking Coal Ltd.

INDENT AND BUDGET REFERENCE

Indent reference			Budget Certification no. & dt., & FC No.& dt.
INDENT	REGISTRATION	NUMBER	BC NO.87 AND EBC NO.1330 DATED 30.06.2016.
315104	dated 24.07.2015		BCCL/REV/CM(F)PAY/FC/16-17/2700/PRINTING & STATIONERY/64 DATED 30.06.2016 FOR RS.86,51,352.00 EFC NO.1935 DATED 30.06.2016

COPY:

- 1.GM(System), Koyla Bhawan
2. HOD(F),MM , Koyla Bhawan.
- 3.CHIEF MANAGER(F)PAY I/C BCCL HQ, Dhanbad.
4. DEPOT OFFICER,CS EKRA
- 5.IEM: Prof(Dr) L.C.Singhi,IAS(Retd)L-31, Third Floor, Kailash Colony,New Delhi - 110048
- 6.GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL
7. MM(Tech Cell), MIM Div, Koyla Bhawan.
- 8.MF/Office Copy


Assistant Manager(MM)


Chief Manager(MM)