

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)

SUPPLY ORDER NO. BCCL/PUR/312050/COMPUTER PAPER/12-13/38/215

dtd.16.02.2013

To, e MAIL-NA
M/S Paras Forms fax: 0761 4081676
990/991,Opp. D N Jain College, Wright town By Regd post
Jabalpur-482002 (MP) (Vendor Code:1/16/MT/008)

SUB: SUPPLY ORDER FOR SUPPLY OF COMPUTER CONTINUOS PAPER

REF::

i)OUR E TENDER NO. BCCL/PUR/312050/COMPUTER PAPER/12-13/38 FOR COMPUTER PAPER STATIONERY, COVER-I OPENED ON 17.09.12(OFF LINE) AND 18.09.12(ON LINE) AND COVER-II(Price bid) OPENED ON 08.11.12 FOR SUPPLY OF COMPUTER CONTINUOS PAPER

- ii)Your offer no.PF/101 Dated 08.09.2012
- iii)Our letter no. BCCL/PUR/312050/COMPUTER PAPER/12-13/38/3028 dated 07.11.12 for price bid opening

Dear Sirs,

With reference to the above, we are pleased to place an order on you for **Supply of Computer Continuous paper** at the rates and scope of supply as indicated under and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT.

Contd.P/2

SL	NIT	MATERIAL DESRIPTION	QTY(IN	UNIT RATE (RS)PER	EXTENDED VALUE(RS)
NO	SL		THOUSAND NOS)	THOUSAND NOS	
	NO				
		Blank Computer			
		Continuous Paper of Size		224.22	4 67 445 00
1	1	15X12X1 Parts 60 GSM	500	334.29	1,67,145.00
		Blank Computer			
		Continuous Paper of Size		055.24	6.04.402.00
2	2	15X12X2 Parts 60 GSM	800	855.24	6,84,192.00
		Blank Computer			
		Continuous Paper of Size		444442	5 64 572 00
3	3	15X12X3 Parts 60 GSM	400	1411.43	5,64,572.00
					14,15,909.00

(RUPEES FOURTEEN LAKHS FIFTEEN THOUSAND NINE HUNDRED AND NINE 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:-Separate sample of each items (NIT Sr. No.1,2 &3 as above) indicating size and GSM must be submitted by you for checking before scheduled delivery.

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TERMS AND CONDITIONS:

1.PRICES: The above prices are on FOR destination basis for which Packing& Forwarding and Freight Charges shall be payable extra as indicated under 2A & 2B below.

2A.PACKING AND FORWARDING CHARGES: Packing and Forwarding charges shall be payable extra @ Rs 12.00(Rupees twelve only),Rs 26.00(Rupees twenty six only) and Rs 28.00(Rupees twenty eight only) per unit for item no.1,2 &3 respectively. **2B.FREIGHT CHARGES:** Freight charges shall be payable extra @ Rs 12.00(Rupees twelve only),Rs 26.00(Rupees twenty six only) and Rs 30.00(Rupees thirty only) per unit for item no.1,2 &3 respectively.

<u>**3.EXCISE DUTY:**</u> Not applicable.In the event the same is applicable during the pendency of the contract the same shall be borne by you.

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

5.DELIVERY PERIOD:

50% of the order quantity of each item of the order shall be delivered within 8 weeks of date of issue of order.

Remaining 50% quantity of each item of the order shall be supplied between 24 to 28 weeks from the date of issue of 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.

6. 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 alongwith the offer is enclosed as annexure-A for EFT payment.

7.CONSIGNEE: GENERAL MANAGER(SYSTEMS),SYSTEMS DEPT,KOYALA BHAWAN,DHANBAD

8. PAYING AUTHORITY: CM(F)PAY,BCCL, Koyla Bhawan.

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<u>9.GURANTEE /WARRANTY:</u> 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 commissioning or 18 months from the date of dispatch, whichever is earlier. 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. The bidder 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 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.

10.SECURITY DEPOSIT: Exempted being NSIC registered vide no NSIC/BPL/GP/P-112-02/2011-12/1116 Dated 22.03.2012.

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

12.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.

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- 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.

13.TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

<u>14.PENALTY</u> FOR FAILURE TO <u>SUPPLY</u> IN <u>TIME</u>: <u>Liquidated</u> <u>Damage(LD)</u> <u>Clause/Risk Purchase clause</u>: 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

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- 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.

15.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.

16.<u>SUBMISSION OF BILL:</u> 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.

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

18.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

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by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

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

Yours faithfully,

(C R Samantray)

Chief Manager(MM)

For & on behalf of Bharat Coking Coal Ltd.

Enclosed:Details for EFT(Annexure-A)

INDENT AND BUDGET REFERENCE:

Indent reference	Budget Certification no. & dt., & FC No.& dt.		
BCCL/EDP/2012/400dated 16.06.2012 registered vide MMD regn no.312050/12-13 dated 18.06.2012	BC NO. EDP/REV/12-13/Printing stn/10 dated 15/06/12 For Value: Rs 34,82,923/- given by FM(Pay)BCCL and additional budget certification vide no.20 dated 05.02.13 for Rs 8,56,882/- by CM(F)(Pay)BCCL FC given by CM(F)(Pay)BCCL vide no.BCCLREV/CM(FIN)PAY I/S/EDP Dept/Printing & stationery/18 dated 16.02.13 for Rs 43,39,805/-		

COPY:

- 1.GM(System), Koyla Bhawan
- 2. GM(F),MM, Koyla Bhawan.
- 3.CHIEF MANAGER(F)PAY I/C BCCL HQ, Dhanbad.
- 4.MM(Tech Cell), MM Div, Koyla Bhawan.
- 5.IEM: Justice Ashok Kumar Chakraborty (Retd),BB-69, Sector I Salt Lake, Kolkata 700 064
- 6.GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL

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ANNEXURE-A

As per details submitted by you alongwith offer for EFT payment.

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/S Paras Forms 990/991,Opp. D N Jain College, Wright town Jabalpur-482002 (MP) PH:0761- 2404497/2402598 Fax: 0761 4081676
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Oriental Bank of Commerce
	B. BRANCH NAME: (Including RTGS Code)	MARHATAL,JAB ALPUR RTGS Code:ORBC0100197
	ADDRESS:	MARHATAL, JABALPUR
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	482022001
	 D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13) E. LEDGER NO./LEDGER FOLIO NUMBER: 	Cash Credit 01974011000276
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	

PARAS FORMS

NIT	MATERIAL DESRIPTION	QTY		EXTENDED VALUE
SL	WATERIAL DESKIT HOR	QII		EXTENDED VALUE
NO		(IN THOUSAND NOS)	UNIT RATE (RS)	
			252 71101164412	
			PER THOUSAND	
			NOS	
	Blank Computer Continuous Paper		334.29	1,67,145.00
1	of Size 15X12X1 Parts 60 GSM	500		
	Blank Computer Continuous Paper		855.24	6,84,192.00
2	of Size 15X12X2 Parts 60 GSM	800		
	Blank Computer Continuous Paper		1411.43	5,64,572.00
3	of Size 15X12X3 Parts 60 GSM	400		
				14,15,909.00
		Packing and		38,000.00
		Forwarding charges		
		per unit @ Rs		
		12.00,Rs 26.00 and		
		Rs 28.00 for item		
		no.1,2 &3		
		respectively.		
		Freight charges per		38,800.00
		unit @ Rs 12.00,Rs		
		26.00 and Rs 30.00		
		for item no.1,2 &3		
		respectively.		
			CST @5% On Rs	70,795.45
			14,15,909.00	
				15,63,504.45