Under jurisdiction of Dhanbad Court and Jharkhand High Court

# **Bharat Coking Coal Limited**

A Mini Ratna Company
(A Subsidiary of Coal India Limited- A Maharatna
Company)

Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN: U10101JH1972GOI000918



Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181

> Fax No.: 0326-2230183 Website: www.bccl.gov.in

> > **BY HAND**

Cell:8051018238

Ref no: BCCL/Committee Purchase/Stationary Store Admin/251/186

Date:12.12.2014

To

M/S Rajeev Kumar Singh 35/B, Co-operative Colony

Dhanbad (Vendor Code: 1/22/D/T/613)

Sub: BCCL/Committee Purchase/Stationary Store Admin/251 dated 17.12.2014

Ref: Your offer No 48 dated 17.11.2014 and subsequent confirmation.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Photocopier Paper for BCCL at following price, terms and conditions:

Scope Of Supply:-

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SI. No.	DESCRIPTION OF ITEM	RATE (RS)	QTY(Pac ket)	(RS)
1	Photo Copier Paper A4 Size, 500 Sheet per packet, 2.3 kg Net wt, 75 GSM, Century make	150.00	4000	600000.00
	J-VAT @ 5% (Rs.) TOTAL GRAND VALUE(Rs)			30000.00
				630000.00
	Wh	(Runee	s Six Lakh Th	irty Thousand Only)

1. PRICE: FIRM and FOR destination basis

2. **EXCISE DUTY**: Not Applicable

- 3. J-VAT: Payable Extra as applicable within delivery schedule. Present rate of J-VAT is @ 5%.
- 4.**PAYMENT TERMS**: 100% Payment shall be made within 21 days after receipt and acceptance of materials at site or submission of Bill whichever is later.
- 5. **DELIVERY PERIOD**: Supply shall be completed within 01 (one) week from the date of issue of Purchase Order. However early delivery will be appreciated. Delivery is the crux of this contract.
- 6. SECURITY MONEY: Not Applicable
- 7. PAYING AUTHORITY: CM(Fin)I/C Pay, Koyla Bhawan, Dhanbad.
- 8. CONSIGNEE: DGM(Admn), Koyla Bhawan, Dhanbad
- 9. **INSPECTION CLAUSE**: Inspection shall be carried out at Consignee's end by DGM (Admin) or his authorised representative.

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### 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 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
- 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
- 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. <u>SUBMISSION OF BILL:</u> 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: Material shall be covered under Guarantee/Warranty as per standard norms of manufacturer and it should be free from any manufacturing defect. If any defect is found in the materials you will have to arrange for replacement of the same free of cost immediately within 30 days from the date of receipt of complaint. A certificate to this effect shall be furnished by you.
- 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

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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
Nil dated NIL	BC NO 4146 dated.12.12.2014 ,BC SL no 23
	for Rs.6,30,000.00
	FC NO : BCCL/REV/CM(F)Pay I/C/FC/14-
	15/2700/Printing&Stationery/19 dated
	12.12.2014 for Rs 6,30,000.00

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Niraj Kumar)

Sr.Manager(Excvn)MM

#### Copy to:

- 1. DGM(Admin), BCCL, Dhanbad.
- 2. CFM(Pay)I/C, Koyla Bhawan.
- 3. CM(P)Admin,BCCL
- √4. MM(Tech Cell), MM Div, Koyla Bhawan.
  - 5. Master File/Office Copy.