



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)

**Under jurisdiction of Dhanbad Court  
and Jharkhand High Court only.**

## **SUPPLY / PURCHASE ORDER**

BY REGD.POST / SPEED POST

Ref no: BCCL/Pur/211046/Compute Stationary/ EDP/11-12/29/206

Date: 10.12.2011

To  
M/s Nilgiri Data Systems,  
29B, Weston Street, 2<sup>nd</sup> floor,  
Kolkata – 700 012 .  
(Vendor Code – 1/06/M/U/025)

Sub: Supply of Computer stationary.

Ref: i. BCCL E-Tender No: Pur/211046/Compute Stationary/ EDP/11-12/ 29  
Opened on 27.07.2011.

ii. Your offer against subject tender read along with  
Subsequent correspondences and your last letter dated 10.09.2011

Dear Sirs,

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

### **1.SCOPE OF SUPPLY:-**

S.N	Material description	Quant ity in 000 (Nos)	Unit Rate	Value
4	Blank Computer continuous paper of size 10x12x1 parts 60 GSM	800	220.00	176000.00
	(Special Terms & Conditions at Annexure -A )		CST@4%	7040.00
			<b>Total</b>	<b>183040.00</b>

**Contract Value: Rs. 183040.00 (Rupees One Lakh Eighty Three Thousand Forty Only)**

**TERMS & CONDITIONS:**

1. Payment: 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills, whichever is later.
2. Prices: FIRM and FOR destination except Govt. taxes this shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.
3. DELIVERY SCHEDULE: 50% of the order quantity of each item within 8 weeks of date of placement of order. And remaining 50% quantity of the order to be supplied between 24 to 28 weeks of date of placement of order.

**NOTE : Safe arrival of materials shall be your responsibility.**

4. Performance Bank Guarantee – Not required.
5. Security Money:- You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices ) without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. The validity of BG will be for a period of 3 months beyond the expiry of delivery period. If you fail 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. **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 Bank Guarantee should be submitted on **Rs.250/-** non-judicial stamp paper as per the enclosed format at enclosed **Annexure-C**.

6. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the GM (System) or representative authorized by him.

7. Transit Insurance – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

**8. 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 canceling 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.

#### **9. 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.

10 Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

11 Guarantees /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.

#### **12. Packing: Consignment shall be supplied in suitable standard proper packing.**

13 Force Majeure Clauses –

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.

14 Consignee – GM (System), Koyla Bhawan.

15. Paying Authority- FM (Pay)I/C, Koyla Bhawan.

16. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd.

(L K Jha)  
. CM(MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt.
Annual Indent for computer stationary for 2011-12 raised by GM(System)	BCCL/REV/FM(PAY)IC/EDP/Printing & stationary/11-12/26 dt. 28.11.11 for Rs. 1500370.00

Copy to:

- 1.GM(System), Koyla Bhawan
  - 2.FM(Pay)I/C, Koyla Bhawan
  3. MM(Tech Cell), MM Div,Koyla Bhawan.
  - 4.Master File/Office Copy.
- CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL

ANNEXURE –A

Special terms & conditions

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 stationary only)
3. Manufacturer's name should be printed on centre 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 packets in 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 item ( Sr No 4 ) indicating size & GSM must be submitted by you for checking well in advance before scheduled delivery.

**CM (MM)-III**

## **ANNEXURE "C"**

### **Format of Bank Guarantee for Security Deposit**

*(RS.250 non-judicial stamp paper)*

Messers -----, a Company having its office -----  
----- (hereinafter called the Contractor) has entered into a Contract No. -----  
-----dated ----- ( hereinafter called the said Contract ) with Bharat  
Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions  
contained in the said contract.

1. It has been agreed that hundred percent ( 100% ) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the value of order by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at -----has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made 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 Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----  
----- (date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We, -----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) 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 Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller 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 -----  
----- (specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We, -----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and -----  
----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated : ----- Day of ----- 20.-----  
for ----- Bank Limited.

**Signature of the authorised person for and on behalf of the Bank.**