



(Under jurisdiction of Nagpur court only)

# WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)

Office of the General Manager(MM)  
Materials Management Department,  
Coal Estate, Civil Lines  
Nagpur 440 001

Ph. PBX : 0712 - 2511381,  
2510691 EXT 5588  
or 5609  
Fax : 0712 - 2510284  
Website : [westerncoal.gov.in](http://westerncoal.gov.in)

Formal Order No: 11100132418180

Dtd : 02.02.2019

**By Speed Post**

To,  
EBLOG COMPUTERS,  
GANESH CHAMBERS MEHADIA SQUARE,  
DHANTOLI, NAGPUR

Mobile No-9823099563  
Fax No-0712-2420947  
email:- [eblogngp@yahoo.in](mailto:eblogngp@yahoo.in)

Dear Sir,

Sub:- Formal Supply Order for Supply of Computer Stationery

Ref:- 1. Our tender no. hq-pur-ad-e037-2017-18 opened on 04.09.2018 for supply of computer stationery with price bid.

2-Your Bid no:326642 & subsequent correspondences last been received dt:-  
12.12.18

With reference to the above, we are pleased to place formal order on you for supply of Computer Stationery as per the specification, rates, terms and conditions stipulated below :-

SI No	Description	Quantity in reams each of 1000 sheets	Unit Basic Price per 1000	Total Extended (in Rs)
1	15"X12"X1 Part – Blank, 60GSM	70.000	440.0000	30800.00
3	15"X12"X2 Part – Blank, 60GSM	25.000	1180.0000	29500.00
Total				60300.00
Add GST@18%				10854.00
Total cost involved				71154.00

**Order Value Rs. Seventy One thousand One Hundred Fifty Four only.**

Detailed technical specifications shall be as per enclosed Annexure-A.

## TERMS AND CONDITIONS:

**1. PRICES :** The Price to be quoted shall be "FIRM" price and in case of order, shall remain "FIRM" till complete execution of the order . In case , against " FIRM" price any variable price is offered such offers shall be rejected without notice.

**2. GST :** GST shall be payable extra as per prevailing rules against invoice raised as per GST laws. Tax invoices be submitted as per provision of GST Act 2017. Paying authority /consignee shall avail Input Tax Credit for the goods/services. Present rate of applicable GST is 18% for supplies. You shall have to comply with the terms and conditions of GST Act/Rules such as issuance of

(1)

2/2/19

Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL.

You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from supplier.

As a measure of Anti-Profitteering disclosure you shall confirm that "Any reduction in rate of tax, on any supply of goods or services, or the benefit of Input Tax Credit, shall be passed on to WCL by way of commensurate reduction in prices" As per the provision of GST Act.

You shall make all efforts to comply with the provisions under GST Act and Rules there under and also shall strive to maintain high compliance rating score under GST during the period of contract with WCL.

**4-DELIVERY** :-Supply to be executed **within 2 to 4 weeks from the date of issuance of supply order. The order date will be reckoned from the 7<sup>th</sup> day of the supply order.**

Note:The bidder should be in a position to supply in specific delivery period at least 25% of the total quantity for which bid has been issued.

**5-CONSIGNEE** : GM(System), WCL Hqrs, Nagpur

**6-TERMS OF 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 shall be made to your bank as under:

**Bank Details:-**

Account type	CURRENT
Bank Name /Branch Name	Bank of Maharashtra-NAGPUR
Bank Address	Sitabuldi, Nagpur-440012
Account No	60100764227
IFSC Code: For RTGS & NEFT	MAHB0000005

**7. PAYING AUTHORITY**:- General Manager (Finance), WCL (HQ), Coal Estate , Nagpur.

**8. INSPECTION** : Final Inspection of the consignment shall be carried out by the consignee on receipt of the material.

**9. SUBMISSION OF BILLS** : Pre-receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in "QUADRUPPLICATE" to the consignee along with following documents:

- 1.Pre-receipted and stamped Invoice (as per GST laws).
- 2.Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- 3.E- Way Bill as per Government notification
- 4.Consignment note / RR/ LR in original, if applicable.
- 5.Warranty / Guarantee certificate, if applicable.
- 6.Manufacturers test certificate, if applicable.

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7. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.

8. Any other document as specified in the Order.

**10. LIQUIDATED DAMAGES::** In the event of failure to deliver the stores within the stipulated period mentioned in the Supply order and in the event of breach of any of the terms and conditions of the Supply Order, WCL has the right :-

(a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store 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 buyer.

(b) To purchase from 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 supplier and also

(d) To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.

(e) To encash any available Bank Guarantee / security deposit for recovery of the penalty.

(f) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, 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 Western Coalfields Limited or any of CIL's Subsidiary Company. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining amount.

(g) The supplier shall not be entitled to any gain under this clause.

**11. GUARANTEE / WARRANTY :** The tenderer should provide Guarantee/Warranty for a period of One Year from the date of supply . In case of manufacturing defect, free replacement against defective materials should be provided by the supplier.

**12. FORCE MAJEURE CLAUSE :** If the execution of contract / supply order is delayed beyond the stipulated period in the contract/supply order as a result of outbreak of hostilities declaration of an embargo or blockade, or fire, flood, acts of nature, or any other contingency beyond the supplier's, control due to act of God then Western Coalfields Limited, may allow such additional time by extending the delivery period as it considers to be justified in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, the contract/ supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

Unless otherwise specified above, this supply order shall also be governed by our General Terms and Conditions-Annex "B" enclosed herewith.

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2/2/19

EBLOG COMPUTERS

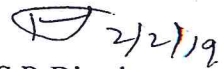
Doc No: 11100132418110 dt 02.02.2019

Please acknowledge receipt of this Order within 15 days and return duplicate copy of this order duly signed with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the supply order as per terms and conditions, for execution.

**Encl.:**

- i) Technical Specification- Annexure "A"
- ii) General Terms and conditions-Annex "B"

  
Ashish Dixit  
Sr Manager (MM)

Your faithfully,  
  
K.S.R. Diwakar  
Chief Manager (MM)

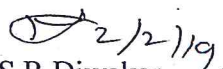
**Copy to:-**

1. GM(System), WCL Hqrs, Nagpur
2. General Manager (F) I/c-I & GM(Fin)I/c -II, WCL (HQ) Nagpur.

**Indent Ref:-** Nil Dtd. 12.01.2018

**Budget Details;-** Budget for Rs. 64,900.00/- & Rs.6294.00 has been provided vide BC ref BC/WCL/Rev/ GM (System)/2018-19/Printing Stationery/7/03/14 dtd. 29.01.2018 and BC/WCL/Rev/ GM (System)/2018-19/Printing Stationery/7/07/18 dtd. 28.01.2018

  
Ashish Dixit  
Sr Manager (MM)

Your faithfully,  
  
K.S.R. Diwakar  
Chief Manager (MM)

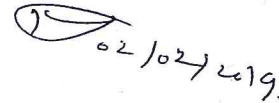
**TECHNICAL SPECIFICATION :**

**Annexure-A**

- (1) Paper should be white, good quality and of 60 GSM .
- (2) The GSM will be tested on samples of paper at LIT, Nagpur or any other Government Institution as directed by WCL. The samples will be randomly selected jointly by consignee & supplier from the material supplied. The cost of GSM test will be borne by the supplier.
- (3) The continuous computer stationery should be properly sprocketed and should be compatible to all types of printers.
- (4) Carbon quality should be good in 2 part & 3 part stationery.
- (5) Paper should have smooth surface, uniform pulp distribution.
- (6) Paper should have CIL logo at the left top corner of each sheet.
- (7) Paper should be of fresh stock.
- (8) Each Paper of the bundle shall be numbered serially starting from:1**



Sr. Manager (M/S)



Chief Manager (M/S)

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

## 1. Definition;

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

- i. “Contract” means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
  - ii. The term “SUPPLIER” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
  - iii. “CONTRACT PRICE” shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
  - iv. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
  - v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
  - vi. The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
  - vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
  - viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
  - ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
  - x. The term PARTICULARS shall mean the following :
    - a. Specification
    - b. Drawing
    - c. Sealed pattern denoting a pattern sealed and signed by the inspector
    - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
    - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
    - f. Proprietary make denoting the product of an individual manufacturer
    - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
  - xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
  - xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
  - xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
  - xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
  - xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
  - xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.
  - xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
- i. The consignee at his premises or
  - ii. Where so provided the interim consignee at his premises or