	<b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) Office of the Chief General Manager(MM) Materials Management Department Commercial Block L-III , KoylaBhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183) CIN:U10101JH1972GOUI000918
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SUPPLY ORDER NO. BCCL/PUR/314086/Printing Press Machine/14-15/67 /15-16/122

Dt-15.09.2015

To,

M/S Samrat Communications  
 Luby Circular Road, Near SSLNT women's college;  
 Hirapur, Dhanbad – 826001

BY REGD POST  
 (VENDOR CODE: 1/22/D/T/300)  
 (PAN No- ABPPC3616A)

**SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF PRINTING MACHINE**

REF: i) our e tender no. BCCL/PUR/314086/Printing Press Machine/14-15/67 Date: 18.09.2014  
 , Cover – I opened on 20.10.2014 and Price bid opened on 25.06.15(Tender Id:2014\_BCCL\_4501\_1)  
 ii) Your offer vide bid no.11565 on coalindia portal and subsequent correspondence against our  
 above referred tender.

Dear Sirs,

With reference to the above, we are pleased to place an order on you for supply, installation and commissioning of Printing Machine for BCCL PRESS at the rates and scope of supply as indicated under as per the technical specification specified in the Annexure-A enclosed and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT.

NIT SL NO.	SL NO.	ITEM	QTY	Value in RS.	
1	1	Print/Copy process multi color machine Make/ Model : Ricoh – Pro-C5100S	01	Basic Price	21,30,000.00
				Excise Duty	NIL
				JVAT @ 5 %	1,06,500.00
				Total Price	22,36,500.00
				Pre dispatch inspection charges@1%	22,365.00
				Service tax on Pre dispatch inspection charges @14%	3,131.10
				<b>TOTAL LANDED COST</b>	<b>22,61,996.10</b>

(RUPEES TWENTY TWO LAKHS SIXTY ONE THOUSAND NINE HUNDRED NINETY SIX AND TEN PAISE ONLY)

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15/09/15

*[Signature]*  
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**1. PRICES:** The above prices are Firm & on FOR destination basis inclusive of Packing & Forwarding, freight and Insurance Charges.

**2. EXCISE DUTY:** Not Applicable. If applicable during pendency of the contract, the same shall be borne by you.

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

**4. DELIVERY PERIOD:** To be delivered including installation and commissioning within 60 days, which shall be reckoned from the 10th day from the date of issue of order and the date of receipt of materials at our stores including installation and commissioning at the designated site shall be treated as the date of delivery.

**5. PAYMENT TERMS:** 100% within 21 days of receipt, acceptance and installation of the materials by the consignee (for which ready site for installation is available) or from the date of receipt of Bill whichever is later by the consignee. Scanned copy of your bank details/EFT mandate submitted by you alongwith your offer is enclosed for payment through EFT.

**6. CONSIGNEE:** HOD (Press),BCCL.

**7. ALLOCATION:** BCCL Press, Koyla Nagar, Dhanbad.

**8. PAYING AUTHORITY:** HOD(F)MM,BCCL, KoylaBhawan,Dhanbad

**9. GURANTEE /WARRANTY:** The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of installation or 18 months from the date of receipt and acceptance, whichever is earlier..

The supply shall be covered by the maker's standard guarantee as follows:

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

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

(b) is in accordance with the contract specifications.

(c) shall have no defects arising out of design, materials or workmanship.

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.

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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:** You are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the contract i.e. for Rs 2,26,200.00 (Rupees Two Lakhs twenty Six Thousand and Two hundred only) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad. In case you fail to deposit the same, the order shall be cancelled. If you fail to deposit the security deposit within 15 (fifteen) days from the date of the supply 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. Your EMD submitted alongwith the offer shall be refunded on submission of confirmed Security deposit.

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D. Your EMD shall be returned on submission of confirmed Security deposit.

**11. PERFORMANCE BANK GUARANTEE (PBG)-** PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period of the contract (ie valid for 15 months from the date of receipt, acceptance and installation of materials at destination site) for 10% value of the Contract ie for Rs 2,26,200.00 (Rupees Two Lakhs twenty Six Thousand and Two hundred only) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply/ installation/commissioning. The format for PBG is as enclosed.

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

**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,

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*J. Singh*  
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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.

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.

**12A. PRE-DISPATCH INSPECTION:** Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at

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your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levis like service tax @14% etc,asaplicable on inspection fee) is to be paid to M/s.CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by the manufacturer to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Inspection call to M/s.CMPDIL, Ranchi/ their Regional. Office must be given.

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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 or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

**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.

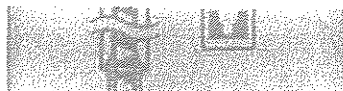
**14. PENALTY FOR FAILURE TO SUPPLY IN TIME: Liquidated Damage(LD) Clause/Risk Purchase clause:** The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied 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

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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 amount. The supplier shall not be entitled to any gain under this clause.

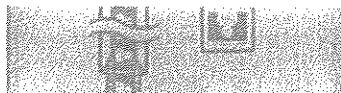
**15. PRICE FALL CLAUSE:**

- 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 GM(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.

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

**16.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.

**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 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.

**20. INSTALLATION & COMMISSIONING :** Installation and commissioning shall be done by you free of cost at allocated places . The site for installation shall be made readily available on receipt and acceptance of the materials at consignee's end.

**21. 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."

**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 NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.**

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

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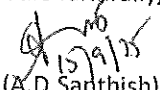
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This contract is concluded with the issuance of this order.

  
(Nadeem Khan)  
AM(MM)

Yours faithfully,  
  
(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 no.BCCL/PRESS/2013-15 dated 18.08.2014	BC no.BCCL/C&B/CAP/REG. PN-110/SN-206/EBCno.2163 DATED 08.09.15(CAP 15-16) HEAD: FURNITURE FOR RS. 22,61,996.10
MMD IR no:314086 dated 21.07.14	EFC NO.650 DATED 14.09.15 FOR RS.22,61,996.10

Enclosure:1.Annexure-A-Detailed technical specifications

2. Your bank details/EFT mandate

COPY:

1.GM(E&M)/C, Koyla Bhawan

2.HOD(Press)

3.GM(F),MM,KoylaBhawan


4.CHIEF MANAGER(F)C&B, BCCL HQ, Dhanbad.

5.CGM(E&M),CMPDIL,Gondwana Place, Kanke Road, Ranchi

6.MM(Tech Cell), MM Div, Koyla Bhawan.

7. IEM: Prof(Dr) L.C.Singhi, IAS(Retd),L-31, Third Floor, Kailash Colony, New Delhi – 110048

8.MF/Office Copy

  
AM(MM)

  
Chief Manager(MM)



ANNEXURE-A

TECHNICAL SPECIFICATION OF PRINT/COPY PROCESS, MULTI COLOR MACHINE

1. Print/Copy Process, Multi Color Machine

- Maximum Paper Size : 13" X 19"
- Minimum Paper Size – 8.5" X 11"
- No of Colours : -BCMY(Multi Colour)
- Paper Thickness : - 64.3 to 300 GSM
- Print/ Copy process : 4 Drum dry INK system
- Warm Uptime:- Less than 300 Seconds
- Copy resolution: 600 dpi X 600 dpi
- Print resolution: - 1200 dpi X 2400 dpi
- Scanning resolutions : - 600 dpi X 600 dpi
- Ram:- 2.0 GB(minimum)
- Hard Disc:- 80 GB (minimum)
- Zoom:- 25% to 400% in 1% step
- Printing Speed:- 65ppm(B/W and Colour)
- Scanning Speed:- 50(Simplex) – (B/W and Colour in network scanning)
- Power Supply:- 220 - 240 Volt, Single Phase
- Power Consumption : - 2400 W
- Weight of machine :- 281 Kg
- Physical dimension:- 835 X 1480 X 1630mm
- Fusing :- Oil-less fusing method

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Chief Manager(MM)

