	<p align="center">BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)</p>
<p align="center"><u>PURCHASE ORDER</u></p>	<p align="center">Under Jurisdiction of Dhanbad Court and Jharkhand High Court only</p>

SUPPLY ORDER NO.BCCL/PUR/312267/ FAX / 12-13/153/149

DATE 22-10-2013

To
M/s Namrata Enterprises,
4th Floor, Radha Soami Arcade,
Saraidhela,Dhanbad-828127

BY Registered Post
(Vendor Code: 1/22/D/T/172)

Sub: Supply,Installation and Maintenance of Samsung make Fax machine

Ref: 1.Tender No: BCCL/PUR/312267/ FAX / 12-13/153 DATE 09-04-2013 , Cover-I, opened on 13-05- 2013 and Cover-II opened on 19-07-2013

2.Your offer # Nil dated 10-05-2013 and subsequent correspondence on the above subject.

3.Letter no Nil dated 09.05.2013 of M/s Samsung India Electronics Private Ltd.,Kolkata

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply and maintenance of following **Laser Multifunction Fax Machine** for BCCL at following price, terms and conditions:

ITEM DESCRIPTION	Unit Basic Rate(Rs.)	Qty(Nos)	Extended Value(Rs.)
Laser multifunction Fax Machine Make-Samsung Model no SCX-4521FS(As per Detailed technical specification enclosed at Annexure-A)	12,225.00	19	2,32,275.00
Sub-Total(Rs.)			2,32,275.00
J- VAT @ 5% (Rs.)			11,613.75
Total Landed Value(Rs.) of 19 no of Fax machine (A)			2,43,888.75
Comprehensive Annual Maintenance Contract (CAMC) charges for Five years after expiry of Warranty Period	9,250.00	19	1,75,750.00
Service tax @12.36% on CAMC charges			21,722.70
Total CAMC charge for Five years (B)			1,97,472.70
Sum of (A) and (B) (Rs.)			4,41,361.45

(RUPEES FOUR LAKH FORTY ONE THOUSAND THREE HUNDRED SIXTY ONE AND PAISE FORTY FIVE ONLY)

Nisay Kumar

Contd.p/2

9/22/103

1. **PRICE:** FIRM and FOR destination basis
2. **EXCISE DUTY:** Not Applicable. If applicable during pendency of the contract then the same shall be borne by you.
3. **Sales Tax:** J-VAT Shall be payable extra as applicable within stipulated delivery period. Present rate of J-VAT is @5%.
4. **Comprehensive Annual Maintenance Contract(CAMC) for a period of Five Years After expiry of Guarantee/Warranty Period:** All the 19 nos fax machines shall be covered under a Comprehensive AMC (CAMC) for a period of Five Years After expiry of Guarantee/Warranty Period (as indicated under Guarantee/Warranty clause no.14) of the respective fax machines. The scope and terms and condition of CAMC shall be as per clause no.18 under.
5. **PAYMENT TERMS:** (a) 100% payment towards supply and installation shall be released within 21 days after successful installation and commissioning of all the equipment supplied at respective user locations and submission of Performance Bank Guaranty. For this the supplier has to submit pre-receipted invoice in five copies (refer clause for submission of Bill) along with Installation and commissioning note in original duly certified by the respective user.
(b) Payment towards 5-years post-warranty comprehensive on-site maintenance support shall be payable subject to the condition that the supplier provides satisfactory on-site comprehensive maintenance support during one year warranty period as stipulated in Guaranty/Warranty Clause. To become eligible for this payment, the supplier will have to submit satisfactory performance certificate in original issued by the respective user within one month from the completion of five year warranty period.
(c) Payment towards 5-year post-warranty comprehensive on-site maintenance support shall be payable after completion of every quarter on pro-rata basis against submission of pre-receipted bill in triplicate along with a certificate from the respective user regarding satisfactory performance of the Fax m/c's. The bills for post-warranty support shall be submitted to E&T Department at BCCL HQ
6. **DELIVERY PERIOD:** Within Three months or earlier from the 10th day of issue of order. However, delivery may be improved upon..
7. **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 order (value means F.O.R destination price) i.e. for **Rs. Rs. 44,137.00 (Rupees Forty four Thousand one hundred and thirty seven 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
8. **PAYING AUTHORITY:** CFM (Pay)/C, Koyla Bhawan, Dhanbad.
9. **CONSIGNEE:** DGM (Admin), Koyla Bhawan, Dhanbad.
10. **ALLOCATION:** shall be allocated by GM (E&M), BCCL, Koyla Bhawan.
11. **INSPECTION CLAUSE:** Inspection shall be carried out at consignee's end by GM (E&M) or his authorised representative.

NOTE : You will ensure safe & sound delivery of stores at consignee's end .

12. 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 cancelling the supply order in respect of consignment not yet due for supply or

Naray Kumar



Contd.p/3

- 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.
- 13.SUBMISSION OF BILL:** 100% value of bill duly stamped, signed & pre-receipted in five copies, as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, consignment note (if required), packing list if any, Guarantee/Warranty certificate, fitment / Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Lowest Price Certificate, and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

(No payment will be made without submission of Performance Bank Guarantee & Security Deposit)

14.MANUFACTURER GURANTEE /WARRANTY: Manufacturer guarantee for the satisfactory performance of the complete equipment/stores for a period of 12 months from the date of successful installation or 18 months from the date of receipt and acceptance, whichever is earlier. A certificate to this effect must be submitted alongwith the supply.

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

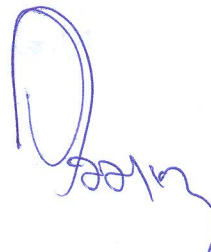
16.FORCE MAJEURE CLAUSE: If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to 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.

17.PERFORMANCE BANK GUARANTEE: PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of CAMC period for 10 % value of the order i.e **Rs. 44,137.00(Rupees Forty four Thousand one hundred and thirty seven only)** (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply.

18.Terms and conditions of Comprehensive AMC for a period of Five Years After expiry of Guarantee/Warranty Period:

- (i) No extra charges will be paid by the BCCL for any spare parts including rubber/plastic parts and cable. No extra charges would be paid for providing standby machine.
- (ii) Servicing, replacements, renewals etc will be carried out on site and only genuine OEM specific spare part/assemblies will be used for the purpose. Replacement of parts should be done in consultation with the Nodal Officer of BCCL and a record is to be maintained.
- (iii) You will be responsible for smooth and satisfactory working of the FAX machines in all

Niraj Kumar



Contd.p/4

respects and obtain certificate from the concern department that machine has been working satisfactory during the relevant period.

(iv)The CAMC payment will be made on quarterly basis after completion of time with satisfactory service report from concern department.

(v)Routine cleaning of all the machines and their accessories has to be carried out once in 3 months.

(vi)Non-performance of preventive maintenance shall attract penalties as per penalty clause.

(vii)Your maintenance engineer shall submit a service slip to BCCL Nodal officer after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, model no., sl. no. to be maintained in the log book.

viii)Penalty for not attending complaints against having fault in machines :

(a) All faults booked before 11:00 hrs on any working day will have to be rectified within 24 hours. In case the firm fails to rectify within the time frame, If the firm fails to make the system/extension working by any of the two options:

(i) In case of system failure, penalty of Rs. 100/=(Rs. one hundred) only will be imposed per working day.

Fault booked will be treated as rectified, if any ,only the you get satisfactory report from the user Department on the date of rectification. Breakdown period will include Saturday, Sunday, and Holiday.

(b) In case if non-adherence to preventive maintenance schedule, a penalty of Rs. 100/=(Rs. one hundred) only per visit failure will be charged.

(c) In case of fault persists beyond one week or faulty equipment is taken by you for repair and not returned within one week after repair, BCCL shall be at liberty to get the same repaired from outside source and recover the cost from your pending bill or from performance bank guarantee.

19.After Sales service: After Sales service shall be provided by you.

20. 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"

21.Price-Fall Clause: The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder **shall sell or offer to sell** the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order **sells or offers to sell** such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

22.Installation &commissioning :Installation and commissioning shall be done by you at the designated site as shall be indicated by the consignee.

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

Niraj Kumar



Contd.p/5

SUPPLY ORDER NO.BCCL/PUR/312267/ FAX / 12-13/153/149

DATE 22-10-2013

This contract is concluded with the issuance of this supply order.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Niraj Kumar
22/10/13
(Niraj Kumar)
Sr. Manager (Excvn)MM

(C R Samantray)
Chief Manager(MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No Nil dated Nil I.R. 312267(12-13) dated 07-02-2013	Capital e-BC No BCCL/C&B/CAP/Reg. PN- 23/SN-198/e-BC no 402 dated 17.09.2013,Head-P&M for Rs. 2,43,888.75. and Capital e-FC No 129(HQ)dated 16-10-2013 for Rs 2,43,888.75
	Revenue budget for FY 2014-2020
	BC No 0 4 dated 19.10.2013 for Rs. 1,97,473.00 and communicated vide letter no.BCCL/FIN(C&B)/13/D/188 Dtd.09.10.13 of HOD(C&B),BCCL addressed to GM(E&M) e-FC No BCCL/Rev/CM(Fin)Pay I/C/ FC/13-14/E&M Deptt/Rep to O/E(AMC)/4 dated 19.10.2013 for Rs. 1,97,473.00

Enclo:

1. Technical Specification(Annexure"A")
2. Format of PBG(Appendix-I)
3. Format of Security Deposit (Appendix-II)

Copy: M/s Samsung India Electronics Private Ltd.
Pressman House,2nd Floor,10A,Lee Road
Kolkata-700020

Copy to:

1. GM (E&M) , BCCL, , Koyla Nagar
2. CFM(Pay) I/C , Koyla Bhawan
3. MM(Tech Cell), MM Div, Koyla Bhawan.
4. CM(E&M)T/C,BCCL
5. Master File/Office Copy
6. DGM(Admin), Koyla Bhawan, Dhanbad
7. Justice Ashok Kumar Chakraborty (Retd.), BB-69, Sector I Salt Lake, Kolkata – 700064

This issue with the approval of the competent Authority.

Niraj Kumar
22/10/13
Sr. Manager (Excvn)MM

Chief Manager(MM)

SUPPLY ORDER NO BCCL/PUR/312267/ FAX / 12-13/153/149 DATED 22.10.2013

ANNEXURE- "A"TECHNICAL SPECIFICATION FOR LASER MULTIFUNCTION FAX MACHINE

Sl. No.	DESCRIPTION	
	Make	Samsung
	Model no	SCX-4521FS
1	Printing Process	Laser
2	Paper Handling	A4 / legal / Letter2- line
3	Paper Tray Capacity	250 Sheet + 1 Manual Tray(min)
4	Automatic Document Feeder	20 Pages Polling Function
5	LCD Display	16 Digit / 2 Lines
6	Memory Size	64 MB
7	Printing Speed	Up to 24ppm (min)
8	Printing Resolution	1200 x 1200 dpi
9	Copy Speed	24ppm high speed Laser printing (min)
10	Copy Resolution	600 x 600 dpi (min)
11	Multi Copy	99 pages
12	Copy Reduction / Enlargement	25% - 400% (min)
13	Colour and Mono Scan	Up to 600 x 1200 dpi (optical) (min)
14	Scan to	PC / Email Address / FTP / SMB
15	Supported OS	Registered Microsoft Windows 2000 / XP / 7 / Window Vista, Mac OS x 10.5 ~ 10.6 for Scanner

Niraj Kumar
22/10/13
Sr. Manager (Excvn)MM

Chief Manager(MM)