


P.O NO. BCCL/PUR/71277/ Photocopier and Fax /FUND/LTE/ 13-14/14/224 DATE 30-12-2013

	<b>BHARAT COKING COAL LIMITED</b> ( 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)
	<b><u>PURCHASE ORDER</u></b>
Under Jurisdiction of Dhanbad Court and Jharkhand High Court only	

P.O NO. BCCL/PUR/71277/ Photocopier and Fax /FUND/LTE/ 13-14/14/224 DATE 30-12-2013

To  
M/s Namrata Enterprises,  
4<sup>th</sup> Floor, Radha Soami Arcade,  
Saraidhela,Dhanbad-826001

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

**Sub: Supply of Digital Fax machine**

Ref: 1.Tender No: BCCL/PUR/71277/ Photocopier and Fax /FUND/LTE/13-14/14 DATE 04-06-2013  
, Cover-I, opened on 01-07-2013 and Cover-II opened on 16-10-2013  
2.Your offer # Nil dated 26-06-2013 and subsequent correspondence on the above subject.  
3.Letter no Nil dated 25.09.2013 of M/s Xerox India Limited, Gurgaon, Haryana

Dear Sirs,

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

ITEM DESCRIPTION	Unit Basic Rate(Rs.)	Qty(Nos)	Extended Value(Rs.)
Digital Fax Machine Make-Xerox Model no 3045NI (As per Detailed technical specification enclosed at Annexure-A)	12,225.00	01	12225.00
Sub-Total(Rs.)			12225.00
J- VAT @ 5% (Rs.)			611.25
Total Landed Value(Rs.)			12836.25

(RUPEES TWELVE THOUSAND EIGHT HUNDRED THIRTY SIX AND PAISE TWENTY FIVE ONLY)

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/VAT:J-VAT Shall be payable extra as applicable within stipulated delivery period. Present rate of J-VAT is @5%.

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*Niraj Kumar*

4. **PAYMENT TERMS:** 100% payment shall be made within 21 days of receipt & acceptance of the material or from the date of submission of bills whichever is later.

5. **DELIVERY PERIOD:** Within one month or earlier from the 10th day of issue of order. However, delivery may be improved upon..

6. **SECURITY DEPOSIT:** Not applicable

7. **PAYING AUTHORITY:** CFM (Pay)/I/C , Koyla Bhawan, Dhanbad.

8. **CONSIGNEE:** DGM(Admin), Koyla Bhawan, Dhanbad. A/c-Finance(Fund)

9. **ALLOCATION:** shall be allocated by GM(E&M), BCCL, Koyla Bhawan. A/c-Finance(Fund)

10. **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 .**

**11. 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
- 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.

**12. 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)

**13. MANUFACTURER GUARANTEE / 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.

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

**15.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.

**16.PERFORMANCE BANK GUARANTEE:** Not Applicable

**17. 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"

**18.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.

**19.Installation & commissioning:** Installation & 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.**

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

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

*Niraj Kumar*  
30/12/13

(Niraj Kumar)

Sr. Manager (Excvn)MM

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and date	B C & F.C. No. with date
Indent No 22 dated 28-11-2012 I.R. 712277(12-13) dated 27-02-2013	BC No BCCL/C&B/CAP/Reg. PN- 85/SN-166/e-BC no 501 dated 19.12.2013,Head-Furniture for Rs. 1,00,000.00 e-FC No 166(HQ)dated 25-12-2013 for Rs 84577.00

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**Enclo:**

1. Technical Specification(Annexure"A")

Copy: **M/s Xerox India Limited.**  
**5<sup>th</sup> & 6<sup>th</sup> Floor,Block One**  
**Vatika Business Park,Sector-49,**  
**Sohna Road,Gurgaon-122018 (Haryana)**

**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 .A/C-Finance(Fund),BCCL HQ
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*  
*30/12/13*  
Sr. Manager (Excvn)MM

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ANNEXURE- "A"

TECHNICAL SPECIFICATION FOR DIGITAL FAX MACHINE

Sl. No.	DESCRIPTION	
1	Digital Fax Machine Make-Xerox Model no 3045NI	1.Printing speed:24ppm 2.HI-QLED 3.Memory:128 MB RAM 4.Duty cycle:30000 pages 5.Processor:300MHz 6.Resolution:1200x1200 dpi 7.Connectivity;10/100 Ethernet, Wi-Fi 8.paper Capacity(Input):150 Sheets 9.ADF :13 Sheets FPOT:8 Sec

*Niraj Kumar*  
30/12/13  
Sr. Manager (Excvn)MM

