


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p>Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GOI000918</p>		<p>Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in</p>
SUPPLY/PURCHASE ORDER		Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

By Speed Post

Ref: BCCL/PUR/215095/Photocopier/15-16/LTE/15/241

Dt: 15-03-2016

To

M/S Namrata Enterprises
4th Floor, Radha Swami Arcade,
Saraidhela, Dhanbad-828127

E-mail: amitava@namrataenterprises.com
Phone: 0326-2220480

Vendor Code: 1/22/D/T/172

Category: Dealer

Contact Person: Mr Amitabh Ghosh

Sub: This office e-tender no: BCCL/PUR/215095/PHOTOCOPIER/15-16/15 Opened on 24.10.2015(Tender id no:2015_BCCL_22043_1)and price bid opened on 19.01.2016

REF: (i) Your online offer(vide bid no.60790) through the portal of www.coalindiatender.gov.in against the subject tender

(ii)Your subsequent confirmations/submission of short fall documents on the portal

With reference to the above, we are pleased to place an order on you for Supply of "Digital Photocopier Machine with Voltage Stabilizer" of , 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 along with General terms and conditions of NIT.

NIT SL NO	ITEM DESCRIPTION	Unit Basic rate (Rs.)	Qty.(No)	Extended value(Rs.)
2	Digital Photocopier Machine (Make of Photocopier Machine-Samsung Model no:K2200ND) with 02 KVA Voltage Stabilizer, Make: Suvik Electronics Other specification as per NIT	67500.00	02	135000.00
	Sub-Total(Rs)			135000.00
	J-VAT @5%			6750.00
	Total Value (Rs)			141750.00

(Rupees One Lakh Forty One Thousand Seven Hundred Fifty only)

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1. **PRICE:** Firm and F.O.R Destination basis.
2. **TOTAL ORDER VALUE:** The total order value will be Rs. 1,41,750.00 (Rupees One Lakh Forty One Thousand Seven Hundred Fifty only) on F.O.R Destination basis.
3. **EXCISE DUTY & CESS:** Not applicable. If applicable at the time of supply it will be borne by you.
4. **J-VAT:** J-VAT is payable extra as applicable within stipulated delivery period . Present Rate of VAT is @ 5% extra.
5. **PACKING & FORWARDING CHARGES :** NIL
6. **DELIVERY PERIOD:** Supply is to be completed within 01(One) month. Delivery shall be reckoned from the 10th day of placement of order. However, considering the urgency Delivery shall be improved up on.
7. **FREIGHT & TRANS. INSURANCE:** NIL, Shall be arranged by the firm. The safe arrival of the consignment at consignee's end shall be your responsibility.
8. **MODE OF DISPATCH :** By Road on F.O.R. Destination ,Freight paid basis
9. **ROAD PERMIT :** Road permit , if required , may be obtained directly from the consignee under intimation to this office .

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

Any increase in the rate of taxes & duties beyond delivery period will be to your account .

10. **CONSIGNEE & PAYING AUTHORITY :** Consignee & Paying Authority shall be as under :

Consignee	Paying Authority
HOD(Admin),Koyla Bhawan,BCCL	HOD(F)(MM),Purchase Finance,Koyla Bhawan ,BCCL , Dhanbad

11. **PAYMENT TERM :** 100% payment shall be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.
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, Price Certificate , Copy of Inspection Note of CMPDIL (If required) and other documents as per order (Note – All documents to be submitted shall be duly authenticated)
(No payment will be made without submission of Security Deposit & Performance Bank Guarantee).

PARTICULARS OF BANK ACCOUNT: As submitted by you in Your Offer is Enclosed.

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 along with the supply.
14. **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. Dept./ 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. "
15. **SECURITY DEPOSIT:** You shall will be required to deposit as security money 10% of the value of this contract (including Taxes, duties, and other charges to the FOR Destination prices i.e. for Rs. 14175.00 (Rupees Fourteen Thousand One Hundred Seventy Five only) in the form of Bank Draft / Bank Guarantee within 15 days from the date of order in the prescribed format annexed with NIT. The validity of BG will be for a period of Three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the

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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 Security Deposit shall be forfeited. Your EMD shall be refunded on submission of confirmed Security Deposit.

16. **INSPECTION** - Inspection shall be carried out at consignee's end by GM(E&M)/C or his authorized representative.

17. **PERFORMANCE BANK GUARANTEE** : PBG on schedule/Nationalized Bank in India valid up to FSMA period beyond the expiry of Guarantee/Warranty period for 10% value of the order i.e. for Rs. 14175.00 (Rupees Fourteen Thousand One Hundred Seventy Five only) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

18. **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 this office.

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 you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

19. **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 ,

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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.

20. **FORCE MAJURE 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 embargo /curfew or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God then BCCL may allow such addition time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

21. **FSMA:** The system shall be covered under a comprehensive AMC for a period of six years after expiry of warranty/warranty period for which total charges shall be payable extra as indicated above and AMC payment will be made on quarterly basis after completion of time with satisfactory service report from concern department. Other terms and conditions of the CAMC shall be as per NIT. The quoted FSMA rate per copy for photocopying after 10000 free copies is Rs.0.25.. Present rate of Service tax is @14.5%. FSMA shall be conducted by Administration deptt after taking revenue budget from their end.

22. **Installation:** Installation shall be done by you at the designated site provided by BCCL with no extra charge. All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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

This contract is concluded with the issuance of this order. Two copies of the order is being sent to you

You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd

(Niraj Kumar)

Sr. Manager (Excvn.) (MM)

(A D Santhish)

Chief Manager (MM)-III

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
(i) Nil dated Nil, initiated vide Notesheet no: BCCL/W-IV/CSR/14-15/325(W) dated 16.08.2015 (ii) Nil dated Nil, initiated vide Notesheet no: BCCL/GM(IE)/F-L/Xerx/14/249/N dated 06.02.2014	BC No. BCCL/C&B/CAP/Reg.P No-100/S.No.-56/eBC No.881 dated 12-06-2015 (Cap 15-16) Head- Furniture for Rs.90,756.00 & BC no: BCCL/C&B/CAP/Reg.P No-107/S.No.-151/eBC No.1990 dated 11.08.2015 (Cap 15-16) Head- Furniture (new job) for Rs.80,000.00 e-FC no: 1795 dated 11.03.2016 for Rs 80,000.00 & e-FC no: 1796 dated 11.03.2016 for Rs 61,750.00
IR no and date	
215066 dated 25.06.2015 & 215150 dated 26.08.2015	

Copy: M/S Samsung India Electronics Private Ltd, Pressman House, 3rd floor, 10A, Lee Road, Kolkata-700020

Copy to:

1. GM,IED,BCCL
2. GM(E&M)I/C,BCCL
3. GM,CSR,BCCL
4. HOD(Fin)(MM), MM Division, Koyla Bhawan.
5. HOD(Admin),BCCL-This item is meant for CSR and IED Deptt.
- ✓ 6. AM.(MM)(Tech Cell), MM Div, Koyla Bhawan
7. Mr.L C Singhi,IAS (Retd),L-31,Third Floor,Kailash Colony,New Delhi-110048
8. Master File / Office Copy

This issues with the concurrence and approval of the competent authority.

Enclosure: Annexure "A" ,Annexure-II(Special terms & conditions for FSMA),EFT Mandate, Format of Security Deposit and Format of PBG

N. C. Singh
15/03/16

Sr.Manager(Excvn.)(MM)

A. K. Singh
15/03/16

Chief Manager (MM)-III