

<p>भारत कोकिंग कोल लिमिटेड ( A Subsidiary of Coal India Limited ) सामग्री प्रबंधन विभाग पंजीकृत कार्यालय: कोयला भवन, कोयला नगर धनबाद-826005. CIN :U10101JH1972GOI000918 कमर्शियल ब्लॉक L-III, कोयला भवन, कोयला नगर धनबाद-826005 (फैक्स- 0326-2230183) ईमेल: gmmmm@bcclweb.in, वेबसाइट: www.bcclweb.in</p>		<p><b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN:U10101JH1972GOI000918 Materials Management Department Commercial Block L-III Koyla Bhawan Koyla Nagar Dhanbad-826005 (Fax No- 0326-2230183) Email Id: gmmmm@bcclweb.in Website: www.bcclweb.in</p>
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SUPPLY ORDER NO. BCCL/PUR/315128/HP Printer/15-16/STE/70/125 DATED: 23.09.2016

To,  
M/S NILGIRI DATA SYSTEMS PVT. LTD.,  
29B, WESTON STREET, (2<sup>ND</sup> FLOOR)  
KOLKATA - 700012

BY REGD POST  
PAN NO. AAECN7037P

**SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF HP MAKE HEAVY COLOR LASER PRINTER  
ALONGWITH FIVE YEARS COMPREHENSIVE AMC AFTER ONE YEAR WARRANTY PERIOD**

REF: i) Our e-tender no BCCL/PUR/315128/HP Printer/15-16/STE/70 Date: 27-08-2015 (TENDER  
ID NO. 2015\_BCCL\_22804\_1)

ii) Your offer on coal india portal vide bid id no. 58713 and subsequent correspondence in offline  
mode.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL, hereby place **PURCHASE  
ORDER** on you for supply and installation of **HP make Heavy Duty Colour Laser  
printer** (as per detailed technical specification enclosed at Annexure-A) followed by  
maintenance under Comprehensive on site AMC(CAMC) for a period of 5 years after one year  
warranty period at following price, terms and conditions and technical specifications given in  
Annexure - A along with general terms and conditions of NIT

1. **PRICE:** FIRM and FOR destination basis

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

3. **Sales Tax:** JVAT @ 5%/CST @ 5 % shall be payable extra as indicated in scope of supply. As the firm  
has indicated in their offer that they supply will be made either from their Kolkata or Dhanbad office as  
per availability.

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**4.SCOPE FOR SUPPLY :**

Sl. No.	ITEM DESCRIPTION WITH MAKE/ MODEL	QTY	BASIC UNIT PRICE (Rs)	JVAT/CST @5% ON MATERIAL AND NIL SERVICE TAX ON CAMC	TOTAL VALUE OF THE CONTRACT (RS)
1	HP make Heavy Duty Colour Laser printer Model: HP Model CLJ552 dn	1	76,000.00	3,800.00	79,800.00
1A	Post Warranty Comprehensive Maintenance charges for 5 years per unit (Rs).		37,000.00	0.00	37,000.00
	Total Landed Cost including CAMC Charges for 5 yrs				1,16,800.00

**(TOTAL ORDER VALUE:RUPEES ONE LAKHS SIXTEEN THOUSAND EIGHT HUNDRED ONLY)**

**4.Sales Tax:**JVAT@ 5%/CST @ 5 % shall be payable extra as indicated above. As the firm has indicated in their offer that they will supply either from Kolkata or Dhanbad officer as per availability.

**5.DELIVERY PERIOD:** Maximum 8 (eight) weeks from the 10<sup>th</sup> day of placement of the order for the entire order quantity 6

**6.COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(CAMC) FOR A PERIOD OF FIVE YEARS AFTER EXPIRY OF GUARANTEE/WARRANTY PERIOD:** All the above system shall be covered under a comprehensive on site AMC for a period of five years after expiry of guaranty/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.

**7.PAYMENT TERMS:**

a) 100% payment towards supply and installation shall be released within 21 days after successful installation and commissioning of the equipment supplied at user location and submission of Performance Bank Guaranty. For this the supplier has to submit pre-receipted invoice in triplicate along with Installation and commissioning note in original, duly certified by the 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

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during 1-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 1-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 equipment. The bills for post-warranty support shall be submitted to Systems Department at BCCL HQ.

**8.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 F.O.R destination price of the total machines, i.e. for **Rs.11,680.00(Rupees Eleven Thousand Six hundred Eighty 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. The format for BG shall be as enclosed with this order.

**9.PAYING AUTHORITY:** HOD (Pay)I/C, KoylaBhawan, Dhanbad.

**10.CONSIGNEE:** GM(System), BCCL, KOYLA BHAWAN, DHANBAD

**11. 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, 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.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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**14.COMPOSITE GUARANTEE / WARRANTY-** One year Comprehensive on-site warranty from the date of acceptance, installation and commissioning of the supplied material, followed by five years Post Warranty comprehensive on-site AMC support. (Bidder must submit declaration on their letter head with seal and signature, clearly specifying that Guaranty / Warranty as specified in the NIT shall be provided by the bidder during the contract period). Comprehensive Maintenance Contact will cover all parts of supplied printer. However, only ink cartridges of the printer will not be covered under this Maintenance Contact.

During 1 year standard warranty period and 5 years post warranty period, the successful bidder or his authorised service personnel shall carryout on-site preventive maintenance, once in each quarter (once in every three months), during the entire contract period from the date of installation.

The authorized service personnel of the successful bidder must attend all breakdown calls from the user within 24 hours of receipt of the breakdown call during the contract period. For this, the successful bidder must provide the postal address, telephone/ fax numbers, and email address of the nearest service center as part of its techno-commercial bid.

If any component or part of the supplied equipment found defective or not working properly during the entire contract period, the same shall be replaced by the supplier or if required, the whole equipment to be replaced by another equipment of similar or higher configuration.


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

- (a) is new, unused and of current design not likely to be discontinued or become obsolete till the end of the offered equipment.
- (b) is in accordance with the contract specifications.
- (c) shall have no defects arising out of design, materials or workmanship.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

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. 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.

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**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 contract i.e. Rs.11,680.00(Rupees Eleven Thousand Six hundred Eighty only) shall have to be submitted to MM Division, BCCL, KoylaBhawan on or before commencement of supply. The format for PBG is enclosed.

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

**18. 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."

**19. 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 offersto 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.

**20. INSTALLATION & COMMISSIONING :** Supplied equipment's are to be installed and commissioned by the supplier within a period of one week from the date of acceptance of the consignment. The installation is to be done at the Company Secretariat of BCCL HQ, Dhanbad. Necessary ADAPTORS, USB Cables, POWER CABLES and all other accessories, as will be required for successful installation and trouble free operation of the offered item, is to be supplied with the items by the successful bidder. Allocation shall be provided by GM(System)

All disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

*Narayan*  
23/09/16

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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, SHORTFALL DOCUMENTS AND YOUR SUBSEQUENT LETTERS.

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

This contract is concluded with the issuance of this order.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

  
(Nadeem Khan)  
Asth. Manager(MM)

  
(U. Bose)  
Chief Manager(MM)

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and date	BC & F.C. No. with date											
Indent No. BCCL/HQ/SYS/2014-15/ dated 14.01.15  I.R. 313158 dtd 11.08.15	Capital Budget vide no.BCCL/C&B/CAP/Reg PN 93/SN-56/ BC no.210 dated 11.08.2016 under head Furniture for Rs. 79,800.00 and Capital e-FC No 92 dated 23.08.2016 for Rs. 79,800.00											
	Revenue budget for FY 2016-17 to 2021-22 for CAMC for Rs. 51,060.40 only has been communicated vide letter no.BCCL/FIN(C&B)/15/D/92 Dtd.29.06.15 of Dy. DY GM(F)C&B,BCCL will be as under , year-wise breakup as under:											
	<table><tr><th>Year</th><th>Amount In Rs.</th></tr><tr><td>2017-18</td><td>7,400.00</td></tr><tr><td>2018-19</td><td>7,400.00</td></tr><tr><td>2019-20</td><td>7,400.00</td></tr><tr><td>2020-21</td><td>7,400.00</td></tr><tr><td>2021-22</td><td>7,400.00</td></tr></table>	Year	Amount In Rs.	2017-18	7,400.00	2018-19	7,400.00	2019-20	7,400.00	2020-21	7,400.00	2021-22
Year	Amount In Rs.											
2017-18	7,400.00											
2018-19	7,400.00											
2019-20	7,400.00											
2020-21	7,400.00											
2021-22	7,400.00											

**Encls:**

- 1.Technical Specification(Annexure"A")
2. EFT mandate
- 3.PBG & Security deopit format

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SUPPLY ORDER NO. BCCL/PUR/315128/HP Printer/15-16/STE/70/125

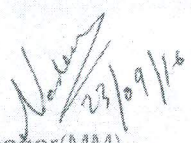
DATED: 23.09.2016


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Copy to:

1. GM (System), BCCL, , Koyla Nagar
2. HOD(Pay) I/C , KoylaBhawan
3. Dy. GM(F)C&B,BCCL
4. Prof(Dr.) L.C.Singhi, IAS(retd),L-31 Third Floor,Kailash Colony, New Delhi - 110048
- ✓ 5. MM(Tech Cell), MM Div, KoylaBhawan
6. Master File/Office Copy

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

  
Asst. Manager(MM)

  
23.9.16.  
Chief Manager(MM)