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	<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 , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)	
	<b>SUPPLY / PURCHASE ORDER</b>	<b>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</b>

Ref no: BCCL/ Pur/HQ/313043/STE/VIG/SCANNER/13-14/13/ 100

Date: 08-08-2013

BY REGD.POST / SPEED POST

To  
M/s MINESOURCE INDIA,  
13C, JABAKUSUM HOUSE  
34, CHITTA RANJAN AVENUE, 2<sup>nd</sup> FLOOR  
KOLKATA-700012

(Vendor Code: 1/03/M/G/077)

Sub: Supply of SCANNER

- Ref: 1.Our tender enquiry no. BCCL/ Pur/HQ/313043/STE/VIG/SCANNER/13-14/13 dated 22.05.2013, Opened on 17.06.13  
2. Authorization of M/S HP vide letter no. BCCL/HP/MSI/13-14/69 dated 29.05.2013  
3. Your offer no. MSI/BCCL/DKS/13-14/77 dated 14.06.2013  
4. Your letter no.89 & 116 of even reference both dated 12.07.2013

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of the following item at the following price, terms and conditions and as per General terms and conditions of NIT :

Sl. No.	Item Particulars	Qty	Unit Rate	CST@ 5%	Total Value
1	HP MAKE HIGH SPEED SCANNER MODEL NO HP SCANJET N9120 DOCUMENT FLATBED SCANNER ( Detailed technical specifications as per photocopy of technical leaflet enclosed )	ONE NO.	1,65,700.00	8,285.00	1,73,985.00

TOTAL ORDER VALUE:RUPEES ONE LAKH SEVENTY THREE THOUSAND NINE HUNDRED EIGHTY FIVE ONLY

**1.PRICES:** The above prices are on FOR destination basis i.e. inclusive of Packing & Forwarding and Freight & Insurance Charges.


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

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

**4.DELIVERY PERIOD:** The delivery shall be made within 8 week, which shall be reckoned after 10 days from the date of issue of the order. However, the requirement being urgent the delivery may be improved upon.

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**5. PAYMENT TERMS:** 100% payment shall be made within 30 days after receipt and acceptance and successful installation of the scanner or from the date of receipt of Bill by the consignee whichever is later.

**6. INSTALLATION:** Installation of Scanner at the designated site shall be done by you.

**7. PAYING AUTHORITY:** GM ( F ) MM, Koyla Bhawan, Koyla Nagar, Dhanbad .

**8. SECURITY MONEY:** You shall deposit the security money for 10% of the FOR Destination value of the order ie for Rs 17,399/- (Rupees Seventeen thousand three hundred and ninety nine only) in the form of Bank Draft /Bank Guarantee (format enclosed) within 15 days from the date of order. The validity of B.G. 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 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 and/or failure of execution of contract, the security money shall be forfeited. Your EMD shall be returned on receipt of the confirmed Security Deposit.

**9. INSPECTION:** Final inspection shall be carried out at the consignee end after receipt of materials.

**10. PENALTY FOR FAILURE TO SUPPLY IN TIME (LD/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 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.

**11. 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.

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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)Purchase, 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.

**12.SUBMISSION OF BILL:** Pre -receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate and any other documents indicated elsewhere in the order shall be submitted to the Paying Authority through Consignee only.

**13.MANUFACTURER'S GUARANTEE /WARRANTY:** Materials supplied shall be covered under manufacturer's Guaranty/warranty for a period of 12(twelve) months from the date of successful installation against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account, You shall repair/ replace at no extra cost. A certificate to this effect must be submitted alongwith the supply.

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

**17.ALLOCATION:** VIGILANCE DEPT., BCCL HQ, KOYALA BHAWAN, DHANBAD

**18.LOWEST PRICE CERTIFICATE:** You shall submit a certificate from the principal along with the bills as stated below:

"The rates of the stores under the contract are the lowest at which we are selling to any other customer/ Govt. Dept. / Subsidiaries of CIL/ Other PSU's"

*Nadeem*  
8/8/13  
(Nadeem Khan)  
MT(MM)

Yours faithfully,  
*(C R Samantray)*  
(C R Samantray)  
Chief Manager(MM)  
For & on behalf of Bharat Coking Coal Ltd.

Encl :

1. Format of Bank Guarantee for security Deposit
2. Photocopy of technical Specifications Leaflet

#### INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt., & FC No.& dt.
Indent registered with MM dept. vide no 313043 dated 17.05.2013	Budget Certified vide BCCL/CAP/C&B/13-14/EDP/FF/22/4/EBCNO-268 dated 19.04.2013 for Rs.1,83, 750/-
Indent No. NIL dated NIL.	FC given by CM(F)OP vide no.e FC no.71 dated 01.08.13 for Rs 1,73,985.00
Forwarded,vide Notesheet no. BCCL/ EDP/ 2013/675 dated 21.03.2013	

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Copy to: M/s Hewlett Packard India Sales Pvt Ltd, DLF IT Park, Block-AF, Tower-C, Ist Floor,  
8 Major arterial road, New town, Rajarhat ,Kolkata – 700156

COPY:

1. Minesource India, Ratanjee Road, Purana Bazar, Dhanbad - 826001
2. GM(System), BCCL, Koyla Bhawan.
3. GM(F), MM , BCCL, Koyla Bhawan.
4. HOD(C&B), BCCL, Koyla Bhawan.
5. GM(Vig) , BCCL, Koyla Bhawan.
- ✓ 6. MM(Tech Cell), MM Div, Koyla Bhawan.
7. Master File/Office Copy.

COPY TO IEM: Justice Ashok Kumar Chakraborty (Retd),  
BB-69, Sector I Salt Lake,  
Kolkata – 700 064

  
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**Appendix - I**  
**Format of Bank Guarantee for Security Deposit**  
**(Rs.250 non-judicial stamp paper)**

Messer -----, a Company having its office ----- (hereinafter called the Contractor) has entered into a Contract No. ----- dated ----- ( hereinafter called the said Contract ) with Bharat Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent ( 100% ) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the value of order by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at -----has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the ----- (date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We, -----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of ----- (specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We, -----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated:..... Day of..... 20.....

For..... Bank Limited.

**Signature of the authorised person  
for and on behalf of the Bank.**