



BHARAT COKING COAL LIMITED  
( 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)

**Under jurisdiction of Dhanbad Court  
and Jharkhand High Court only.**

SUPPLY / PURCHASE ORDER

BY REGD.POST / SPEED POST

Ref no: BCCL/ Pur/300101/photocopier/P&P/10-11/160

Date: 20.10.11

M/s Namrata Enterprises,  
4<sup>th</sup> Floor, Radha Soami Arcade,  
Saraidhela , Dhanbad -828127  
Ph.No:- 0326-2205915/2899  
(Vendor Code: 1/22/D/T/172 )

Sub: Supply of Colour Photo Copier  
Ref: i. BCCL E-Tender No: BCCL/Pur/300101/photocopier/P&P/10-  
11/158 opened on 20.04.11  
ii. Your offer No. against E-tender

Dear Sirs,

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

**1. SCOPE OF SUPPLY:-**

S.N	Item	Quantity	Unit Rate(Rs.)	Value(Rs.)
1	Colour Photocopier, Model- Model WC 7428(Make – Xerox).	01	295000.00	295000.00
			VAT @5%	14750.00
				309750.00

**TERMS & CONDITIONS:**

1. Payment Terms: 100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill or from the date of successful installation, whichever is later by the consignee.
2. Prices: FIRM and FOR destination except Govt. taxes which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.
3. DELIVERY SCHEDULE:--Within 2-3 weeks from the date of receipt of order . Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

**NOTE : Safe arrival of materials shall be your responsibility.**

4. Performance Bank Guarantee – You shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs

Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as **APPENDIX-I** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be valid for three months beyond the expiry of Guarantee/Warranty period ,the same shall have to be 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. It shall either be released or extended depending upon the merit of the case .This Performance Guarantee shall be for the performance of the Contract / Supply Order5. Security Money:- You will deposit Security Money in the form of Bank Draft/ Bank Guarantee of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad for 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and your performance shall be kept recorded for future dealings with you. Security Deposit along with Earnest Money shall be refunded to you, on request, within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited .Security money may be converted in to Performance Bank Guarantee however at the time of conversion of Security money in to PBG , the amount should not be less than 10% of the landed value of order.

6. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials.

7. Transit Insurance – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

#### **8. 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 canceling 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.

#### **9. 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, 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.

10 Submission of Bills- Pre-receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

11 Guarantee /Warranty –

Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

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

13 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.

14 Consignee – PM (Adm.), Koyla Bhawan

15. Paying Authority- FM(Pay) I/C, Koyla Bhawan.

16. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd.

(L K Jha)  
. CM(MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt.
GM(P&P)/Photocopier/01 dt. 24.09.10	BCCL/C&B/Cap/11-12/CODE:- 7615 / vide no F&F Dt 17.10.11 for <b>Rs.309750.00</b>

Copy to:

1. PM(Admn.) , Koyla Bhawan
2. FM (Pay)I/C, Koyla Bhawan.
3. CGM (E&M), Koyla Bhawan.
4. GM(P&P) , Koyla Bhawan
5. MM (Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.

**Technical Specifications of colour photocopier.**

Digital- Speed 28 or more BW/Full Color Auto Duplex unit

Paper Size- A6 –A3

Copying speed- Min 28 PPM (Black & white and color)

Multiple copying-Min upto 999

Resolution- Min 600 x 600 dpi

Zoom- 25-400% ( in 1 % increment)

Memory Capacity-Min 1 GB memory and 80 GB hard drive

ARDF/RADF-Facility

Paper Input Capacity- Min 2 X 500 sheets drawers side/100 sheets bypass.

Standard Interfaces- Ethernet (10 Base- T/100 Base-TX) USB 2.0

Network Operating system- Window 2000/XP/Server 2003/Server/2008\*/Vista; Netware 3.12,3.2,4.1,4.11,5.0,5.1,6,6.5; UNIX; Sun Solaris, HP-UX, SCO Open Server, RedHat Linux, IBM AIX; Mac OS 8.6-9.2x, OS X 10.1 or late; SAP R/3, ndps Gateway; IBM iSeries; AS /400- using OS/400 Host Print Transform

**SPECIFICATION FOR STABILISER**

Input Voltage- 170-270 V at 50 Hz, Single Phase

Output Voltage- 220 V AC  $\pm 5\%$  at 50 Hz Single Phase

Correction Time- 40 milliseconds or less

**Others**

Trolley for the colour copier

Service Centre should be in Dhanbad. Undertaking should be given for maintenance and spares for a period of 06 ( six) years ( 1 year warranty + 5years)

CM (MM)

## APPENDIX-I

### FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having its office at -----  
-----hereinafter called the Seller has entered into a Contract  
No.-----dt.----- (hereinafter called the said Contract) with Bharat  
Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the  
said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be  
made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee  
for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by  
the seller 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 the purchaser by reason of any of the terms or  
conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to  
give the guarantee herein after 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 of any of the terms or 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 purchase and the seller regarding the claim. However , our liability under  
this guarantee shall be restricted to an amount not exceeding -----.

3. We,----- Bank Ltd., 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 purchase  
under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the  
terms and conditions of the said contract have been fully and properly carried out by the said seller and  
accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing  
on or before the ----- ( date to be given-----months from the date of Bank Guarantee) 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 affecting in any manner no 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 relived 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 by any such  
matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an  
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 this purchaser the said sum of ---  
----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

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

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager, who has  
signed it on behalf of the Bank has 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.

Date----- Day of -----20

For ----- Bank Limited

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

**ANNEXURE "C"**

*(RS.250 non-judicial stamp paper)*

**Format of Bank Guarantee for Security Deposit**

Messrs -----, 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.

8. 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**

