



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited, A Maharatna Company)
Office of the General Manager(MM) Materials Management Dept.HQ,
Office at CCWO, Post CCWO, SteelGate, Saraidhella,
Dhanbad - 828127.
(Phone No.0326-2202002 Fax No.0326-2222644)

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

SUPPLY/PURCHASE ORDER

RefNO.BCCL/PUR/300289/PhotocopierMachine/CHD/09-10/LTE/e-tender/81/239

Dated 12.05.2013

To

**M/s Namrata Enterprises ,
4rth floor ,Radha Soami Arcade,
Saraidhela ,Dhanbad -828127**

By Registered Post

**(Vendor Code : 1/22/D/T/172)
(CST no-593800)
Ph No-2202899/5915**

Sub :- Supply of Photocopier Machines to CHD,Dhanabd

Ref: i)Our Tender No: BCCL/pur/300289/ Photocopier Machine /CHD/09-10/LTE/e-tender/81
opened on 05.01.2012,,Our letter dt 13.02.2012,20.08.2012 & 18.01.2013

Your offer No:-Nil, dated 04.01.2012 and your letter No:-Nil dated 21.03.2012, dated 21.05.2012 and
dated 28.01.2013, Your letter dt 21.03.2012,21.05.2012 & 28.01.2013.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place a Purchase
Order for supply of Photocopier Machines having **Warranty of 01 (one) year** with technical
details as per Annexure enclosed at the following price, terms and conditions: -

Supply from- M/s Namrata Enterprises , Dhanbad (Model of M/s Xerox India Ltd., Kolkata)

Description of Items	Quantity	Present Unit Basic Rate(Rs.)	Total Landed Rate(Rs.)
a)Digital multifunctional Photocopier machine with Printer with Voltage stabilizer (2 KVA) Model- WC 5225	01 No. ED VAT@ 5% Packing/Forwarding/Freight/Insurance	120576.00 0.00 6028.80 0.00	126604.80
b)Digital Photocopier /Scanner/ Printer with Voltage stabilizer (2 KVA) Model- WC 5020	02 No. ED VAT@ 5% Packing/Forwarding/Freight/Insurance	48860.00 0.00 2443.00 0.00	102606.00
		TOTAL=	229210.80

Total Cost of above Machines Photocopier machines model WC 5225 (01 no) and model WC 5020 (02 nos) =Rs. 229210.80 (Rs. Two lakhs twenty nine thousand ten and eighty paisa only)

TERMS & CONDITIONS:-

1. **Price:** Firm
2. **FOR:** Destination, inclusive of Packing & Forwarding, Freight & Transit Insurance
3. **ED & Service tax - NA** and **VAT @ 5%** without C form .
4. **Payment Terms:** 100% within 21 days of receipt and acceptance of the material by the consignee or from the date of receipt of Bill or from the date of successful Installation , whichever is later by the consignee.
5. **Delivery:** Within one(1) month from the date of receipt of order. Delivery schedule shall be reckoned from the 10th date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.
6. **Warranty:-** You shall guarantee for the satisfactory performance of the complete equipment/ stores for **a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.** 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 you at site free of cost within 30 days of settlement of warranty claims. You will be required to stock spare parts to take care of warranty failures.

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/stores, 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.

You will be required to stock spare parts/stores to take care of warranty failures. Spares/stores should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill.

7. SECURITY DEPOSIT: You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. If Bank Guarantee submitted, **the validity of Bank Guarantee will be for a period of 3 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.** The Bank Guarantee should be submitted on **Rs.250/- or equivalent amount** non-judicial stamp paper as per the enclosed format at enclosed **Annexure-C**

For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

8.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 per ANNEXURE (on a non judicial stamp paper of value Rs.250.00 or equivalent only). This Bank Guarantee shall be initially valid for a period of 21 (Twenty One) months from the date of dispatch of the equipment and the same 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 Order.

9.Bank details of the Firm -

VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS:

**M/s Namrata Enterprises ,
4rth floor ,Radha Soami Arcade,
Saraidhela ,Dhanbad-828127 (Ph.nO.0326-2205915/2899)
(With Telephone No. & Fax No.)**

PARTICULARS OF BANK ACCOUNT:538585294

- A. BANK NAME:INDIAN BANK**
- B. BRANCH NAME:Dhanbad,Branch Code:00597
(Including RTGS Code):IDIB000DO21**

ADDRESS:

- C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH** (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI:CBS CODE:00597/826019002
- D. ACCOUNT TYPE:CURRENT ACCOUNT**
(S.B. Account/Current Account Or Cash Credit 11 with Code 10/11/13)
- E. LEDGER NO./LEDGER FOLIO NUMBER:**

**F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT:
538585294(CURRENT ACCOUNT)
(As appearing on the Cheque Book)**

10. Note: Safe arrival of materials shall be your responsibility.

11.Inspection – Final inspection shall be carried out at the consignee end or by his authorized representative after receipt of materials. If materials found defective or not as per order will be replaced free of cost within 7 days.

12. PENALTY FOR FAILURE TO SUPPLY IN TIME:

I) 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.

II) 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:

- i. 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.
- ii. 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
- iii. 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
- iv. 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.
- v. To en-cash any Bank guarantee which is available for recovery of the penalty or
- vi. To forfeit the security deposit full or in part.

Vii, 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.

13. 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 you **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 you 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, you shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

14. Submission of Bills- Original Invoice/Bill for 100% value in quadruplicate along with delivery challan in original, Manufacturers Test certificate or any other certificate, Guarantee/ Warranty certificate, duly vetted by user, Proof of submission of Security Deposit and other relevant documents should be submitted to the consignee for onward submission to Paying Authority.

You will also have to submit Lowest price certificate along Bill that “Prices charged are the lowest and is the same as applicable to other Govt/Semi Govt/Undertaking Departments.”

15. Training: Training of Staffs will be provided at site of installation by the experts of above firm, free of cost.

16. Installation - The equipment will be installed and commissioned successfully by the Firm free of cost.

17. Packing: Consignment shall be supplied in suitable standard proper packing's.

18. Force Majeure Clause –

:If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) You will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

19. **Consignee:-** Depot Officer ,Central Hospital, Dhanbad.(CHD),Dhanbad.

20. **Paying Authority-** CM(F) ,CHD,Dhanbad.

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

22. OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS WILL BE AS PER OUR NIT WHEREVER THESE COULD NOT BE INDICATED.

This is issued with the approval of competent authority.

ENCLOSURES:-

1..Detailed Technical Specification –Annexure-“A”-page no 389,390(F & B)

2.SD/PBG format- 2 pages

3.Integrity Pact-05 pages- page no. 403-407

4.Bank Details of the firm- 01 page page no. 383

5. General Terms & Condition 08 Pages

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(P.RANJAN)

Senior Manager (MM)WD

INDENT REFERENCE

Sl. No.	Indent no. /IR No. and Date	Budget Certification no. & date
1.	Capital Indent no. NIL dated 28.07.2008 of CHD.IR No. (08-09) dt 31.03.2009	Cost & Budget Department Cell BCCL/Project— CHD,Dhanbad, Code 7622 , Head Furniture L.F-01 Sl no.of indent 0 dated 20.03.2009 Budget Estimate for Rs.2.47 for the year 09-10(proposed). BCCL/C&B/Cap/12-13/2/F&F/CHD/78/163/32 eBC dated 26.03.2013,eBC no. CHD/1 dt 24.04.2013 and corresponding e FC No-01 dated 29.04.2013 for Rs. 229210.80=00,(Revalidated eBC No. CHD/1 dt 24.04.2013)

Copy to:

1. CMS,BCCL/CMS(I/c), CHD, Saraidhela, Dhanbad.
2. CM(F), Central Hospital, Saraidhela, Dhanbad
3. Sr. MM Store (Depot Officer), Central Hospital, Saraidhela, Dhanbad
4. . MM(Tech Cell), MM Department, Koyla Bhawan
5. Master File/Office Copy.
6. GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL

Format of Bank Guarantee for Security Deposit/PBG: ANNEXURE “B”

(RS.250 non-judicial stamp paper)

Messers -----, 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.