

	<p align="center">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)</p>
SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

Ref no: BCCL/ Pur/312049/12-13/scanner/CRS/29/162

Date: 26-11-2012.

BY REGD.POST / SPEED POST

To

M/s MINESOURCE INDIA,
 RATANJEE ROAD,(BESIDE INDIA HOTEL)
 PURANA BAZAR,DHANBAD-826001

Tel. No.- 0326-2303136

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

Sub: Supply of SCANNER

Ref: 1.Our tender enquiry no. BCCL/ Pur/312049/12-13/scanner/CRS/29

dated 21.07.2012,Opened on 06.08.12

2.Your offer no.MSI/BCCL/Scanner/RKS/DHN/12-13/211 DATED 04.08.2012.

3.Our letter no. BCCL/ MMD/Pur/ scanner/EDP/312049/12-13/29/2043
 dated 24/25.08.2012,

4.Your letter no. MSI/BCCL/Scanner/DKS/DHN/12-13/246 DATED 31.08.2012

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:

Sl. No.	Material Code	Item Particulars	Qty	Unit Rate	Extended Value
1	92100100312	HP MAKE SCANNER MODEL HP SCANJET ENTERPRISE 7500 FLATBEND SCANNER SERIES Scanner Type: FLATBEND Hardware :upto 4800x4800 dpi Optical: upto 600 dpi Bit Depth:24 bit Scan speed,Preview:4 sec Scan size,Max:216x864 mm User interface:USB 2.0	ONE NO.	74,950.00	74,950.00

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TOTAL ORDER VALUE:RUPEES SEVENTY FOUR THOSAND NINE HUNDRED AND FIFTY ONLY

PRICES: The above prices are on FOR destination basis i.e. inclusive of Packing& Forwarding and Freight & Insurance Charges. Transit insurance Shall be arranged and covered by you for safe arrival of the materials at the consignee at your cost and risk.

INSTALLATION:Shall be done by you for which Rs 2000.00(Rupees Two Thousand only) shall be payable extra against successful installation certified by the consignee.

EXCISE DUTY: Not applicable. However if the excise duty is made applicable during the period of the contract, the same shall be borne by you.

SALES TAX: J VAT Shall be payable extra as applicable at the time of delivery within the stipulated delivery period.The present/offered rate of JVAT is @ 5%. You shall raise vatable invoice as per J-VAT provisions,so that BCCL shall avail Input tax credit as per provisions of J VAT.

DELIVERY PERIOD: The delivery shall be made within 60 days,which shall be reckoned after 10 days from the date of issue of the order.

PAYMENT TERMS: 100% payment shall be made within 21 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.

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

SECURITY MONEY: You shall deposit the security money for 10% of the FOR Destination value of the order ie for Rs 8070.00(Rupees Eight thousand and seventy only) in the form of Bank Draft /Bank Guarantee 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.

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

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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.

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 GM(MM)Purchase, Bharat Coking Coal Limited , Commercial Block, Level –III

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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.

SUBMISSION OF BILL: 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.

GURANTEE /WARRANTY:Materials supplied shall be covered under manufacturer's Guarranty/warranty for a period of 12(twelve) months from the date of successful installation 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.A certificate to this effect must be submitted alongwith the supply.

PACKING: Consignment shall be supplied in suitable standard proper packing.

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.

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

ALLOCATION:CISF OFFICE,BCCL HQ, KOYALA BHAWAN,DHANBAD

Yours faithfully,

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

INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt., & FC No.& dt.
Indent no. PR-42099/CISF/BCCL/Prov March,12 dated nil MMD IR NO.312049 Dated 18.06.12	Budget Certified vide BCCL/P&P (F)/CAP/FC/12-13/FURN/CISF/76/24 Dtd.19/05/12.for Rs 75,,00,000/- and e BC no.162 dated 20.08.12 FC given by HOD(C&B)Vide no.e FC no.124 dated 06.11.12 for Rs 80,697.50

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Date: 26-11-2012

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

COPY:

1. GM(System),BCCL,Koyla Bhawan.
2. GM(F),MM , BCCL,Koyla Bhawan.
3. HOD(C&B),BCCL,Koyla Bhawan.
4. DIG,CISF,BCCL, Koyla Bhawan.
5. MM(Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.

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