

CENTRAL COALFIELDS LIMITED
A Miniratna Category I Company
(A Subsidiary of Coal India Limited)
MATERIALS MANAGEMENT DEPARTMENT
DARBHANGA HOUSE: RANCHI 834 001 (JHARKHAND) INDIA
(PBX) 2360726, 2360687 CGM (MM) - 2360716
FAX (91) 0651-2360257 EMAIL: HODMM@CCL.GOV.IN

SUPPLY ORDER

BY REGD. POST

No . 214011113- 138

Dated : 05/11/2012

To,
M/S. Vareli Tecnac Pvt. Ltd.
14/1B, Ezra Street, World Trade Centre, 9th Floor,
Kolkata- 700 001.

Sub: Supply of 269 Personal Computers (PCs) with accessories against buy back option for 219 nos. obsolete PCs with accessories, on as is where is basis (to be surveyed off) available at CCL headquarters, Ranchi.

Ref: (i) This office Advertised tender (Domestic) in two bid system through e-procurement with e-price bid using the portal of service provider M/s. ITI Ltd. Vide Tender No. CM(P)/RC/PC-269/214/12-13 ((Advt No.30/2011-12 dated 08.02.2012 ; Tender Sl. No.118) opened online on 22.03.2012 and subsequent letters dated 30/04/2012 , 31/05/2012 20/07/2012 & 14.08.2012.

(ii) Your offer no. VTPL/CCL/2011-12/0134 DTD. 20/03/2012; Bid control No.:100463 and subsequent letters received at CCL on 08/05/2012 , letter dtd. 05/06/2012 , 27/31-07/2012, 18/09/2012, 24/09/2012 ,05/11/2012 & and M/s. Acer Letter Dtd. 27/07/2012.

Dear Sirs,

We are pleased to notify our acceptance of your above referred offer for placement of formal order for supply of 269 Personal Computers (PCs) with accessories against buy back option for 219 nos. obsolete PCs with accessories, on as is where is basis (to be surveyed off) available at CCL headquarters, Ranchi with following terms & conditions:-

1. Scope of Supply:

Sl. No.	Item Description	Qty.(A)	Unit Basic Price(B)	Total Basic Price C = Ax B	Unit Maintenance Cost(5 Yrs.) (D)	Total Maintenance Cost(5 Yrs.) E=A X D
1	PC (ACER VERITON M200-A88 PC or successor) Dual Core or above processor with internal clock frequency 2.9 Ghz/ higher 1333-MHz Bus Speed . Total Cache -4MB or higher; Monitor - 18.5" Colour TFT Monitor.4GB DDR3 1333MHz(2*2 GB).	269 Nos	35223.00	94,74,987.00	2010.00	5,40,690.00
2	HP Laser Jet Printer or latest of equivalent /higher specs (BROTHER HL2240D/HP1606DN)	269 Nos	10299.00	27,70,431.00	4830.00	12,99,270.00
3	UPS (1KVA) offline/line interactive UPS (EPOCH)	269 Nos	13269.00	35,69,361.00	4500.00	12,10,500.00
	Sub Total			1,58,14,779.00		30,50,460.00
	Discount from total Basic Price			1,00,000.00		
	Sub Total After Discount			1,57,14,779.00		
	Total C + Total E after discount			Rs.1,87,65,239.00		
	CST/VAT @ 5 % on 1,57,14,779.00			Rs.7,85,738.95		
	Service Tax @ 12% + Education Cess @3% = 12.36% on Rs.30,50,460.00			Rs.3,77,036.86		
	Grand Total			Rs.1,99,28,014.81		
	Total BUY Back Value			Rs.1,50,990.00		
	Total Contractual Value with Tax Minus Buy Back Value			Rs.1,97,77,024.81		{ One Crore, Ninety Seven Lacs, Seventy Seven Thousand , Twenty Four and Paise Eighty One Only.

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Other terms & conditions are as follows;

- 1.Price : Firm & FOR Destination Basis.
- 2.Packing,Forwarding, Freight & Insurance Charges : NIL.
- 3.Excise Duty : Not Applicable.
- 4.JVAT : Extra as applicable . Present rate of JVAT is @ 5%.
- 5.Service Tax & Education Cess on AMC: Extra as applicable . Present rate of Service Tax is @ 12% + Education Cess @ 3%.
- 5.DELIVERY SCHEDULE : Supply must be completed within 05 to 08 weeks from the date of receipt of Supply Order. Early supply is acceptable.
- 6.Consignee : Deputy General Manager , Central Store ,,CCL,Barkakana.
7. PAYING AUTHORITY:GM (FINANCE) (Hqrs) , CCL, DARBHANGA HOUSE , RANCHI.
- 8 PAYMENT TERMS:
 - a) 80% Payment (less exchange value against buy back of obsolete PCs) for Systems supplied will be made within 21 days from the date of submission of bills / invoices duly accepted by systems dept. alongwith Performance Bank Guarantee as stated at clause no. 12, after successful installation / commissioning of Systems.
 - b) Remaining 20% will be paid on quarterly basis equally spread over a period of 6 years as First, Second, Third and fourth year - 3% each year. Fifth Year & Sixth Year - 4% each year
 - c) The quarterly bill against AMC, along with performance reports duly signed by respective users, shall be raised at the end of each quarter, which will be paid within 21 days on receipt and after acceptance of the same. Penalty charges, if any, during any quarter will be recovered from the submitted bill(s).
 - d) In the event CCL is not in a position to hand over the obsolete PCs in exchange of installation of new PCs, then exchange value of obsolete PCs will not be deducted from the supplier's bill.
9. **INSPECTION, TESTING & COMMISSIONING :**
 - a) Inspection of Systems will be made after receipt of the materials at site. Inspection will be made by representative of G. M. (Systems), who will be authorized to carry out the inspection.
 - b) The Systems & any other application software / existing applications with data are to be transferred / installed and commissioned by the supplier at different locations/sites of CCL HQ.
 - c) The Systems shall be deemed to be commissioned after executing proven programs mutually decided by supplier and CCL. A diagnostic pack also shall be given by the supplier to diagnose / ascertain the specifications of different configurations of PCs.
 - d) The date of commissioning shall be the day immediately following the completion of the tests as certified by Supplier, CCL user and GM (Systems) / his nominated representative at different site and such a date shall be the date of commissioning for all practical purposes.
10. **SECURITY DEPOSIT :** The Firm shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract (landed value) i.e for **Rs.19,77,703.00** without having any ceiling within 15 days time from the date of supply order. Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract.For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.
11. **PERFORMANCE BANK GUARANTEE (PBG) :**

Supplier will have to submit five numbers of Performance Bank Guarantee, issued by any Scheduled Bank of India & acceptable to CCL, for landed value of contract including all statutory taxes & duties at the time of supply in the format vetted by legal department of CCL attached with Supply Order, towards the satisfactory performance of the system & contract, valid for a period up to 6 years of comprehensive onsite maintenance services from the date of successful commissioning. Aforesaid Performance Bank Guarantee (PBG), to be submitted having validity, as detailed below :

 - 1 number of Performance Bank Guarantee(PBG) amounting to 10% of landed cost of system for 1 year.
 - 1 number of Performance Bank Guarantee(PBG) amounting to 10% of landed cost of system for 2 years.
 - 1 number of Performance Bank Guarantee(PBG) amounting to 10% of landed cost of system for 3 years.
 - 1 number of Performance Bank Guarantee(PBG) amounting to 20% of landed cost of system for 4 years.
 - 1 number of Performance Bank Guarantee(PBG) amounting to 30% of landed cost of system for 6 years.

To arrive at the value of the Performance Bank Guarantee, the order value should be calculated as per the following guidelines:

A) For Indigenous Order -

For arriving at the value for Performance Bank Guarantee to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.

The Performance Bank Guarantee for the above , shall be released after expiry of validity period if no claim is pending.

12. Warranty Maintenance & Annual Maintenance Contract :

- a) Onsite Comprehensive maintenance work will be done by the supplier.
- b) Onsite Comprehensive maintenance shall mean onsite maintenance / replacement of each and every item of spares / components including Print Head in case of DMP & Battery in case of UPS used in all 269 nos. of Systems for the entire period (i.e. 1 year warranty and 5 years AMC totaling to 6 years or 72 months) except consumables. The onsite maintenance / replacement shall not, however, include consumables.
- c) Consumables shall mean only ribbon with cartridge in case of DMP (Dot Matrix Printer), Black and / or Colour Printer Cartridge in case of DeskJet Printer and Black and / or Colour Toner Cartridge in case of LaserJet Printer. After exhaustion since installation of ribbon with cartridge in case of DMP, Black and / or Colour Printer Cartridge in case of DeskJet Printer and Black and / or Colour Toner Cartridge in case of LaserJet Printer, supply of consumables will be the responsibility of CCL. Idling of printers for want of consumables will not be treated as breakdown.
- d) Each System would undergo preventive maintenance once every quarter for duration of half an hour to one and half hour as may be required. Joint Certificate is to be signed every quarter. The duration of such preventive maintenance shall not be considered as downtime.
- e) Breakdown will be attended within twenty four hours from the receipt of information at the local office of the Supplier.
- f) 95% availability (uptime) for each System on monthly basis should be guaranteed. If the machine downtime is expected to continue over to the next 5 working days or more, the defective System / Components shall be replaced by a suitable System / Components of the same or higher configuration.
- g) System downtime will be reckoned only during the working hours i.e. between 9.30 and 17.30 hours (8 hours) on working days. Down time beyond these hours on a working day would be excluded. For example, if the down time starts at 12.00 hours on a day and extends upto 11.00 hours the following working day, the down time would be calculated as below:
 First day from 12.00 hours to 5.30 hours, equal to 5.30 hours.
 Second day from 9.30 hours to 11.00 hours, equal to 1.30 hours.
 Total down time = 7 hours.
- h) The availability percentage shall be calculated for each calendar month. Penalty will be imposed on prorata basis, if the availability falls below 95 % thus

$$\text{Penalty} = \frac{(95\% - \text{actual availability}) \times (\text{AMC Charge} / 12)}{95\%}$$
- i) No bonus or additional sums shall be payable if the availability is more than 95%. No payment against AMC for the month shall be admissible, if the availability falls below 75%.
- j) Availability percentage for each System will be calculated as follows:

$$\text{Availability Percentage} = \frac{(\text{No. of working days in the month} \times 8) - (\text{Downtime hours during the month})}{\text{No. of working days in the month} \times 8} \times 100$$
- k) Penalty for any month to be imposed will be calculated in the basis of the following table:

Penalty Calculation Table:

Availability Percentage (rounded)	Penalty
95% and above	Nil
75% to 94%	As per rate calculated in clause g, h & j
Below 75%	No AMC payment for the month

- l) Uptime will be for the entire system. i.e. in case, part of the system is out of order such that no useful

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output can be obtained from the system, the total system shall be considered to be under breakdown. If the machine is not bootable, it will be considered as breakdown. Part of the system, as narrated elsewhere in the contract, includes keyboard, mouse, monitor, hard disk, drives, printer, UPS etc.

- m) During the tenure of the contract, if CCL desires, the system(s) may be upgraded / replaced by a higher configuration on such terms and conditions as are mutually agreed upon.

13.Duration of AMC Contract:

a.The Annual Maintenance Contract (AMC) shall come into force from the date of expiry of one year warranty period and remain in force up to 60 months.

b.AMC quoted should be firm without escalation during the tenure of the contract.

c.On expiry of the aforesaid contract period as per clause a, the contract terminates unless it is renewed upon by the customer's request in writing for such further period and on such terms and conditions as are mutually agreed upon. A prior written notice of 3 months shall be given by the customer of his intention to renew the contract.

14. SUBMISSION OF BILLS: For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

a. In case of indigenously manufactured goods.

- i. Pre-receipted and stamped Invoice (Original Buyer's copy of invoice).
CENVAT credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty , education cess and secondary & higher education cess at applicable rates separately is required to be submitted . The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-
- a) Registration no. of the Supplier.
 - b) Address of the concerned Central Excise Division.
 - c) Name of the consignee.
 - d) Description of goods supplied.
 - e) Tariff heading and sub headings
 - f) Time and date of removal.
 - g) Mode of Transport.
 - h) Vehicle Registration number.
 - i) Rate of duty.
 - j) Quantity and value of goods, and duty payable thereon.

Marketing Outlets (when manufacturer does not quote directly) who are **NOT** registered with Excise Department will have to submit Excise invoice issued by the manufacturer wherein the name of CCL is mentioned as consignee, so that CCL can avail CENVAT credit on admissible inputs and capital goods.

- i. Packing list in original giving details of bill of materials
- ii. Consignment note / RR/ PWB in original
- iii.Warranty / Guarantee certificate
- iv. Manufacturers test certificate as per supply order terms
- iv. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- vi.Certificate from the auditor of the supplier certifying that excise duty has been paid as per prevailing excise rule, and Refund / Credit, if any obtained shall be passed on to the buyer (wherever excise duty is applicable).

b. In case Supply is to be arranged after importing ordered items in "Original Packing". Original packing would not be applicable for items which are shipped in open condition in containers etc.

- i)The following import documents are required to be submitted with each supply for acceptance of supplies to CCL
- a. Self attested copy with original Principal' invoice / packing list
 - b. Self attested copy of Bill of Lading / Airway bill
 - c. Self attested copy with original Bill of entry
 - d. As per contractual requirement (if any) warranty / guarantee certificate
 - e. Certificate of origin
 - f. Certificate from their Auditor of the supplier certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance by CCL)

The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

CCL will avail CENVAT credit on admissible inputs and capital goods. The Indian agent / dealer should therefore be registered with Excise Department and should submit Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty , education cess and secondary & higher education cess at applicable rates separately. The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-

- a) Registration no. of the Supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and value of goods, and duty payable thereon.

Accordingly in case of imported items where materials are supplied by Indian Agent / dealers after importing the materials and the Bill of Entry is not in the name of CCL, the Indian agent / dealer passing the credit should be registered with Central Excise Department and will raise Excise Cum Tax Invoice as detailed above so that CCL is able to claim CENVAT credit on admissible inputs and capital goods.

In case of indigenously manufactured goods if the offer is submitted by an authorized marketing outlet which is not registered with Excise Department, they have to submit the Excise Invoice issued by the manufacturer containing the name of CCL as consignee.

15) Liquidated Damages :

In the event of failure to deliver/dispatch of the stores with in the stipulated date/period, to effect supply in accordance with the sample and/or specification mentioned in the supply order and in the event of breach of an terms and conditions mentioned in the supply order, Central Coalfields limited shall be entitled at its option either:

- a) To recover from the successful tenderer, as mutually agreed, liquidated damages and not as penalty, a sum not less 0.5% of the price of any stores which the successful tenderer has not been able to supply 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.
- 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 the consignment not yet due for supply or,
- c) To cancel the supply order or a portion thereof, and if so desired, to purchase the stores 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.
- e) Penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- f) To forfeit the security deposit in full or part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Central Coalfields Ltd. shall be entitled to recover such sum by appropriating , in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay central coalfield limited on demand the remaining balance. The supplier should not entitled to any gain on any such purchase.

This is subject to force majeure conditions.

16. 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 outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Central Coalfields Limited 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. If and when additional time is granted by Central Coalfields Limited, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder 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 fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure CCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.
- b) For delays arising out of force majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CCL nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.

17) **Price fall Clause:** It will be a condition of the order that although the currency of the prices, at which you shall supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of price going down, you shall promptly pass on such information to enable this company to amend the ordered rate.

18. **Price Certificate:**

Please certify on the body of each and every bill that the prices charged are same as applicable to all other Govt. Deptt./Undertakings including DGS&D.

19. **Road Permit:**

If required, the road permit shall be obtained from the consignee.

20. **Mode of Despatch :** The stores should be dispatched by Road on freight paid basis, securely packed for transport by road. Necessary road permit shall be furnished by the concerned consignee's on your request to them directly indicating no.of road permit required.

21. **Order Acceptance:**

Two copies of the order are being enclosed. One copy of the order may please be returned duly stamped and signed within 07 days from the date of supply order as a token of acknowledgement and acceptance of the contract

All terms & conditions are as per NIT since the same has been accepted by the firm and as per Annexure 'V' enclosed.

Enclosure: (i) Annexure-A : Detail technical specification.

(ii) Performance Bank Guarantee FORMAT.

(iii) Terms & conditions - Annexure 'V'.

Yours faithfully,

for & on behalf of CENTRAL COALFIELDS LIMITED

(A.K.Dutta)

CHIEF MANAGER (PUR.)

(A.K.Thakur)

Chief Manager (Pur)

Copy forwarded to :-

1. The General Manager (System), CCL.
2. The General Manager (S&IC), CCL.
3. The GM(Fin.), CCL, HQ, Ranchi.
4. The Sr. Manager (MM), Central Stores, Barkakana ,
5. MIS Cell .
6. The ES to GM (MM), CCL, Ranchi.
7. Indent Registration No. 214 dtd. 21/11/2011 & 214"A" dtd. 26/11/2011.

This is issued with the approval of competent authority and fund certified by GM F-P&P), CCL for Rs. 197.78 Lakhs vide No.BGT/PP/DHC/P&M/CB/ 12-13/81/124 dated 29/10/2012.

(A.K.Dutta)
Chief Manager(Pur.)

(A.K.Thakur)
Chief Manager (Pur.)