



CCL

CENTRAL COALFIELD LIMITED
(A Subsidiary of Coal India Limited)
DARBHANGA HOUSE, RANCHI - 834001
Phone : (0651) 2360606 (10 Lines)
2360123 (5 Lines), 2360608
Fax : 2360267, 2360479
Gram : COLCENT
Website : <http://ccl.cmpdi.co.in>

SUPPLY ORDER
No. 1770110008 - 337

BY REGD. POST
Dated: 28/12/2007

To
M/S.HCL Info systems Ltd,
241B, Road No 2, Ashok Nagar,
RANCHI-834002, Jharkhand.

(Through Authorized Service Support Partner: M/S Mohan Computers & Electronics,
8/9 Lalpur Super Market, Lalpur, Ranchi-834001.)

Sub: Procurement of 409 nos. of Personal Computers along with accessories for CCL.

Ref: 1) TENDER NO: CCL/DCMM (P)/RC/ PC409/Ind.Rgn.177/06/02 Date:22/05/2007,
Due Date: 09/07/2007, Advt No:-20/2007, Sl.No:103.

2) Your Offer No: HCL/CCL/RS/0907:2007:03, Dtd: 09/07/2007.

Dear Sir,

Your above quotation is hereby accepted for supply of the following stores on the terms and conditions noted here under:-

1. Scope of supply:

Sl. No	Description of item	Unit	Qty. (A)	Unit Basic Price (Rs) (B)	Total Basic Price (Rs) C=AxB	Unit Maint. Cost (5yrs) (D)	Total Maint. Cost (5yrs) E=AxD
1	PCs	No	409	19802.00	8099018.00	6000.00	2454000.00
2	Dot Matrix Printer or Latest of equivalent/ Higher Specs	No	259	10900.00	2823100.00	4500.00	1165500.00
3	HP Deskjet Printer or Latest of equivalent/ Higher Specs <i>K5800</i>	No	21	6950.00	145950.00	4500.00	94500.00
4	HP Laserjet Printer or Latest of equivalent/ higher Specs <i>1022</i>	No	110	9790.00	1076900.00	7500.00	825000.00
5	1KVA offline/ Line Interactive UPS	No	409	6250.00	2556250.00	8750.00	3578750.00
	Sub-Total				14701218.00		8117750.00
	(Total C + Total E)						Rs. 2,28,18,968.00
	P&F @ 0.25% on Rs.8099018.00						Rs.20,247.55
	Insurance @0.25% on Rs. 8099018.00						Rs.20,247.55
	Freight @ 0.50% on Rs. 8099018.00						Rs.40,495.09
	Sales Tax @4% on Rs.14701218.00						Rs.5,88,048.72
	Service Tax @ 12% on Rs.8117750.00						Rs.9,74,130.00
	Education Gess @ 3% on Service Tax						Rs.29,223.90
	Grand Total						Rs.2,44,91,360.81

(Rs. Two Crore Forty-Four Lakh Ninety-One Thousand Three Hundred Sixty & Paise Eighty-One Only)

Major terms & Conditions to be incorporated in the S/Order are as follows: -

1. Price - Firm & FOR Destination.
2. Packing & Forwarding - Extra @ 0.25 % on Basic Price of PC only.
3. Excise Duty - Not Applicable.

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4. Sales Tax – Extra as applicable, at present @ 4 % on Basic Price.
5. Freight – Extra @ 0.5 % on Basic Price of PC only.
6. Insurance – Extra @ 0.25 % on Basic Price of PC only.
7. Service Tax on AMC – Extra as applicable, at present @ 12 %.
8. Education Cess on AMC – Extra as applicable, at present @ 3 % on Service Tax.
9. Delivery – Within 5 to 8 weeks from the date of receipt of firm supply order.

10. Payment terms – a) 80% Payment for Systems supplied will be made within 21 days from the date of submission of bills / invoices duly accepted by systems dept. along with Performance Bank Guarantee as stated at clause no. 21 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

Payment against (a) & (b) to be made to M/S HCL Infosystems Limited, Ranchi against the bills raised by them.

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).

Payment against (c) to be made to M/S Mohan Computers & Electronics, Lalpur, Ranchi-834001, Ranchi against the bills raised by them.

11. Warranty: The tenderer shall give a warranty of satisfactory performance of the Systems offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by the consignee.

The supplier shall be responsible for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew and defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Central Coalfields Limited.

12. 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 upto 60 months.

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

c) On expiry of the aforesaid contract period, 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 intension to renew the contract.

13. Security Deposit – The security money to be deposited by the firm in the form of Bank draft shall be 10% of the value of the awarded contract without having any ceiling and EMD shall be converted to security money which will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

14. Performance Bank Guarantee:

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 of 6 years of comprehensive onsite maintenance services from the date of successful commissioning. Aforesaid Performance Bank Guarantee (PBG), to be submitted, are 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 will be calculated as per the following guidelines:


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For arriving at the value for Performance Bank Guarantee to be submitted for this S/Order, 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/dispute is pending, with the approval of competent authority.

15. Paying Authority:

Dy Chief Finance Manager. CCL (HQ), Darbhanga House, Ranchi.

16. Consignee Particulars:

Chief Materials Manager, Central Coalfields Limited, Central Store, Barkakana.
(Distribution/Issue will be as per advice/release of GM (System), CCL.

17. Inspecting Authority:


The General Manager (System) CCL, or, his Authorized Representative.


- 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.

18. 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 401 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.

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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%	per rate calculated in clause 4.7, 4.8 & 4.10
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 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.

19. Submission of Bill(s) / Document(s):

(a) Following documents duly authenticated by you, wherever required should be submitted to the Consignee:-

- i) Consignment note.
- ii) Challan.
- iii) One copy of the Bill.
- iv) Copy of warranty/Guarantee certificate in original as per Clause 9 of Terms & Conditions annexed.
- v) Any other documents specified in the order.

(b) Following documents duly authenticated by you, wherever required should be submitted to the Paying Authority:-

- i) 100% Bill(s) in triplicate duly pre-receipted and stamped.
- ii) Receipted challan of the consignee.
- iii) Copy of the consignment note and original warranty/Guarantee Certificate.
- iv) Price Certificate.
- v) Any other documents specified in the order.

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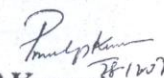
year.
2 years.
3 years.
4 years.
6 years.
as per the
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TECHNICAL SPECIFICATION

ANNEXURE - 'A'
(Page: 1/2)

Sl. No.	Items	NIT Specs. asked for.	Product Tech.Specs.offered	Qty (Nos)
I.	PCs		HCL INFINITI 1230 or Successor	409 Nos
	Processor	P-IV 3.2 GHz or Higher with 2MB L2 Cache with FSB 800 Mhz	P-IV 3.2 GHz with 2MB L2 Cache,FSB 800 Mhz	
	Chipset/ Motherboard	Intel original 945 or higher chipset with original Intel Motherboard	Intel original 945G chipset with original Intel Motherboard	
	Memory	256 MB DDR-2 400RAM, Dual Channel Support with 4 DIMM Socket, upgradable to 4 GB	256 MB DDR-2 400RAM, Dual Channel Support with 4 DIMM Socket, upgradable to 4 GB	
	HDD	80 GB Serial ATA HDD with minimum 7200 RPM or higher	80 GB Serial ATA HDD with 7200 RPM	
	Floppy Drive	3.5", 1.44 MB	3.5", 1.44 MB	
	Monitor	15" Digital Colour Monitor MPR - II certified	HCL 15" Digital Colour Monitor MPR - II certified	
	Keyboard	OEM Mechanical keyboard (min 104 Keys)	HCL 107 Keys Mechanical Keyboard	
	Optical Drive	DVD-CD/RW Combo Drive (16X, 48X24X48X) or higher	DVD-CD/RW Combo Drive (16X, 48X24X48X)	
	Audio	Integrated High Definition Audio AC 97/20 bit On board Audio	Integrated 8 channel High Definition Audio	
	Display Adapter	Intel Graphics Media Accelerator 950 with DVMT	Intel Graphics Media Accelerator 950 with DVMT	
	I/O Port	1 Fast Serial , 1 PS/2 Keyboard , 1 PS/2 Mouse , 1 Parallel , min. 4 USB Ports (At least 2 Front USB Port)	1 Fast Serial Port, 1 PS/2 Keyboard Port, 1 PS/2 Mouse Port, 1 Parallel Port, 4 USB Port, 2 Front USB	
	Expansion Slots	Minimum 2 PCI Slots, 1 PCI Express x16 Slot & 1 PCI Express x1Slot.	2 PCI Slots, 1 PCI Express x16 Slot & 1 PCI Express x1Slot	
	Network Ports	Integrated /Add on 10/100 Mbps Ethernet Controller with RJ-45 Port	Integrated 10/100 Mbps Ethernet Controller with RJ-45 Port	
	Mouse	MS Compatible OEM Optical Scroll Mouse with Pad	HCL Optical Scroll Mouse with Pad (MS Compatible)	
		Micro / Mini ATX Tower Cabinet	Micro ATX Tower Cabinet	


(R.Chakraborty)
Dy.Chief Materials Manager (P)


(P.Kumar)
Materials Manager (P)



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The consignee after verification of documents and final inspection of the materials as per the order shall forward the Bill to the Paying Authority for arranging payment within the time specified.

20. 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.

Special Instruction: a) One copy of the challan and invoice showing despatch details and other documents must be sent to this office to know the dispatch particulars.

b) The date of delivery of the stores stipulated against Delivery clause shall be deemed to be the essence of the contract and the delivery should be completed not later than the date specified therein.

21. Force Majeure: No claim shall arise against CCL or against supplier for damage done by any act of God or on account of circumstances beyond the controls of the agreement.

22. Arbitration: All disputes or differences whatsoever arising between the parties out of or relating the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the procedure laid down by an arbitrator appointed by the Chairman-cum-Managing Director, CCL and the award made in pursuance thereof shall be binding on both the parties.

23. 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 other terms and conditions of supply shall be applicable as per NIT & Annexure 'V' enclosed.

Enclosure:

1. Technical Specification-Annexure-A
2. Terms & conditions - Annexure 'V'.

Yours faithfully,

for & on behalf of CENTRAL COALFIELDS LIMITED

(R.Chakraborty)

Dy.Chief Materials Manager (P)

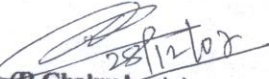
(P.Kumar)

Materials Manager (P)

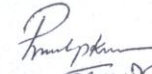
Copy forwarded to:-

1. The General Manager (System.), CCL, Ranchi.
2. The General Manager (S&IC), CCL, Ranchi
3. The Chief Materials Manager, Central Stores, Barkakana.
4. The Dy.Chief Finance Manager (H/Q), CCL, Ranchi.
5. The ES to CMD, CCL.
6. The TS to DT(P&P) CCL, Ranchi
7. The TS to D(F) CCL, Ranchi
8. MIS Cell/Master File/Guard File.
9. The ES to CGM (MM), CCL, Ranchi.
10. M/S Mohan Computers & Electronics,
8/9 Lalpur Super Market, Lalpur, Ranchi-834001

This issues with the approval of competent authority and Fund Certification by CFM(P&P) under the head "Other P&M" in CB 2007-08 vide No.BGT/PP/DHC/Other P&M/23/ 72(44)/07-08 dtd 24/12/2007 amounting Rs.1,30,00,000.00 only.


(R.Chakraborty)

Dy.Chief Materials Manager (P)


(P.Kumar)

Materials Manager (P)

ANNEXURE - 'A' (Contd')

TECHNICAL SPECIFICATION

(Page: 2/2)

Sl. No.	Items	NIT Specs. asked for.	Product Tech.Specs.offered	Qty (Nos)
2.	PRINTER			
A	DOT MATRIX PRINTER or Latest of Eqvt. / higher Specs	24 Pin, 136 Col, 360 Cps, 360 Cps print Speed @ high speed Draft 12 Cpi / 300 Cps Print Speed @ Draft 12 Cpi	<u>Option-I</u> TVSE MSP 355 Dot Matrix Printer	259 Nos
B	HP DESKJET PRINTER or Latest of Eqvt. / higher Specs	Min. 20 PPM Black / 15 PPM Colour, 1200 dpi resolution, 8 MB Memory, USB	HP BIJ 1000	21 Nos
C	HP LASERJET PRINTER or Latest of Eqvt. / higher Specs	Min. 17 PPM Black, 1200 dpi resolution, 8 MB Memory, USB	<u>Option-1</u> : HP LJ 1022	110 Nos
3.	UPS		UNILINE Smart Power	409 Nos
	Capacity	1 KVA Off-Line / Line Interactive UPS	1 KVA OFFLINE / LINE Interactive UPS	
	Input Voltage	140 to 300 V	140 to 300 V	
	Input Frequency	50 Hz ± 5 %	50 Hz ± 5 %	
	Output Voltage	230 V ± 5 %	230 V ± 5 %	
	Output Frequency	50 Hz ± 0.5 % (Battery mode)	50 Hz ± 0.5 % (Battery mode)	
	Output Waveform	Modified Sine Wave / Quasi Sine Wave	Modified Sine Wave / Quasi Sine Wave	
	Transfer Time	< 5 milli seconds	< 5 milli seconds	
	AVR Voltage	190 V - 250 V	190 V - 250 V	
	Battery	Inbuilt SMF	Inbuilt SMF	
	Battery Specs.	12V-7.2AH X 4 Nos.	12V-7.2AH X 4 Nos.	

(Signature)
28/12/20

(R.Chakraborty)
Dy.Chief Materials Manager (P)

(Signature)
28.12.20

(P.Kumar)
Materials Manager (P)

(Signature)
28/12/20