



Central Coalfields Limited
'Miniratna' category-I company
(A Subsidiary of Coal India Limited)
Materials Management Department
Darbhanga House,
Ranchi-834 001(Jharkhand), India

Tel: 0651-2360716
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Website: www.ccl.gov.in
Online bidding website:
www.coaindiatenders.gov.com

FORMAL ORDER

No. 11301222 18-121(Anti Virus)

Dated: 14/02/2018

To
M/s Comptek International,
1st Floor, Subodh Granthmala Building
Pustak Path Ranchi 834001 Jharkhand,
Email- comptekranchi@compteki.com

Vendor Code	1122/DIA/027	
ITEM CATEGORY	FIRM CATEGORY	TENDER CATEGORY
Comp Software	Dealer	ODT

Sub : Supply of Anti Virus Software (Application Software).

- REF :**
- Tender ID No. 2016_CCL_52032_1.
 - Tender Ref No. No. 176- CCL/HQAK /112/Anti Virus/16-17 opened on 03.01.2017
 - Your Online Offer No. / Bid Id No.155603), uploaded confirmatory documents and subsequent emails / letters last being dated 08.02.2018
 - Authorisation from Mr. Kanchan Mallick, Territory Accounts Manager, East India, Nepal, Bhutan & Bangladesh - M/s Trend Micro India Pvt. Ltd., #10th Floor, Eros Corporate Tower, Nehru Place, New Delhi- 110 019

Dear Sir(s),

With reference to above, CCL is pleased to place supply order for Anti Virus Software (Application Software) on the terms and conditions mentioned below :-

1. **SCOPE OF SUPPLY :-** Supply of Anti Virus Software (Application Software) (Details Tech. Specs. TPS i.e. Annexure-I):-

SL NO.	Description/Scope of supply	Qty (Nos.)	Basic Unit Rate (Rs.) per License	Extended Price (Rs.)
2	Anti Virus Software (Application Software) - Trend Micro Enterprise Security Suite for Endpoint, SAC Code - 9973	620 License	1231.35	7,63,437.00
			CGST on total landed Rate @9%	66709.33
			SGST on total landed Rate @9%	66709.33
			Total Landed Rate	900855.66

Note: The AV software products must be supplied in their original media (CD/DVD etc. with plastic CD/DVD jackets) or in CD/DVD/etc. (with plastic CD/DVD jackets) downloaded from OM Authenticated links along with license /subscription documents. No of CDs/DVDs etc. must be minimum 5.

- Total Procurement Value :** The total procurement value on landed basis for the above items comes to Rs. 9,00,855.66 (Rupees Nine Lakh Eight Hundred Fifty Five and Paise Sixty Six) only inclusive of all taxes & duties.
- Prices:** The above rates are firm throughout delivery period and for supply on F.O.R. Destination basis.
- Goods & Services Tax :** CGST/SGST Payable extra at actuals as applicable at the time of supply within specified delivery period. Present applicable rate is @18% with bifurcations as shown above.. Your CGST/SGST Regn. No. is 20AGKPS0146H1ZO. Input Tax Credit will be availed by CCL as admissible.

In case of any increase in taxes and duties after expiry of the scheduled delivery period, the increase will be to supplier's account and in case there is any decrease, the same shall be passed on to CCL.

CCL GSTIN : 20AAACC7476RHZT

While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017.

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The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made there under and should bear the GSTIN of CCL. The rate and amount of IGST, GST (Compensation to state) cess (if any), related to supply of goods, shall be shown separately in tax invoice

- a. The IGST / GST (Compensation to state tax, if any), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL is able to avail Input tax credit (if available) of such IGST, GST (Compensation to State) Cess reflected in the invoice.
 - b. If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of improper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered by CCL from the current bills or any other dues of the supplier.
 - c. In the event of any additional tax liability accruing on the supplier due to classification issue or for any other reason, the liability of subsidiary company shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
5. Packing & Forwarding Charges : Packing & Forwarding charges is NIL.
6. Freight : Freight charges is Nil. It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carries is illegal." It will be firm's responsibility for safe arrival of materials at site at their own risk and cost.
7. Insurance : As the contract is on FOR destination basis, the responsibility of safe arrival of the consignment up to destination shall be of the supplier. Consignee shall however assist in getting short/damage/non-delivery certificate from the transporter to enable the supplier to take up with transporter for compensation. In such cases, the consignee is not to arrange for Insurance cover.
8. Delivery Period : The materials should be delivered within 21 days from the date of issue of supply order on FOR destination basis. Antivirus Software should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and Antivirus Software to be supplied only after getting extension of delivery period.
N.B
(i) Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.
9. Payment Term : 100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later. In the event Performance Bank Guarantee is applicable the payment will be released after submission of the same.
Payments will be made through e-payment system only. Authorisation for all payments through electronic fund transfer system/RTGS/CBS/Intra Bank Transfer is to be furnished by the bidder in the prescribed format as per Annexure-"H" of NIT.
10. SECURITY DEPOSIT: Required to deposit Security Money equivalent to 10% of the value of the awarded contract (landed value) without having any ceiling i.e. Rs.90,086.00, in the form of Demand Draft or irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-E), within 15 days from the date of receipt of Supply Order.
11. CONSIGNEE : GM (System), CCL (HQ), District: Ranchi, Jharkhand.
12. PAYING AUTHORITY : The General Manager (Fin/HQ), CCL, Darbhanga House, Ranchi, Jharkhand
13. INSPECTION : Inspection will be carried out by the GM (System)/HOD or his authorized representative on receipt of Antivirus Software at consignee's end. Notice for inspection shall be given by the consignee immediately on receipt of the Antivirus Software.
14. Mode of Dispatch: By road transport on freight paid basis duly insured. You will be fully responsible for safe arrival of the consignment up to destination of the consignee. It is incumbent on the supplier to transport the contracted materials/supplies through the registered common carrier only and documentation should be done as per provisions of the Carriage by Road

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Act. 2007. Any transportation of goods through unregistered common carrier is illegal.

The consignment should be securely packed & marked as per standard Trade Practices/BIS norms to withstand the rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination.

15. SUBMISSION OF BILLS : For claiming payment, Bills / GST-Tax Invoice (wherever applicable) in triplicate should be submitted to the Paying Authority for arranging payment. The following documents/certificate should also be submitted to the paying authority along with the Bill / GST Tax Invoice:

- i. Self Authenticated Copy of Consignment Note.
- ii. Self Authenticated Copy of Guarantee / Warranty Certificate (if applicable).
- iii. Any other document specified in the supply order.
- iv. Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.
- v. Relevant documents as per provisions of GST rule, wherever applicable.

Input Tax Credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped GST compliant Invoice showing the amount of GST (CGST & SGST/UTGST)/IGST at applicable rates separately is required to be submitted. The GST compliant Invoice must contain all the following information as required under GST rule & subsequent amendments if any:

For e.g.

- a) GSTN no. of the Supplier.
- b) Address of the concerned GSTN.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) HSN codes
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of GST.
- j) Quantity and value of goods, and GST payable thereon.

In addition to the above the following documents are to be submitted as per terms of the supply order to the consignee.

- i) One copy of the bill / GST compliant invoice as the case may be.
- ii) Challan.
- iii) Packing list in original giving details of bill of materials.
- iv) Consignment note / RR/ PWB in original.
- v) Warranty / Guarantee certificate and fitment certificate (wherever applicable) in original.
- vi) Manufacturers test certificate in original (wherever applicable) as per supply order terms.
- vii) DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- viii) As per provision of section 171 of GST Act 2017, an undertaking that "Any extra benefit of input tax credit to the supplier in future shall be passed on to the recipient.
- ix) Any other document specified in the supply order.

NOTE : Scanned copies of the above documents be sent / mailed to the consignee in advance i.e. before arrival of the consignment at the consignee's store(s).

In order to enable the purchaser to avail ITC as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills.

While supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017.

- a) The Tax Invoice raised by the seller must be in compliance of relevant GST Acts, rules & notifications made there under and should bear the GSTIN of CCL (20AAACC7476RHZT). The rate and amount of IGST, GST (Compensation to state) cess (if any), related to supply of goods, shall be shown separately in tax invoice.
- b) The IGST and GST (Compensation to state tax, if), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the seller so that CCL is able to avail input tax credit (if available) of such IGST, GST.(Compensation to State) Cess reflected in the invoice.

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- c) If the ITC claimed is disallowed due to failure on the part of seller in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of improper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered by CCL from the current bills or any other dues of the seller.
- d) The amount of IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the seller has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- e) In the event of any additional tax liability accruing on the seller due to classification issue or for any other reason, the liability of subsidiary company shall be restricted to the amount of GST charged on the original tax invoice issued by the seller.
- f) You shall pass on the benefit on account of reduction in rate of tax on any supply of goods or the benefit of the input tax credit to CCL by way of commensurate reduction in prices in terms of Anti Profiteering clause 171 of GST Act 2017.

16. Price certificate :To submit a price certificate in all their invoices in the following format:-

"It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organisation during the period of contract".

17. Identification Mark : Key of the product to be provided. The AV software products must be supplied in their original media (CD) (if possible) along with license /subscription documents. No of CDs must be minimum 5.

18. Guarantee/Warranty :

- I. The supplier shall warrant that the ANTIVIRUS SOFTWARE, supplied under this contract are new of the most recent and current models and incorporate all recent improvements in design and materials unless provided otherwise in this contract.
- II. The vendor shall undertake to supply, install & maintain and ensure uninterrupted Operations for the duration of warranty and beyond as envisaged in the tender.
- III. The supplier shall further warrant that the ANTIVIRUS SOFTWARE supplied under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied ANTIVIRUS SOFTWARE in the conditions obtaining in the country of final destination.
- IV. The supplier shall also warrant that the ANTIVIRUS SOFTWARE supplied shall perform satisfactorily as per the requirements provided for in this contract.
- V. The supplier shall also provide the following warranties:
 - a. The ANTIVIRUS SOFTWARE proposed is complete in all aspects.
 - b. The software specification, capabilities and performance characteristics are as stated in the bidder's proposal and accompanying documentation.
 - c. The supplier shall offer to the Purchaser all technological updates, cost reductions and facilities, which are offered to other clients, in India, during the currency of the contract.

The Antivirus Software to the satisfaction of the Purchaser. Warranty period shall be for a period of Six Years.

19. LIQUIDATED DAMAGES: The time for and the date of delivery of the stores stipulated in the '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. In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance

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with the samples and/or Specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Central Coalfields Ltd. should have the right:


- a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) 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 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 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, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
 - (e) To forfeit the security deposit full or in part.
 - (f) Whenever under this 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 Coalfields Limited on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
20. Price Fall Clause: - It will be the condition that all through the currency of the contract, the prices at which the stores will be supplied shall not exceed the lowest price charged by you to any other agency. In the event of price going down, you shall promptly pass on such information to enable this Company to amend the ordered rate.
21. JURISDICTION: The Court at Ranchi in Jharkhand State only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract.

Other terms and conditions not mentioned above shall be governed by NIT and GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES as per enclosed Annexure 'A'.

Enclosures:

Sl. No./ Annexure	Details of Enclosure(s)
I	Detailed Technical Specification/TPS - Annexure - I
II	GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES - Annexure 'A' of NIT.


(Anil Kumar)
Sr. Manager(Pur)

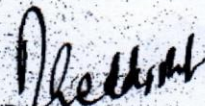

(R K L Reddy)
GM(MM)

Copy forwarded to :-

1. The General Manager (Purchase)/The GM(System) (S&IC), CCL, Ranchi
4. The General Manager (System), CCL, Ranchi. w.r.t. indent regn. No. 112 dated 13.09.2013
5. The General Manager (Fin/HQ), CCL, Darbhanga House, Ranchi, Jharkhand
- BUDGET CERTIFICATION No. BGT/PP/CB/17-18/DHC/42(244) dated 25.01.2018 for Rs.7,63,437.00 only and BGT/PP/CB/17-18/DHC/48(236) dated 12.02.2018 for Rs.1,37,418.66 only.
6. Master File/Guard file/MIS Cell, Ranchi.
9. Director, Commercial Audit/ CVO, CCL, Ranchi.
10. GM(MM) - SECL, Bilaspur/WCL Nagpur/BCCL, Dhanbad/NCL, Singrauli/MCL, Sambalpur/ECL, Sanctoria/NEC.
11. M/s Trend Micro India Pvt. Ltd. #10th Floor, Eros Corporate Tower, Nehru Place, New Delhi- 110 019.
(Tel - +91 9903003292, Fax- 80- 45118700)

This issues with the concurrence and approval of competent authority.


(Anil Kumar)
Sr. Manager(Pur)


(R K L Reddy)
GM(MM)