

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

Item Category	Firm Category	Tender Category
MISCELLANEOUS ITEMS	PRIVATE	SINGLE (PROPRIETARY) TENDER.

SUPPLY ORDER

BY REGD. POST

No. 012012114 - 324

Dated : 14/02/2014

To,

M/s Arithme Software & Web Services Private Limited,

Harmu Housing Colony,

E-mail:- ajit@arithme.net

Dhela Toli, Ranchi - 834 002, Jharkhand.

Sub: Supply of Nspam Software.

Ref: (i) This office SINGLE (PROPRIETARY) TENDER ENQUIRY vide no.- CCL/GM(P)/13-14/Nspam 1.4 Software/43 Date: 02.08.2013. **Opened on 23.08.2013 and our subsequent letters, last one being Dt.03.12.13**

(ii) Your offer no. CCL/GM(P)/13-14/Nspam1.4Software/43 & subsequent letter dtd. 05.12.13

Dear Sirs,

We are pleased to notify our acceptance of your above referred offer for placement of formal order for supply of Nspam Application Software for CCL with following terms & conditions:-

No.	Description	Qty	Basic Rate	Extended Value
1	Supply, installation & commissioning of Nspam 1.4 (Nspam bundled with Mail Messaging System having SMS Gateway-cum-Application Programming Interface, Client Monitoring System for unlimited Clients and It Asset Management System) along with One year Warranty	01 No.	5133543.80	5133543.80
			VAT@5%	256677.19
			Total	5390220.99
		No. of Years	Basic Rate	Extended Value
	Annual Maintenance Contract and Two weeks training of Ten persons	05	346920.00	1040760.00
			Service Tax	58338.31
			Total	1099098.31
			Grand Total	6489319.30

Total Procurement Value : Rs. 64,89,319.30 (Rs. Sixty Four Lakhs Eighty Nine Thousand Three Hundred Nineteen & Paise Thirty Only).

Other terms & conditions are as follows;

1. Price : Firm & FOR Destination Basis.

2. P&F and F&I Charges : NIL.

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Dated : 14/02/2014

3.Excise Duty & Education Cess : Not Applicable.

4.JVAT : JVAT Payable extra as applicable on the product value for supply within the scheduled delivery period . Present rate of JVAT is @ 5%.

5. Service Tax:- A fixed amount of Rs.58338.31 is payable extra as Service Tax against AMC Charges. As the present rate of Service Tax is @12.36%, the balance amount of Service Tax will be borne by the firm.

6.DELIVERY SCHEDULE : To be completed within 21 days from the date of receipt of supply order .

7.Consignee : GM (System) , System Department, CCL, Ranchi.

8. PAYING AUTHORITY: GENERAL MANAGER (FINANCE), CCL, Ranchi.

9. PAYMENT TERMS: a) 100% Payment of product value within 21 days of receipt, installation and commissioning of software.

b) AMC will be paid after every three months after submission of PBG amounting to Rs.1,10,000.00 in the form of Bank Guarantee valid for fifty one (51) months from the date of commissioning.

10. INSPECTION CLAUSE:

PREDESPATCH INSPECTION:Not Applicable

FINAL INSPECTION: Final Inspection of the material will be carried out at consignee's end on receipt of material by GM(System)/Representative of GM(System)

11. GUARANTEE / WARRANTY: As per Manufacturers Standard Guarantee /Warranty.

12.SUBMISSION OF BILLS/ DOCUEMNTS: Your bill for 100% payment duly stamped and pre-receipted in triplicate along with following documents should be sent to the Paying Authority for arranging payment. The following documents duly authenticated by you, whenever required shall be submitted to the consignee:-

- (i) Consignment Note.
- (ii) Challan
- (iii) One copy of the Bill
- (iv) Copy of the warranty certificate in original.
- (v) Any other documents specified in the order.

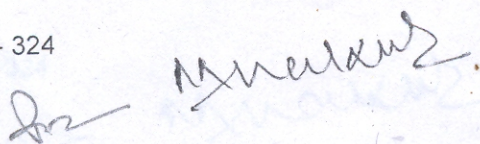
Following documents duly authenticated by you wherever applicable, should be submitted to the paying authority.

- (i) 100% Bill in triplicate, duly pre-receipted and stamped.
- (ii) Copy of the consignment Note and copy of the Warranty certificate.
- (iii) Price certificate.
- (iv) Any other documents specified in the order

13.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.

14. 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.

15 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.

16. Security Deposit:- The security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value (landed value) i.e. Rs.6,50,000.00 will have to be submitted within 15 days time from the date of supply order.

17. Performance Bank Guarantee:- PBG valid for 51 fifty one months from the date of commissioning for 10% value of the AMC i.e. Rs.1,10,000.00 from 2nd year to 4th year Upgrade/Maintenance Charges including taxes and duties etc must be submitted before execution of supplies or along with supply bills. No payment shall be released without submission of the performance bank guarantee.

[Handwritten signature]

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.

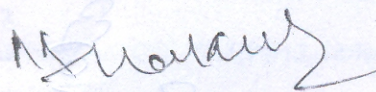
20.Mode of Despatch : The stores should be dispatched by Road on freight paid basis, securely packed for transport by road. Necessary road permit shall be furnished by the concerned consignee's on your request to them directly indicating no.of road permit required.

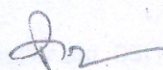
21.Order Acceptance: Two copies of the order are being enclosed. One copy of the order may please be returned duly stamped and signed within 07 days from the date of supply order as a token of acknowledgement and acceptance of the contract

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

Enclosure: Terms & conditions - Annexure 'V'.

Yours faithfully,
for & on behalf of CENTRAL COALFIELDS LIMITED

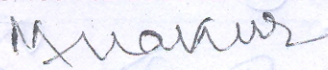

(A.K.Thakur)
General Manager (P)

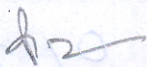

(R.K.Pandey)
Senior Manager (MM)

Copy forwarded to :-

1. The General Manager (MM), CCL, Ranchi.
2. The General Manager(System), CCL Ranchi
2. The GM(S&IC), CCL, HQ, Ranchi.
3. The General Manager (Finance),CCL Hqrs., Ranchi.
4. MIS Cell .
5. The ES to GM (MM), CCL, Ranchi.
6. Indent Registration No. 059 dtd. 27/06/2013

This is issued with the approval of competent authority and fund certified vide no.-BGT/PP/CB/13-14/P&M/DHC/136/132 Dt.03.02.14 for Rs.64.89 Lkajs


(A.K.Thakur)
General Manager (P)


(R.K.Pandey)
Senior Manager (MM)