

Gms(555)/133
16/9/09



CCL
CENTRAL COALFIELD LIMITED
(A Subsidiary of Coal India Limited)
DARBHANGA HOUSE, RANCHI - 834001
Phone : (0651) 2360606 (10 Lines)
2360123 (5 Lines), 2360608
Fax : 2360257, 2360479
Gram : COLCENT
Website : http://ccl.cmpdi.co.in

SUPPLY ORDER
No. 0950110010 - 030

BY REGD. POST
Dated: 07/05/2009

To
M/S. Vareli Tecnac Pvt.Ltd.,
(Formerly M/S.Vareli Trexim Pvt. Ltd.)
14/1B, Ezra Street, World Trade Centre,
9th Floor, Kolkata-700001.

Sub: Procurement of 677 nos.of Personal Computers along with accessories for CCL.
Ref: 1) Tender No. CCL/DCMM(P)/RC/ PC675/Ind.Rgn.95/09 Date: 23/07/2008,
Due Date: 05/09/2008, Advt No:-15/2008 Dtd: 25/07/2008, Sl.No:125.
2) Your Offer No: VTPL/CCL/2008-09/040 Dt: 04/09/2008, also, other correspondences.

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.	Item Description (Make)	Unit	Qty (A)	Unit Basic Price (Rs) (B)	Total Basic Price (Rs) C=AxB	Unit Maint. Cost (5 yrs) (D)	Total Maint. Cost (5yrs) E=AxD
1A	PCs (Wipro/Acer)	Nos	637	31379.00	19988423.00	1000.00	637000.00
1B	PCs (Wipro/Acer)	Nos	40	35436.00	1417440.00	1500.00	60000.00
2A	Dot Matrix Printer or Latest of equivalent/Higher Specs (TVSE/Wep)	Nos	456	9129.00	4162824.00	3250.00	1482000.00
2B	High Speed Dot Matrix Printer or Latest of equivalent/Higher Specs (Wep)	Nos	03	56570.00	169710.00	22500.00	67500.00
2C	HP Mono LaserJet P1505 Printer or Latest. (HP)	Nos	176	12330.00	2170080.00	6105.00	1074480.00
2D	HP Color LaserJet 2605 Printer or Latest (HP)	Nos	54	26229.00	1416366.00	20500.00	1107000.00
2E	HP ALL IN ONE Color LaserJet CM1015 MFP Printer or Latest (HP)	Nos	01	32655.00	32655.00	30000.00	30000.00
3A	1 KVA off line / Line Interactive UPS (Epoch)	Nos	677	8664.00	5865528.00	7500.00	5077500.00
Sub Total					3,52,23,026.00		95,35,480.00
Discount (from Total Basic Price)					8,00,000.00		Nil
Sub Total after Discount					3,44,23,026.00		95,35,480.00
(Total C + Total E) (after Discount)					Rs. 4,39,58,506.00		
Excise Duty :					Not Applicable		
Packing & Forwarding :					Not Applicable		
Sales Tax/VAT @4% (without C-form) on Rs. 3,44,23,026.00					Rs.13,76,921.04		
Freight:							
1A) @ 0.40% on Rs. 1,99,88,423.00 =Rs.79,953.69							
1B) @ 0.35% on Rs. 14,17,440.00 =Rs.4,961.04							
2A) @ 1.10% on Rs. 41,62,824.00 =Rs.45,791.06							
2B) @ 0.18% on Rs. 1,69,710.00 =Rs.305.48							
2C) @ 0.81% on Rs. 21,70,080.00 =Rs.17,577.65							
2D) @ 0.48% on Rs. 14,16,366.00 =Rs.6,798.56							
2E) @ 0.46% on Rs. 32,655.00 =Rs.150.21							
3A) @ 0.87% on Rs. 58,65,528.00 =Rs.51,030.09							
					Rs. 2,06,567.78		
Insurance @0.20% on Rs. 3,47,23,026.00					Rs. 69,446.05		
Service Tax @ 10% on Rs. 95,35,480.00					Rs. 9,53,548.00		
Education Cess @ 3% on Service Tax					Rs. 28,606.44		
Grand Total					Rs. 4,65,93,595.31		

1070 BX
Kolkata HS 1600

GML(51)

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Dhiman
16/5
Gms(55) - III

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Contd'2
Notes - This S/O amended on 28/07/2009
S.N. 2D amended. Printer model
CLT eP-2025n of HP make has been
amended
16/09

(2)

Other terms & Conditions are as follows: -

1. **Price** – Firm & FOR Destination.
2. **Packing & Forwarding** – Not Applicable.
3. **Excise Duty** – Not Applicable.
4. **Sales Tax** – Extra as applicable. At present, @ 4 % on Basic Price.
5. **Freight** – Extra on Basic Price as detailed above.
6. **Insurance** - Extra @ 0.20 % on Basic Price.
7. **Service Tax on AMC** – Extra as applicable. At present, @ 10 %.
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
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).

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.

Contd'3

(3)

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

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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22/05/09

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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.

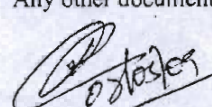
19. Submission of Bill(s) / Document(s):


(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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(5)

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. 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'.
3. Format of Performance Bank Guarantee.
4. Integrity Pact.

Yours faithfully,
for & on behalf of **CENTRAL COALFIELDS LIMITED**

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

(Sunil sahay)
Materials Manager (P)

Copy forwarded to:-

1. The General Manager (System.), CCL, Ranchi.
2. The General Manager (S&IC), CCL, Ranchi
3. The Dy.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(OP) 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. The Independent External Monitor for this contract between M/S. Vareli Tecnac Pvt.Ltd., Kolkata ; and , M/S.Central Coalfields Limited, Ranchi is :
Shri.M.N. Buch ,IAS (Retd),
B-1/403/PWO Housing Complex,
Sector-43, Gurgaon-122002(Hararyana).

This issues with the approval of competent authority and Fund noted by CFM(P&P) under the head "Other P&M" in CB 2009-10 vide No.CFM(P&P)/DHC/Other P&M/09-10/21(104) dtd 02/05/2009 amounting Rs.4,65,93,595.31 p-only.

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

(Sunil Sahay)
Materials Manager (P)

ANNEXURE-A

TECHNICAL SPECIFICATION

Description	Qty.	Compliance	
		Option - 1	Option - 2
PCs (MODEL - A)		Option - 1 Wipro make Windows model: WSG3755X Linux model: WIV3755X or latest	Option - 2 Acer make Acer Power G31 or latest.
Intel Core 2 Duo, E8300 Processor 2.83 GHz or higher, 6MB L2 cache with 1333 MHz FSB	637 Nos.	Complied	Complied
Intel G31 or higher chipset with Intel / OEM Motherboard		Intel G31 chipset with OEM mother:board	Complied
2 GB (2 X 1 GB) DDR2 RAM 667 MHz or higher, Dual Channel Support		2 GB (2 x 1 GB) DDR2 RAM 667 MHz, Dual channel support	Complied
160 GB or higher SATA HDD with minimum 7200 RPM		160 GB SATA II HDD with minimum 7200 rpm	Complied
15" TFT Monitor TCO'03 Certified		15" TFT TCO'03 certified	Complied
Mechanical Keyboard (Min. 104 Keys)		Complied	Complied
DVD Writer compatible to dual layer writing		Complied	Complied
Intel High Definition Audio		Integrated Intel 5.1 channel high definition ALC662 Audio controller	Embedded high-definition audio with 7.1-channel audio support
Integrated Graphics Media Accelerator 3100 or higher		Integrated GMA 3100	Complied
1 Fast Serial Port, 1 PS/2 Keyboard Port, 1 PS/2 Mouse Port,		1 Fast Serial Port, 1 PS/2 Keyboard port, 1 PS/2 Mouse port	Complied
1 Parallel Port, Min. 6 USB Ports (Atleast 2 Front USB Port)		1 Parallel port, 6 USB ports (2 Front, 4 rear)	1 parallel port, 8 USB (2 front, 6 rear)
Minimum 4 Expansion Slots (2 PCI, 1 PCI Express x1, 1 PCI Express x16)		4 Expansion slots (2 PCI, 1 PCI Express x1, 1 PCI Express x16)	Complied
Integrated 10/100/1000 Mbps Ethernet Controller with RJ-45 Port		Integrated 10/100/1000 Mbps Ethernet Controller with RJ-45 port	Complied
MS Compatible Optical Scroll Mouse with Pad		Complied	Complied
Monitor, Keyboard & Mouse to be of the same make as PC		Complied	Complied
The quoted model of PC should have Windows XP / Vista certified by Microsoft & also Red Hat Linux certified		Complied; Windows Logo certificate and Redhat certificate enclosed.	Complied; Windows Logo certificate and Redhat certificate enclosed.

PCs (MODEL - B)

Same as Configuration A plus	40 Nos.	Option - 1 Wipro make Windows model: WSG3755X Linux model: WIV3755X or latest	Option - 2 Acer make Acer Power G31 or latest.
17" TFT Monitor ilo 15" TFT Monitor		Complied	Complied
4 GB (2 X 2 GB) DDR2 RAM 667 MHz or higher ilo 2GB DDR2 RAM 667 or higher		Complied	Complied

(R. Chakraborty)

Dy. Chief Materials Manager (P)

(Sunil Sabay)

Materials Manager (P)

Contd'2

TECHNICAL SPECIFICATION

PRINTER			
Description	Qty.	Compliance	
A) Dot Matrix Printer or Latest of equivalent / higher Specs	456 Nos.	Option - 1	Option - 2
24 pin, 136 col, 360 cps		TVSE Make	WeP make HQ
360 cps print speed @ High Speed Draft 12 cpi.		MSP 355 or	1070+DX or
300 cps print speed @ Draft 12 cpi		latest	latest
		Complied	Complied
		Complied	Complied
		Complied	Complied

B) High Speed Dot Matrix Printer or Latest of equivalent / higher Specs	3 Nos.	WeP make HQ 1600 or latest
24 Pin, 136 Column		Complied
Print Speed :Draft @ 600 cps(15cpi) LQ @ 150 cps(10cpi)		Complied

C) HP Mono LaserJet P1505 Printer or Latest	176 Nos.	HP Mono Laserjet P1505 or latest
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D) HP Color LaserJet 2605 Printer or Latest	54 Nos.	HP Color Laserjet 2605 or latest
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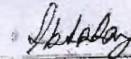
E) HP ALL IN ONE Color LaserJet CM1015 MFP Printer or Latest	1 No.	HP All in one Color Laserjet CM1015 MFP Printer or latest
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UPS		
Description	Qty.	Compliance
1 KVA off line / Line Interactive UPS	677 Nos.	Epoch make Amicom Daisy Series 1KVA
Input Voltage 140 to 300 V		Complied
Input Frequency 50 Hz +/- 5%		Complied
Output Voltage 230 V +/- 5%		Complied
Output Frequency 50 Hz +/- 0.5% (Battery mode)		Complied
Output Wave form Modified Sine wave / Quasi Sine wave		Complied
Transfer Time < 5 milli seconds		Complied
AVR Voltage 190 V - 250 V		Complied
Battery Inbuilt SMF		Complied
12 V - 7.2 AH X 4 Nos.		Complied



(R.Chakraborty)

Dy.Chief Materials Manager (P)



07/05/09

(Sunil Sahay)

Materials Manager (P)

CCL

CENTRAL COALFIELD LIMITED
(A Subsidiary of Coal India Limited)
DARBHANGA HOUSE, RANCHI - 83400
Phone : (0651) 2360606 (10 Lines)
2360123 (5 Lines), 2360608
Fax : 2360257, 2360479
Gram : COLCENT
Website : <http://ccl.cmpdi.co.in>



CGM(S&IC)/438
31/7/09
01/08/09

Amendment to Supply Order

No: 0950110010 - 030 'A'

By Regd.Post

Dated: 28/07/2009

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

Sub : **Supply of 677 nos of Personal Computers along with accessories for CCL.**

Ref: 1) This office Supply Order No: 0950110010 - 030 Dated: 07/05/2009.

2) Your letter Nos. i) VTPL/CCL/09-10/007 Dtd: 14/05/2009.

ii) VTPL/CCL/09-10/015 Dtd: 25/06/2009.

Dear Sir,

The subject supply order is hereby amended to the following extent:-

- a) Against item sl.no.2D of the S/Order under reference (1) ; Printer model of HP make CLJ CP 2025n is to be supplied with the following specification instead of existing entry.

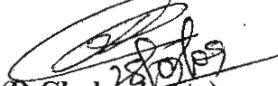
Inbuilt Network Card, Processor Speed: 540 MHz, Memory : 128 MB,
Resolution: HP Image Ret 3600, Print Speed: 21 ppm Mono & 20 ppm Colour.

- b) The Delivery Period of the Supply Order is hereby extended for one month without imposition of L.D. from the date of issue of this amendment.

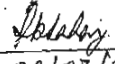
All other terms & conditions of the S/Order remain unaltered.

Yours faithfully,

for & on behalf of CENTRAL COALFIELDS LIMITED


(R.Chakraborty)

Dy.Chief Materials Manager (P)



28/07/09
(Sunil Sahay)

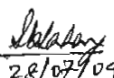
Materials Manager (P)

Copy forwarded to :-

1. The General Manager (System), CCL
2. The GM(S&IC), CCL, Ranchi.
3. The Dy Chief Materials Manager(S), C/S Barkakana.
4. The Dy Chief Finance Manager (H/Q), CCL, Ranchi.
5. The ES to CGM (MM), CCL, Ranchi.

This amendment is issued with the concurrence of CGM (Finance), CCL vide diary no: CGM(F)/911 dated 21/07/09 and kind approval of CMD, CCL vide diary no: CMD/CCL/571(F) dated 25/07/09.


28/07/09
(R.Chakraborty)
Dy.Chief Materials Manager (P)


28/07/09
(Sunil Sahay)
Materials Manager (P)

①
Office
31/7
M(S) - 17