

GM (SYS) / CCL  
 NO. 3442/R  
 Dt. 25/3/13  
 26/3/13

**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) 0651-2360198 EMAIL: [HODMM@CCL.GOV.IN](mailto:HODMM@CCL.GOV.IN)

Item Category	Firm Category	Temder Category
CONSUMABLE STORES (GENL)	Pvt.	LTE

**SUPPLY ORDER**

**BY REGD. POST**  
 Dated : 22/03/2013

No . 214011313 - 245

To,

M/s. COMPTEK INTERNATIONAL,  
 1<sup>ST</sup> Floor, Subodh Granthmala Building,  
 Pustak Path, Ranchi- 834001(Jharkhand)

Fax No. : 0651-2200819.

Sub: Supply of of Antivirus ( 269 Nos.) for 269 nos. PCs .

- Ref: 1. LIMITED TENDER ENQUIRY no. CCL/CM(MM)(P-1) /214"A"/12-13/ Antivirus/179-180  
 Dated 24 .09.2012 opened on 12.10.2012 7 & subsequent letter dtd. 16/11/12 & 03/01/2013.  
 2. Your Offer No. COMP/121011/02 dated 11/10/2012& subsequent letters dtd.  
 24/11/12, 19/12/2012 & 20/12/2012.

Dear Sirs,

We are pleased to notify our acceptance of your above referred offer for placement of formal order for supply of of Antivirus ( 269 Nos.) for 269 nos. PCs with the following terms & conditions:-

1. Scope of Supply:

	Quantity(Nos.)	269 Nos.
A.Symantic End Point Protection with 5 Sets Media 12.1 or latest license with 3 years maintenance	Basic Price	690.00
	ED + Cess(Not Applicable)	0.00
	(Not Applicable)	0.00
	P&F Charges	0.00
	F&I Charges	0.00
	CST/JVAT @5% On Basic Price	34.50
	Basic Price + VAT	724.50
	Service Tax @12.36% On Basic Price	85.28
	FOR Dest. Price	809.78
	<b>Total Extended Value for 269 nos.</b>	<b>2,17,830.82</b>
B.Symantic End Point Protection with 5 Sets Media 12.1 or latest Antivirus upgrade /maintenance license for 3 years	Quantity(Nos.)	269 Nos.
	Basic Price	600.00
	ED + Cess(Not Applicable)	0.00
	P&F Charges	0.00
	F&I Charges	0.00
	VAT	0.00
	Service Tax @12.36% On Basic Price	74.16
	FOR Dest. Price	674.16
	<b>Total Extended Value for 269 nos.</b>	<b>181349.04</b>
	<b>Total Procurement Value (A+B)</b>	<b>3,99,179.86</b>

Total Procurement value (A+B) for 269 nos. Symantic End Point Protection 12.1 or latest license with six years maintenance : Rs. 399179.86( Rs. Three Lacs, Ninety Nine Thousand , One Hundred Seventy Nine & Paise Eighty Six Only).

Contd...2/-

*[Handwritten signature]*  
 24/3



**Other terms & conditions are as follows;**

1. **PRICE** : Firm & FOR CCL Press, Ranchi.
2. **Packing & Forwarding**: NIL.To be borne by the firm.
3. **FREIGHT INSURANCE**: NIL.To be borne by the firm.
4. **Excise Duty+ Education Cess** : : ----- NIL -----
5. **VAT** : Extra as applicable. Present rate of VAT is @ 5% .
6. **Service Tax** : Extra as applicable against submission of Documentary Evidence. Present rate of Service Tax is @12.36% on Basic Price .
7. **Delivery Schedule**: Supply must be completed within Two (02) Months from the date of receipt of supply order .
8. **Payment Term** : 100% Payment within 21 days of receipt , acceptance & . Installation & Commissioning of Materials and submission of Performance Bank Guarantee for 10% of the total Ordered value valid for 75 months from the date of installation / commissioning , whichever is later.
9. **Guarantee/ Warranty**: ONE YEAR FROM THE DATE OF SUPPLY & INSTALLATION . MEDIA WARRANTY FOR 90 (NINETY ) DAYS AGAINST MANUFACTURING DEFECTS .
10. **Security Deposit**: You will have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% value of the awarded contract (Landed value) i.e. for Rs. 39,918.00./- only without having any ceiling within 15 days time from the date of supply order.
11. **PERFORMANCE BANK GUARANTEE (PBG)** :  
PBG valid for 75 months from the date of commissioning for 10% value of the equipment (along with accessories) including taxes and duties etc to the FOR Destination price of the equipment on order i.e. for Rs. 39,918.00. must be submitted before execution of supplies or along with supply bills. No payment shall be released without submission of the performance bank guarantee.
12. **Consignee**: GM(SYSTEM), CCL, Darbhanga House, Ranchi- 834 001, JHARKHAND).
13. **Inspection**:: Initial Inspection not required. However, Final Inspection will be carried out at consignee's end on receipt of material by GM(SYSTEM)/Authorized Representative of GM(SYSTEM) .
14. **Installation & Commissioning** : . Installation & Commissioning support to be provided by the supplier.
15. **Paying Authority**: The GM (Finance), CCL HQRS ,Darbhanga House, Ranchi.
16. **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 certificate in original.  
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 certificate.  
iv) Price certificate.  
v) Any other documents specified in the order.  
The consignee after verification of documents and final inspection of the materials as per the order shall forward the DRR to the Paying Authority for arranging payment within the time specified.
- 17) **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.

**18. Identification Mark :****SOFTWARE LICENSE KEY /ACTIVATION KEY/PRODUCT KEY.**

Handwritten signatures and initials, including a large signature on the left and initials 'mt3' on the right.

Contd...3/-



**19) Liquidated Damages :**

In the event of failure to deliver/dispatch of the stores within 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 any 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 be entitled to any gain on any such purchase.

This is subject to force majeure conditions.

**20. 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.

**21) 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.

**22) Special Instruction:**

- a) One copy of the challan and invoice showing Despatch details and other documents must be sent to this office and the Office of the GM (System), CCL, Ranchi to know the Despatch 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.

Contd....4/-

*nguaruz*

*2013*



No . 214011313 - 245

Dated : 22/03/2013

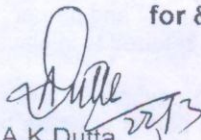
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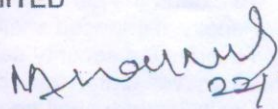
**23) Order Acceptance:** Two copies of the order are being enclosed. One copy of the order may please be returned duly stamped and signed within 15 days from the date of supply order as a token of acknowledgement and acceptance of this formal order.

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

Enclosure: (i) Bank Guarantee FORMAT.  
(ii) Terms & conditions - Annexure 'V'.

Yours faithfully,  
for & on behalf of CENTRAL COALFIELDS LIMITED

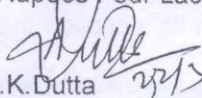
  
( A.K.Dutta )  
Chief Manager (MM)(P-II)

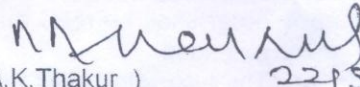
  
(A.K.Thakur )  
Chief Manager (MM)(P-III)

**Copy forwarded to :-**

1. The GM(S&IC), CCL, Ranchi.
2. The HOD(System), CCL, Ranchi.
3. The GM(Finance), CCL, Ranchi.
4. MIS Cell.
5. The ES to GM (MM), CCL, Ranchi.
6. Indent Registration No.: 214 dtd. 21/11/11 & subsequent amendment to it vide no.214"A"dtd. 26/11/11.

This is issued with the approval of competent authority and fund certified by DGM(F/PP) to the tune of Rs.4.00 Lacs (Rupees Four Lacs only) vide no. BGT/PP/P&M/DHC/CB/12-13/110/129 dated 15/03/2013.

  
( A.K.Dutta )  
Chief Manager (MM)(P-II)

  
(A.K.Thakur )  
Chief Manager (MM)(P-III)

