

UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY	
<p style="text-align: center;">Bharat Coking Coal Limited (A Subsidiary of Coal India Limited) (A GOVT. OF INDIA UNDERTAKING)</p> <p style="text-align: center;">OFFICE OF THE GENERAL MANAGER (MM)</p> <p style="text-align: center;">Koyla Bhawan, Koyla Nagar, Post: BCCL Township, DHANBAD-826005 (Jharkhand)</p> <p style="text-align: center;">Phone No. 0326-2230181 Fax No. 0326-22230183 WEBSITE:bccl.gov.in Email:gmmm@bccl.gov.in CIN: U10101JH1972G01000918</p>	
PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only
SUPPLY ORDER NO. BCCL/PUR/312297/Maintenance Contract/LTE/13-14/46/91 Dated: 30.08.14	



To,
 M/s MINESOURCE INDIA,
 Ralangi Road,(Beside India Hotel)
 Purana Bazar,
 Dhanbad - 826001

By Regd post
 (Vendor Code: 1/12/D/T/226)

SUB: MAINTENANCE CONTRACT OF LAPTOP FOR A PERIOD OF TWO YEARS

- REF:1.Our e tender no. BCCL/PUR/312297/Maintenance Contract/LTE/13-14/46 Dated: 30.12.13
 ,Cover-1 opened on 24-01-2014 (ONLINE) and Price bid opened on 28/04/14 for maintenance of
 Desktop, Laptop, Printers, Scanner for 24 months and UPS for 36 months
 2. Your offer no.MSI/AMC/388/13-14/ dated 21.01.14
 3. Our letter no. 6987 DATED 14/15.03.2014
 4. Your letter no.MSI/AMC/395/13-14 dated 24.03.2014
 5. Our letter no.321 dated 26/28.04.2014
 6. Your letter no.102 dated 24.07.2014 for validity extension

Dear Sirs,

With reference to the above, we for and on behalf of BCCL, hereby place MAINTENANCE CONTRACT on you for maintenance of Laptop for a period of 24 months (as per detailed technical specification enclosed at Annexure-A) at following price, terms and conditions:

Sl. No.	Item	NTT Sl. No.	Quantity	Maintenance period in months	Monthly maintenance charges per unit	Total value of contract
1	Laptop	3	4	24	350.00	Rs.33,600.00

- 1. PRICE:** The prices shall remain FIRM throughout the contract period.
2. Service tax: Not Applicable. If applicable during pendency of the contract, the same shall be borne by you.

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3 PERIOD OF CONTRACT: The period of comprehensive maintenance Contract for the work is two years (24 months) for Laptop. The deemed date of commencement of the awarded Comprehensive Maintenance Work shall be finalised by the General Manager (Systems) O&M, BCCL in consultation with you.

4. "**Comprehensive Maintenance**" means full service maintenance which includes loading and/or updating of installed device drivers, O.S., and anti-virus software wherever applicable, providing all spares parts, assemblies and/or sub-assemblies required for repair and maintenance of the equipment at no additional cost to ensure smooth operation of the machine(s). In case of printers the toner cartridges, ink cartridges and/or the printer ribbons, as the case may be, shall however be considered as consumables and the same, if considered necessary and approved by the General Manager (Systems) O&M, BCCL, may be provided by you on chargeable basis.

- 4.1. You are required to post adequate number of technical personnel at Dhanbad, Jharkhand, and keep available on-hand sufficient spares to provide prompt on-site support.
- 4.2 You will carry out preventive maintenance of each machine, covered in work order, at least once in every month
- 4.3 You will attend breakdown maintenance call within 24 hours of the receipt of the call from the respective user to achieve guaranteed availability as per Clause-5 below

5. GUARANTEED AVAILABILITY & PENALTY CLAUSE:

The successful bidder will ensure minimum 95% availability / uptime during normal working hours i.e. from 9:30am to 05:30pm on all working days in a month, computed on monthly average basis, for the individual machine covered in the work order issued against this tender. The availability percentage of each machine:

(No. of working days in a month x 16 – Breakdown Down Hours during a month)

$$\begin{aligned} \% \text{ Availability} &= \dots \\ &\times 100 \end{aligned}$$

No. of working days in the month x 16

In case the monthly percent availability for any machine falls below the guaranteed availability, i.e. 95%, amount of penalty will be calculated as below:

$$\begin{aligned} (\text{95} - \text{Actual Availability}) &= \dots \\ \text{Penalty} &= \dots \times \text{Rate of Monthly Maintenance Charge} \end{aligned}$$

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No additional payment will, however, be made in case the availability is more than the guaranteed availability i.e. 95%.

If the expected downtime for the breakdown machine is more than 3 working days and the successful bidder fails to make the breakdown machine operational, additional penalty @ 10% of the monthly rental shall be imposed.

6 PAYMENT TERMS:

Monthly Maintenance Charges shall be payable, after adjusting penalty if any, on quarterly basis against the bills / invoices raised quarterly at the end of each quarter which will be paid within 30 (thirty) days on receipt and acceptance of the same except for the last quarter. You will submit the following documents along with the quarterly bill to the General Manager (Systems) O&M, BCCL for arranging payment through the paying authority:

- a) Pre-receipted and stamped invoice in triplicate for the applicable Quarter.
- b) Quarterly Performance Report, indicating break-down details, if any, duly signed by respective user of the machine.
- c) The payment for the last quarter shall be released, after adjusting all outstanding dues, against the bill / invoice for the last quarter. However, you will have to submit a certificate from the user or from the representative of GM(System) O&M, indicating clearly that the machine or all the machines is/ are in proper working condition on the date of expiry of the Comprehensive Maintenance Contract.

7. **PAYING AUTHORITY:** Chief Manager (Finance) In Charge, Pay Office, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad (Jharkhand) 826005

8. **Date of commencement of Work:** The deemed date of commencement of the awarded Comprehensive Maintenance Work shall be finalised by the General Manager (Systems) O&M, BCCL in consultation with you.

9. **SECURITY DEPOSIT:** You are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the contract(value means F.O.R destination price) i.e. for Rs.3,360/Rs. Three Thousand Three Sixty Only) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad. In case you fail to deposit the same, the order shall be cancelled. If you fail to deposit the security deposit within 15(fifteen) days from the date of the supply order, the same shall be recorded as unsatisfactory

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performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. The format for BG shall be as was provided alongwith the NIT.

10. PERFORMANCE BANK GUARANTEE: You shall submit Performance Bank Guarantee (PBG) for 10% of the total value of the work order i.e.Rs.3,360(Rs. Three Thousand Three Sixty Only) for satisfactory performance of the contract on non-judicial stamp paper from a Scheduled Bank in the prescribed format which is provided as Annexure to the tender document.

The PBG shall be submitted within one month from 10th day of the work order and that the PBG should be valid from the deemed start date of the Comprehensive Maintenance Work for the contract period i.e. 24 months plus two months. The Bank Guarantee shall be released after expiry of the contract period on completion of the supplier's performance obligations under the contract, including any warranty/ guarantee / maintenance obligations, etc.

The PBG will be encashed and the proceeds shall be utilised by BCCL as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract. For this purpose, BCCL shall notify the supplier in writing of its invocation of its right to receive such compensation within 7 days indicating the contractual obligation(s) for which the supplier is in default.

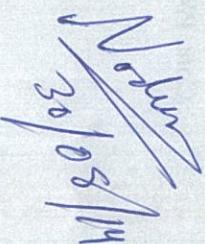
In case the you fails to submit the required bank guarantee within the stipulated time period or the confirmation of the issue of the bank guarantee by the issuing bank is pending, then the equivalent amount shall be deducted from the contractor's bills in lieu of bank guarantee and balance amount shall be only be released.

If "Bank Guarantee for Security Deposit", if applicable and you wants to convert the same into Performance Bank Guarantee, then the validity of Bank Guarantee for Security Deposit should cover the required performance period. Also, the amount of Bank Guarantee for Security Deposit should be equal to the required amount of Performance Bank Guarantee. In such case, no separate Performance Bank Guarantee shall be required to be submitted.

11. TERMINATION OF CONTRACT:

Unless otherwise communicated in writing by BCCL, the awarded Comprehensive Maintenance Contract shall, by default, stand terminated on expiry of the 24-month contract period beginning from the deemed start date.

12. Suspension, Cancellation & Foreclosure of Contract : BCCL shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the supplier :


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- a) Commits default/breach in complying with any of the terms & conditions of the comprehensive maintenance contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the officer-in- charge nominated by the consignee for this purpose,

OR

Shall offer or give or agree to give to any person in service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward to act or acts of favour in relation to the obtaining or execution of his contract for the company,

OR

Obtain a contract with company as a result of ring tendering or other non-bona fide methods of competitive tendering or transfers, subjects, assigns the entire work or any portion thereof without the prior approval in writing from BCCL or its authorized representative.

- b) Notwithstanding anything contained hereinbefore, if you fails to perform its contractual obligation and/or make breach of the contract in any form and/or make delay in progress and if BCCL is of the opinion that you are not in a position to complete the work as per the contract, in such case BCCL shall be entitled without prejudice to its right to fulfilment, to engage other at the risk and cost of you and to claim the difference in price and adjust/recovery thereof from the dues of security deposit or the performance bank guarantee or to recover/adjust from the dues of you from BCCL or from other subsidiary company of Coal India Limited, Kolkata.

The contract shall stand terminated under the following circumstances:

- a) If you under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- b) On cancellation of the contract or on termination of the contract, the BCCL or its authorised representative will have the powers :
- To determine the amount to be recovered from you for completing the remaining period of work or in the event of the remaining work is not to be completed the loss/damage suffered, thereof, if any, by the company, after giving credit for the value of the work executed by the supplier up to the time of cancellation less on a/c payments made till that date and value of contractor's materials etc. taken possession by BCCL after cancellation of the contract.
 - To recover the amount determined as above, if any, from any money due to you on any account or under any other contract and in the event of any shortfall, you shall be called upon to pay the same on demand.

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13. Location of work with laptop details: As detailed in Annexure -A.

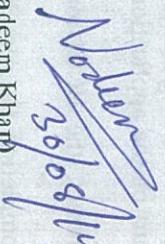
14.FORCE MAJEURE CLAUSE: If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL 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.

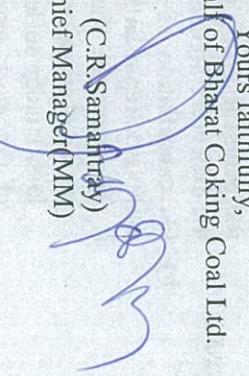
15.PRICE-FAIR CLAUSE: The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which you shall sell or offer to sell the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

16.LOWEST PRICE CERTIFICATE: You should submit a certificate along with bill as stated below: "The rates of the stores under this contract are the lowest at which we are selling to any other Customer / Govt. Deptt/ Subsidiaries of CLI/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date."

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.


(Nadeem Khan)
Astt. Manager


(C.R.Samantray)
Chief Manager(MM)

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INDENT & BUDGET CERTIFICATION REFERENCE		BC & F.C. No. with date
Indent no. and date		
I.R. 312297/12-13 dated 29.03.13	Revenue BC SI No.26 and FC no BCCL/REV/CM(FIN)PAY,I/C,FC/14-15/EDP DEPTT./HIRE CHARGES OF COMPUTER/18 DATED 27.08.14 for Rs.15,306.00	
		Advance Revenue budget for FY 2015-16 to 2016-17 communicated vide letter no.BCCL/FIN(C&B)/14/D/132 Dtd.20.08.14 of Dy. GM(F)C&B,BCCL addressed to GM(MM) for Rs.11,882.84/- and letter no. BCCL/FIN(C&B)/13/D/337 Dtd.21.01.13 of Dy. GM(F)C&B,BCCL addressed to GM(System) for Rs.25,288/- for 2015-16.

Enclo:

1. Location Details(Annexure "A")
2. Photocopy of EFT mandate

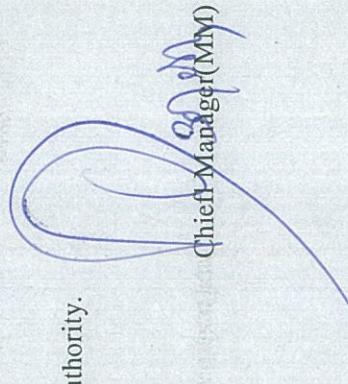
Copy to(For internal circulation):

1. GM(System), BCCL, Koyla Nagar
2. CFM(Pay) I/C, KoylaBhawan
3. Justice Ashok Kumar Chakraborty (Retd.), BB-69, Sector I Salt Lake, Kolkata - 700064
4. GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL
5. MM(Tech Cell), MM Div, KoylaBhawan
6. Master File/Office Copy

This issues with the concurrence and approval of the competent Authority.



Asit. Manager(MM)



Chief Manager(MM)

Annexure - A

Item	Item Brand/Make	Model	Location	Quantity
Laptop	Dell	TM Studio 15	CVO OFF: HQ	1
	Lenovo	Thinkpad (R series)	D(P) OFF:HQ	1
		Thinkpas (T-Series)	D(T)-OP,HQ	1
			CMD OFF.HQ	1

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Astt. Manager(MM)

Chief Manager(MM)

