


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: KoylaBhawan, Koyla Nagar Dhanbad-826005 CIN : U10101JH1972GOI000918</p>		<p>Office of the General Manager Materials Management Department Level-III, Commercial Block, KoylaBhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in</p>
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Purchase Order

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/ 712268/TS(survey)/15-16/179

Dt. 28.11.2015

To,

M/s Elcome Technologies Pvt. Ltd.

Elecome House,A-06, Infocity

Sector-34, Gurgaon-122002(India)

Email : etpl@elcometech.com

PAN - AAACE7023Q

Fax No:-01244122200,03327063697

VENDOR CODE:- 1/26/M/S/002

Sub. : Supply of 11(eleven) nos. of Total Stations with other accessories, 7(Seven) nos. of Plotters and 7(seven) nos. of Computers with UPS and Survey software along with comprehensive annual maintenance contract for three years after warrantee period .

Ref :i)This office Tender Enquiry no. BCCL/PUR/712268/TS(Survey)/Global/13-14/139 opened on 21.05.2014 (on line).

ii) Your offer no. ETPL/SL/K/BCCL/ETS/14/160 dtd 15.05.2014(Bidder id no. 3454 dtd16.05.2014)with a letter of authorization by following Principals

a) M/s Leica Geosystems AG, Switzerland, for Total Stations with Accessories. vide letter dtd 5th May,2014.

b) M/s Cyber Power system for online UPS dtd 9th May,2014

c) M/s Hewlett- Packard India Sales Pvt Ltd (HP) for plotter and IT requirements and subsequent correspondences on the above Subject and your last letter dated 26.11.2015.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASEORDERon you for supply, installation &commissioning of11 nos. of Total Stations with accessories , 7 nos of Plotters and 07 nos. of Computer with on line UPS and compatible LISCAD Survey Softwarewith Comprehensive Annual Maintenance Contract (CAMC) for three years after warrantee periodas per the specification, rate, terms and conditions given here under

Scope of Supply:

S.N.	Item Description	Qty. in nos	Unit price in Rs.	Extended value in Rs.
1	Electronic Total Station with accessories	11	Rs.15,20,000.00	16720000.00
2	Plotters	7	Rs.4,10,000.00	2870000.00
3	Computer with UPS & LISCAD Survey Software	7	Rs.3,83,000.00	2681000.00
	Detail technical specification enclosed as annexure-A	Sub total		2,22,71,000.00

(Signature)

		<p>their entire satisfaction.</p> <p>However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.</p> <p>The payment for CAMC charges shall be made as detailed in Annexure-A</p> <p>Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS).Bank detail enclosed..</p>
09	Delivery Schedule	<p>Within 60 days from the date of receipt of order. Delivery schedule shall be reckoned from the 10th day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Safe arrival of materials up to destination is responsibility of the supplier.</p>
10	Guarantee/ Warranty	<p>The equipment should be guaranteed for satisfactory operation and performance for a period of 1(one) year after successful installation and commissioning of the equipment. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100 % free of cost without any extra cost of BCCL.</p>
11		<p>L.D. Clause cum risk purchase clause</p> <p>The delivery of stores stipulated in 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 . No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:</p> <p>a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) 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 1.5% at the discretion of Head of the Materials Management Division .</p> <p>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 cancelling the supply order in respect of consignment not yet due for supply or</p> <p>c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also</p> <p>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.</p> <p>e)To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f)to forfeit the security deposit full or in part.</p> <p>g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating , in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. Or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.</p> <p>Price Fall Clause)The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.</p> <p>ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(M/M),Bharat Coking Coal Limited , Commercial Block , Level-III , KoylaBhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the</p>




	supplier.	
12	Model & make	Indicated at Annexure-A for all the items.
13	After Sales Service	The firm will extend after sales service to the end user.
14	CAMC	Term and conditions should be as detailed in Annexure-A. It comes in to force just after expiry of warranty period, CAMC will be operated by HOD (Survey), BCCL, Dhanbad
15	Auditor's certificate	A certificate from your auditor certifying that You have paid custom duty as per prevailing custom rate and refund if any shall be passed on to the buyer should be submitted along with supplies/bills.
16	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad.
17	Paying Authority	HOD(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., KoylaBhawani, Koyla Nagar, Dhanbad.
18	Inspection	Final inspection by consignee end by HOD(Survey) or his authorized representative.
19	Performance Bank guarantee	You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value of the ordered items and CMC charges (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any). The performance guarantee shall be submitted in the form of Bank Guarantee issued by a scheduled Bank /Nationalised Bank on non judicial Stamp paper valuing Rs. 250,00. The Bank Guarantee shall be valid for three months beyond the expiry of the entire period of warranty (ie one year warranty period and 3 years CAMC) ie till completion of CAMC period. It shall have to be submitted to MM Division, BCCL, KoylaBhawani on or before commencement of supply.
20	Force Majeure Clause	<p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / 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. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , 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 authority , 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 , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.</p> <p>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 BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>
21	Security Deposit	You have to deposit as Security money 10% of the order value of the awarded contract including Taxes, duties and other charges if any , FOR destination basis with CAMC charges without having any ceiling limit in the form of DD/Bank guarantee within 15 days from the date of order. The BG should be valid for a period of three months beyond the delivery schedule. If successful bidders fail to deposit the security deposit within 15 days from the date of order the same shall be recorded as unsatisfactory performance for future dealing apart from taking any other penal action as may be deemed fit by BCCL.SD shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract

(Signature)

		and/or failure of execution of contract, the Security money shall be forfeited The bank guarantee should be submitted on Rs.250/ non judicial stamp paper . You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt.Under Taking / Deptt and others organizations
22	Price Certification	
23	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
24	Import documents	You shall furnish the following import documents along with final bill for import items a) Copy of original packing list/invoice b) Copy of bill of lading/Airwaybill c) Copy of bill of entry d) Certificate from the principal for genuineness of the supplied items. The original of above documents should be available for verification if demanded by the consignee.
25	Inspection & test clause	i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. iii)If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
26	Submission of Bill	Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Packing list , Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority.


ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B.:- This issues with the approval of BCCL Board of Directors in the 318th meeting held on 21.09.2015 which has been communicated by Company Secretary vide reference no. BCCL:CS:F-1(A):367 dtd 10.10.2015. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

Encl : Annexure-A (Technical details)&PBG & SD Format


(A K Sinha)
Sr. Manager (MM)

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


(A K Chaudhary)
GM (MM)Pur

INDENT REFERENCE:- This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.												
BCCL/CS/F-Instrument/Indent/12/147 dtd 02.03.2012 IR no. 713274dtd03.01.2014	<p>i) BCCL/C & B/ CAP/ Reg. PN-14/SNI13/eBC no. 2360 (Cap 15-16) dated 16.11.2015 head P&M , GM (MM) for Rs 2,27,34,088.00 (Rupees Two Crore Twenty seven lakh thirty four thousand and eighty eight only)corresponding e-FC No: 1186dated 19.11.2015for Rs 2,27,34,088.00.</p> <p>ii) Advance Budget of Rs. 43,79,625.00 (Rs forty three lakh seventy nine thousand six hundred twentyfive only) towards CAMC for Total station, plotters computers ups and others for Survey deptt during 2016-17 to 2019-20 with year wise breakup is given below:</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>2016-17</td> <td>235980.00</td> </tr> <tr> <td>2017-18</td> <td>1459875.00</td> </tr> <tr> <td>2018-19</td> <td>1459875.00</td> </tr> <tr> <td>2019-20</td> <td>1223895.00</td> </tr> <tr> <td>Total</td> <td>43,79,625.00</td> </tr> </tbody> </table>	Year	Amount in Rs.	2016-17	235980.00	2017-18	1459875.00	2018-19	1459875.00	2019-20	1223895.00	Total	43,79,625.00
Year	Amount in Rs.												
2016-17	235980.00												
2017-18	1459875.00												
2018-19	1459875.00												
2019-20	1223895.00												
Total	43,79,625.00												

Copy to:

1. Depot Officer, Ekra Central Store. (A/c Survey deptt, BCCL)
2. HOD(F)MM, Purchase Finance Department, KoylaBhawan.
3. GM(CMC), KoylaBhawan.
4. HOD(Survey) , BCCL HQ , Dhanbad
5. Co. Secretary : BCCL HQ: It issues as per approval of BCCL Board of Directors communicated vide ref no. BCCL:CS:F-1(A):367dtd10.10.2015 of Co Secretary agenda item no. 318.3Z of 318th BCCL Board meeting held on 21.09.2015
6. MM(Tech Cell), MM Div, KoylaBhawan.
7. IEM: Shri NareshChaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091 8.
8. Master File/Office Copy.
9. a) M/s Leica Geosystems AG,Heinach-wild-strasse,CH-9435 Heerbrugg,Switzerland
(By air mail) -In reference to your letter dtd05.05.2014 ,
b) M/s H P India Sales PvtLtd, Delf IT park Block-AF, Tower-C, 1st floor, 8 8 Major Arterial Road, New Town, Rajarhat, Kolkata-700156-in reference to your letter dtd 02.05.2014
c) M/s Cyber Power Systems India PvtLtd, MittalCommercia, B wing, 5th floor, Row-506, Mittal Estate, off AndherikuriaRoad, Mumbai 400059 in reference to your letter dtd 9.05.2014
10. GM(MM)/GM(MM), CCL, NCL/WCL/SECL/MCL/ECL


SM (MM)


GM (MM)

Annexure-A

Technical Specification and schedule of requirement:

Scope of Supply		Technical Specification and schedule of requirement:	
Sl no.	Description of Item	Specification Parameter	Unit of Measure
1	ELECTRONIC TOTAL STATION WITH ACCESSORIES, Make/model - (LEICA ETS model TS11, R1000)	TOTAL STATION Specification	Nos.
		Angle measurement (Horizontal & Vertical):	
		Display Resolution (Least Count)	0.1-1
		Standard deviation / Accuracy	1 or less
		a) Distance measurement with prism:	
		(i) With single circular prism	Mtr
		(ii) Distance measuring accuracy (+/- 2mm + 2ppm X Distance measured in Mtr)	3000 or more
		b) Distance measurement without prism:	
		(i) Without prism or reflector less	Mtr
		(ii) Distance measuring accuracy (+/- 5mm + 2ppm X Distance measured in Mtr)	1000 or more
		Magnification of telescope:	Multiply Factor (X)
			30 or more
		Display (VGA true Graphic LCD Color TFT display with touch screen* (Optional*) & illumination, display of detail map including point, line and polygon features measured during field survey with facility to zoom in and out.) Both side display	
		Keyboard: Alphanumeric Keyboard with functional keys and user defined Hotkeys for quick access to specific functions, codes etc. Availability of keyboard on both sides WITH availability of Hotkeys at one side.	
		Drives (Horizontal And Vertical): 360 Degree Endless	
		DATA format: Data (16 digit format) with facility to convert them to ASCII format or any other user defined formats (Excel / Notepad etc).	
		Data Storage: The instrument should have facility of internal memory of 500 MB and also to store data in non-volatile media like SD card of 1GB or USB pen drive of 1GB or more.	




Coding: Instrument must have facility to use "Free coding" in user defined formats with optional attributes; "Thematic coding" with Points, Lines & Polygon features and also "Quick Coding" for quick access to feature codes.

Inbuilt Survey & Application Programs: Instrument must come with built-in survey application programs like "Survey - for general topographical survey, Remote Elevation Measurement, Station Setup in different methods, Stakeout - for laying out points, and COGO - for Inverse, Intersection calculations etc. Display of detail map while working in field. In built LASER plummet ie Tilt SENSOR.

Data down loading: Instrument should have RS232, USB interface and must come complete with USB or RS232 interface cable suitable data downloading software for quick and systematic downloading of data from Total Station.

Dual axis compensator	In Min for compensat or (+/- 4')	4or more
	In Sec for setting accuracy	1or less
Shortest sighting distance	Mtr	2 or less
Bull's eye bubble (Per 6 min)	mm	2 or more
Electronic bubble (Per 1 Sec)	mm	2 or more
Plummet (Instrument &Tribrach) In-built laser plummet and Optical Plummet with magnification 2X or better fitted in the Tribrach	Multiply Factor (X)	2 or more
Working area temperature / dustproof tolerance (5 deg to + 50 deg centigrade & IP55 or better rating)		
Warranty : 1 Year from the date of supply		
AMC (comprehensive) 3 Years after expiry of warranty period		
Accessories to be supplied with each of the TOTAL STATION. All the accessories MUST be of ORIGINAL INSTRUMENT MANUFACTURER, Only Except Survey Umbrella.		
Wooden telescopic tripod (With each of the TOTAL STATION)	Nos.	3
Tribrach for laser plummet (With each of the TOTAL STATION)	Nos.	1
Tribrach with optical plummet (With each of the TOTAL STATION)	Nos.	3
Circular Prism	Nos.	3
Telescopic Prism Pole extendable up to 2.15 meter or more (With each of the TOTAL STATION)	Nos.	3
Prism Carrier (With each of the TOTAL	Nos.	2

2	<p>PLOTTERS Make HP plottersmodel DesignjetT1300</p>			<p>STATION) Rechargeable Plug-in battery to last for at least 5-8 hours each (With each of the TOTAL STATION) 2 Intelligent charger with suitable adapters and cables (With each of the TOTAL STATION) 1 Memory card OR USB Pen Drive of capacity 1GB or more. (With each of the TOTAL STATION) 2 Data down loading cable and software (With each of the TOTAL STATION) 1 Manuals (1 no. each in hard copy and soft copy)(With each of the TOTAL STATION) 1 Bipod / Pole stand (With each of the TOTAL STATION) 1 Instrument Cover, Case for carrying accessories (With each of the TOTAL STATION) 1 Survey umbrella (large size) (With each of the TOTAL STATION) 1 You have to provide after sales service facility, like AMC, You have to provide free training to the users (theoretical and practical) in two phases at least for 7 days in each phase.</p>
2	<p>PLOTTERS Make HP plottersmodel DesignjetT1300</p>			<p>Plotter specification & Nos. 7 Technology:- Thermal Ink Jet Technology Paper Feed system:- Sheet feed & Roll feed Roll Printer:- Double Roll, Automatic Roll feed and roll switching. Wide:- 44" (inch)or better Print Speed:- At least 1 Sqm per 2 min or better Print Resolution:- Up to 2400 X 1200 dpi Line accuracy:- +/- 0.1 % or better Memory:- Standard 32 GB (virtual) or above, Hard disk Standard, 160 GB or above Ink type:- Ink types Dye-based (C, G, M, pK, Y); pigment-based (mK), Ink colours 6 (cyan, grey, magenta, matte black, photo black, yellow) Ink colours:- 6 (cyan, grey, magenta, matte black, photo black, yellow) Paper / Media Type:- Bond and coated paper (bond, coated, heavy weight coated, super heavy weight plus matte, coloured), technical paper (natural tracing, translucent bond, vellum),film (clear, matte, polyester) ----- Weight 60 to 328 GSM ----- Sheet Size 210 X 279 to 1118 X 1676 mm</p>

----- Roll Size 910 to 1118 X 50 Mtr.	
----- Thickness up to 0.8 mm	
Cutter:- Automatic Cutter	
Job Delivery:- Job Submission Driverless	
Maintenance Software:- Compatible	
External HDD support:- Yes	
Direct Printing from PDF, PPT:- Yes	
Cartridges:- 6 Colour cartridges	
Interface (Printing Media):- USB 2.0 and Gigabit Network	
Storage temperature:- 20 to 50 Deg Centigrade.	
Humidity tolerance:- upto 95%	
Warranty:- 1 Years on side from the date of installation.	
Comprehensive AMC:- 3 Years after expiry of warranty period	
3	Computer (PC), (make- HP), UPS(online)(make- Cyber power) with Survey Software (Liscad) compatible with Total Station.(Specification and parameters):- Computer(PC) Nos. 7 (each)
Processor:- Intel core i5	
Speed with cache:- 3.06GHz, 4MB, 2C hertz's	
Chipset:- Intel® Q57 Express Chipset or higher	
Operating System Options:- Microsoft Windows 7 professional or higher	
VGA:- Intel H55 Express chipset or higher	
LAN:- Gigabit Ethernet 10 / 100 / 1000 MBPS	
Memory:- 8GB Dual Channel DDR3 – 1333 MHz	
HDD:- 500 GB SATA (3.0 GBs RPM)	
Graphic Options:- Integrated Intel Graphics Media Accelerator HD 1 GB NVIDIA or better	
CD & DVD Drive:- 16 X CD DVD + / - RW Drive	
Audio:- Integrated 5.1 channel capable	
Mouse:- USB Optical mouse	
Keyboard:- Standard Multimedia Keyboard with Indian Rupee Symbol or better	
Monitor:- TFT 22" or better	
Chassis Options:- MT	
Operating System:- Genuine Windows 7(R) professional or higher	
Storage temp.:- 20 to 50 Deg Centigrade.	
Humidity tolerance:-upto 95%	
Network:- 10/100/1000 Mbps Auto-sensing Ethernet with RJ-45 Port	

Signature

Warranty:- 1 Years on side from the date of installation	
AMC:- 3 Years after expiry of warranty period	
Original Intel motherboard or OEM Motherboard with the PC manufacturer's name embossed on the motherboard.	
Energy Star Compliance Certificate to be provided	
To be compatible with the storage device of TOTAL STATION	
UPS	Nos. 7
CAPACITY 3000 VA on line or higher	VA 3000VA
Voltage Range INPUT 160-270 Volt	Volt 160-270V
(Batt. Mode) +/- 10% +/- 5%	
Frequency (Input and Output) 50Hz +/- 4%	
Output Voltage: 220 to 240 Volt	Volt 220-240 V
Battery Type & Number: 12V / 26AH — 8 Pcs or better	
Backup Time: 30 min typical (with 1 PC, Plotter & Total Station)	
Warranty: 1 Years on side from the date of installation	
AMC: 3 Years after expiry of warranty period	
License of Technical Software for processing of field DATA and preparation of plan, must having the following modules / facilities	Nos. 7
Computation Module.	
Input-output Module.	
Adjustment Module.	
Transformation Module.	
Modeling Module.	
Volume Computation Module.	
Profile Module, Contouring, Interpolation.	
Cross Section and Long Section.	
Alignment Module.	
CAD Module.	
Data Import / Export in user definable format (e.g. ACD, XLS, Notepad etc).	
3D / Graphic View.	

Car *William*

4	<p style="text-align: center;">COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR TOTAL STATION & ITS ASSASSORIES, COMPUTER, PLOTTER & UPS etc :</p> <p>1) Terms of Comprehensive AMC, and Downtime penalty is detailed as under :</p> <p>a) Half-yearly preventive maintenance and calibration checking at User's premises.</p> <p>b) Any number of breakdown maintenance and calibration servicing if required in case of breakdown the user shall communicate to the supplier by telephone/FAX/e-mail giving the nature of faults faced with machine generated code, if any. The supplier should attend the equipment at user's premises at the earliest possible time not exceeding 5 days.</p> <p>c) In case the equipment needs to be taken to the service centre for breakdown maintenance or for any other reason, it shall be the responsibility of the supplier and user shall bear no financial implication in the regard.</p> <p>d) The rate of the CAMC shall be quoted in lump sum basis in Indian Rupees and not in terms of percentage of equipment cost. The rate shall have be firm throughout the three years period of AMC.</p> <p>e) The aim of the AMC is to maintain at least 90% availability of the equipment for its satisfactory working. In case availability falls below 90%, a down time penalty on pro-rata basis will be imposed as per laid down terms and conditions given in DOWN TIME PENALTY below separately.</p> <p>f) It will be the responsibility of the supplier to contact BCCL and enter into the agreement well before expiry of the Warranty period.</p> <p>g) On the basis of requirement the equipment may be deployed at our different Areas/ Collieries under administrative control of Bharat Coking Coal Ltd.</p> <p>h) Detail terms and conditions of the AMC will be prepared on the basis of discussion & mutual agreement between user and supplier, without changing the above terms in principle.</p> <p>2) The party shall guaranty 90% availability (uptime) for the equipment for satisfactory working.</p> <p>3) The machine downtime will be reckoned only for the working days of BCCL. For example, if equipment remains under breakdown for 10 days in which 3 days are holidays then effective breakdown days will be considered as 7 days.</p> <p>4) Breakdown period in days will start from the day of reporting breakdown to the party by telephone/FAX/e mail and it is handed over to the user in working conditions.</p> <p>5) The availability percentage will be calculated for each half year i.e. six monthly. Penalty will be imposed on pro-rata basis, if the availability falls below 90%. Thus Penalty = (90% - actual availability %) X (AMC charge)/2)/90%</p> <p>6) No bonus or additional sums shall be payable if the availability is more than 90%.</p> <p>7) Actual availability percentage for each equipment will be calculated as follows : - [(No. of working days during half year - Effective breakdown days during the half year) X 100] / No. of working days during half year = Actual availability</p> <p>8) Penalty for the half year will be calculated basis of the table below : Availability % percentage (rounded) Penalty 90% and above Nil 75 % to 90 % ,As per calculated 2,4 &6 as above 50% to 75 % , Double the calculated amount as per rate calculated in 3,5&7as above Below 50% , No AMC payment for that half year.</p>
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<p>9) Payment terms for "maintenance Charges (MC)"/Paying Authority :</p> <p>i) The half yearly MC bills (being the pro rata amount for six months of the 'Annual Maintenance Charges') along with the 'Service Report' for the preceding six months and the 'Completion Certificate' from the concerned Head of the user department (Area Survey Officer of the Area) shall be raised after the completion of each half year which will be paid by cheque after receipt and acceptance of the same.</p> <p>Penalty Charges for the preceding six months, if any, shall be recovered from the half yearly bill.</p> <p>During the "Contract Period" no interest is payable on any amount whatsoever to the successful Bidder/Supplier if any.</p> <p>ii) <u>Paying Authority: HOD (F) (Pay), BCCL, Dhanbad.</u></p>
<p>10. Commissioning and installation will be done by supplier free of cost.</p>


SM (MM)


GM (MM) Put

BANK Detail

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s M/s Elcome Technologies Pvt. Ltd. Elecome House,A-06, Infocity Sector-34, Gurgaon-122002(HR) (India) 01244122222,Fax 01244122200
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Kotak Mahindra Bank Ltd
	B.BRANCH NAME:(Including RTGS Code)	Connaught place,VYSA0005030New Delhi 110001
	ADDRESS:	Connaught place, New Delhi 110001
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	IFSC code- SYN00009520 MICR code 110064003
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Account Type - Current
	E.LEDGER NO./LEDGER FOLIO NUMBER:	PAN : AAACE7023Q
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	A/C No.503044011651




Format of Bank Guarantee for Security Deposit
(RS.250 non-judicial stamp paper)

Messrs -----, a Company having its office -----dated ---
----- (hereinafter called the Contractor) has entered into a Contract No. -----

----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called BCCL,

Buyer) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of -----
equivalent to 10% of the value of order by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at -----has at the request of Seller agreed to give the guarantee hereinafter contained.

We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

We, -----, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----(date to be given), we shall be discharged from all liability under this guarantee thereafter.

We, -----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, -----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7. The Bank has under its constitution power to give this guarantee and -----
----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated : -----, 20 -----of -----
-----, Bank Limited.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :
Name of the Branch :
Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

Signature of the authorised person for and on behalf of the Bank

FORMAT OF PERFORMANCE BANK GUARANTEE
(RS.250 non-judicial stamp paper)

Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----dt.-----
----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply
equipment/accessories on the terms and conditions in the said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be made to the seller in
the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent
to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of
the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by
reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to give the guarantee
herein after contained.

We,----- Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any
demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or
would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions
contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank
shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment
on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration
proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under this
guarantee shall be restricted to an amount not exceeding -----.

We,----- Bank Ltd., further agree that the guarantee herein contained shall come into force from the date
hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and
that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid
and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried
out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in
writing on or before the -----(date to be given-----months from the date of Bank Guarantee) we shall be
discharged from all liability under this guarantee thereafter.

We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our consent and without
affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of
performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers
exercisable by the purchaser , against the said seller and to forbear or enforce any of the terms and conditions relating to the said
contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller
or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any
such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us.
The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the
period specified above , the bank shall pay to this purchaser the said sum of ----- or such lesser sum as may than be
due the purchaser and as the purchaser may demand.

We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of
the purchaser , in writing.

The Bank has under its constitution power to give this guarantee and Mr.-----Manager , who has signed it on behalf
of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank
with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :

Name of the Branch :

Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person

for and on behalf of the Bank