



## Eastern Coalfields Limited

(A Subsidiary of Coal India Limited)

Office of the Chairman-Cum-Managing Director

Materials Management Department - Purchase wing

Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

Telefax : 0341-2522061, email: mmecl@rediffmail.com

website: [www.easterncoal.gov.in](http://www.easterncoal.gov.in); CIN - U10101WB1975GOI030295

**Purchase Order # 05884139 (40)**

**Date: 27/11/2014**

To,

M/s Namrata Enterprises.

21(56), G.T. Road.

Opp. City Bazar.

Asansol -713301.

**Type of Tender: Limited**

**Whether Govt. /PSU: Private**

**REGISTERED POST**

**Ph. No. 0326-2202899**

**Mob. 9434021251**

**E-mail: amitava@namrataenterprises.com**

Dear Sir,

Sub: Formal Order for Supply & Installation of Black & White Photo-Copier Machine

Ref: i) Our limited-tender No: ECL/PUR/81415002/L/Photocopier Machines/043 opened on 16/06/2014.

ii) Your offer No: NE/EQ/ASN/27/14-15 Dated 14/06/2014.

iii) Your Letters ending with letter No: NIL Dated 21/08/2014.

Please arrange to supply the following materials as per terms and conditions mentioned below & Annexure enclosed.

Sr. No.	Description	Qty (Nos.)	Price Elements.	Unit Price (Rs)	Extended Price (Rs.)
1	<b>Multifunction Black &amp; White Copier with features of Print &amp; Scan.</b>  <b>Model : SAMSUNG K2200</b> <b>Make: M/s Samsung India Electronics Pvt. Ltd.</b> <b><u>Detailed technical specifications and Catalogue attached as Annexure X &amp; Y respectively</u></b>	9	Basic	29,100.00	2,61,900.00
			E.D.		NIL
			VAT @14.5 %		37,975.50
			P & F		NIL
			Freight		NIL
			Insurance		NIL
			<b>Total</b>		<b>2,99,875.00</b>

**Rupees –Two Lakhs Ninety-Nine Thousand Eight Hundred Seventy five only.**

### **Terms and Conditions**

01. **Rates:** The above rates are on FOR Destination door delivery basis and firm. Rate shall not be subject to any escalation till completion of supply. You shall have to certify on your bills that the rates charged by you are not higher than that as applicable to DGS&D and all other Govt. Undertakings including CIL and its subsidiaries.

02. **Excise Duty:** Not applicable.

03. **Sales Tax/ VAT:** Sales Tax shall be payable extra as applicable. Present rate quoted by you is 14.5%.

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04. Consignee : GM(E&T),ECL-HQ,Sanctoria,PO:Dishergarh,PIN-713333,Dist-Burdwan(WB)

05. Paying Authority : General Manager(Finance)-In-Charge, ECL Hqrs., Sanctoria, P.O. Dishergarh - 713333, Dist. Burdwan (West Bengal). E-Mail Id:billeclhq@gmail.com

06. Payment Terms : 100% payment will be made within 21(Twenty One) days of receipt, acceptance and installation of the materials at consignee's end or submission of bills together with documents stipulated in the order whichever is later.

**Payment would be made through e-payment, the details for which are as under:**

01) Name of the Payee in Block Letters.	M/s Namrata Enterprises.
02) Address	21(56), G.T. Road. Opp. City Bazar. Asansol -713301.
03) Bank A/c No. of Payee	538585294
04) Name of the Bank	Indian Bank
05) Name of the Branch and Branch Code	Dhanbad Branch 00597
06) PAN Card No. of Payee	ACUPG 9152F
07) Indian Financial Service Code (IFS Code)	IDIBOOD 021

07. Packing and Forwarding Charges: NIL.

08. Freight and Transit Insurance Charges: NIL.

09. Installation and Commissioning and Training: Should be done free of cost. Demonstration of the machine at the site is a must during installation. If training is required to be done as per the manufacturer's guidelines, the same to be done/shown free of cost at the time of Installation & commissioning.

10. Despatch Instruction: Materials suitably packed to prevent loss/damage during transit should be despatched by road to consignee on freight paid basis.

11. Delivery: Should be made on FOR destination (door delivery) basis and to be completed within 3(Three) weeks from the date of receipt of the Purchase Order. Date of receipt of order will be reckoned as 10<sup>th</sup> Day from the date of issuance of the order.

No materials should be dispatched after expiry of scheduled delivery period unless formal extension is issued by this office. Despatch of any materials beyond the scheduled delivery period shall be at your sole risk and cost.

12. Guarantee/Warranty: The offered materials must be guaranteed against bad workmanship, defective materials, correctness of the parts and unsatisfactory service for a period of 18 months from the date of receipt and acceptance of materials at consignee's end or 12 months from the date of satisfactory installation and commissioning, whichever is earlier. If found defective within the guarantee period, defective materials have to be replaced by the supplier at their own cost within 30 days of getting intimation from user project or consignee. You shall give a certificate to this effect along with each supply.

13. Inspection: The materials to be supplied against the order are subject to inspection by the authority to be deputed for the purpose before dispatch, if required. The stores as received by the consignee will also be subject to inspection at consignee's end and the same shall be final and binding upon the supplier. If any stores are rejected, consignee will have liberty to:-

- Allow the supplier for satisfactory replacement of the rejected part within a specified time and supplier will bear the cost of replacement such as freight etc. and any such replacement will be without being entitled to any extra payment.
- Buy elsewhere the quantity of stores similar to those rejected at the risk and cost of the suppliers.

c) Terminate the contract whether in part or whole. Rejected part / quantity shall have to be removed by the suppliers within 15 days of receipt of intimation of rejection.

Final Inspection shall be carried out by the authorised representative of GM (E&T), ECL / HQ, after receipt of materials at the Consignee's end.

14. Manufacturer's Test and Guarantee Certificate: Manufacturer's Test and Guarantee certificate should be provided along with supply of stores.

15. Security Deposit: You shall have to deposit security money in the form of Bank Guarantee in our prescribed format (already enclosed in the tender documents) or in the form of Bank Draft of any Scheduled / Nationalised Bank payable at Asansol drawn in favour of "Eastern Coalfields Limited" for 10% (ten percent) of the ordered landed value without having any ceiling i.e. Rs 29,988/..The Bank Guarantee should be kept valid till execution of the order complete in all respects but minimum validity should be for 6 months. The security deposit will be refunded to you within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited. Two weeks time shall be given in the order to you to furnish the security deposit. In case, you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you.

16. Price Fall Clause: The prices charged for the stores supplied under this contract shall in no event exceed the lowest price at which you sell the stores or offer to sell the stores of identical description to any customer during the period of contract. If at any time during the period of contract, you reduce the sale price of such stores or sell to any other customer or offer to sell to any other customer at a price lower than the price chargeable under this contract, you shall forthwith notify such reduction to us and the price payable under this contract for the stores supplied, after the date of coming into force of such reduction in sale price, shall stand correspondingly reduced. You shall also be responsible for intimating the same to us. You shall submit a certificate to this effect.

17. One copy of the despatch documents of each consignment should invariably be sent to this office.

18. West Bengal Road permit / Way Bill , if required, shall be obtained directly from the consignee.

19 Liquidated Damages: Delay in execution of order would entail imposition of Liquidated Damages as below : In case of failure to deliver the materials as per delivery period, ECL reserves the right to any or all the following:-

a) To recover from you as agreed upon, liquidated damages @ 1/2 % (half percent) of the price of any stores, which you have not been able to supply for each week or part of week during which the delivery of such store may be in arrears limited to 10% (ten percent). Where felt necessary the limit of 10%(ten percent) can be increased to 15%(fifteen percent).

b) To purchase elsewhere, after due notice to you on your account and risk, the stores not supplied or other materials of a similar description without canceling the supply order in respect of the consignment not yet due for supply.

Or

c) To extend the delivery period with or without penalty, as may be considered fit and proper. The penalty imposed shall not be more than the agreed liquidated damages referred to as clause (a) above.

Or

d) To cancel the supply order or portion thereof if ECL decide purchase of stores at your risk and cost

e) To forfeit the security/earnest money or invoke the bank guarantee received.

f) Whenever under this contract any sum of money is recoverable from any payable by you, ECL shall be entitled to recover such sum due or which at any time thereafter may become due to you in this or any other

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Contract. Should this sum be not sufficient to cover full amount recoverable, you shall have to pay to ECL on its demand the remaining balance. You shall however, not be entitled to any gain on any such purchase.

20. Annual Maintenance Contract: shall be for 5(Five) years after the expiry of guarantee/warranty period. The user dept. shall enter in contract with you from their end after completion of guarantee / warranty period at terms and conditions of the AMC format enclosed as Annexure X1(bipartite), as mutually agreed. The AMC rates per machine for 5(Five) years shall be as follows:-

AMC rate – 1st year after warranty	Rs 2,500.00
AMC rate – 2nd year after warranty	Rs 2,500.00
AMC rate – 3rd year after warranty	Rs 2,500.00
AMC rate – 4th year after warranty	Rs 3,000.00
AMC rate – 5th year after warranty	Rs 3,000.00

Service Tax during the AMC period shall be dealt as per rule and, if applicable shall be paid extra.

21. Submission of Bills:

(a) You shall submit bills (five copies) to the consignee along with the consignment and challan along with any other requisite documents, if any.

(b) The consignee shall then send SR Notes, Challan, Inspection Note and Three copies of bills (including the original) and any other requisite documents, to the Paying Authority.

Separate Bills/challans should be raised for each consignment and BC No. as mentioned in the Purchase Order should be indicated in each bill.

22. Any terms and conditions not specifically mentioned in any of the enclosures of this tender enquiry shall be governed by the “General Terms & Conditions of Supply of Stores” as mentioned in our NIT. Further, any terms and conditions not specifically mentioned anywhere in the “General Terms & Conditions of Supply of Stores”, shall be governed by the provisions of the Purchase Manual which is available in the web-site of Coal India Limited namely – [www.coalindia.in](http://www.coalindia.in)

23. Please quote purchase order no. & date in all your correspondence.

24. Duplicate copy of this order, duly signed, should be returned within 15 days as token of acceptance. If within this said period we do not receive the duplicate copy of this order duly signed, it will be presumed that you have accepted the order.

**For and on behalf of  
Eastern Coalfields Limited**

Asst. Manager (MM)

Chief Manager (MM)-IV

CC: M/s SAMSUNG INDIA ELECTRONICS PRIVATE LTD. ---- Pressman House, 3<sup>rd</sup>. Floor.  
10A Lee Road, Kolkata-700020-By Regd Post----- this order is being placed on M/s Namrata Enterprises, Asansol, against your authorization letter Ref.No: NIL dated 12/06/201

CC: CVO, ECL, HQ

CC: General Manager (E&T), ECL- HQ – the consignee

CC: GM (F) (I/C)/Sr.Manager (Fin)/ Bills, ECL, HQ- the paying authority

CC: PROGRESS CELL, ECL- HQ. This has reference to Indent No: ECL/CMD/E&M/Indent/13-14/45 dated 20.2.14 received under cover of Note sheet ref. ECL/HQ/E&M Power/Xerox M/c/PKD/02-31/ dated 20.2.14 of E&M Dep't and Indent No: NIL dated Nil received under cover of Note sheet ref. Nil dated 3.1.14 of Central Accounts Dep't and Note sheet Ref: ECL/C-5(E)/CMO Dtd.4.3.14 of CMS(I/C) Dep't

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& Indent No: ECL/SEC/Dy. Mgr.(Sec)/Misc/14/1299 Dtd.26.3.14 received under cover of note sheet ref: no ECL/Sec/Dy. Mgr(S)/Misc/14/1299 Dtd. 11.3.14 of Security Dep't and Indent No: Nil Dtd. 8.3.14 received under cover of Note Sheet Ref No: n/1 Dtd. 8.3.14 of Sodepur Central Stores and Indent Ref No. Nil Dtd. Nil received under cover of Note Sheet Ref No: ECL/C-5(E) 167 Dtd. 8.2.14 of Sanctoria Hospital and Indent Ref No. Nil Dtd. 20.2.14 under cover of Note Sheet Ref No: ECLHQ/Sr. M (Pers)/NS/24 Dtd. 6.1.14 of Pension Cell and Indent No. Nil Dtd. Nil under cover of Note Sheet Ref No: Nil Dtd. 3.4.14 of Group Gratuity Cell and Indent Ref No. Nil Dtd. Nil under cover of Note Sheet Ref No: ECL/Welfare/C-6-F/07 Dtd. 4.4.14 of Welfare Dep't. Our IC No. is 81415002 dated 07.04.14

BC has been accorded vide# CB/NM/F&F/14-15/45 Dated 25.11.14 for Rs 2, 99,875/-.

Subsequently FC No has been accorded vide No: GM (F)/Photocopier Machines/14-15/92 Dated 26.11.2014 for Rs 2, 99,875/-only.

**Annexure X1**

ANNUAL MAINTENANCE CONTRACT AGREEMENT (BIPARTITE)

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between M/s \_\_\_\_\_ having its office at \_\_\_\_\_ ( hereinafter referred to as Supplier/ Manufacturer, the party of the FIRST PART, (which expression where the context admits shall this include its successors in interest and assigns) and **Eastern Coalfields Ltd** (hereinafter referred to as The Customer / Purchaser), the party of the SECOND PART

Whereas as the Customer/Purchaser, the party of the second part, is desirous that bipartite Annual Maintenance Contract (*without consumables*) of the equipment \_\_\_\_\_ should be executed for the maintenance of \_\_\_\_\_ (Detailed name of equipment) supplied/installed at \_\_\_\_\_, against Supply Order No. \_\_\_\_\_ dated \_\_\_\_\_ of the Purchaser/Customer and has accepted the bid submitted by the supplier for the Annual Maintenance Contract (*without consumables*) & supply order terms under reference and whereas the supplier has agreed to execute the AMC on the terms & conditions as hereinafter referred to the Annual Maintenance Contract cost indicated in the supply order. (Inclusive of taxes, Duties, Levies, Octroi, Transportation, Handling, Insurance, Sales tax etc.).

And whereas the supplier in response to purchaser's tender notice No. \_\_\_\_\_ dated \_\_\_\_\_, had submitted their offer and made other Correspondence/ Communications / Negotiations.

And whereas various General, Technical & Commercial Negotiations/Correspondences took place between Supplier & Purchaser as a result of which Supplier's final offer has been accepted and whereas the purchaser has already issued to the supplier vide ref. order no. \_\_\_\_\_, which has been duly accepted by the supplier.

**NOW THIS AGREEMENT WITNESSTH & THE PARTIES AGREES AS FOLLOWS**

1. In pursuance of the agreement and in consideration of rate only as payable to the supplier shall start/ commence the work in manner as stated in agreement.
2. The parties hereunder shall respectively and faithfully abide by the terms and conditions and stipulation contained in this agreement and Perform/Discharge their part of the obligation of the agreement accordingly.
3. The agreement shall be executed within the purview of the Indian Laws.
4. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of agreement herein before referred to.
5. The two sets of agreement shall be signed and one set of agreement shall remain with the PURCHASER and SUPPLIER.
6. The supplier has agreed 05 (Five) Years Annual Maintenance Contract (without consumables) for preventive and breakdown maintenance of the supplied/installed equipment and its accessories, spares, sub-assemblies in order to ensure proper functioning of the equipment. The AMC period will start only after successful completion of Warranty period of 1 (one) year after successful installation, which is further extendable as per DOWNTIME PENALTY, Clause stipulation as under:

During warranty period of 1 year e.g. 12 months from the date of satisfactory commissioning / installation of the equipment, the user or representative of User Dep't ,ECL-HQ Sanctoria will maintain a logbook of the equipment .....which will indicate the usage of the equipment. If the availability of the equipment, during warranty period, falls below 90% e.g. assuming 329 working days in a year of 365 days, the warranty period will be extended for the breakdown days the equipment remains under breakdown below minimum 90% availability of the equipment in terms of working days.

However the total working days plus the extended warranty period days will be limited to 329 days for total warranty period.

Annual Maintenance Contract (without consumables): All the Executors have agreed the Annual Maintenance Contract (without consumables) charge in the following manner:-

Name of the Equipment & Model	AMC charge for 1 <sup>st</sup> year (in Rs.)	AMC charge for 2 <sup>nd</sup> year (in Rs.)	AMC charge for 3 <sup>rd</sup> year (in Rs.)	AMC charge for 4 <sup>th</sup> year (in Rs.)	AMC charge for 5 <sup>th</sup> year (in Rs.)

Note: Service Tax, if applicable, shall be paid extra as legally leviable. Present rate is \_\_\_\_\_.

However, the Executors have agreed that the Agreement will be initially entered for one year and shall be renewed annually thereafter and this renewal shall be mandatory both for Supplier and Purchaser/Customer.

Scope of Work: This scope of work under this agreement for AMC will be as under:-

- a) The AMC (*without consumables*) will be effective from the day after successful completion of Warranty period. During AMC period, the Supplier will have to pay four visits per year (every three month interval) for preventive maintenance while break down calls (Unlimited) will be attended within 120 hours (five Days) from the date and time of lodging of complaint with the Supplier through Phone/Fax/Person/Post/Courier/E-mail. The Complaint/Message will be send to the address / Telephone number given in this contract as well as in the supply order.
- b) If the break down is attended and rectified within 120 hours (Five Days) at our site no penalty/ deduction will be made from the AMC bill.
- c) If it is not rectified within 120 hours (Five Days) i.e. stipulated period,, deduction will be made @ double the pro-rata basis AMC charges per day from the bill after allowing grace stipulated period of 120 hours e.g. (Five Days) .
- d) If the problems are required to be rectified at the Supplier's workshop/premises, additional 7 days period will be allowed. e.g. 12 days from the date of initial breakdown report. Normal AMC charges for the additional 7 days period will be deducted from the bills of AMC on pro-rata basis. If the equipments is not made available in all respects after rectification from the Supplier's premises within 12 days, there will be provision to deduct @ double the AMC charges/day on pro-rata basis from the bills for the delayed period.
- e) The above clauses shall be effective for the main equipment and also for the all the peripheral accessories supplied by the supplier as per the supply order.
- f) The Annual Maintenance Contract will be without consumables and fitment, maintenance, repair of the equipment, supply of spares & sub-assemblies will be the sole responsibility of the Supplier for which no extra charges will be paid to the supplier by Eastern Coalfields Ltd (The Customer / Purchaser) apart from Annual Maintenance Charges.
- g) It will be sole responsibility of the Supplier to ensure that there is no discontinuation of the AMC due to Change/Re-appointment of dealer etc. User Dep't / his authorized representative will represent Customer/Purchaser for signing the agreement and its further renewal.

#### PAYMENT TERMS:

- a) No advance payment will be made to the supplier on account of the Annual Maintenance Contract. Rather, AMC charges will be paid on quarterly pro-rata basis as per ECL norms (within 21 Days) after submission & acceptance of the bills, along with copy of satisfactory service reports from customer's end.
- b) Service Tax: To be paid extra, as applicable and legally leviable.
- c) INCOME TAX and other taxes, if any, shall be recovered by ECL (Purchaser/customer) as per statutory provision. TDS certificate will be given by the ECL (Purchaser/customer) for deduction of tax.
- d) INSURANCE: It will be responsibility of the supplier to take all the insurance required for this work such as third party insurance, against accident etc. workman compensation etc. and any other insurance required for the work.
- e) SETTLEMENT OF THE DISPUTES: All disputes or differences, whatsoever arising between the parties out of this contract shall be settled by the CMD, ECL and whose decision shall be final and binding.
- f) The Supplier shall familiarize himself and fully comply with the provision of all the Acts/Rules/ Regulations and orders of the State/Central Government applicable to the work, payment of the Wages Acts, Workman's Compensation Acts, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same.
- g) Regarding Jurisdiction of the Court, the Competent Court will have jurisdiction under which working site is situated e.g. Asansol.

During AMC period the Supplier shall abide at all times by all existing labor and enactment & rules made there under regulations, notifications etc. of State or Central Govt. or Local Authorities including rules and regulations by laws that may be passed in future either by State/Central Govt. or Local Authority.

The Principal Supplier shall keep Eastern Coalfields Ltd (The Purchaser/Customer) indemnified in case any action is taken against the Purchaser/Customer by the Authority on account of contravention of any of the provision of any act or rules made there under pertaining to the supply, commissioning, and maintenance of the equipment(s) . If the Purchaser/Customer is caused to pay or reimburse such amount as may be necessary to cost or absorbed or for non-observance or the provision stipulated in the notification by law/act/ rules/regulations etc. if any on the part of Supplier then ECL, the Purchaser/Customer, shall have the right to deduct any money due to the supplier. The employee of the supplier shall in no case be treated as the employee of Eastern Coalfields Ltd (Purchaser / Customer) at any point of the time.

IN WITNESS WHEREOF the parties have hereunto set and subscribe their respective hands and seals at \_\_\_\_\_ on the date, month and year above written.

Signed and Delivered  
By the said Second Party

By the said First Party

Signature:  
Name:  
Address:

Signature:  
Name:  
Address:

In the presence of Witness

Signature:  
Name:  
Address:

Signature:  
Name:  
Address:



**ANNEXURE-X****Detailed Technical Specifications**

Speed	20/20 ppm
Resolution	Up to 600 X600 DPI
Zoom	25% -400%
Duplex(Print)	Manual
Memory	64 MB RAM
Copy Features	ID Copy/N-up copy /Book copy.
Multiple Copy	Up to 999
Paper Capacity	1X250 Sheet Paper Tray
Paper Size	A3 to A6
Paper Weight	Standard Tray:60-110 gm/m <sup>2</sup> Bypass Tray:60-163 gm/m <sup>2</sup>
Scan Speed	Flatbed
Scan Area	A3 to A5
Scanning Ratio	600 X600 DPI
Interface	Standard: USB 2.0 host/USB Device/standard Ethernet 10base -T
OS Compatibility	Windows Vista, Windows 7,Windows XP,Windows 8,Server 2003,Windows Server 2008,
Power Requirement	220vac (+/-10%),50hz.1

Asst. Manager (MM)

Chief Manager (MM)-IV