Dear Sirs

Sub: Notice Inviting Tender for supply of PC on rental basis

1. Sealed tenders, in two parts are invited by Chief General Manager (MM), BCCL, HQ, from the eligible bidders for the work as mentioned below:

Name of work:

A. Supply of 599 no. of New “Computer Systems” as per the specifications in section III of this document (MODEL-A) on monthly rental basis, for a period of 48 (forty eight) months. The “Computer Systems” will be installed at different locations (within 50 KM approx radius from Dhanbad) of Bharat Coking Coal Limited and at BCCL, Kolkata Office.

B. Supply of 113 no. of New “Computer Systems” as per the specifications in section III of this document (MODEL-B) on monthly rental basis, for a period of 48 (Forty Eight) Months. The “Computer Systems” will be installed at different locations (within 50 KM approx radius from Dhanbad) of Bharat Coking Coal Limited and at BCCL, Kolkata Office.
2. ELEGIBILITY CRITERIA OF BIDDERS: Only Manufacturers of PC, having annual turnover of not less than Rs. 100 Crores, ISO 9001 (or higher) certification are eligible to participate in this tender. However, in case the manufacturer does not quote directly, they may authorize only ONE dealer against this specific tender. This authorization certificate must be submitted along with technical bid and they shall have to stand guarantee for full technical support for the product supplied through their dealer for the entire rental contract and extended period thereof if any. The bidder must submit the Notarised copy of balance sheet and annual accounts of the company of PC Manufacturer as on 31-03-2009 along with certificate from Chartered Accountant (IN ORIGINAL) certifying the turnover for financial year 2008-2009 along with the techno-commercial bid (Part-I). In case any PC manufacturer appoints more than one dealer against this tender, then the offers of all such dealers shall be summarily rejected. Similarly a tenderer can take authorization from only one manufacturer of PC to quote for this tender. If the tenderer quotes PCs from more than one manufacturer even after getting due authorization from the PC manufacturers, the offer of all such tenderers shall be summarily rejected. However the manufacturers of other peripherals/operating system (like UPSs, Printers, operating systems) for this tender, can authorize more than one such authorized dealers/manufactures of PCs.

3. The offers are to be submitted before the closing date and time as mentioned above. Late Tenders will not be considered.

4. Tenders may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, office of the CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date of submission of the tender shall not be considered. No request for relaxation in this respect will be entertained.

5. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.

6. Tender documents/forms purchased by one firm are not transferable to another firm.

1) Tender Documents can be purchased from the office of the Chief General Manager (MM) BCCL, Koyla Bhawan, Dhanbad-826 005 (Jharkhand) or Purchase Cell, 6, Lyons Range, Kolkata 700001 or MM Cell, Coal India Ltd, 5th Floor, Core I & II, Scope Minar, Laxmi Nagar District Center, New Delhi-110092, during office hours from 10.00 A.M. to 12.00 Noon and from 2.00 P.M. to 3.00 P.M. from Monday to Friday.

2) Tender document can also be downloaded from our web site www.bccl.cmpdi.co.in The Bid submitted against tender document downloaded from the above web site shall be considered valid only when accompanied by a "Demand Draft" drawn in favor of “Bharat Coking Coal Limited” on any Scheduled Bank payable at Dhanbad preferably on State Bank of India towards the cost of the tender document indicated in NIT. Tenderers shall be solely responsible for the correctness of the downloaded tender documents. Submission of incomplete downloaded tender document will be rejected. In case the bidder is submitting the tender document downloaded from the above web site then a certificate as indicated below should be enclosed in the Part-I of the offer:

“We undertake that the tender document submitted by us is downloaded from BCCL web site www.bccl.cmpdi.co.in and is the same in contents and form (verbatim) and any deviation, if detected, at any stage, would entitle BCCL to reject our offer/bid without assigning any reason or recourse to any penal action, and would be legally binding on us.”

7. The eligible Bidders are required to deposit the requisite amount of Earnest Money as indicated above in the form of Demand Draft drawn in favor of “Bharat Coking Coal Limited” on any Scheduled Bank, preferably on State Bank Of India, payable at Dhanbad. No adjustment of Earnest Money deposit will be allowed with any previous dues/claim.

8. Techno-Commercial Bid will be opened in the presence of the attending bidders or their authorised representatives. Financial Bid will be opened only in respect of such bidders, as found in conformity with the requirements as detailed in the Techno-commercial bid for which separate intimation will be given. The tendered offer should be valid for 180 (One Hundred Eighty) days from the date of opening of Techno-commercial Bid.

9. BCCL reserves the right, without assigning any reason whatsoever, to accept or reject any bid fully or partially and to annul the bidding process and reject all bids at any time prior to award of the contract, without any obligation to inform the affected bidder/bidders of the grounds of BCCL’s action.

10. Tender Document is not transferable.
11. The tender document is divided into the following parts:
   i) Annexure ‘A’ - General/Commercial Terms and conditions.
   ii) Annexure ‘B’ - Special Terms of Contract
   iii) Annexure ‘C’ - Check List with Commercial statement check list
   iv) Annexure ‘D’ - Bid Form
   v) Annexure ‘E’ - Blank format of price bid as to be quoted by the tenderer
   (without price) for quoted models
   vi) Annexure ‘F’ - System Configuration and Technical Specifications.
   vii) Annexure ‘G’ - Format of Integrity Pact.

12. (a) The offers are to be submitted in four parts. The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. In other words it should contain the required details as per annexure A to E as stated at clause 7. However, this should not contain the price. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part I

(b) The second Part “Part-II i.e. Price Bid” should contain the details of price only. The price bid should be submitted as per Proforma enclosed as Annexure – “C”. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part II.

(c) “Part – III” [Applicable for those tenderers who will download tender documents from our web site.]

In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III ” envelope. The envelope shall be sealed, superscribed with the tender number and due date of opening and must mark “Part-III”.

(d) “Part-IV the intending tenderer must enclose the Integrity Pact format duly signed and stamped in all pages in the Part IV envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark “Part-IV”.

All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes stapled shall not be accepted.

All these four sealed envelopes i.e. “Part – I ” [Techno-commercial bid], “Part- II ” [Price bid], “Part – III ” [Requisite tender fee as indicated in the tender notice] and “Part – IV ” [Integrity Pact] should be kept in a sealed envelope subscribing with the details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.

In absence of “Part-III” for those tenderers who have downloaded the tender documents from our website and “Part –IV” envelope offer shall be rejected out rightly without any reference

13. Part - I (Techno commercial Offer), “Part – III” (Tender fee) and “Part – IV ” [Integrity Pact] will be opened on the due date of tender opening in the office of the CGM(MM), Commercial Block, L-III, Koyla Bhawan, Dhanbad –826 005 in presence of the authorized representative of the attending bidders.

NOTE.

a) Tenders not submitted in the above manner will not be accepted.

b) If tenderer disclose their price in the techno-commercial bid(Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.

The price bids i.e. Part- II of only those tenders whose Part-I is found to be techno-commercially acceptable to BCCL will be opened later on. Date and time of opening will be suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

10. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof.

11. Earnest Money:

a) An Earnest Money of Rs. 10,00,000.00 (Rs. Ten lakh only) only in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered unresponsive.

b) If it accompanies the Part-IIi(Price bid), it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

c) For unsuccessful tenderer, EMD shall be refunded immediately after finalization of the Tender.

d) The bid security may be forfeited:  
   A) if a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
   B) in case of the successful bidder, if the bidder fails; to sign the contract.

11. Security Deposit – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any scheduled/Nationalized Bank of 10% value of the order (value means F.O.R. destination price) 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 they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future
dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successful completion of the rental contract). For unsatisfactory performance and/or contractual failure the security deposit shall be forfeited. In case of BANK GUARANTEE being submitted, its validity must be three months beyond the completion period of rental contract.

13. State/Central Govt. Organization /PSU - shall be considered for exemption from submission of EMD/ Security money. Valid DGS&D/NSIC / Ancillary unit of BCCL registered (for tendered items) - shall be considered for exemption from submission of EMD/ Security money. If they can submit these documents after duly signed by Notary Public.

14. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

15. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

16. Tenders of those tenderers who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer ab initio and the action against such tenderer as per CIL rules / procure will be taken.

17. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT AND JHARKHAND HIGH COURT ONLY.

IMPORTANT NOTE:
The Bidder is expected to examine all instructions, forms terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of their offer.

1. Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the Bidding Document may contact the office of the Chief General Manager (MM), BCCL in person.

2. Amendment of Bidding Documents
   i. Any amendment incorporated by BCCL for any reason will be notified at BCCL's Web site and will be published in the leading newspapers. All the prospective bidders who have received the bidding documents should make note of it and act accordingly.
   ii. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the BCCL may, at its discretion, extend the deadline for submission of bids.

3. Documents Comprising the Bid:
The bid prepared by the bidder shall comprise the following components:
   Among other documents as specified in the tender document:
   i) Compliance and unconditional acceptance of all the General / Commercial terms and conditions of Tender Document.
   ii) Unconditional acceptance of all the Special terms and conditions of Tender Document.
   iii) Offered System Configuration and Technical specifications accompanied by
       • Duly authenticated relevant technical brochures.
       • Duly filled in Bid Form
       • Price schedule completed in accordance with the Format enclosed in the bidding documents.

4. Bid Prices
   i. The bidder shall indicate on the appropriate price schedule attached to these documents the unit prices (on FIRM and FOR destination basis), the total bid prices of the goods it proposes on rental charges under the contract.
   ii. Bidders shall quote their prices in the price schedule for each item separately, on a single responsibility basis in the following manner:
       • The price quoted should separately specify the One Time Charges and Monthly Rental Charges.
       • As regards the Indian Income Tax, Surcharge on Income Tax and any other Corporate Tax, the BCCL shall not bear any tax liability whatsoever. The Bidder shall be liable and responsible for payment of such tax if attracted under the provisions of the law. Tax deduction at source as applicable will be made as per existing rules.
       • The charges quoted should be firm and uniform till the end of the total contract period. No escalation will be allowed under any circumstances.
       • All taxes, duties etc. by Local, Municipal, Provincial, State or Central Authorities, if payable or becomes payable during the currency of contract or at a later date, will be to the account of bidder only and shall be deemed to have been included in the rates indicated for the work to be executed by the bidder. However in case of any decrease or remission on the taxes, duties included in price
during the contract, the BCCL shall be entitled to the amount consequent on decrease or remission of such taxes & duties. The BCCL shall be entitled to recover such amount from the amount due to the successful bidder/contractor.

5. **Bid Currencies:** All prices shall be in Indian Rupees only.

6. The Bidder shall furnish the following information:
   - Details of local service support facilities at Dhanabd that would be provided during the rental period.

7. **Documents Establishing Goods and Services Eligibility and Conformity to Bidding Documents.**
   The documentary evidence of the goods and services in conformity to the Bidding Documents may be in the form of literature, specifications and relevant data regarding the performance, technological competence and reliability of Hardware.
   - The Bidders are instructed to provide all technical specifications of their product in adherence to the technical specifications mentioned in Annexure - F. The specifications should be accompanied and supported by appropriate current product literature and brochures duly signed and stamped.
   - The Bidders can provide with any additional information not asked for in this bidding document, which they may feel important for this job.

8. **Language of Bid:**
   - The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the BCCL shall be written in the English language. Any printed literature furnished by the bidder written in another language must be accompanied by an English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. **Period of Validity of Bids:** Bids shall remain valid for 180 days from the date of opening of Techno-commercial Bid.

10. **Format and signing of Bid:**
   - One set of documents should contain the Techno-Commercial bid, marked "TECHNO-COMMERCIAL BID" and the Financial Bid should contain the financial bid marked "FINANCIAL BID". Each set should contain one original and 1 copy and marked accordingly. Nothing containing any reference to prices should appear in the Techno-Commercial Bid. The Financial Bid should contain only the rental rates and one-time charges for the corresponding equipment and items specified in the Techno-Commercial Bid.
   - Each page of the original and all Xerox copies of the bid shall be signed by the Bidder or a person or persons duly authorized to sign. Written power-of-attorney accompanying the Bid shall indicate the letter of authorization. The person or person(s) signing the bid shall sign all pages of the bid, except for non-amended printed literature.

11. **Sealing and marking of Bids :**
   - All the envelopes shall be sealed and addressed to the BCCL at the following address:
     - The Chief General Manager (MM),
     - Bharat Coking Coal Limited,
     - Office of the Chairman-cum-Managing Director,
     - Koyla Bhawan, Koyla Nagar, Dhanbad, PIN – 826 005 (Jharkhand).

12. **Last date for submission of Bids:** The BCCL may, at its discretion, extend this deadline for the submission of bids by amending the Bid documents in which case all rights and obligations of the BCCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. **Clarification of Bids:** To assist in the examination, evaluation and comparison of bids the BCCL may, at its discretion, ask the Bidder in writing for clarification of its bid which will be binding on the bidder.

14. **BCCL’s Right to Accept Any Bid & Reject Any or all Bids:** The BCCL reserves the right, without assigning any reason whatsoever, to accept or reject any bid fully or partly and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BCCL’s action.

15. **Notification of Award:** The BCCL will notify the successful Bidder in writing or by cable or FAX to be confirmed in writing, that its bid has been accepted.

**GENERAL INSTRUCTION TO THE BIDDERS**

(i). The tenderers are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.

(iii). Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviation are liable for rejection without making back reference to the tenderers. Offers as asked must be submitted complete in all respects.

(iv). The complete offer should be typed in the letter head of the tender (Hand written quotation will be summarily rejected). If firm’s letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers
may be used, such sheets along with other pages of the offer should be signed and stamped by company’s authorised signatory.

(v). All pages of tender documents should be signed including all enclosures submitted with the tenders except printed leaflets / catalogues and have company’s seal. This is must otherwise offer shall be rejected.

(vi). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer’s signature.

(vii) BCCL reserves the right to increase or decrease the tendered qty. against any/all the items of the tender.

(viii). The tenderer must submit separate sheet in Part I (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

(ix) Offer of those tenderers will not be considered commercially acceptable who did not successfully execute previous order placed on them by BCCL despite giving commercial notice and against whom penal action has been initiated for breach of contract.

(x) Govt./ Undertaking / Ancillary Unit of BCCL for the tendered item, are exempted from paying tender fee.

(xi) As per Center Vigilance Commission (CVC) guidelines no post tender negotiations may be held except in case of Proprietary purchase or for items with limited sources of supplies (negotiations in such case may be held with L-1/preferred L-1 vendor)

(xv) If L1 tenderer do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L-2 tenderer at L-1 rate. Similar process of counter offering L-1 rate to L-3 tenderer, L-4 Tenderer and so on and placement of order for their offered quantity subject to matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

IMPORTANT MANDATORY NOTE FOR BIDDERS IN RESPECT OF INTEGRITY PACT DOCUMENTS TO BE SIGNED:

BIDDERS ARE REQUIRED TO SUBMIT INTEGRITY PACT WITH BCCL DULY SIGNED AND STAMPED IN ALL PAPERS AS PER THE FORMAT GIVEN AT ANNEXURE - E IN ANOTHER SEPARATE ENVELOPE CONFIRMING THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE TO THEM, NON SUBMISSION OF INTEGRITY PACT AMOUNTS TO NON-QUALIFICATION AND NO FURTHER EVALUATION OF OFFER SHALL BE DONE WITHOUT ASSIGNING ANY REASON BY BCCL.

Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

End: As above 

Yours faithfully

For & on behalf of Bharat Coking Coal Limited.
1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated.

a) “The Contract” means the agreement entered into between the BCCL and the successful Bidder.

b) The “Computer Systems” means the PC(Computer Hardware), Printers, UPSs (including Batteries), other peripherals, Operating System, etc as mentioned in Annexure-F of this document.

c) “The Contract Price” means the price payable to the successful Bidder under the Contract for the full and proper performance of its contractual obligations.

d) “The Goods” means all of the equipment, machinery, and/or other material, which the successful bidder is required to rent out to the BCCL under the Contract.

e) “The Services” means services ancillary to the renting of the Goods, such as transportation, insurance, installation and any other incidental services, such as technical assistance, training, operating system. HW/SW maintenance and other obligations of the successful Bidder covered under the Contract.

f) “BCCL” means the Organization receiving the goods and services on rental basis.

g) “Bidder” means the firm (as Set out clause 2 of NIT) renting and/or selling out the Goods and services under this contract; bidder will also mean the “Supplier” of the goods and services under this contract.

h) “Installation”: Installation shall mean the power-on of the complete “Computer Systems” supplied and loading of operating system under this agreement at specified locations.

i) “Acceptance”: Acceptance means accepting the goods/equipment only after successful installation of all Hardware/Operating System as specified at Annexure-F.

1.2 Use of Contract Documents & Information: The bidder shall not, without BCCL’s prior written consent, disclose the content or any provision thereof or make use of any bid document or information enumerated therein except for the purpose of performing the contract.

1.3 Packing: The bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination at their own cost.

1.4 Transportation: Where the bidder is required under contract to deliver the goods to the destination specified, transportation of goods shall be arranged for & paid by the bidder.

1.5 Contract Amendment: No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

1.6 Price Fall Clause: The prices charged for the stores supplied under the rental contract by the supplier shall in no event exceed the lowest price at which the supplier offer to rent the stores of identical description to any other organization from date of offer till completion of the RENTAL contract. If at any time during the said rental contract period the supplier offers lower rental price of such stores to any other organization at a price lower than the price chargeable under this rental contract, the supplier shall forthwith notify such reduction to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level-III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the rental contract for the stores supplied after the date of coming into force of such reduction, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

1.7 Subcontracts: No part of the contract shall be sublet to a third party without the permission of BCCL in writing. Notwithstanding any permission granted in writing to the successful bidder to sublet any part of the contract the successful bidder shall be solely responsible for the execution of tendered jobs during the entire contract.

1.8 Delivery and Delays in the Successful Bidder’s Performance: Permissible delivery period for “Computer Systems” will be of 08(Eight) weeks and shall be reckoned from the 10th day from the date of issue of the supply order.

1.9 Liquidated Damage: The time and date of 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 in 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:
To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the total order value of this rental contract 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 15% at the discretion of Head of the Materials Management Division.

To take “computer systems” from 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 consignment not yet due for supply or

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

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 as above.

To encash any Bank guarantee which is available for recovery of the penalty or

To forfeit the security deposit full or in part.

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.

1.10 Taxes and Duties: Bidders will be entirely responsible for all taxes, stamp duties, fees, etc. borne by them in connection with delivery of goods at site including taxes and levies to be charged in connection with local transportation and incidental services and supervision of installation and commissioning.

1.11 PURCHASE PREFERENCE CLAUSE: Purchase preference for products and services of Central Public Sector Enterprises (CPSEs) shall be made applicable as per Government of India’s current guidelines.

1.12 Force Majeure:
   i) The Bidder shall not be liable for forfeiture of its security deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
   ii) For purposes of this clause “Force Majeure” means an event beyond the control of the bidder and not involving bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
   iii) If a Force Majeure situation arises, the Bidder shall promptly notify the BCCL in writing of such condition and the cause thereof. Unless otherwise directed by the BCCL in writing, the Bidder shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.13 Bidder's Obligations:
   i) The successful bidder is obliged to work closely with the BCCL staff, act within its own authority and abide by Directives issued by the BCCL on implementation activities.
   ii) The successful Bidder will abide by the safety measures prevalent in India and will free the BCCL from all demands or responsibilities arising from accidents/loss of life, the cause of which is the Bidder’s negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the BCCL responsible or obligated.
   iii) The Bidder is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
   iv) The Bidder will treat as confidential all data and information about the BCCL, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any other party without the prior written approval of the BCCL.

1.14 Delivery and Documents:
   The Bidder shall furnish the following documents to the BCCL: Original and 2(two) copies of:
   - The Bidder's invoice showing order no., Goods' description, quantity, unit rent price (which may consist of a fixed and a variable component), total amount;
   - Delivery note/packing list/lorry receipt, Insurance documents;
   - Inspection/Acceptance Certificate issued by the nominated inspection agency, and factory Acceptance report; and
   - Any other document evidencing payment of statutory levies.
Note: The nomenclature used for the item description in the invoices, packing lists and delivery notes, etc. should be identical to that used in the order. The dispatch particulars including name of transporter, LR/RR/RWB no. and date should also be mentioned in the invoices.

1.15 **Insurance:** Insurance of each material / equipment supplied by the successful bidder/supplier to be done by the successful bidder/supplier and cost of insurance of the material / equipment during transit and during operation of the contract will be on successful bidder's account.

1.16 **DISCREPANCIES AND ADJUSTMENT THEREOF:**
Any difference detected in the tender/tenders submitted, resulting from:

- discrepancy between description in words and figures, the rate, which corresponds to the words quoted by the supplier, shall be taken as correct.
- discrepancy in the amount quoted by the supplier due to calculation mistake or the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- discrepancy in totaling or carrying forwards in the amount quoted by the supplier shall be corrected.
- The tendered sum so corrected and altered shall be submitted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the bidder along with other tender/s. Rounding off the nearest Rupees should be done in the final summary of the amount instead of in totals of various sections of the schedule of quantities.

1.17 **Notices:**
For the purpose of all the notices, the following shall be the address of the BCCL and the Bidder respectively.

BCCL:
- The Chief General Manager(MM),
- Bharat Coking Coal Limited,
- Office of the Chairman-cum-Managing Director,
- Koyla Bhawan, Koyla Nagar, Dhanbad, PIN – 826 005 (Jharkhand).

Successful Bidder:

(to be filled in at the time of contract signature)

1.18 **Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):**

- Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No., E. Mail address etc.
- Details of After Sales Service to be provided, namely address of service depots, if any, strength of after sales service personnel and their qualifications and backgrounds.
- Details of Training offered, if any.
- Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre despatch inspection in stages of manufacturing process, if buyer wish to do so.
- A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

B) (A) **PART II i.e. PRICE BID should contain only price on FIRM & FOR Destination basis in the prescribed Format.**

**NOTE**: -

(i) The rate must be indicated both in figure and words. If there is difference between both, the amount appearing in words shall be taken for consideration.

(ii) The Price must be on FIRM basis.

iii) Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation.

1.19 **VALIDITY:** The offer must be valid for acceptance for a period of 180 days from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

1.20 **PRICE VARIATION:** Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.

1.21 **Payment Terms.**
1.21.1 **Paying Authority:** FM(Pay), BCCL-HQ
1.21.2 **Submission of Bills:** The quarterly rental bills shall be raised at the beginning of each quarter which will be paid within 30(thirty) days after receipt and acceptance of the same. Payment of OTC will be made within 30(thirty) days after successful installation and acceptance of the “Computer Systems”.

1.21.3 The first quarterly rental bill will be payable from the date of successful installation and acceptance of the hardware or after one month from the date of delivery whichever occurs earlier subject to the condition that delay for installation is not due to vendor's fault. If the delay in installation and commissioning is found to happen due to the fault from the vendor's part although BCCL has provided the site and infrastructure, the payment of rental will be considered from the date of successful installation and acceptance.

1.21.4 On expiry period of 48 Months, BCCL will have the option to buy the “Computer Systems” by paying one month's rental.

1.21.5 Penalty charges during a quarter will be recovered from the bill of next quarter. BCCL will arrange to recover the penalty charges in respect of each system for each quarter from the rental bills of the following quarter.

1.21.6 The last quarterly rental will be paid after recovery of all outstanding penalty charges, if any, and current penalty charges if any for the last quarter.

1.21.7 During the period of contract no interest is payable on any amount whatsoever to the successful Bidder / Supplier.

1.22 Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier’s account through “e-banking” while making payment.

a. Name of the Bank.
b. Name of the Branch with complete address.
c. Party’s Account Style.
d. Party’s nature of Account.
e. Party’s Account Number.

In absence of above details/information offer may be liable to be considered unresponsive.

1.23 **PACKING FOR TRANSIT.**

The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

For Chief General Manager(MM)
ANNEXURE – B

SPECIAL TERMS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1.1 The bidders may quote for both the models/either of the model as mentioned at Annexure- F of the Tender document as detailed and adhering to the specifications mentioned in the tender document.

1.2 TENDERS WILL BE EVALUATED AND SETTLED ON THE BASIS OF NPV of the model wise OFFER. NPV shall be calculated taking into consideration the 14% interest rate.

1.3 THE model wise JOB OF SUPPLY, INSTALLATION, AND MAINTENANCE OF ALL HARDWARE AND PERIPHERALS DURING THE RENTAL PERIOD WILL BE DONE BY model wise SUCCESSFUL BIDDER ONLY.

1.4 The “Computer Systems” will be taken on monthly rental basis, which will include maintenance for a period of Forty Eight Months. Rental should be uniform for the entire rental period of Forty Eight Months and inclusive of all taxes, levies, duties etc. The rental quoted should be firm without escalation during the currency of contract.

1.5 The One Time Charges (OTC) (if applicable) should not be more than 3 months rent. It will be paid only after successful installation and commissioning of hardware, porting of operating system, utilities and their acceptance by the company (BCCL).

1.6 Rental period will commence from the date of successful installation and commissioning of the “computer systems”. The date of successful installation of the “computer systems” will be notified jointly by the BCCL and the successful bidder.

1.7 After the expiry of 48 Months, BCCL will have the option to buy the “Computer Systems” by paying one month's rental and in which case the Successful bidder will not be liable for maintenance and upkeep of the “Computer Systems” thereafter. However, in the event of the above the Annual Maintenance Charges for maintenance and upkeep of the “Computer Systems” may be settled at a mutually agreed rate, terms and conditions.

1.8 BCCL may, after the expiry of 48 Months, continue to use the hardware and the Peripherals at a reduced rental covering maintenance only for a specified period mutually agreed upon by the company (BCCL) and the supplier.

1.9 The monthly rental charges should cover comprehensive maintenance services which is inclusive of repairs and replacement of defective parts (Including print head of Dot Matrix printers, UPS Batteries) to keep the equipment in proper working order. However Printer Ribbons and Print Cartridges shall be treated as consumables.

1.10 There will be no other financial liabilities on the part of BCCL for above maintenance services.

1.11 The “Computer Systems” shall be installed at different locations/Areas/Departments/HQ (within 50 KM approx radius from Dhanbad) of BCCL including BCCL Sales Office, Kolkata.

1.12 The successful bidder should post at their own cost adequate experienced and qualified Hardware/Software Resident Engineers at Dhanbad with sufficient spares to maintain the “computer Systems”.

1.13 All existing application software packages currently running on existing systems which are to be replaced by new systems will be migrated by the successful bidder/supplier to the new hardware platform on one-to-one basis if required. The successful bidder/supplier will help in porting the existing data to the new hardware platform for running the existing software application packages.

1.14 Normally, the “Computer Systems” will be used during office working hours. However, there shall not be any restriction if the same is used beyond normal office working hours and for the same no additional charges will be payable to the vendor.

1.15 The bidder must give an undertaking signed by their authorized signatory that all components used in the machines are original and not re-furbished.

1.16 The bidder must furnish a list of serial numbers of all CoA( Certificate of Authenticity) of operating system licenses which are preloaded, prior to dispatch of the machines to the branch locations.

1.17 Bidders are required to mention make, model, and OEM of which above technical specs of Desktop Computers and printers have been offered along with relevant literature/Leaflet. In case bidder is offering OEM’s mother board (i.e not offering INTEL Original Mother board) then it is required to enclose certificates confirming to manufacturer of said OEM’s motherboard.

1.18 No offer for Home segment PC will be accepted.

1.19 Maintenance

1.19.1 The comprehensive on site hardware maintenance will be done by the supplier.

1.19.2 Each “Computer Systems” will undergo preventive maintenance once in every month for a duration of approx. two hours as may be required.
1.19.3 The breakdown call will be attended immediately during office hours and within two hours of receipt of information/telephone call at engineer's residence beyond office hours.

1.19.4 The supplier should guarantee of 95% availability (uptime) for the “Computer Systems” on monthly basis.

1.19.5 The “Computer Systems” down time will be reckoned between 9:30 Hrs to 17:30 Hrs on working days except Saturday, and on Saturday it will be considered as from 9:30 Hrs to 13:30 Hrs. Down time beyond these hours on working days would be excluded, for example, if the down time starts at 12:00 Hrs on a day and extends upto 11:00 Hrs of the following day, the down time will be calculated as:

1.19.6 First Day: from 12:00 hrs to 17:30 Hrs i.e. 5:30 Hrs

1.19.7 Second day: from 9:30 Hrs to 11:00 Hrs i.e. 1:30 Hrs

1.19.8 Total Down Time = 7:00 Hrs

1.19.9 After the expiry of the contract period of 48 Months, BCCL will have the option to buy the “Computer Systems” by paying one month's rental charges or of extension of contract with mutual consent of supplier & BCCL, the “computer systems” shall have to be maintained by the bidder for carrying out day-to-day applications without any break.

1.20 Penalty:

1.20.1 The availability percentage will be calculated for each calendar month. Penalty will be imposed on pro-rata basis if the availability falls below the guaranteed uptime as mentioned in clause 1.19.4 above.

\[
\text{Penalty} = \frac{(100 - \text{actual availability}) \times \text{monthly rent of the “Computer Systems”}}{100}
\]

To define actual availability

\[
\text{Actual availability} = \frac{\text{(No. of actual days in the month} \times 8 - \text{Down time during the month)}}{\text{No. of working days} \times 8} \times 100
\]

However, no bonus or additional sum shall be payable to the vendor if the availability is more than 95%.

If for reasons other than faulty power supply, the availability falls below 95% continuously for a period of more than two months, the penalty will be double the rate as calculated under 1.20.1 for the period beyond two months. In case the availability falls below 75%, the payment of the rental of the “Computer Systems” will be stopped forthwith till the vendor suitable replacement acceptable by the BCCL management.

1.21 Inspection and Tests

i) The BCCL or his designated representative(s) shall undertake the inspection of the Goods and Services to check whether the Goods and Services are in conformity with the technical specifications and shall be in line with the inspection/test procedures laid down in the Contract conditions.

ii) The Inspection and Factory Acceptance Testing shall include the following major tasks
   a. Unit level testing of hardware equipment as per Acceptance Criteria.
   b. Physical verification of documents, manuals, operating system as per Bill of Materials.

iii) Before the goods and services are taken over by the BCCL, the Bidder shall supply operation and user manuals of the goods and equipments. These shall be in such details as will enable the BCCL to operate all parts of the goods as stated in the specifications. The manuals shall be in English and in such form and numbers as stated in the contract.

iv) Unless and otherwise agreed, the goods and services shall not be considered to be complete for the purposes of taking over until such manuals have been supplied to the BCCL.

1.22 Termination of Contract:

1.22.1 On the expiry of Forty Eight Months, from the date of “acceptance”, the agreement corresponding to the concerned equipment terminates, unless it is renewed upon by mutual consent in writing for such further period and on such terms and conditions as are agreed upon.

1.22.2 If the BCCL wishes to terminate the contract or part thereof before its scheduled expiry, they would be liable to reimburse the supplier an amount equivalent to the 60 % of the net present value of the rental charges for the remaining contract period from the date of such termination, calculated at prevailing Bank interest rates.

1.22.3 In case the BCCL desires to upgrade / replace the system with a superior system of supplier during the tenure of the agreement, suitable adjustment in the One-Time charges and the monthly rental charges shall be mutually negotiated.

1.23 SUSPENSION, CANCELLATION AND FORBECLOSURE OF RENTAL CONTRACT:
The company (BCCL) shall, in addition to other remedial steps to be taken as provided in the conditions of rental contract be entitled to cancel the rental contract in full or in part, if the supplier:

- Commits default/breach in complying with any of the terms and conditions of the rental contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the officer in charge of the system dept. or his authorised person. 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 this contract for the company. OR
- Obtain a contract with company as a result of ring tendering or other non-bonafide methods of competitive tendering or transfers, subjects, assigns the entire work or any portion thereof with the prior approval in writing from BCCL or its authorized representative.
- Notwithstanding anything contained hereinafter, if the successful bidder/supplier 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 the successful bidder/supplier is not in a position to complete the work within schedule time or within a reasonable extended period, in such case not only BCCL shall be entitled to terminate the contract, but also forfeit the security deposit & to recover/adjust its dues from the successful bidder / supplier from this company or from other subsidiary company of Coal India Limited, Kolkata. BCCL shall be entitled without prejudice to its right to fulfillment, to engage other at the risk and cost of the successful bidder/supplier and claim the difference in price and adjust/recover thereof with from the dues as mentioned above.

1.23.1 The rental contract shall stand terminated under the following circumstances:

- If the successful bidder/supplier is 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 re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- On cancellation of the rental contract or on termination of the rental contract, the BCCL or its authorised representative will have the powers:
  a. To determine the amount to be recovered from the bidder for completing the remaining installation 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 upto 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.
  b. To recover the amount determined as above, if any, from any money due to the supplier on any account or under any other contract and in the event of any shortfall, the bidder shall be called upon to pay the same on demand.

1.24 Patent Rights: The bidder shall indemnify the BCCL against all 3rd party claims of software piracy & infringement of intellectual propriety rights. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and BCCL is compelled to pay compensation to a third party resulting from such infringement, the successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees to BCCL.

1.25 Technical Documentation: The Technical documentation involving detailed instruction for operation and maintenance is to be delivered with all equipment supplied at no extra cost. The language of the documentation should be English. Unless and otherwise agreed, the goods and services shall not be considered to be complete for the purposes of taking over until such manuals have been supplied to the BCCL.

1.26 The Successful Bidder shall be fully responsible for the successful viral free functioning (with a suitable anti virus with regular updation for entire rental contract period to be supplied by the successful bidder) and integrated operations of the system as a whole and the omission of any item/component in this document shall not be sufficient reason for non-performance of the system at a future date. The Bidder should therefore specify, justify and quote for any additional item/s, which he feels, are essential for the system functioning. The office automation package/Hindi package will be supplied by BCCL. However the successful bidder shall be responsible for installation and maintenance of office automation package/Hindi Package.

For Chief General Manager (MM)
Annexure- C

CHECK- LIST

( To be filled by the Tenderer duly signed and stamped )

1. Whether the tenderer is a Manufacturer                                 Yes/No

2. Whether the tenderer is an exclusively authorized marketing outlet of a manufacturer Yes/No

3. If the reply against (2) above is yes, then indicate name & full address of the Principal.

4. In case of (2) above whether the Principal’s Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer Yes/No

5. Acceptance of 180 days offer’s validity period as per NIT Yes/No

6. Whether quoted prices are FIRM as per NIT. Yes/No

7. Whether Price quoted is on FOR destination basis as per NIT Yes/No

8. Acceptance of Payment terms as per NIT Yes/No

9. Acceptance of Liquidated damages & Risk purchase clause as per NIT. Yes/No

10. Acceptance of Price fall clause as per NIT. Yes/No

NOTE: NON-ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER.

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
**COMMERCIAL STATEMENT CHECKLIST**

<table>
<thead>
<tr>
<th>Q.No</th>
<th>List of questions</th>
<th>Indicate in Yes / No below</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Are you a Manufacturer ?</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Are you a exclusively authorized dealer of a manufacturer ?</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>If the reply against (2) above is yes, than have you indicated the name &amp; full address of the Principal.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>In case of (2) above whether the Principals exclusive Authorisation to quote against this tender is enclosed with the offer</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated at clause 4.2 (This is applicable in case of those bidders who have downloaded the tender papers through BCCL’s website.)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Have you carefully prepared and signed with name &amp; designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II &amp; PART –III.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Have you enclosed in Part-I a blank format of price bid (Price format as per Annexure-C), as quoted by you (WITHOUT PRICE) along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Have you quoted FIRM &amp; FOR Destination Price</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Is your offer valid for 180 days from the date of opening of tender</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Have you accepted specified delivery period ?</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Have you accepted Liquidated Damages &amp; Force majeure clause ?</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Have you accepted Payment terms ?</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Have you accepted Inspection terms?</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD ?</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Have you accepted to deposit Security money or enclosed any documents for exemption towards submission of SD ?</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the scheduled prescribed for them in schedule of tender submission.?</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Have you accepted Price fall clause?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td></td>
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<td>---</td>
<td>--------------------------------------------------------------------------</td>
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<tr>
<td>19</td>
<td>Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?</td>
<td></td>
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<tr>
<td>20</td>
<td>Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs.?</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT without any reservation.</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE** - In case of any difference in between the terms indicated in the offer and confirmation given above, the confirmation given in the commercial check – list shall be treated as final.

**SIGNATURE OF THE TENDERER**

**WITH SEAL & STAMP**
BID FORM

BID FORM NO: BCCL /PUR/560138/PC Rental //2009-2010/ 79
(Bidders are required to sign this section also)

The Chief General Manager (MM),
Bharat Coking Coal Limited,
Office of the Chairman-cum-Managing Director,
Koyla Bhawan, Koyla Nagar, Dhanbad, PIN – 826 005(Jharkhand).

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply all “Computer Systems” on rental as detailed in our Bid Response, in conformity with the said Bidding Documents.

We have also furnished the system configuration and technical specifications of each item of supply.

We undertake, if our bid is accepted, to commence and complete delivery of all the Goods and Services as specified in the Bid Document, from the date of receipt of your Order/Notification of Award.

We agree to abide by this bid for the period of 180 days from the date of opening of Techno-commercial Bid and it shall remain binding upon us for acceptance at any time before the expiration of that period. We are hereby agreed to accept unconditionally all the terms and conditions of the tender document.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your order/notification of award, shall constitute a binding Contract between us.

We understand that BCCL reserves the right to accept in full/part or reject any or all bids received without any explanation to bidders, and decision of the BCCL on the subject will be final and binding on Bidder.

Dated this.........day of.............20

Signature
(In the Capacity of)

Affix Official Seal

Duly Authorised to sign bid for and on behalf of

(Name & Address of Bidder) _________________________

________________________________________________

________________________________________________

Name of Witness:__________________________________

Signature: ___________________________________

Address:    ___________________________________

___________________________________

___________________________________
ANNEXURE-E

FINANCIAL BID
(PRICE SCHEDULE)

(Specification of each individual item should be in conformity with detail specifications as mentioned in Annexure-F)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items</th>
<th>Quantity Sets (Q)</th>
<th>One-Time Charge per Set (Rs.) (OTC)</th>
<th>Monthly rental Charges per Set (Rs.) (MR)</th>
<th>Total Value (OTC+MR*48)*Q (T)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Model A (Item A of Annexure-F)</td>
<td>599</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Model B (Item B of Annexure-F)</td>
<td>113</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Grand Total Value (Model-A + Model-B)</strong></td>
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</tbody>
</table>

NOTE:-
1. Wherever there is a mention of any rating / version or configuration of Hardware or Operating System, the bidder is free to quote the higher version / configuration but no price advantage/preference will be given during comparison of prices.
2. The Bidders are instructed to provide all technical specifications of their product in adherence to the technical specifications mentioned in Annexure-F. The specifications should be accompanied and supported by appropriate current product literature and brochures duly signed and stamped.
3. The Bidders can provide with any additional information not asked for in this bidding document, which they may feel important for this job.
### A) MODEL A.

<table>
<thead>
<tr>
<th>SI</th>
<th>Specification (Minimum)</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>“Computer Systems” :</td>
<td>599 nos</td>
</tr>
<tr>
<td></td>
<td>➢ PC:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. CPU: Core 2 Duo E6550 (or higher) @ 2.33 GHZ with 4MB L2 Cache and 1333 MHZ FSB.</td>
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<td>2. Motherboard: Original INTEL Motherboard or PC Manufacturer’s Motherboard with</td>
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<td></td>
<td>Intel Q35 (or higher) Express Chipset-64mb shared VRAM, Necessary driver to support</td>
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<td></td>
<td>Direct 9X Q35 Mother Board.</td>
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<td>3. Bus Architecture: PCI Bus with 4 PCI slots (2 x PCI, 1 x PCI ex1 and 1 x PCI e x16).</td>
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<td></td>
<td>4. Memory: 2 GB DDR2 Dual Channel RAM.</td>
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<td>5. HDD: 160 GB or higher SATA@7200 rpm.</td>
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<td>6. FDD: 1 No 1.44 MB.</td>
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<td>7. DVD/CD Drive: 16X or higher speed DVD RW &amp; CD RW.</td>
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<td>8. Monitor/Display: Monitor 17” W TFT with resolution 1024 x 768, Energy Star/TCO</td>
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<td></td>
<td>Compliant</td>
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<td>9. Keyboard: 104 Keys Keyboard with bilingual keys (English and Hindi)</td>
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<td>10. Mouse: Optical PS2/USB Scroll Mouse (PC Manufacturer’s Make) with mouse pad</td>
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<td>11. Bays: 5 Bays, 2 x 5.25” External, 2 x 3.5” Internal and 1 x 3.5” External</td>
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<td>12. Ports 8 USB (2 Front), 1 Fast serial port, 1 Parallel printer ECP/ EPP, 1 PS/2</td>
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<td></td>
<td>Keyboard &amp; 1 PS/2 Mouse port Cabinet Micro ATX.</td>
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<td>13. DMI 2.0 Compliance &amp; Support.</td>
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<td>15. Networking Features: Integrated PCI Gigabit Ethernet Controller with UTP port &amp; WOL</td>
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<td></td>
<td>with driver.</td>
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<td>16. Power Mgmt: Energy Star Qualified, screen blanking, HDD system idle mode in power</td>
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<td></td>
<td>on, setup password. Power supply SMPS surge protected.</td>
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<td></td>
<td>17. Certification: ISO 9001 (or higher) for PC Manufacturers, Windows XP Professional,</td>
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<tr>
<td></td>
<td>DMI2.0 &amp; Energy Star, Vista Ready.</td>
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<td>18. Pre-Loaded Windows XP professional or latest, recovery CD, license, LATEST SERVICE</td>
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<tr>
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<td>PACK in CD Media and documentation. The supplied operating system should be</td>
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<td>activated, registered and updated by the supplier. All Service Packs, patches, updates,</td>
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<td>bug fixes related to the operating system should be supplied without any additional</td>
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<td>cost by the supplier, if required, during the full period of rental contract.</td>
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<td>➢ Dot matrix Printer:</td>
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<td></td>
<td>24 pin, 132/ 136 Column, 300 cps or more speed @ 10 CPI in draft mode, 10000 hours</td>
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<td></td>
<td>or more Power on Hour, 64 KB memory (Min.), Paper Types: Continuous forms, Cut</td>
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<td>sheet, With necessary drivers, Interface cables, Power cables etc.</td>
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<td>➢ UPS:</td>
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<td></td>
<td>Line Interactive UPS, 750 VA, Input Voltage: 170 to 270V AC, Input Frequency: 50 Hz</td>
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<td></td>
<td>+/- 4%, Output Voltage: 220 to 240V, Output Frequency: 50 Hz +/- 4%, 30 Minutes</td>
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<td>backup with full load, 2 x 7 AH SMF Batteries, Transfer Time: Max 5 ms.</td>
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### B) MODEL B.

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<thead>
<tr>
<th>Sl</th>
<th>Specification (Minimum)</th>
<th>Qty</th>
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<tbody>
<tr>
<td>1</td>
<td>“Computer Systems” : PC:</td>
<td>113 Nos</td>
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<td></td>
<td>1. CPU: Core 2 Duo E6550 (or higher) @ 2.33 GHZ with 4MB L2 Cache and 1333 MHz FSB.</td>
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<td>2. Motherboard: Original INTEL Motherboard or PC Manufacturer’s Motherboard with Intel Q35 (or higher) Express Chipset-64mb shared VRAM, Necessary driver to support Direct 9X Q35 Mother Board.</td>
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<td>3. Bus Architecture: PCI Bus with 4 PCI slots (2 x PCI, 1 x PCI ex1 and 1 x PCI ex16).</td>
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<td>4. Memory: 2 GB DDR2 Dual Channel RAM.</td>
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<td>5. HDD: 160 GB or higher SATA@7200 rpm.</td>
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<td>6. FDD: 1 No 1.44 MB.</td>
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<td>7. DVD/ CD Drive: 16X or higher speed DVD RW &amp; CD RW.</td>
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<td>8. Monitor/ Display: Monitor 17” W TFT with resolution 1024 x 768, Energy Star/ TCO Compliant</td>
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<td>9. Keyboard: 104 Keys Keyboard with bilingual keys (English and Hindi)</td>
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<td>10. Mouse: Optical PS2/ USB Scroll Mouse (PC Manufacturer’s Make) with mouse pad</td>
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<td>11. Bays: 5 Bays, 2 x 5.25” External, 2 x 3.5” Internal and 1 x 3.5” External</td>
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<td>12. Ports 8 USB (2 Front), 1 Fast serial port, 1 Parallel printer ECP/ EPP, 1 PS/2 Keyboard &amp; 1 PS/2 Mouse port Cabinet Micro ATX.</td>
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<td>13. DMI 2.0 Compliance &amp; Support.</td>
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<td></td>
<td>18. Pre-Loaded Windows XP professional or latest, recovery CD, license, LATEST SERVICE PACK in CD Media and documentation. The supplied operating system should be activated, registered and updated by the supplier. All Service Packs, patches, updates, bug fixes related to the operating system should be supplied without any additional cost by the supplier, if required, during the full period of rental contract.</td>
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- **Laser Printer:**
  - a) Print Speed (black, normal quality, A4): 15 PPM or more
  - b) Print Quality (black, Best Quality): 1200 x 1200 DPI
  - c) Duty Cycle/ Month: 8000 pages or more.
  - d) Standard Memory: 8 MB or more
  - e) Standard Connectivity: High Speed USB 2.0 Port (Compatible with USB 2.0 specifications).
  - f) With necessary drivers, Interface cables, Power cables etc.

- **UPS:**
  - Line Interactive UPS, 750 VA, Input Voltage: 170 to 270V AC, Input Frequency: 50 Hz +/- 4%, Output Voltage: 220 to 240V, Output Frequency: 50 Hz +/- 4%, 30 Minutes backup with full load, 2 x 7 AH SMF Batteries, Transfer Time: Max 5 ms.
INTEGRITY PACT:

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR PURCHASE OF TENDERS VALUED AT RS. 2.00 CRORES AND ABOVE. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING "INTEGRITY PACT AGAINST TENDER NO. BCCL/PUR/ 560138/PC Rental/09-10 /79 DUE ON 11.09.2009

IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

Independent External Monitor for this tender is

Shri D Banpadopadhyay, IAS (Retd),
GD-89,Sector-III, Salt Lake, Kolkata- 700016
INTEGRITY PACT

Between
BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The Principal”
And
………………………………..hereinafter referred to as “The Bidder/Contractor”

Preamble
The Principal intends to award, under laid down organizational procedures, contract/s for -----------------------------------------
--. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of
resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization
“Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an
external independent Monitor who will monitor the tender process and the execution of the contract for compliance with
the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following
principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the
execution of a contract, demand, take a promise for or accept, for him/herself or
third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular,
before and during the tender process, provide to all Bidders the same information and
will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in
relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the
relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its
Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to
observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the
Principal’s employees involved in the tender process or the execution of the contract or to
any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange
any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether
formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness
or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the
Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any
information or document provided by the Principal as part of the business relationship, regarding plans, technical
proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.
Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. DHANBAD
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal For the Bidder/Contractor

Place…………………… Witness 1 : ………………………………

Date …………………… Witness 2 : ………………………………