

TENDER No: BCCL/PUR/570065/OFAS/EDP/10-11/59

Date: 20/08/2010



(UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY)

BHARAT COKING COAL LIMITED

(A SUBSIDIARY OF COAL INDIA LTD., GOVT. OF INDIA U/T)

OFFICE OF CHIEF GENERAL MANAGER (MM)

KOYLA BHAWAN: P.O. KOYLA NAGAR (DHANBAD)

PHONE: 0326-2230181/PBX-0326-2230028/29, FAX -0326-2230183

Website Address: www.bccl.cmpdi.co.in

NOTICE INVITING TENDER

OPEN ~~GLOBAL~~/DOMESTIC TENDER

NOT TRANSFERABLE
POST/AIR MAIL

BY REGD./SPEED

TENDER No: BCCL/PUR/570065/OFAS/EDP/10-11/59

Date: 20/08/2010

TENDER FEE: Rs. 5,000.00 (Rupees Five Thousand only)

MONEY RECEIPT NO/ DEMAND DRAFT NO:

Date:

M/s-----

1. Sealed tenders, in two parts are invited by Chief General Manager (MM), BCCL, HQ. from the eligible bidders (fulfilling the Eligibility Criteria specified at Clause 2) for the work as mentioned below:

Name of work:

Supply, installation and commissioning of LAN system connecting various users of 7 Area offices Finance Dept. (i.e. Katras, Sijua, Kusunda, P.B., Kustore, Bastacolla and CCWO Office Saraidhela) on monthly rental basis (including the comprehensive maintenance), for a period of sixty months and Integration with the existing RISC servers and porting, customization of existing ON line Finance System package and its maintenance, under ORACLE 9i platform to these servers as per the details available in the Tender Document,

ESTIMATED VALUE OF TENDER: Rs. 124.00 LAKHS

TYPE OF TENDER:	TWO BID
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2. ELEGIBILITY CRITERIA FOR BIDDERS: Only Manufacturers of computer equipments/networking devices having turnover of not less than **Rs. 25 Crores in FY 2009-10**, ISO 9001 (or higher) certification are eligible to participate in this tender. However, in case the manufacturer does not quote directly, they may authorize dealer

against this specific tender (Such authorization certificate **IN ORIGINAL** 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 Manufacturer as on 31-03-2010 along with certificate from Chartered Accountant (IN ORIGINAL) certifying the turnover for financial year 2009-2010 along with the techno-commercial bid (Part-I).

BCCL reserves the right to vary the quantity of the tendered items.

3. The Bids must be submitted on or **before 3.00 P.M of 05-10-2010**

4. The PART-I of the Bids of the eligible tenderers shall be **opened on at 3.30 PM on 05-10-2010** in the presence of the authorized representatives of the bidders who choose to remain present.

(N.B. The PART-II of the Bids will be opened after evaluation of PART-I. The PART-II of only techno-commercially acceptable bidders shall be opened for which separate intimation will be given to the bidders.)

In case the date of opening of tenders happens to be a holiday, the tenders shall be opened at 3.00 P.M. on the next full working day.

6. This tender document consists of the following:

1	Annexure 'A'	General Terms of the Contract
2	Annexure 'B'	Special Terms of Contract
3	Annexure 'C'	Check List of the Commercial Terms
4	Annexure 'D'	System Configuration and Technical Specifications
5	Annexure 'E'	Bid Form
6	Annexure 'F'	Price Bid Format
7	Annexure 'G'	Format of Bank Guarantee for Security Deposit

5. Methodology for the submission of tenders: The Bids must be submitted, in duplicate, in sealed cover and the outer envelopes addressed to the purchaser should be super scribed with the name and address of the tenderer, tender number and the date of opening.

6. Offers must be sent in double COVERS unless otherwise indicated. The inner COVERS should also bear the name and address of the tenderer, tender number and the date of opening. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted in the office of the Chief General Manager (MM), Bharat Coking Coal Limited. Koyla Bhawan, P.O. Koyla Nagar, Dist. Dhanbad (Jharkhand) PIN CODE-826005. The tender may also be put in the Tender Box provided for the purpose in the above office. Incomplete offers and offers received after due date and time of submission of tenders are liable for rejection and will not be opened without

assigning any reasons. Offer received through FAX, TELEGRAM or E-mail will not be considered unless specifically permitted/requested in the NIT.

7. The bidders must submit their offer in two separate sealed COVERS and these two COVERS should be put in an outer cover. PART-I will contain Para wise response to the technical and commercial provisions of the NIT and PART-II price details.

A. Such bidders who have downloaded the tender document from our website and have not purchased the same from our office are required to submit a SEPARATE ENVELOPE containing the Tender Fee for the amount specified in the advertisement in the form of A/C Payee Demand Draft/Bankers Cheque Payable to BCCL, Dhanbad. In case such tenderer claims exemption for payment of tender fee, the third envelope should contain self certified copy of documents proving entitlement for exemption from payment of Tender Fee.

The envelope containing the Tender Fee/exemption documents must be super-scribed with "Tender Fee, Tender No, Due date of Opening and Name and Address of the tenderer". THE PART-I, PART-II AND ENVELOPE CONTAINING TENDER FEE (IF APPLICABLE) SHOULD BE PUT IN THE OUTER COVER AS INDICATED ABOVE.

8. Government Organizations/Public Sector Undertakings/Ancillary Units of BCCL for the tendered items are exempted from paying the Tender Fee.

Further a certificate as indicated below should be enclosed along with the tender fee in the **separate envelope super-scribed as "TENDER-FEE"**:

"We undertake that the tender submitted by us is down loaded from BCCL Website (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.

Signature & Seal of the Tenderer

9. The Tender submitted shall be in two Parts.

The Part - I of the tender must consist of the two sections:

Part-I SECTION-A: Consisting of technical offer and a check list showing deviations from the technical specifications. If there is no deviation with technical terms of the NIT, a "No deviation Certificate" must be enclosed.

Part-I SECTION-B: Containing

- a) Commercial terms and conditions.
- b) Earnest Money Deposit as per NIT.
- c) Check list-showing deviations, if any from the NIT commercial terms and conditions against each clause. If there is no deviation with commercial terms of the NIT, a "No deviation Certificate" must be enclosed.
- d) Blank Format of the Price Bid as to be quoted by the tenderers (WITHOUT PRICE).
- e) All certificates and documents as required in the NIT, duly authenticated and stamped.

The Part –II of the tender must consist of:

The details of the prices only the OTC and the Rental Charges in the Format specified in the tender document **All pages of the Price Bid must be signed with the seal of the bidders. Offers received without signature and seal on all pages of Price Bid shall**

be liable for rejection.

NOTE: ALL ENVELOPES CONTAINING THE TENDERS SHALL BE PROPERLY SEALED EITHER WITH LAC OR PVC TAPE. ENVELOPES ONLY STAPLED SHALL NOT BE ACCEPTED.

NOTE.

- a) Tenders not submitted in the above manner will not be accepted.
- b) If the tenderer discloses their price in the Techno-commercial Bid(Part-I), the offer will be re-sealed and will be treated as an invalid offer.

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 Deposit:

The value of Earnest money to be deposited by the tenderer is **Rs. 2,48,000.00 (Rupees Two Lakhs Forty Eight Thousand Only).**

The EMD shall be in the form of Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad and MUST accompany the quotation, i.e., the PART-I of the Bid.

For the unsuccessful tenderers, the Earnest money shall be refunded after the finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender.

For the successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.

Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

12. Security Deposit: Successful tenderer shall be required to deposit Security Money in the form of Bank Draft / Bank Guarantee (in the Format attached as Annexure 'G') of any scheduled/Nationalized Bank of 10% value of the order (value means the total value of the contract) 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 be ordered elsewhere and the firm's performance is to be kept recorded for future dealings with them. The Security Deposit will be refunded to the firm within 30 (Thirty) 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 units of BCCL registered (for tendered items) shall be considered for exemption from submission of EMD/ Security Deposit, if they can submit **the documents duly signed by Notary Public, confirming their registration.**

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 conclude any contract 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.

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

a. Clarification of Tender documents: A prospective Bidder requiring any clarification of the Bidding Document may contact the office of the Chief General Manager (MM), BCCL.

b. Amendment of Tender 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 tender 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.

c. 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 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 tender documents.

d. 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.

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

f. The Bidder shall furnish the Details of local service support facilities at Dhanabdi that would be provided during the rental period.

g. Documents Establishing Goods and Services Eligibility and Conformity to Tender documents.

The documentary evidence of the goods and services in conformity to the Tender documents may be in the form of literature, specifications and relevant data regarding the performance, technological competence and reliability of Hardware.

- i. The Bidders are instructed to provide all technical specifications of their product in adherence to the technical specifications mentioned in Section V. The specifications should be accompanied and supported by appropriate current product literature and brochures duly signed and stamped.
- ii. The Bidders can provide with any additional information not asked for in this bidding document, which they may feel important for this job.

h. 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.

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

j. Format and signing of Bid:

- i. One set of documents should contain the Techno-Commercial bid, marked "TECHNO-COMMERCIAL BID" and the Price Bid should contain the Price Bid marked "PRICE 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 Price Bid should contain only the rental rates and one-time charges for the corresponding equipment and items specified in the Techno-Commercial Bid.

ii. 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. The person or person(s) signing the bid shall sign all pages of the bid, except for non-amended printed literature.

k. 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).

l. 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.

m. 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.

n. 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.

o. 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.

19. 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 authorized 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 Bid) 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.

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.

Attached: Annexures as detailed at Clause 6

Yours faithfully
For & on behalf of Bharat Coking Coal Limited.

(S.K.Sinha)
CM (Excv), MM

Annexure 'A'**GENERAL TERMS OF CONTRACT****3.1) Definitions**

3.1.1) 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 "LAN Systems" means the Networking Devices, Switches, UTP Cables, RJ-45 Connectors, Patch Cords, PVC Pipes, PC Nodes etc as mentioned in section V of this document.
- c) The "OFAS" means the "ON Line Financial Accounting System" consisting of ORACLE 9i and its related packages, DBA, On Line Finance Software in ORACLE 9i etc. (The Oracle 9i and its related packages, ON Line Finance Software shall be provided by BCCL.)
- d) "The Contract Price" means the price payable to the successful Bidder under the Contract for the full and proper performance of its contractual obligations.
- e) "Quarterly Bills" means the Quarterly Rental Bills of "LAN Systems" and Quarterly maintenance charges of "OFAS".
- f) "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.
- g) "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.
- h) "BCCL" means the Organization i.e Bharat Coking Coal Ltd, Dhanbad, receiving the goods and services on rental basis.
- i) "Bidder" means the firm (as Set out in clause no. 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.
- j) "Installation": Installation shall mean the cabling work for installation of LAN for the 20 user Nodes, Integration with existing RISC Server, porting of On Line Finance Software package along with the existing Data on existing server and commissioning.
- k) "Acceptance": Acceptance means accepting the goods/equipment only after successful "installation" as above.

3.1.2) 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.

- 3.1.3) 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.
- 3.1.4) 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.
- 3.2) **Consignee:** GM (Systems), BCCL or his authorized representative.
- 3.3) **Contract Amendment:** No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 3.4) **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.
- 3.5) **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.
- 3.6) **Delivery and Delays in the Successful Bidder's Performance:**
- 3.6.1) Permissible delivery period for "LAN Systems" will be of 08(Eight) weeks and shall be reckoned from the 10th day from the date of issue of the supply order.
- 3.6.2) **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 “LAN 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.

3.7) **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.

3.8) **Force Majeure :**

- 3.8.1) 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.
- 3.8.2) 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.
- 3.8.3) 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.

3.9) Bidder's Obligations :

- 3.9.1) 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.
- 3.9.2) 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.
- 3.9.3) The Bidder is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 3.9.4) 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.

3.10) Delivery and Documents:

3.10.1) 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 and factory Acceptance report; and
- Any other document evidencing payment of statutory levies.

3.10.2) 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.

3.11) **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.

3.12) 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.

(S.K.Sinha)

CM (Excv), MM

For & on behalf of Bharat Coking Coal Limited.

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.

- 4.1) The bidders may visit the various sites as mentioned in this document, study the requirements for LAN, Cabeling, On Line Finance Systems software, etc and quote accordingly as mentioned at Section V of the Tender document as detailed and adhering to the specifications mentioned in the tender document.
- 4.2) TENDERS WILL BE EVALUATED AND SETTLED ON THE BASIS OF NPV of the total offer (i.e. Grand Total value as on page 18 of Price Schedule). NPV shall be calculated taking into consideration the 14% discounted rate.
- 4.3) THE JOB OF SUPPLY, INSTALLATION, AND MAINTENANCE OF “LAN Systems” DURING THE RENTAL PERIOD and “OFAS” during the maintenance period WILL BE DONE BY one SUCCESSFUL BIDDER ONLY.
- 4.4) The “LAN Systems” will be taken on monthly rental basis, which will include maintenance for a period of sixty Months. Rental charges should be uniform for the entire rental period of sixty Months and inclusive of all taxes, levies, duties etc. The rental quoted should be firm without escalation during the currency of contract. Similarly the “OFAS” will be under maintenance for a period of sixty Months. Maintenance charges should be uniform for the entire period of sixty Months and inclusive of all taxes, levies, duties etc. The maintenance charges quoted should be firm without escalation during the currency of contract.
- 4.5) The One Time Charges (OTC) (if applicable) should not be more than 3 months rent. It will be paid only after successful “installation” of “LAN Systems” and “OFAS” and their acceptance by the company (BCCL).
- 4.6) Rental period will commence from the date of successful “installation” and commissioning of the “LAN Systems and “OFAS”. The date of successful “installation” of the “LAN Systems” will be notified jointly by the BCCL and the successful bidder.
- 4.7) After the expiry of 60 Months, BCCL will have the option to buy the “LAN Systems” by paying one month's rental and in which case the Successful bidder will not be liable for maintenance and upkeep of the “LAN Systems” and “OFAS” thereafter. However, in the event of the above the Annual Maintenance Charges for maintenance and upkeep of the “LAN Systems” may be settled at a mutually agreed rate, terms and conditions. However if BCCL decides not to buy the “LAN Systems” after expiry of the rental contract, then in such case the BCCL will take the ownership of UTP Cables, connectors, patch cords, Information Outlets, PVC Pipes etc without paying any additional charges to the supplier.
- 4.8) BCCL may, after the expiry of 60 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.
- 4.9) 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.

- 4.10) There will be no other financial liabilities on the part of BCCL for above maintenance services.
- 4.11) The “LAN Systems” shall be installed at different locations as mentioned in this tender document (within 60 KM approx radius from Dhanbad) of BCCL.
- 4.12) 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 “LAN Systems” and “OFAS”.
- 4.13) Even though the ORACLE 9i and its related packages and On Line Finance Software shall be provided by BCCL but the successful bidder shall maintain the “OFAS” along with the “LAN Systems” during the entire rental contract period. All the existing data related to Finance Applications shall have to be ported by the successful bidder/supplier.
- 4.14) Normally, the “LAN 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.
- 4.15) The bidder must give an undertaking that all components used in the machines/LAN are original and not re-furbished.
- 4.16) Bidders are required to mention make, model, and OEM of which above technical specs of Items which have been offered along with relevant literature/Leaflet.
- 4.17) **Maintenance**
 - 4.17.1) The comprehensive on site maintenance of “LAN Systems” and “OFAS” will be done by the supplier. If either of the ‘LAN Systems’ or “OFAS” is down then the entire system will be treated as down.
 - 4.17.2) Each “LAN Systems” and “OFAS” will undergo preventive maintenance once in every month for a duration of approx. two hours as may be required.
 - 4.17.3) 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.
 - 4.17.4) The supplier should guarantee of 99% availability (uptime) for the “LAN Systems” and “OFAS” on monthly basis.
 - 4.17.5) The “LAN Systems” and “OFAS” 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:
First Day: from 12:00 hrs to 17:30 Hrs i.e. 5:30 Hrs
Second day: from 9:30 Hrs to 11:00 Hrs i.e. 1:30 Hrs
Total Down Time = 7:00 Hrs
 - 4.17.6) After the expiry of the contract period of 60 Months, BCCL will have the option to buy the “LAN Systems” by paying one month’s rental

charges or of extension of contract with mutual consent of supplier & BCCL, the “LAN Systems” and “OFAS” shall have to be maintained by the bidder for carrying out day-to-day applications without any break.

4.18) **Penalty:**

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 4.17.4 above. Thus:

$$\text{Penalty} = \frac{(100 - \text{actual availability}) * \text{“Quarterly Bills”}/3}{100}$$

1. To define actual availability

(No. of actual days in the month*8 – Down time during the month)

$$\text{Actual availability} = \frac{\text{-----}}{\text{-----} * 100} \text{ No. of working days} * 8$$

However, no bonus or additional sum shall be payable to the vendor if the availability is more than 99%.

If for reasons other than faulty power supply, the availability falls below 99% continuously for a period of more than two months, the penalty will be double the rate as calculated above for the period beyond two months. In case the availability falls below 90%, the payment of the rental of the “LAN Systems” and maintenance charges of “OFAS” will be stopped forthwith till the vendor supplies the suitable replacement acceptable by the BCCL management.

4.19) **Inspection and Tests**

4.19.1) 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 as per the supply order.

4.19.2) The Inspection shall include the following major tasks

- Testing of hardware equipments as per Supply order.
- Physical verification of documents, manuals, operating system as per Bill of Materials.

4.19.3) 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.

4.19.4) 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.

4.20) **Termination of Contract:**

- 4.20.1) On the expiry of 60 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.
- 4.20.2) 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.
- 4.20.3) 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.
- 4.21) **Payment Terms.**
- 4.21.1) **Paying Authority:** FM(Pay), BCCL-HQ
- 4.21.2) **Submission of Bills:** The “quarterly bills” shall be raised at the end 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 “LAN Systems” and “OFAS”.
- 4.21.3) The first “quarterly bills” will be payable from the date of successful installation and acceptance of the “LAN Systems” and “OFAS”. 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 and maintenance will be considered from the date of successful installation and acceptance.
- 4.21.4) Penalty charges during a quarter will be recovered from the bill of current quarter.
- 4.21.5) The last quarterly bills will be paid after recovery of all outstanding penalty charges, if any, and current penalty charges if any for the last quarter.
- 4.21.6) During the period of contract no interest is payable on any amount whatsoever to the successful Bidder / Supplier.

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 by BCCL:

- 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.

4.22) SUSPENSION, CANCELLATION AND FORECLOSURE OF CONTRACT:

4.22.1) The company (BCCL) shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the supplier:

- Commits default/breach in complying with any of the terms and conditions of the 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 authorized 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 hereinbefore, 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 dues of 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.

4.22.2) The 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 contract or on termination of the contract, the BCCL or its authorized 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.
- 4.23) **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.
- 4.24) **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.
- 4.25) The Successful Bidder shall be fully responsible for the successful virus free functioning (with a suitable anti virus with regular updation for entire 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 & on behalf of Bharat Coking Coal Limited.

(S.K.Sinha)
CE (Excv), MM

Annexure 'C'**Check List of the Commercial Terms**

Tender No	
Opening Date	
Name of the Firm	
Offer No	

Query	List of questions	Indicate in Yes / No below
1	Are you a Manufacturer?	
2	Are you a exclusively authorized marketing outlet of a manufacturer?	
3	If the reply against (2) above is yes, than have you indicated the name & full address of the Principal.	
4	In case of (2) above whether the Principals exclusive Authorisation to quote against this tender is enclosed with the offer	
5	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.)	
6	Have you carefully prepared and signed with name & designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II & PART –III.	
7	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.	
8.(a)	Have you quoted FOR Destination Price OR FOB Ex-Port with break up as per NIT?	
8(b)	In case of imported items, will you submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any has been passed on to buyer ?(Clause 25)	
8(c)	Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer?	

9	Have you quoted firm price?	
10.	Is your offer valid for 180 days from the date of opening of tender?	
11	Have you specified firm delivery period?	
12	Have you accepted Liquidated Damages & Force majeure clause?	
13	Have you accepted Payment terms?	
14	Have you accepted Inspection terms?	
15	Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD?	
17	Have you accepted to deposit Security money or enclosed any documents for exemption towards submission of Security Deposit?	
18	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?	
19	Have you submitted copies of documents DGMS in case of DGMS approved items.	
20.	Have you accepted Price fall clause?	
21.	Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?	
22.	Have you accepted Warranty clause?	
23.	Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs?	
24.	Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT without any reservation.	

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP

Annexure 'D'**SYSTEM CONFIGURATION AND TECHNICAL SPECIFICATIONS**

- The Hardware as specified in this section must support and should have the compatibility with the existing ISC Server, the operating system and RDBMS (ORACLE 9i version).

Location details:

Sl. No.	Area	Location	No of LAN Points to be Provided
1	Katras	Area Office Finance Dept	20
2	Sijua	Area Office Finance Dept	20
3	Kusunda	Area Office Finance Dept	20
4	P.B.	Area Office Finance Dept	20
5	Kustore	Area Office Finance Dept	20
6	Bastacolla	Area Office Finance Dept	20
7	CCWO Office	Saraidhela, Dhanbad	20

Specifications of “LAN Systems” Required for each Location

S.No.	Items	Quantity
1	24 Port Unmanaged Switch	2 Nos
2	16 Port Unmanaged Switch	3 Nos
3	Cat 6 UTP Cable (305 mtrs/box)	3 Nos
4	Information outlet box	20 Nos
5	Patch Cord 3 mtrs Factory Crimped	20 Nos
6	RJ45 Connectors	45 Nos
7	PVC Pipe	800 Mtrs
8	<p>“User Nodes:</p> <p>➤ PC:</p> <ol style="list-style-type: none"> 1. CPU: Core 2 Duo E6550 (or higher) @ 2.33 GHZ with 4MB L2 Cache and 1333 MHZ FSB. 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. 3. Bus Architecture: PCI Bus with 4 PCI slots (2 x PCI, 1 x PCI ex1 and 1 x PCI e x16). 4. Memory: 2 GB DDR2 Dual Channel RAM. 5. HDD: 160 GB or higher SATA@7200 rpm. 6. FDD: 1 No 1.44 MB. 7. DVD/CD Drive: 16X or higher speed DVD RW & CD RW. 8. Monitor/Display: Monitor 17" W TFT with resolution 1024 x 768, Energy Star/TCO Compliant 9. Keyboard: 104 Keys Keyboard with bilingual keys (English and Hindi) 10. Mouse: Optical PS2/USB Scroll Mouse (PC Manufacturer’s Make) with mouse pad 11. Bays: 5 Bays, 2 x 5.25" External, 2 x 3.5" Internal and 1 x 3.5" External 12. Ports 8 USB (2 Front), 1 Fast serial port, 1 Parallel printer ECP/EPP. 1 PS/2 Keyboard & 1 PS/2 Mouse port Cabinet Micro ATX. 13. DMI 2.0 Compliance & Support. 14. Audio: Integrated High Definition (HD) audio and Ports. 15. Networking Features: Integrated PCI Gigabit Ethernet Controller with UTP port & WOL with driver. 16. Power Mgmt: Energy Star Qualified, screen blanking, HDD system idle mode in power on, setup password. Power supply SMPS surge protected. 17. Certification: ISO 9001 (or higher) for PC Manufacturers, Windows 7, DMI2.0 & Energy Star. 18. Pre-Loaded Windows 7 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. <p>➤ Dot matrix Printer:</p> <p>24 pin, 132/136 Column, 300 cps or more speed @ 10 CPI in draft mode, 10000 hours or more Power on Hour, 64 KB memory (Min.), Paper Types: Continuous forms, Cut sheet, With necessary drivers, Interface cables, Power cables etc.</p> <p>➤ UPS:</p> <p>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 10 ms.</p>	10 Nos

- Wherever there is a mention of any rating / version or configuration of Hardware or Software, the tenderer is free to quote the higher version / configuration but no price advantage / preference will be given during comparison of prices.
- The Bidders are instructed to provide all technical specifications of their product in adherence to the technical specifications mentioned in Section V. The specifications should be accompanied and supported by appropriate current product literature and brochures duly signed and stamped.

For & on behalf of Bharat Coking Coal Limited.

(S.K.Sinha)
CE (Excv), MM

Annexure 'E'**BID FORM**

(Bidders are required to furnish the Form of Bid in the Format given in this Section)

The Chief General Manager (MM),
Bharat Coking Coal Limited, Koyla Bhawan
Koyla Nagar,
Dhanbad, (Jharkhand)- 826005

Dear Sir,

Having examined the Tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply all Items as per Section V on rental including maintenance as detailed in our Bid Response, in conformity with the said Tender 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 convey our unconditional acceptance of all the terms and conditions of the tender document.

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.

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 'F'**PRICE BID (PRICE SCHEDULE)**

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

A. "LAN Systems" ON MONTHLY RENTAL BASIS

Sr. No.	Items	Quantity (Set) (Q)	One-Time Charge (Rs.) per set (OTC)	Monthly rental Charges (Rs.) per set (MR)	Total Value (OTC+MR*60)*Q (T)
A. 1	"LAN Systems" for 20 users (Details as per Annexure 'D')	7			

B. Software Porting, Customization and maintenance Charges:

Sr. No.	Items	Software Porting and Customization Charges (One Time) (SP)	Monthly Maintenance Charges (MC)	Total Charges (SP+MC*60)
B.1	"OFAS" On Line Finance Software (for all 7 locations)			

Grand Total Value Rs. (A.1 + B.1) =

NOTE:

- Offers shall be evaluated considering the total offer (i.e. **Grand Total Value** as above) only using NPV method taking the 14% interest rate.
- Wherever there is a mention of any rating / version or configuration of Hardware or Software, the bidder is free to quote the higher version / configuration but no price advantage / preference will be given during comparison of prices.
- The Bidders are instructed to provide all technical specifications of their product in adherence to the technical specifications mentioned in Section V. 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.

Annexure 'G'**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. We, the Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

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

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

Datedday of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank