

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD

TENDER
DOCUMENT

PART-I

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD

TENDER DOCUMENT

PART – I

NAME & PLACE OF WORK: To extend Maintenance support for two years or till new ERP is implemented at BCCL whichever is earlier for customized ERP named CoalNet Application Software for Coal India which is presently running at Bharat Coking Coal Limited. The package has been developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. Details of the works to be performed by the bidder are mentioned in the detailed Scope of Work as mentioned in the Tender Document

Tender Notice No. BCCL/GM(CMC)/CoalNet/2010/943

Date: 24.06.2010

Estimated Cost : Rs. 2,45,00,000/-

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD

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Part - I :: Contains - 40 (Forty) marked pages.

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Date & time of submission of Tenders . : As per NIT

Date & Time of opening of tender (Part-I) : As per NIT

Name & address of the
Tenderer to whom issued.

. _____

Date of issue: _____

Cost of Tender document : **Rs.3000/-** (non-refundable)

Cash Receipt No. & Date _____

Signature of the Officer
Issuing Tender document.

Part - I Document

Tender Notice No. BCCL/GM(CMC)/CoalNet/2010/943

Date: 24.06.2010

I N D E X

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| PART – II (Price Bid): | 04 (Four) marked Pages |

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BCCL



Bharat Coking Coal Limited
(A Subsidiary of Coal India Ltd)
Contract Management Cell
Koyla Bhawan:Koyla Nagar
Dhanbad.
Fax No-0326-2230206

Tender Notice No. BCCL/GM(CMC)/CoalNet/2010/943

Date: 24.06.2010

1.Sealed tenders are invited from experienced service providers for the following work:

| Description of work | Location | Estimated Cost (Rs.) | Cost of Tender document (Rs.) | Earnest Money (Rs.) | Period of contrac |
|--|---------------|----------------------|-------------------------------|---------------------|-------------------|
| To extend Maintenance support for two years or till new ERP is implemented at BCCL whichever is earlier for customized ERP named CoalNet Application Software for Coal India which is presently running at Bharat Coking Coal Limited. The package has been developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. Details of the works to be performed by the bidder are mentioned in the detailed Scope of Work as mentioned in the Tender Document. | BCCL, Dhanbad | 2,45,00,000/- | 3000/- | 1,22,500/- | 24 month |

2.Earnest Money

Rs 1,22,500/- only is to be deposited towards earnest money in form of DD (Demand Draft) from any Scheduled banks drawn in favour of Bharat Coking Coal Ltd. payable at its branch at Dhanbad.

Contd.....P/2

3. Eligibility Criteria (to qualify for the award of the contract)

- A. **Work experience:** The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during the last 7 (seven) years ending last day of month previous to the one in which applications are invited (i.e. eligibility period) should be either of the following:-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

or

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which tender has been invited. The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered as evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the commencement is within the said 7 (seven) years or not.

The cost of completed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total no. of days / 365) after the end date of experience (date of completion of work) till one year before the last day of the month previous to one in which tender has been invited.

The definition of Similar work shall be as follows:

Development and implementation or maintenance of customized ERP CoalNet Application Software in BCCL HQ / Areas

OR

Development and implementation or maintenance of standard ERP or customized ERP Application in Coal / Mineral / Mining Industry or in similar remote locations in 3-Tier Architecture having (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End.

In respect of the above eligibility criteria the bidders are required to furnish the following information:

- i) Start date and End date of each qualifying experience (similar work).
- ii) Agreement Number / Work Order Number and date of each experience.
- iii) Work Order issuing authority of each experience.
- iv) Executed value of work against each work.

B. Financial Turnover:

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year, should be at least 30% of the estimated cost. (The Previous Financial Year shall be computed with respect to the date of NIT publishing date)

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage to bring them at current price level by adding 5% in the financial turnover for the 2nd year and 10% for the 3rd year. No weightage will be given in the turnover for the 1st year.

In respect of the above eligibility criteria the bidders are required to furnish the following information:

- i. Annual financial turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss Account or the turnover certificate.
- iii. Membership Number of the Chartered Accountant.
- iv. Date of issue of financial turnover certificate by Chartered Accountant.

C. Permanent Account Number (PAN):

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India. The bidder should produce the details of it with the tender.

D. VAT/Sales Tax: VAT, CST, Service Tax Registration nos. issued by Sales Tax Department of any Indian State Govt. are to be produced along with the Tender.

E. Certification:

The bidder must have ISO 9001:2000 (or higher) certification for QMS.

F. Legal Status of the Bidder:

The bidder shall have to submit certified copy of any one of the documents in support of the legal status of its firm.

- i. Affidavit or any other document to prove proprietorship.
- ii. Partnership deed containing name of the partners and details of assets.
- iii. Memorandum & Article of Association with certificate of incorporation containing name of the bidder.

G. Affidavit on Non-judicial stamp paper in support of authenticity of credentials.

Contd.....P/4

H. Banning:

The bidder should give a declaration that they have not been banned or delisted by any Govt. or Quasi – Govt. Agencies or PSUs. If a bidder has been banned by any Govt. or Quasi – Govt. Agencies or PSUs, the 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.

I. Even though the bidders meet the above eligible criteria; they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or failures etc. in the past during their contractual works with Govt., PSUs.

4.Price of tender Documents:

The application fee for Tender Documents shall be Rs.3000/- (Rupees three thousand) only payable either in cash or by Bank Draft drawn in favour of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branches at Dhanbad.

5.Availability of Tender Documents:

Tender documents including Terms and conditions of work shall be available on payment from the places during the period as stated below

Date: From 01-07-2010 to 19-07-2010

Time: 10.00 AM to 3.00 PM(on working days of Monday to Friday)

Place:

i) Office of the General Manager
(Contract Management Cell), BCCL,
Level-V, Koyla Bhawan,
Dhanbad-826005

ii)Office of the Chief Sales Manager,BCCL,
6,Lyons Range, Kolkata-700001

Tender Documents can also be downloaded directly from the Web-site of BCCL at <http://bccl.cmpdi.co.in> and such tenderers, while submitting their tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope with Part-I. The Bank Draft from any Scheduled Bank should be drawn in favour of M/s.Bharat Coking Coal Limited, payable at its branches at Dhanbad.

6.General instruction for submission of tender

Tenderer is required to submit his offers in sealed covers giving reference to this tender notice number and date, containing offers in two parts-I & II as specified in the tender document. EMD is to be submitted in a separate envelope with the Part-I of the tender document. Part-I & II should also be in sealed covers clearly superscribing as Part-I and Part - II on the respective envelopes(Name of the work shall be superscribed on the left hand side of the covers).

Contd...P/5

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Part-II envelopes will be opened only in respect of such tenderer as found valid after scrutiny of Part-I .

7. Validity period of Offer:

The rates offered in Part-II should be valid for 180(one hundred and eighty) days from the date of opening of Part-I of the tender.

8. Receipt of the Tender:

Tender will be received in sealed cover on **26-07-2010** upto **3.30 PM** at the following offices:

**i) Office of the General Manager
(Contract Management Cell), BCCL,
Level-V, Koyla Bhawan,
Dhanbad-826005**

**ii) Office of the Chief Sales Manager, BCCL,
6, Lyons Range, Kolkata-700001**

9. Opening of Tenders

Tenders will be opened on 27-07-2010 at 4.00 PM in the office of GM(CMC), Level-V, Koyla Bhawan, Dhanbad.

10.0 The bidders are required to sign the Integrity Pact as per format given in Tender Document Part-I.

Name and address of Independent External Monitor:

| Sl. No. | Name | Address |
|---------|--|--|
| 1 | Justice Ashok Kumar Chakraborty (Retd) | BB-69, Sector-I, Salt Lake, Kolkata-700064 |

The Company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and also to distribute the work and allot the work/works to more than one tenderer at its sole discretion.

Our Aim - **QUALITY COAL TO CONSUMERS**

**Sd/-
General Manager
(Contract Management Cell)**

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Distribution:-

CC :- Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector-I, Salt Lake, Kolkata-700064

CC:-PRO – With a request to publish the abridged NIT as enclosed in local as well as National dailies as per norms of the Company and also arrange to send the paper cutting to the Contract Management Cell.

CC: D(P)/ D(T)OP/ D(T)P&P /D(F)/ CVO.

CC:CGM(Cordn)/CGM(S&M)/GM(Excv)/GM(P&P)/CGM(M&M)/CGM(Finance)/

CC: GM(System)- with a request to display this NIT in BCCL Website. The downloading facilities should be available during the period of sale of Tender document only.

CC: Sr.ES to CMD for kind information of CMD.

CC:HOD (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.

CC: All CGMs/GMs in the Areas including Washery Division for wide circulation through display in the Notice Boards.

CC: Inspector, CISF- with a request to deploy security personnel at the office of GM(CMC), Level-V Koyla Bhawan on 26-07-2010 from 9.30 AM to 4.00 PM and on 27-07-2010 from 3.30 PM till completion of the meeting.

CC: Chief Sales Manager, Sales & Marketing Deptt.,BCCL, 6,Lyons Range, Kolkata.

CC: CGM (Production), CIL, Kolkata.

CC: Kolkata offices of all Subsidiaries.

CC:CGM/GM(Contract Management Cell),WCL/SECL/NCL/MCL/ECL/CCL.

Sd/-

**General Manager
(Contract Management Cell)**

BRIEF DESCRIPTION OF ITEM(S): To extend Maintenance support for two years or till new ERP is implemented at BCCL whichever is earlier for customized ERP named CoalNet Application Software for Coal India which is presently running at Bharat Coking Coal Limited. The package has been developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. Details of the works to be performed by the bidder are mentioned in the detailed Scope of Work as mentioned in the Tender Document.

Earnest Money: Rs 1,22,500/- only is to be deposited towards earnest money in form of DD (Demand Draft) from any Scheduled banks drawn in favour of Bharat Coking Coal Ltd. payable at its branch at Dhanbad.

The Demand Draft must be attached to the tender (**Part-I**). No tender will be accepted unless accompanied by requisite earnest money deposit.

2. Tender Fee / Application Fee:

Tender Fee / Application Fee may be deposited in the form of Demand Draft / Banker's Cheque from any scheduled bank drawn in favor of **"Bharat Coking Coal Limited"** payable at **Dhanbad**. However the tender fee is not required to be paid by Central PSUs / Govt. organization. The Tender documents shall be made available on submission of original money receipt obtained by the firm after payment towards the cost of tender documents **on working days of Monday to Friday from 10.00 A.M. to 3.00 P.M.** Tender documents are also available on website (www.bccl.cmpdi.co.in) which can be down loaded from the website for submitting the tender. However, tenderers using downloaded tender document has also to pay the cost of tender document in the form of D.D. alongwith Undertaking as per Annexure - X to be submitted in Part-I envelope of the tender.

3. Sale of Tender Document:

Tender Documents shall be sold from the following office:

**Office of General Manager (CMC)
Bharat Coking Coal Limited
Koyla Bhawan
Dhanbad – 826005
Jharkhand, India**

and

**Office of the Chief Sales Manager
BCCL
6, Lyons Range, Kolkata - 700001**

4. **Earnest Money Deposit (EMD):**

- (a) The value of Earnest Money (EMD) to be deposited by the tenderer should be Rs. 1,22,500/-. EMD should be in the form **of Demand Draft** and must accompany the quotation i.e. Part-I of the bid, For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

- (b) Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the Security Deposit (SD). In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance will be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer **in the form of Bank Draft / Bank Guarantee shall be 10% of the value of the awarded contract without having any ceiling**. For successful tenderer, EMD shall be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of, the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

- (c) If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit **No exemption from depositing of Security money will be granted in case of trial orders.[7.22.3,P66]**.

5. **Clarification of Bid:**

The bidder may seek clarification in writing within the specified period (before submission of bid). However, the management will clarify as far as possible the relevant queries.

6. **Eligible Bidders:**

The invitation of bid is open to all bidders including an Individual, proprietorship Firm, Partnership Firm or Company having eligibility to participate as per eligibility criteria stipulated in Clause No. 6 of NIT.

7. **Eligibility Criteria:**

- A. **Work experience:** The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during the last 7 (seven) years ending last day of month previous to the one in which applications are invited (i.e. eligibility period) should be either of the following:-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

or

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The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which tender has been invited. The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered as evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the commencement is within the said 7 (seven) years or not.

The cost of completed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total no. of days / 365) after the end date of experience (date of completion of work) till one year before the last day of the month previous to one in which tender has been invited.

The definition of Similar work shall be as follows:

Development and implementation or maintenance of customized ERP CoalNet Application Software in BCCL HQ / Areas

OR

Development and implementation or maintenance of standard ERP or customized ERP Application in Coal / Mineral / Mining Industry or in similar remote locations in 3-Tier Architecture having (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End.

In respect of the above eligibility criteria the bidders are required to furnish the following information:

- i) Start date and End date of each qualifying experience (similar work).
- ii) Agreement Number / Work Order Number and date of each experience.
- iii) Work Order issuing authority of each experience.
- iv) Executed value of work against each work.

B. Financial Turnover:

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year, should be at least 30% of the estimated cost. (The Previous Financial Year shall be computed with respect to the date of NIT publishing date)

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage to bring them at current price level by adding 5% in the financial turnover for the 2nd year and 10% for the 3rd year. No weightage will be given in the turnover for the 1st year.

In respect of the above eligibility criteria the bidders are required to furnish the following information:

- i. Annual financial turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss Account or the turnover certificate.
- iii. Membership Number of the Chartered Accountant.
- iv. Date of issue of financial turnover certificate by Chartered Accountant.

C. **Permanent Account Number (PAN):**

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India. The bidder should produce the details of it with the tender.

D. **VAT/Sales Tax:** VAT, CST, Service Tax Registration nos. issued by Sales Tax Department of any Indian State Govt. are to be produced along with the Tender.

E. **Certification:**

The bidder must have ISO 9001:2000 (or higher) certification for QMS.

F. **Legal Status of the Bidder:**

The bidder shall have to submit certified copy of any one of the documents in support of the legal status of its firm.

- iv. Affidavit or any other document to prove proprietorship.
- v. Partnership deed containing name of the partners and details of assets.
- vi. Memorandum & Article of Association with certificate of incorporation containing name of the bidder.

G. **Affidavit on Non-judicial stamp paper as per Annexure-XI to be submitted in Part-I envelope.**

H. **Banning:**

The bidder should give a declaration that they have not been banned or delisted by any Govt. or Quasi – Govt. Agencies or PSUs. If a bidder has been banned by any Govt. or Quasi – Govt. Agencies or PSUs, the 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.

I. Even though the bidders meet the above eligible criteria; they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or failures etc. in the past during their contractual works with Govt., PSUs.

8. **Manpower Requirement:**

A. The types of Manpower with qualification and experience will be required for this project is mentioned below. The bidder must have capability of providing manpower for execution of the project.

- i) Type - I: **Project Manager** should possess minimum B.E. / B.Tech degree with minimum 5 (Five) years experience in ERP/ IT Projects.
He shall be posted at the BCCL HQ. He will be responsible for the entire project at various locations of BCCL or its Areas.
- ii) Type – II: **DataBase Administrator (DBA)** should possess minimum B.E. / B.Tech / MCA degree with minimum 3 (Three) years experience in RDBMS Implementation and experience. He also should be Oracle Certified Professional.

Only 1 (one) Database Administrator will be required for BCCL. He shall be posted at the BCCL HQ. He shall have to look after all the Areas / Locations under BCCL.

- iii) Type - III: **Programmer/ Engineer** should possess minimum B.E. / B.Tech / MCA degree with minimum 1 (One) year experience in 3 tier application development with Oracle, IDS and Java Environment in ERP type application.

Tentative number of Type-III Programmers/Engineers required for BCCL will be 11 (Eleven) or more/less. They will be posted at BCCL-HQ. But they may be required to visit areas as per requirement.

The successful bidder should take care of the manpower on account of resignation, leave etc.

- B. List of the personnel with qualifications as mentioned above to be posted at various locations of BCCL and its AREAs are to be furnished by the successful bidder before commencement of the contract.
- C. BCCL shall have right to increase or decrease in manpower as per requirement during the contract period at a short notice from committed manpower / Additional manpower on temporary basis. In such case payment shall be made on pro-rata basis.
- D. In case the BCCL is not satisfied with the performance of the manpower deployed, successful bidder shall have to replace such manpower at a short notice.

9. **Definitions:**

- i) **"Employer" or "Company"** means the Bharat Coking Coal Limited who will employ the contractor represented by the appropriate authority.
- ii) **"Principal Employer"** means the Bharat Coking Coal Limited or any of its areas or the officer nominated by the Company to function on its behalf.
- iii) The word **"Contractor/ Contractors"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) **"Customer"** means the Bharat Coking Coal Limited who will employ the contractor represented by the appropriate authority.
- v) **"Accepting Authority"** shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- vi) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

- viii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- ix) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

10. **Contract Documents:**

- A. The following documents shall constitute the contract documents :
 - i. Notice Inviting Tender/Detailed Tender Notice.
 - ii. Articles of Agreement
 - iii. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender Document to the Bidder.
 - iv. Conditions of contract, including General Terms & Conditions, additional terms & conditions, special conditions, if any, etc. forming part of the Agreement.
 - v. Scope of work, Details of work, Manpower deployment and Role and responsibility of the contractor.
 - vi. Finalized Work Programme.
- B. The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by General Manager (Systems) or his representatives or any other officials authorized by the company for the purpose.

- C. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

11. **Discrepancies and Adjustments Thereof:**

The documents forming part of the contract are to be treated as mutually explanatory of one another.

- A. In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.
- B. Any error in description, quantity or rate in schedule or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.
- C. Any difference detected in the tender/ tenders submitted resulting from :

- a. discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c. discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer alongwith other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

12. **General Instructions to the Tenderers:**

- A. A tenderer is required to submit his offers in **two parts in sealed covers** prominently super scribed as **Part-I and Part-II** respectively and he should indicate on each part, the Tender Notice Number and date.
- B. The two parts should contain the details of the offer as follows:

Part – I

Full details of the firm as per ANNEXURE V, Credentials of similar projects to CIL and its subsidiaries, details of S/W Development and Maintenance job handled in other PSU/ Govt. Organization, satisfactory performance certificate and any other relevant information. The bidder should fulfill the eligibility criteria as per clause 6.

The demand draft towards cost of EMD and the original money receipt or the demand draft against the cost of tender document also to be attached along with this bid. The Part – I bid shall also contain

- a) Commercial terms and conditions including the payment terms.
- b) ANNEXURE – I, ANNEXURE – II, PRICE BID-A (Un-priced Format), PRICE BID-B (Un-priced Format) and PRICE BID-C (Un-priced Format)
- c) The tender document and NIT with All the pages of the tender document and NIT duly signed with seal by the bidder as a token of acceptance of all terms and conditions of tender.

Part – II

Part – II offer shall contain Prices only, as indicated elsewhere in the tender documents.

- a) PRICE BID-A (MONTHLY MANPOWER CHARGE).
- b) PRICE BID-B (MODULE WISE MONTHLY MAINTENANCE CHARGE FOR COALNET APPLICATION PACKAGE) for BCCL.
- c) PRICE BID-C (TOTAL MAINTENANCE CHARGES FOR COALNET APPLICATION PACKAGE).

- C. The tenderer should quote specific rate in **Indian Rupees** only. The rates shall be written both in words and figures. The rates for the work should be inclusive of all incidentals, over-heads but exclusive of all taxes, duties like Works Contract Tax, Service Tax etc. The applicable taxes and duties should be mentioned separately by the tenderer. The rates written in words will be treated as final in case of the words and figures do not match.
- D. Part-II of the offer shall be opened only in respect of such tenders as are found valid after scrutiny of Part-I.
- a) Every tenderer is expected, before quoting his rates, to study/ assess the present status of various Software modules of the Application currently running in the respective Site of BCCL HQ along with corresponding Area Offices, etc. and determine their 'as-is-where-is' condition of the SOFTWARE modules of the current Application and submit modules maintainable by them as per ANNEXURE – I.
 - b) In accordance with ANNEXURE – I the tenderer has to submit ANNEXURE-II for Number of manpower to be deployed for maintenance job in BCCL, Dhanbad
 - c) The tenderer has to ascertain manpower by the guidelines given in the Table I and Table II of Annexure IV

13. **Validity of Offer:**

The rates offered in Part-II should be valid for a minimum period of 180 days from the date of opening of Part-I of the tender.

14. All the documents of the bid should be signed by a person or persons duly authorized to sign on behalf of the bidder. Authorization letter in this regard from competent authority / Affidavit in favor of the person(s) is required to be provided.

15. **Receipt of Tenders:**

Tenders shall be received in sealed covers in specified Tender Box up to 03:30 PM on 26-07-2010 at the following office :

Office of General Manager (CMC)
Bharat Coking Coal Limited
Koyla Nagar, Koyla Bhawan
Dhanbad – 826005
Jharkhand, India

And

Office of the Chief Sales Manager
BCCL
6, Lyons Range, Kolkata – 700001

16. **Opening of Tenders:**

Tender Part-I shall be opened at 4-00 PM on 27-07-2010 at the office of the **General Manager (CMC), Bharat Coking Coal Limited, Koyla Bhawan, Dhanbad – 826005.**

17. **Deputation of Representative for Negotiation:**

- i) After opening of the tender, if the company decides to negotiate, the tenderer(s) should be in a position to depute his/their representative(s) at short notice with full authority for negotiating on technical as well as commercial terms and conditions of the contract.
- ii) The company is not under any obligation to accept the lowest tender(s) and reserves the right to reject any or all the tenders or to accept wholly or partly any of the tenders without assigning any reason whatsoever.
- iii) Correction where unavoidable, shall be made by crossing out and correction attested with full signatures and date by the tenderer. Erasing or overwriting in the tender documents may disqualify the tenderer.
- iv) The tender shall be submitted in English and one witness should attest the signature of the tenderer at least. The names, occupation and addresses of the witness/witnesses shall be stated. When a tenderer signs a tender in a language other than English, the total amount of the tendered value should also be written in the same language.

18. **Scope of Work:**

To extend Maintenance support for two years or till new ERP is implemented at BCCL whichever is earlier for customized ERP named CoalNet Application Software which is presently running at different locations of Bharat Coking Coal Limited. The package is developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. The job includes the deployment / posting of qualified and experienced engineers at different sites as per the requirement of this Project. Details of the works, to be performed by the personnel deputed by the successful bidder, are mentioned in the Details of Work as mentioned in the Tender Document.

A. Details of Work:

- i) Implementation and Maintenance of CoalNet Application package at BCCL HQ and at its different area offices on 'as-is-where-is-basis'. The job includes maintenance & implementation of various modules of CoalNet Software Application packages viz. Payroll, Personnel Information system, Finance, Online Materials management system, Sales & Marketing (Road Sales Module) etc.
- ii) Implementation of new changes in the application software as and when any new business rules and deployment, logic processes, taxes etc. comes into effect.
- iii) Development of new forms & reports of various modules as needed from time to time as required by GM (Systems) of BCCL HQ and its areas.
- iv) Administration & Scheduling of backup of Database and Application Software and restoring the same as and when required.
- v) Tuning the database for Optimal Performance.
- vi) Module Version Control of CoalNet Application Software.
- vii) Debugging & fixing of problems arising in the running applications.

- viii) Documentation of CoalNet Application
- ix) Hand holding training to the end-users and systems personnel.

B. DETAIL ROLES & RESPONSIBILITIES OF THE BIDDER

- a) The bidder shall maintain the Application on '**as-is-where-is-basis**' at Sites, so as to ensure its effective day to day operational usage. The job includes support maintenance to the Application related modules at BCCL and various sites as per Annexure II. Annexure - I depicts the number of locations where different application modules to be maintained in BCCL at its HQ and various sites. Annexure – II depicts the status of different application modules to be maintained in a location.
- b) The bidder shall incorporate changes in the Application, if desired by Customer, provided such changes are in the scope of Application at its current form of implementation at Sites without causing any development of the Application. Upgrades of the Application are not under the present scope of current support maintenance. If desired by the Customer, The bidder may undertake such development, customization and implementation of any future Updates, Upgrades of Application at a mutually agreed rates and terms & conditions.
- c) Incorporation of changes in business logic and processes, which requires modifications of major portion of database structure, is not in the purview of maintenance & support job. The issue of major modifications of database structure and business logic will be resolved in the review meeting with GM (Systems) BCCL. However if it is imperative, it will be treated as additional task and man days required for development & implementation and terms & conditions will be decided in the review meeting between the successful bidder and GM(Systems) BCCL. However, Addition, Deletion, Modifications of fields/structure in transient Tables and small changes in business logic i.e., minor modifications have to be within the purview of the support maintenance contract for smooth operations of the Application modules for day to day basis.
- d) Considering the volume of investment in the project, if GM (Systems) BCCL desires, the successful bidder may undertake the maintenance of modules which are implemented earlier but not in running condition now. In such case, a joint committee consisting of GM (Systems) BCCL representative and the successful bidder, will assess the feasibility of making the module running. If both the parties agree, the successful bidder will initiate the revival of the module within reasonable time and once it is put into running condition, the successful bidder will maintain the same henceforth at the rate mentioned in PRICE BID-A (support engineer man-month wise) / PRICE BID-B (module maintenance charge per month wise). However the maintenance / support charge will be claimed from retrospective effect i.e., from the date of initiation of revival of the module. Accordingly the Annexure – I & II will be updated to include the said module in maintenance. GM(Systems) BCCL will be competent authority to decide regarding such cases during the tenure of this agreement. However the entire activity has to be Confined within the contractual period of 24 (twenty four) months of that area /location.

- e) The successful bidder shall debug and fix the operational problems, perform error handling while running the Application by users at Sites.
- f) The successful bidder shall generate additional reports and modify existing reports & queries, as per user's requirement, provided these are compatible with the existing database structures. However the number of additional reports & queries in a module to be generated in 24 months duration will be restricted up to the limit of 10% of the number of existing reports & queries at the time of commencement of this agreement. This restriction may be relaxed in case of extremely urgent cases subject to concurrence of GM(Systems) BCCL.
- g) The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.
- h) The successful bidder shall depute one Database Administrator at BCCL HQ for RDBMS (Relational Data Base Management System) & AS (Application Server) installation and its backup, restoration & smooth running of the Application modules. The engineer posted at BCCL HQ will cover all the locations under it.
- i) Project Management: The successful bidder shall depute one Project Manager at BCCL HQ. The successful bidder shall depute experienced SOFTWARE team to work under the Project Manager. Similarly Customer shall identify Project Manager for his side separately. The responsibility of the Project Manager of either side is to review the ongoing and uniform operation of the Application at Sites and to permit SOFTWARE changes subject to written approval of GM(Systems) and to record all relevant MIS data related for smooth operation of the Application at Sites. Status of the project shall be reviewed by GM (Systems) BCCL once a month with respective Project Manager of either side and shall be recorded.
- j) All the engineers deputed by the bidder shall be posted at BCCL HQ & site offices depending upon requirement and their attendance will be kept at the individual reporting place.
- k) The successful bidder will not be responsible for data entry / handling and data integrity. The successful bidder will try to identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission.
- l) Any Interface Software routines by which data is populated from other System to this Application Software, the successful bidder shall provide the support maintenance to the Interface as long as it is compatible with the database structure of this Application Software.
- m) The successful Bidder shall document all the changes incorporated in the application software and also improves the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.
- n) The successful bidder and its manpower deployed and involved in support maintenance of the Application System shall maintain confidentiality of data, logic or any other matters related to the Company on their part.

19. Other Terms and Conditions:

- i) The requirement of number and category of SOFTWARE persons to be deployed in BCCL HQ & site offices for the support maintenance will be decided as per Table - I & II in Annexure IV and clarifications given therein.
- ii) The need for additional SOFTWARE persons, if desired by the GM (Systems) BCCL, in subsequent time during the 24 (Twenty four) month period will be decided mutually between the successful tenderer and GM (Systems) BCCL.
- iii) Reduction of SOFTWARE persons is generally not envisaged during the 24 (Twenty four) month period. Should there be any pressing circumstances towards reduction of SOFTWARE manpower strength deployed at Site, such decision shall be taken at the next review meeting with GM(System) BCCL.
- iv) The successful tenderer shall have the right to take assistance/professional inputs from their Technology Associates / Business Partners maintaining its overall accountability to the Customer. The successful tenderer may be required to depute qualified manpower with specific domain knowledge under a short notice and with small lead time, for which the successful tenderer will have the right to hire appropriate manpower and seek other assistance from its Technology Associates / Business Partners. However, the successful tenderer will be solely responsible to the customer for the contractual obligations in all respects.
- v) In BCCL, the Project Manager will be whole-time employee of the successful bidder and should not be hired from Technology Associate / Service Provider.
- vi) The successful tenderer and/or its Technology Associates shall undertake the support maintenance. However If BCCL HQ and at its different areas arranges to perform support maintenance or effect modifications to the Application through other person/agency without prior consent of the successful tenderer and/or its Technology Associates, then the successful tenderer shall be discharged of its obligations under the agreement.
- vii) The successful tenderer shall make their own arrangements for transportation of their men and materials to the work's site/location at their own cost. However BCCL HQ and at its different areas may provide accommodation, if available, to their resident Project Manager, Database Administrator and Programmer/ support maintenance engineers as per normal rules /charges existing at that point of time.

20. Maintenance Service Availability:

The successful bidder shall have to provide maintenance support for the said Application during normal local working hours of BCCL on all days excluding weekly off and holidays. However in exigency they will have to work beyond normal working hours including weekly off and holidays at no additional cost. Such period is herein referred to as the 'Principal Period'. Maintenance support rendered during principal period shall be charged as specified in clause 20.

21. Support Maintenance Charges:

- i) BCCL shall be liable to pay the charges, as per rate mentioned in PRICE BID-C per month per module (considering all sites of the Company together) plus Service Taxes & Educational Cess as applicable for the maintenance support to the various modules of Application rendered by the successful bidder as per Annexure-I & II during the principal period for 24 (twenty four) months.

- ii) BCCL shall be liable to pay the support charges for RDBMS & AS , as per rate mentioned in PRICE BID-B per month plus Service Taxes & Educational Cess as applicable during the principal period for 24 (twenty four) months.
- iii) BCCL shall be liable to pay the support charges for Project Management, as per rate mentioned in PRICE BID-B per month plus Service Taxes & Educational Cess as applicable during the principal period for 24 (twenty four) months.
- iv) BCCL shall be liable for payment of Service Tax, Educational Cess or any other statutory taxes, duties and levies imposed by the Central and/or State Government and/or Local Bodies ,and as applicable from time to time on such maintenance support as arise from the implementation of this work.
- v) If any Taxes, Duties are decided as payable with retrospective date by any statutory authority and if the same are paid by the successful bidder, the customer shall reimburse the same to successful bidder.
- vi) BCCL shall pay directly to OEMs towards the renewal of Software license fees of O.S (Operating System), RDBMS, AS etc and also for the deputation of OEM's expert for any expert service rendered by them.

22. Payment Terms:

- i) Payment shall be made by BCCL on monthly basis with effect from the date of commencement of work by the successful bidder.
- ii) Payment shall be made monthly basis against bill in triplicate and based on previous month's performance certificate as per Annexure III duly signed by GM (Systems) BCCL which will be enclosed along with the bill as per PRICE BID-A after deducting penalty, if applicable as per clause 23. GM(Systems) BCCL will be performance certifying authority. Performance certificate is not needed for the release of payment for the first month, but commencement report should be attached.
- iii) All charges specified in the agreement shall be billed by successful bidder and such charges shall be payable by Customer within 21 days from the date of receipt of the bills.
- iv) Disputes regarding payment if any shall be resolved during monthly meeting between Customer and successful bidder.

23. Paying Authority:

The paying authority is FM(Pay), BCCL (HQ), Dhanbad.

24. Penalty:

i) For Maintenance support :

In case of any Core module at a location does not function due to non-availability of maintenance support for more than eight working hours, successful bidder will be liable to pay 1% of the monthly Support maintenance charges of that core module for that location for every such occasion, subject to a ceiling of 5% of such monthly fees for that location. While calculating the support maintenance charge of that module, only the monthly charges of category III support engineers for that module will be considered. Moreover, the module cannot be declared unavailable for non-completion of additional new reports & queries. To address the 'module non functioning issue', successful bidder may reallocate support engineer from nearby location with due concurrence of GM (Systems) BCCL, and in such case the absence of engineer of that nearby location will not be considered.

For Manpower :

If successful bidder fails to provide manpower of a specified category as mentioned in the scope of work up to seven working days in a month, the specified manpower charge shall be deducted on pro-rata basis for the period of absence. However relaxation of initial two days will be allowed for replenishment, provided at least 80% engineer should be present in a location having deployment strength of engineers more than one.

However, if period of absence exceeds consecutive seven working days and adequate substitute is not provided, penalty shall be imposed at the double of the specified category manpower charges on prorata basis for the period of absence.

25. **Deviation:**

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

26. **Price Certificate:**

In event of placement of order on you, you shall have to submit a price certificate in all your invoices in the following format.

"It is certified that the prices indicated in this invoice is not higher than the price charged to other Govt. organization / Public sector undertaking / Private organizations."

27. **Price Fall clause:**

The prices offered for the items under this contract by the contractor shall in no event exceed the lowest price at which the contractor provides such maintenance support or offers to provide maintenance support of identical description to any other organization during the period of contract.

If at any time, during the contract period, the contractor reduces the price of such maintenance support or offers to provide such maintenance support to any other organization at price lower than the price chargeable under this contract, he shall forthwith notify to General Manager (Systems) of BCCL, and the price payable under this contract for maintenance support provided after the date of coming into force of such reduction, shall stand correspondingly reduced.

28. **Risk Purchase Clause:**

In the event of failure of the contractor to provide maintenance support under this contract within the stipulated date/period of the order, or in the event of breach of any of the terms and conditions mentioned in the order, BCCL shall have the right to procure such maintenance support from elsewhere after due notice to the defaulting contractor at the risk and cost of the defaulting contractor. In the event of failure of the contractor as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other contracts pending in BCCL.

29. **Force Majeure Clause:**

The tenderers responsibility to maintain the Application in operating condition is subject to :

- a) The non-occurrence of any event beyond the reasonable control of the successful bidder including, but not limited to act of God or public enemy or Government authority confiscation of facilities, act of war or threatened war, hostility or rebellion or sabotage or damage resulting from fire, flood, explosion, accident, riot , lockouts, strikes or other concerted acts of workmen, direct or indirect, and inability to obtain materials on the part of the successful bidder.
- b) Non-occurrence of any event occasioned by fault or negligence of the Customer, his agent or his employees or by causes external to the Computer system and/or Application such as, but not limited, to power failure or fluctuation, or air-conditioning failure or by Customer's failure to maintain the site specifications as recommended or improper / wrong data feeding while running the Application.
- c) Performance by the Customer of his obligation under the agreement.

30. **Company's right To Accept Tenders:**

The Company does not pledge itself to accept the lowest of tenders and reserves itself the right to accept/reject the whole or part of the tenders without assigning any reasons, whatsoever. In case, some of the equipment are deleted from the contractor's scope of supply due to any reasons and are ordered on different suppliers, the Contractor should agree to form a consortium with the other supplier/suppliers for subjecting his equipment to the long terms performance test on integrated system basis and also for standardization of parts wherever applicable etc. Any deletion in scope of work shall be suitably accounted and contract price shall be adjusted accordingly.

31. **Refund of EMD:**

The earnest money will retained in case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means bidders who have not qualified for opening of Price Bid and those who have not emerged as L-1 bidder after opening of Price Bid. The earnest money deposited by L-1 bidder shall be adjusted against Security Deposit.

32. **Security Deposit and PBG:**

A. **Security Deposit:**

- i) The earnest money will retained in case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means bidders who have not qualified for opening of Price Bid and those who have not emerged as L-1 bidder after opening of Price Bid. The earnest money deposited by L-1 bidder shall be adjusted against Security Deposit.
- ii) The contractor shall deposit, immediately but within 15 days after receipt of Letter of Intent, the balance of 10% of awarded value after adjustment of the Earnest Money already paid as initial security deposit and shall remain at the disposal of the company as security for the satisfactory execution and completion of the work in accordance with the provisions of the contract.
- iii) The aggregate amount of security deposit shall not exceed 10% of the awarded or revised value of the contract, as the case may be subject to the maximum limit as stated above. Bank guarantee in lieu of security deposit is acceptable. The bank guarantee shall be valid for the completion period of contract including the extended period. Bank guarantee shall be irrevocable and from any nationalized bank approved by the company.
- iv) However for Central PSUs / Govt. organization, are exempted for submission of SD and PBG .

B. Refund of Security Deposit:

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the contract period and certified as such by GM (Systems) BCCL, the entire security deposit, remaining with the company shall be refunded to the contractor. However, the security deposit retained by the company will not carry any interest.

C. Performance Bank Guarantee:

As a contract security, the supplier/contractor shall be required to furnish a performance guarantee in the form of Bank Guarantee (as per proforma annexed) for a sum equivalent to 10% of the contract price from for the faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents. The performance guarantee shall remain valid till the expiry of twenty-four months plus ninety days, after issue of final acceptance certificate. All costs in this respect shall be born by the contractor. No interest will be paid on any guarantee money. In the event of failure to fulfill the contract requirement, the company will be at liberty to forfeit the said amount without prejudice and other rights and remedy.

33. Termination of Contract:

- a) Either party can terminate the agreement with three months notice in writing for non-performance of any of the articles of this agreement by the other party or for any other reasons.
- b) In the event of termination of agreement for any reasons, or in the event the successful bidder is discharged of its obligations as per the provisions of the agreement, no sum other than the amounts outstanding towards balance committed period (i.e. three months from the date of termination notice served provided service was rendered) under this agreement shall be payable by the Customer.

34. Arbitration:

In the event of any dispute or difference relating to the interpretation and application of the provision of the contract, such dispute or difference shall be referred to by either party to the arbitration of one of the Arbitrators in the Department of public Enterprise to be nominated by Secretary to the Government of India, in-charge of the Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Secretary or the Special Secretary /Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

35. Jurisdiction:

Subject to the arbitration herein above provided, any suit or proceedings to enforce the rights of either of the parties hereto under this agreement shall be instituted in and tried only by the courts in the city of DHANBAD and by no other court and both parties hereto hereby expressly agree to submit to the jurisdiction of such court.

ANNEXURE – I**MAINTENABLE MODULES BCCL HQ and its 12 Nos. Area OMMS Centres****Location Details**

| Sl. No | Core Module | Name of the Module under Maintenance | | No. of Sites | Location of Site |
|--------|-------------|--------------------------------------|-----------------|--------------|--|
| 1 | Type I | Payroll | Centralized | 1 | BCCL HQ. |
| | | | Non-Centralized | | |
| 2 | | Finance | | 1 | BCCL HQ. |
| 3 | | Sales - Rail | Online | | |
| | | | Offline | | |
| 4 | Type II | Sales - Road | Online | 1 | BCCL HQ. |
| | | | Offline | | |
| 5 | | MMS | Purchase | | |
| | | | Stores | 12 | Stores/Offices in the Command Area of BCCL |
| 6 | | PIS | | 1 | BCCL HQ |
| 7 | Single Core | Equipment | | | |
| 8 | | Production | | | |
| 9 | | Grievance Monitoring | | | |
| 10 | | MIS & Statistics | | | |
| 11 | | Project | | | |
| 12 | | Planning | | | |
| 13 | | MOC | | | |
| 14 | | VVIP | | | |

ANNEXURE –II**MANPOWER TO BE DEPLOYED**Name of Subsidiary: BHARAT COKING COAL LIMITED

| Sl. No. | Core Module | Name of the Module under Maintenance | | No. of Manpower to be deployed in BCCL for Maintenance work | | | | |
|---------|-------------|--------------------------------------|-----------------|---|-------------|--------------|-------------------------------|-------|
| | | | | BCCLHQ | | | Area Office / Regional Stores | Total |
| | | | | Category I | Category II | Category III | Category III | |
| 1 | Type I | Payroll | Centralized | 1(PM) | 1(DBA) | 3 | | 5 |
| | | | Non-Centralized | | | | | |
| 2 | | Finance | | | | 2 | | 2 |
| 3 | | Sales - Rail | Online | | | | | |
| | | | Offline | | | | | |
| 4 | | Sales - Road | Online | | | 2 | | 2 |
| | Offline | | | | | | | |
| 5 | Type II | MMS | Purchase | | | | | |
| | | | Stores | | | 1 | | 1 |
| 6 | | PIS | | | | 1 | | 1 |
| 7 | | Equipment | | | | | | |
| 8 | Production | | | | | | | |
| 9 | Single Core | Grievance Monitoring | | | | | | |
| 10 | | MIS & Statistics | | | | | | |
| 11 | | Project | | | | | | |
| 12 | | Planning | | | | | | |
| 13 | | MOC | | | | | | |
| 14 | | VVIP | | | | | | |
| TOTAL | | | | 1 | 1 | 9 | | 11 |

ANNEXURE –III**PERFORMANCE CERTIFICATE**

FOR THE MONTH OF _____ Year _____
Date:

This is to certify that _____ has maintained the COALNET APPLICATION PACKAGE satisfactorily at _____ and Central/Regional Stores/ Area Office locations during the month of _____ year _____. They have deployed _____ persons during the month.

| Sl. No. | Core Module | Name of the Module | | No. of Manpower deployed | | | | | Man-days Not Available |
|---------|-------------|----------------------|-----------------|--------------------------|-------------|--------------|-------------------------------|-------|------------------------|
| | | | | BCCL HQ | | | Area Office / Regional Stores | Total | |
| | | | | Category I | Category II | Category III | Category III | | |
| 1 | Type I | Payroll | Centralized | | | | | | |
| | | | Non-Centralized | | | | | | |
| 2 | | Finance | | | | | | | |
| 3 | | Sales – Rail | Online | | | | | | |
| | | | Offline | | | | | | |
| 4 | | Sales – Road | Online | | | | | | |
| | | | Offline | | | | | | |
| 5 | | Type II | MMS | | | Purchase | | | |
| Stores | | | | | | | | | |
| 6 | PIS | | | | | | | | |
| 7 | Equipment | | | | | | | | |
| 8 | Production | | | | | | | | |
| 9 | Single Core | Grievance Monitoring | | | | | | | |
| 10 | | MIS & Statistics | | | | | | | |
| 11 | | Project | | | | | | | |
| 12 | | Planning | | | | | | | |
| 13 | | MOC | | | | | | | |
| 14 | | VVIP | | | | | | | |
| TOTAL | | | | | | | | | |

ANNEXURE –IV**TABLE I : ASCERTAINING MANPOWER**

| Manpower | Qualifications | Experience | Requirement | Remark |
|---|-------------------|---|---|--------------|
| Project Manager | BE / B Tech | Minimum 5 (Five) years experience in ERP / IT projects | One for Company | Category I |
| Database Administrator | BE / B Tech / MCA | Minimum 3 (three) years experience in RDBMS implementation / maintenance | One for Company | Category II |
| Programmer / support Maintenance Engineer | BE / B Tech / MCA | Minimum 1 (one) year experience in maintenance / support of RDBMS with Web enabled applications | As per guideline given in Table II for " Core Module Type I & II " for a location | Category III |

Definition of Core Modules :

Core Module Type I ; Payroll , Road Sales, Finance .

Core Module Type II ; MMS, PIS

All other modules of CoalNet Phase I & II will be treated as Minor Modules for the purpose of support maintenance. All these Minor modules in a location will be treated as **single Core Module** for the purpose of ascertaining number of support engineer.

TABLE II: Minimum Support engineers (Category III) needed in a location:

A. Core Type I Programmer / support Maintenance Engineer

| Modules | Type of processing | BCCL HQ | Area locations |
|------------|--------------------|---------|---|
| Payroll | Centralized | 3 | As per clubbing method described in 'C' below |
| | Non-centralized | | As per clubbing method described in 'C' below |
| Road sales | Online | 2 | As per clubbing method described in 'C' below |
| | offline | | As per clubbing method described in 'C' below |
| Finance | | 2 | As per clubbing method described in 'C' below |
| Rail sales | online | | As per clubbing method described in 'C' below |
| | offline | | As per clubbing method described in 'C' below |

B. Core Type II Programmer / support Maintenance Engineer

| Modules | Type of processing | BCCL HQ | Area locations |
|------------|--------------------|---------|---|
| MMS | Purchase | | As per clubbing method described in 'C' below |
| | Stores | 1 | As per clubbing method described in 'C' below |
| PIS | | 1 | As per clubbing method described in 'C' below |
| Equipment | | | As per clubbing method described in 'C' below |
| Production | | | As per clubbing method described in 'C' below |

C. Clubbing of Programmer / support Maintenance Engineer will be followed as per the following. It is applicable only in case of Area locations.

1. For a single core module running in a location : One support engineer
2. For 2 to 3 core modules running in a location : Two support engineer
3. For 4 or more core modules running in a location : Three support engineer

Location means either BCCL HQ or Area/Collieries etc. GM (Systems) BCCL may reallocate manpower, in consultation with the bidder. The above distribution is a norm and a typical example. However actual engineers to be deployed in various locations for various modules may be increased as per the decisions of GM(Systems) BCCL with due approval and form the basis of payment..

Subsequently BCCL will have the power to add the manpower as well as reallocate and/or redistribute manpower deployed in BCCL for smooth operation of the said contract. However the category wise total manpower at BCCL at any point of time must be monitored with due approval and form the basis of payment.

D. One Project Manager and One Database Administrator for the BCCL HQ where maintenance agreement will be made

ANNEXURE- V
BIDDER DETAILS

PARTICULARS

1. **Name and Address of Tenderer:**
2. **Ownership Status**
 - a) Company : Whether company/Partnership (firm/Proprietorship) or Govt. Undertaking :
 - b) Document to attach : Memorandum of Association and Article of Association/ Partnership Deed
3. **Financial Data/Resources :**
 - a. Income Tax PAN No.
 - b. Copy of latest Sales Tax / VAT Clearance Certificate, Sales Tax Registration certificate.
 - c. Documentary evidence to prove availability Working capital.
Latest copy of audited balance sheet, profit and Loss account, income and expenditure statement For the last three years.
 - d. Copy of P.F. registration
4. ***Past Experience***
 - a. Details of similar works executed during past 7 (seven) years

| Sl. No. | Year | Name of Job with work order reference and brief description | Value of work | Organisation for which job was executed | Copy of work order to be attached | Completion Certificate to be attached |
|---------|------|---|---------------|---|-----------------------------------|---------------------------------------|
| | | | | | | |

5. Total Volume of work handled during the above 7 (seven) years (and completed for which completion certificate are enclosed) in terms of Rs.
- 6.

TECHNICAL RESOURCES

- a) List of technical personnel with their qualification and experience, available with the tenderer as mentioned under clause no. 8 (Manpower Requirement).

7. **DETAILS OF EARNEST MONEY**

a) Deposit of earnest money :

Draft No.
Drawn on
Amount (Rs.)

8. The tenderer shall ensure that the offer shall be completed & no column is left unfilled. The tenderer should provide point wise and sub-point wise compliance of all the clauses of NIT. If the bidder does not provide point wise reply, the bid may be considered as incomplete and the company reserves the right to reject such bid.

Note: Separate sheets may be attached to furnish details if necessary.

Signature of the tenderer
With Date

Seal :

ANNEXURE - VI
PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT.

M/s. Bharat Coking Coal Limited,
Koyla Bhawan,
Dhanbad -834 029
Dear Sir,

In consideration of M/s. Bharat Coking Coal Limited having its Registered Office at Dhanbad (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No..... dated..... issued in favour of M/s. for (hereinafter referred to as "the contract" to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s..... (hereinafter called "the Contractor") or in lieu of deduction to be made from the contractor's bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed to pay the company to the extent of Rs..... on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri who is authorised by the Bank. Under

jurisdiction of court only.

ANNEXURE VII

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY OF THE CONTRACT

To

.....
.....

Re: Bank Guarantee in respect of Contract No.....
Dated..... Between (name of the)
and (name of the Contractor)

M/s. (Name and address of the Contractor) (hereinafter called "the Contractor" with M/S. (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish the Bank Guarantee from a Nationalised bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

The (name of the Bank) having its Office at..... has at the request of the Contractor agreed to give the Guarantor hereinafter contained.

We, the Bank (hereinafter called "the Bank" do hereby unconditionally agreed with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on demand and without any objection or demur to pay to the company the said sum of Rs..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

We, the Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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 company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... the guarantee shall remain in force till the day of and unless the guarantee is renewed or claim is preferred against the bank within six months from the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

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

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

Dated., this day of

Signature of the authorized person

For and on behalf of the Bank

Place

Under jurisdiction of court only.

ANNEXURE – VIII
e- Payment FORMAT
 (TO BE RETURNED TO THE COMPANY)

TO

Dear Sir,

REF: AUTHORISATION OF ALL OUR PAYMENTS THROUUGH ELECTRONIC FUND
 TRANSFER SYSTEM /RTGS/CBS/INTRA BANK TRANSFER.

We, hereby authorize Bharat Coking Coal Limited to make all our payments against our bills, Refund of Earnest Money Deposit and security deposit, through Electronic fund Transfer system /RTGS/CBS/Intra Bank Transfer. The details for facilitating the payments are given below.

(TO BE FILLED IN CAPITAL LETTERS)

| | | |
|-----|---|--|
| 1. | NAME OF THE BENEFICIARY | |
| 2. | ADDRESS (WITH PIN CODE) | |
| 3. | TELEPHONE NO. (WITH STD CODE) | |
| 4. | BANK PARTICULARS | |
| (A) | BANK NAME | |
| (B) | BANK TELEPHONE NO. (WITH STD CODE) | |
| (C) | BRANCH NAME | |
| (D) | BANK BRANCH CODE | |
| (E) | BRNACH ADDRESS (WITH PIN CODE) | |
| (F) | BANK FAX NO. (WITH STD CODE) | |
| (G) | 9 DIGIT MICR CODE OF THE BANK BRNACH (ENCLOSE COPY OF A CANCELLED CHEQUE) | |
| (H) | 11 DIGIT IFSC CODE OF BENEFICIARY BRANCH | |
| (I) | BANK ACCOUNT NUMBER | |
| (J) | BANKACCOUNT TYPE (TICK ONE) | |
| | SAVING | |
| | CURRENT | |
| | LOAN | |
| | CASH CREDIT | |
| | OTHERS | |
| | IF OTHERS, SPECIFY | |
| 5. | PERMANENT ACCOUNT NUMBER (PAN) | |
| 6. | E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS | |
| 7. | BCCL VENDOR CODE | |

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I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible. We also agree to bear the bank charges, if any for enabling such transfer.

(AUTHORISED SIGNATORY)

Name:

Official Stamp

Date:

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No-----
-----with our branch and the Bank particulars mentioned above are correct.

(AUTHORESED SIGNATORY)

Authorization No.:

Name:

Official Stamp

Date:

ANNEXURE- IX
INTEGRITY PACT

Between

_____ (Name of the Company) 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, contracts 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 international Non-Governmental Organisation "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:-
 - 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.
 - 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.
 - 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.

2. 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.
3. 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, BCCL contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
4. The Bidder/Contractor will not commit any offence under the relevant Anticorruption 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.
5. 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.
6. 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 transgressors within the company hierarchy of the Bidder and the amount of 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 any 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 damaged caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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 of 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 transgressions 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/Contracts/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 parties that they act in 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, take 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

Place.....

Date.....

For the Bidder/Contractor

Witness 1.....

Witness 2

ANNEXURE- X

UNDERTAKING

(Only for tenderer using downloaded tender document from Website)

1. We undertake that the tender submitted by, is downloaded from BCCL website (<http://www.bccl.cmpdi.co.in>) and is same in content and form (verbatim), and any deviation, if detected, at any state, would entitle BCCL to reject our bidding/offer without assigning any reason or recourse to any penal action and would be legally binding on us.
2. We undertake, we will accept the tender document as available in web site and our tender will be rejected if any tempering in the tender document is found to be done at time of opening of tender.
3. In case of any discrepancy between the tender document downloaded from web site & the master copy available in the office, the later shall prevail and will be binding on us. We will not claim on this account.

Signature:_____
(Of tenderer)

Seal:_____

ANNEXURE- XI

Format for Affidavit

Non Judicial Stamp Paper.

AFFIDAVIT

I, ----- Partner/Legal Attorney/Accredited
Representative of M/s ----- Solemnly declare that :

1. We are submitting tender for the work ----- against
tender notice number ----- dated----- .

2. None of the partners of our firm is relative of employee of Bharat Coking Coal Limited.

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this tender is complete , correct and true.

4. All documents /Credentials submitted along with this tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/incorrect at any time, department may cancel my tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the tenderer.

Dated-----

Seal of Notary

BHARAT COKING COAL LIMITED

TENDER DOCUMENT

PART - II

1. NAME & PLACE OF WORK : To extend Maintenance support for two years or till new ERP is implemented at BCCL whichever is earlier for customized ERP named CoalNet Application Software for Coal India which is presently running at Bharat Coking Coal Limited. The package has been developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. Details of the works to be performed by the bidder are mentioned in the detailed Scope of Work as mentioned in the Tender Document.

2. Tender Notice No. BCCL/GM(CMC)/CoalNet/2010/943 Date: 24.06.2010

3. Estimated Cost: - Rs . 2,45,00,000/-

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
(Contract Management Cell)
Koyla Bhawan : Dhanbad.

PRICE - BID

Part – II : - Contains 04 (Four) Pages.

Tender Notice No. BCCL/GM(CMC)/CoalNet/2010/943

Date: 24.06.2010

Name of Work : To extend Maintenance support for two years or till new ERP is implemented at BCCL whichever is earlier for customized ERP named CoalNet Application Software for Coal India which is presently running at Bharat Coking Coal Limited. The package has been developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. Details of the works to be performed by the bidder are mentioned in the detailed Scope of Work as mentioned in the Tender Document.

Date & Time of submission
of Tenders : - As per NIT

Name & Address of the Tenderer : - _____
to whom issued

Date of issue: - _____

Application fee of Tender Document :- **Rs. 3000/ Set**

Bank draft / Cash Receipt No. & Date: - _____

Signature of the officer issuing Tender Papers
P/1

BHARAT COKING COAL LIMITED
PART----II (PRICE BID)

Tender Notice No. BCCL/GM(CMC)/CoalNet/2010/943

Date: 24.06.2010

1.Name & address of the Tenderer :- _____

2. Name of person /official :- _____
(with designation) authorised
to submit Price Bid:

3. Amount of Earnest Money / Bid Security: -- **Rs. 1,22,500/-**

Name and place of work : To extend Maintenance support for two years or till new ERP is implemented at BCCL whichever is earlier for customized ERP named CoalNet Application Software for Coal India which is presently running at Bharat Coking Coal Limited. The package has been developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. Details of the works to be performed by the bidder are mentioned in the detailed Scope of Work as mentioned in the Tender Document.

I/ We have agreed to do the above mentioned work as per my/our quoted rates as under with due consideration of various stipulations given in the Part-I & Part-II of the tender document governing my / our quoted rates irrespective of whether all are specifically mentioned in the description of item or not.

I / We also hereby declare to abide by all the terms and conditions and various stipulations of the tender document (Part- I & Part- II).

(Rates quoted in figures as well as in words and the amount worked out for each item accordingly and duly totaled).

Signature of the Bidder

P/2

Part-II

PRICE BID –A

MONTHLY MANPOWER CHARGE

| Category | Manpower | Qualifications | Experience | Rate of man month * |
|----------|---|--------------------------|---|---------------------|
| I | Project Manager | BE / B Tech / MCA / M Sc | Minimum 5 (Five) years experience in ERP / IT projects | |
| II | Database Administrator | BE / B Tech / MCA / M Sc | Minimum 3 (three) years experience in RDBMS implementation / maintenance | |
| III | Programmer / support Maintenance Engineer | BE / B Tech / MCA / M Sc | Minimum 1 (one) year experience in maintenance / support of WEB enabled /RDBMS applications | |

*** Service Taxes and Education Cess Extra**

Signature of the Bidder

P/3

Part-II

PRICE BID –B

MODULE WISE MONTHLY MAINTENANCE CHARGES FOR COALNET

APPLICATION PACKAGE

at Bharat Coking Coal Limited

| Sl. No. | Core Module | Name of the Module under Maintenance | | BCCL HQ | | Area Office / Regional Stores | | Total Monthly Maintenance Rate (in Rs.) |
|-----------|--|--------------------------------------|-----------------|---------------------------------|--|---------------------------------|--|---|
| | | | | No of Support Engineers deputed | Monthly Module Maintenance Rate (in Rupees.) * | No of Support Engineers deputed | Monthly Module Maintenance Rate (in Rupees.) * | |
| 1 | Type I | Payroll | Centralized | | | | | |
| | | | Non-Centralized | | | | | |
| 2 | | | Finance | | | | | |
| 3 | | Sales - Rail | Online | | | | | |
| | | | Offline | | | | | |
| 4 | | Sales - Road | Online | | | | | |
| | | | Offline | | | | | |
| 5 | | Type II | MMS | Purchase | | | | |
| | Stores | | | | | | | |
| 6 | PIS | | | | | | | |
| 7 | Equipment | | | | | | | |
| 8 | Production | | | | | | | |
| 9 | Single Core | Grievance Monitoring | | | | | | |
| 10 | | MIS & Statistics | | | | | | |
| 11 | | Project | | | | | | |
| 12 | | Planning | | | | | | |
| 13 | | MOC | | | | | | |
| 14 | | VVIP | | | | | | |
| 15 | Project Management | | | | | | | |
| 16 | Database & AS Support | | | | | | | |
| T O T A L | | | | | | | | |
| 17 | Total Monthly Maintenance Charge (Basic) | | | | | | | |
| 18 | Tax on Basic Charges | | | | | | | |
| | a) | | | | | | | |
| | b) | | | | | | | |
| 19 | GRAND TOTAL (17 + 18) | | | | | | | |

Note:

(*) Monthly Module maintenance Charge = (No. of Support Engineers of Category III deployed for the Module * Man-month Charges of Category III Support Engineer). No. of category III Support Engineers to be deputed will be guided by Table II of Annexure – VI.

If the number of Support Engineers against any module increases as per Clause 7 D, the corresponding maintenance Charges of that module will proportionately increase accordingly the man-month rate as mentioned in Annexure – III.

Signature of Bidder

P/4

Part-II

PRICE BID –C

TOTAL MAINTENANCE CHARGES FOR COALNET APPLICATION PACKAGE

| Sl No | Name of Place | Monthly Maintenance Charge (Basic) (A) | Monthly Maintenance Charge (Tax) (B) | Total Maintenance Charge (Basic) (C) = A * 24 | Total Maintenance Charge (Tax) (D) = B * 24 | Total Maintenance charge for 2 (Two) Years (including Tax) (E) = C + D |
|----------|---------------|--|--|---|--|--|
| 1 | BCCL, Dhanbad | | | | | |

Signature of the Bidder