BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)

PURCHASE ORDER NO. BCCL/PUR/718040/AREA LAN RENTAL/18-19/18/147 **DATED 05.02.2019**

BY REGD.POST / SPEED POST

To

M/s MINESOURCE INDIA PVT. LTD,	
Ratanjee Road(Beside India Hotel),	**GSTIN No-20AADCM3464E1ZZ**
Purana Bazaar, Dhanbad-826001	**PAN no-AADCM3464E**
Phone: 9801437252	email-msical.india@gmail.com

Sub: **Supply, installation, commissioning and setting up a LAN of 740 points at all (22) user locations of BCCL, ON RENTAL BASIS FOR 72 MONTHS**

Ref. i) your offer against Our Tender No: BCCL/PUR/718040/ AREA LAN RENTAL/18-19/18 Date-29.06.2018, opened on 30.07.2018 online

Dear Sirs,
With reference to the above, we for and on behalf of BCCL hereby enter into a Contract with you for Supply, installation, commissioning and setting up a LAN of 740 points at all (22) user locations of BCCL, ON RENTAL BASIS FOR 72 MONTHS to Bharat Coking Coal Limited., situated in Jharkhand and West Bengal State at the following price, terms and conditions:

1. **Scope of Supply:** Annexure `A', Annexure 'AA', Annexure 'AB', for SPECIAL TERMS & CONDITIONS & SCOPE of WORK

Make and model	Item	OTC payable per unit excluding GST (Rs)	OTC payable per unit including GST @18% (Rs)	Monthly Rental per unit excluding GST (Rs)	Monthly Rental per unit including GST @18% (Rs)
As per BOM at Annexure- AA	Supply, installation, commissioning and setting up a LAN of 740 points at all (22) user locations of BCCL, ON RENTAL BASIS FOR 72 MONTHS	518.40	611.71	180	212.4

Make and model	Item	Total OTC for Required Quantity excluding GST (Rs)	Total OTC for Required Quantity including GST @18% (Rs)	Total Rent payable/ Quarter excluding GST (Rs)	Total Rent payable/ Quarter including GST @ 18% (Rs)	Total Charge Payable for 72 month rental period (Total Charge=Total Rental+Total OTC) excluding GST (Rs)	Total Charge Payable for 72 month rental period (Total Charge=Total Rental+Total OTC) including GST @ 18% (Rs)
As per BOM at Annexure - AA	Supply, installation, commissioning and setting up a LAN of 740 points at all (22) user locations of BCCL, ON RENTAL BASIS FOR 72 MONTHS	383616.00	4,52,666.88	3,99,600	4,71,528	99,74,016.00	1,17,69,338.88

The Total Contractual value will Rs 1,17,69,338.88/-(Rs One Crore Seventeen Lakhs Sixty Nine Thousand Three Hundred and Thirty Eight Rupees and Paise Eig hty Eight only)

The period of Rental Contract for the Job is Six years (72 months) from successful installation, & commissioning all the equipment and devices required for establishment of LAN & acceptance of the LAN at all the locations

2. **PRICES:** The above prices are FIRM & FOR destination basis

3. **GST:** a) GST shall be paid extra as legally applicable. Present rate is @18% as indicated above
   b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
   c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
   d) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.
   e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note the above mentioned IDs are provisional IDs and when GST authority will issue final registration certificate, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

4. **PAYMENT TERM:**
   a) OTC, if applicable, shall be payable only if you complete the supply as per requirement including the installation and commissioning work, satisfactorily within the stipulated time period (12 weeks) and submission of certificate to this effect, issued by the General Manager of concerned area or by the HoD (administrative head) of the group (enclosed at Annexure"AB") or by their authorized representative. OTC if payable, to be paid only after deduction of the full amount, deductable under LD clause of the tender. If full amount of LD deduction be more than payable OTC amount, then the balance amount will be deducted from the subsequent rental bill/ bills.
   b) Monthly Rental Charges shall be payable after completion of each quarter, to be counted from the date of beginning of the rental contract, after adjusting penalty if any against the same quarter. The date of beginning of the contract should be a single date and to be mutually decided by the GM(System), BCCL or his authorized representative, after completion of all installation & their acceptance. The quarterly bill shall be paid within 30 (thirty) days on receipt and acceptance of the same except the quarterly charges bill for the last quarter.
   c) Bill for the last quarter will be raised on completion of the last quarter and shall be paid after deducting all outstanding penalty charges, if any, and current penalty charges for the last quarter.
   Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS).

5. **DELIVERY PERIOD:** Supply of all items, including the items which may be necessary for successful installation and commissioning of the LAN at all the locations but are not specifically mentioned in the BOM, their successful installation and commissioning of the all required LAN points at all locations is to be completed within 12 (twelve) weeks from the date of issuance of the work order.
6. **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows:
   The supplier shall warrant that the equipment supplied under the contract / supply order
   (a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
   (b) is in accordance with the contract specifications.
   (c) shall have no defects arising out of design, materials or workmanship.

The successful bidder shall guarantee that all the network components, related Hardware, Software, UPS, etc supplied under this contract, shall be in accordance with the minimum specifications of the contract and shall have no defects arising out of design, materials or workmanship. The supplier will be responsible for smooth functioning of the material/ equipment, which include all network components, Hardware, Software, UPS, etc supplied under this contract, for the entire period of the contract, i.e. 72 months from the date of successful installation and commissioning..

The guarantee/composite warranty shall be submitted along with the bill.

7. **PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE):**

a) In the event of failure to install all the LAN points within the stipulated period in accordance with the contract and in the event of breach of any of the terms and conditions mentioned in the contract/ order, liquidated damages will be applicable as per the standard/general terms and conditions of BCCL. The bidders will confirm their acceptance of the following :

b) In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

c) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.

d) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or

e) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or

f) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed shall not be more than the agreed liquidated damages except in case of force majeure condition.

g) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

h) To forfeit the security deposit fully or in part

8. **PERFORMANCE BANK GUARANTEE(PBG):** PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10% value of the supply order (by adding GST etc. to the FOR destination price of the items ordered) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

The Performance Bank Guarantee shall be released after fulfilment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

9. **SECURITY DEPOSIT:** You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in NIT) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. For successful supply, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.The Security Deposit Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - F

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

10. **PRICE FALL CLAUSE**: The supplier undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the supplier to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the supplier to BCCL, if the contract has already been concluded.

11. **CONSIGNEE:** GM(Area) or his authorized representative/Administrative head of the group (enclosed at Annexure "AB") of BCCL..
12. **PAYING AUTHORITY:** HoD (Pay); Pay Office,Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad (Jharkhand) 826005
13. **INSPECTION:** The inspection shall be carried out by the GM(System),BCCL or by his authorized representative. BCCL shall have the right to inspect and/or to test the material to ensure their conformity with the minimum required specification and contract and in case any inspected/tested goods fail to perform to the minimum required specifications, the inspecting authority may reject them and the supplier shall either replace the rejected goods or make alteration necessary to meet the specifications at his own cost.

14. **PRICE CERTIFICATE:** A Price certificate as stated below, should be submitted along with supply bill:

    "The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date"

15. **SUBMISSION OF BILL:**Bill as per GST Act/rules and pre_receipted stamped original bill for 100% value in six copiesalong with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.
16. **PACKING::**The Supplier should confirm provision of proper packing of the goods to be transported by them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the order.
17. **ISSUE OF E WAY BILL:**The supplier shall generate E-Waybill, wherever required.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

All other terms and conditions and technical specifications along with scope of supply will strictly applicable as per NIT, Annexure-A, Annexure 'AA', Annexure 'AB' enclosed, your techno-commercially accepted offer & as per company norms.

This issues with approval of competent authority.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited

05/02/19
(Sonu Gupta)
Dy Mgr. (MM)

05/02/19
(N.S. Saini)
GM (MM)

INDENT REFERENCE:

Sr.No	Indent no. and Date	BC no. & dt.
1	(IR no.718040 dtd 20.06.18)	Rs. 16,64,182.58/- accorded vide BCCL/Rev/2300/18-19/Hire Ch of Computer/08 dated 05.04.18 for 18-19 Advance revenue budget communication by C&B department vide letter no 64 dated 13/06/18 User department is requested to ensure availability of budget for payment in respective years

ENCl:

1. Annexure 'A'- SPECIAL TERMS & CONDITIONS & SCOPE of WORK
2. Annexure 'AA'- Bill of Material & Technical specification
3. Annexure 'AB'- LAN locations
4. Annexure 'B'- Technical Parameter Sheet
5. Format for Bank guarantee for Security Deposit and Performance Bank Guarantee

Copy to:

1. GM(System) I/C, Koyla Bhawan, Dhanbad.
2. GM(Areas),BCCL
3. MM(Tech Cell), MM Div,Koyla Bhawan
4. Office Copy/Master Copy/Tech
5. HOD(Pay), Koyla Bhawan, Dhanbad
6. GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL.
7. IEM: Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony, New Delhi-110048
8. IEM : Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301. E-mail-sudhakarpd2@gmail.com

Annexure-A
SPECIAL TERMS & CONDITIONS & SCOPE of WORK

1. Period of Contract: The period of Rental Contract for the Job is Six years (72 months) from successful installation, & commissioning all the equipment and devices required for establishment of LAN & acceptance of the LAN at all the locations. You are required to complete all activities related with supplies, installation and commissioning of all the related items and devices, whether specified or not in the Bill of Materials but require for commissioning of LAN at all required points (as detailed under 'Scope of work' at 2.2 below) within 8 (eight) weeks from the date of issue of work order. The period of contract (i.e. Rental period) for comprehensive on-site maintenance will start only after successful completion of all the activities related with supplies, installation, commissioning work inclusive of configuration of the networks and acceptance of the same by BCCL. The deemed date of start of the 72 months rental period shall be notified jointly by the General Manager (Systems), BCCL and you.

1.1 BCCL may, after the expiry of 72 months, continue to use the networks with all its' components, hardware and peripherals at a reduced rental, covering only the maintenance, for a period mutually agreed between the company (BCCL) and the supplier.

1.2. After completion of rental period or the extended-rental period as per above clause 1.1, all the passive components of LAN (i.e all laid cables through Pipes, I/O boxes, Racks, Patch cords etc.) will be the property of BCCL and will remain with BCCL.

2. Scope of Work:

2.1 Supply, installation and commissioning of all required networking devices and associated network accessories specified or not in the Bill of Materials (BOM) and setting up a LAN of 740 points at all user locations, as explained at 2.2 below. The quantity & items, mentioned in the Bill of material, are only indicative. you have to provide the actual required quantity having basic minimum specification as detailed at TS-1 to TS-7 to complete the installation of LAN.

2.2 You have to establish and set-up the estimated 740 number of LAN points (I/O) at 22 different area/unit locations, within the command area of BCCL and at BCCL Kolkata office. A provisional list of 'location wise distribution' of the required quantity of points (I/O), has been placed at annexure "AB". The locations as well as the number of LAN points (I/O) may be changed/ revised as per the requirement before their installation. However, the total LAN points will be within the maximum limit of 10% extra (more) than the estimated number of 740 points during initial installation. Total estimated number of LAN points may, however, increase during the rental period of 72 months, as per the requirement of the user area/ unit and You will have to establish the additional LAN points as per the requirement within the purview of following guidelines.

- Up to 10% Extra connectivity, i.e total 74 nos. (max) on estimated 740 I/Os, are to be provided on requirement, at no additional cost. " Location wise distribution" of LAN points are indicative against each area/group shown at annexure-AB. Local authority will decide and finalize their requirement subject to the (indicated no +10%) against respective area/group.
- Further increase of connectivity for users (beyond 10%), if required by any area during the period of contract is to be made available by you for the remaining period of the contract, at the same monthly payable rate as will be finalised for this contract. However, necessary approval and payment, for such additional points are to be obtained by the concerned area authority only.

2.3 YOU SHOULD SUBMIT A SCHEMATIC DIAGRAM, DULY SIGNED BY THE AUTHORIZED PERSON, AGAINST EACH LOCATION BEFORE PAYMENT OF OTC (if any) OR BEFORE PAYMENT OF 1ST RENTAL BILL.

2.4 You will supply all required items, specified or not in the Bill of Materials at Annexure-AA, and carry out the installation of LAN including all cabling work i.e. cable laying/pulling/trenching(wherever necessary)and providing conduits, clamping and fixing of cables, I/O ports, racks and switches etc. However, the acceptance of the network project/s will be considered only after providing detailed network diagrams, duly approved by the concerned executives of each respective location with respect to the installation, commissioning, configuring of all network devices with required software and UPSs. You should also supply 22 wireless access point/wireless router, one against each individual location, having minimum capacity of 50 feet range & of suitable speed to suit the LAN.

2.5 You will carry out comprehensive maintenance of all network components, cables, Network software and UPSs including batteries, during seventy two months rental period at all the locations.

2.6 All switches should be L2 managed switch as per the minimum required specification of the BoM. Selection of L2 managed switches, with respect to the number of ports, are to be decided by you considering the requirement at each location (22 area/ unit) and also keeping into consideration the future extension of that location, if required, during the tenure of contract. However, each location should have at least one 24 port switch of layer 2 managed type and all switches should have more than eight port. All switches should be of same make conforming to the minimum required specification.

2.7 All network connections are to be made through CAT6 or augmented CAT6 UTP cable of given minimum specification (in the BoM). You may use FoC, if needed, at any point of installation.

2.8 All indoor/outdoor laying of cables is to be done by you as per standard practice through suitable ISI marked PVC pipes and/or GI pipes and through underground cable trench wherever necessary. All switches with other necessary components are to be placed inside wall mounted racks. UPSs may also be kept inside the rack, wherever possible, or to be placed at suitable locations. Racks should be located at a convenient place. All cables (CAT6 / FOC) should be drawn in a structured manner through good quality, 'ISI marked and certified' PVC conduit/ pipe, clamped rigidly on the wall with no obstruction to the pedestrian movement. Cabling through all bends should be made preferably through good quality PVC-bends and not through flexible pipes. All racks should be cleanly dressed.

2.9 Setting up of VPN, wherever necessary or required, is to be configured as per the instructions/ guidelines to be provided by GM (Systems) BCCL or his authorized representative, by linking and integrating LANs with networking devices of MPLS-VPN already installed or shall be installed at user locations by BSNL, Railtel or by any such third party during the contract period. In this respect you must ensure that the LAN of each location is connected with the existing MPLS VPN network through the MPLS VPN router/ switch terminated at respective location.

2.10 All the network switches are to be powered through one or more UPS(s) with minimum one hour backup for the connected switches. You will have to provide the required number of UPSs of suitable capacity (min. 600 VA as per BoM), install them at suitable locations including required electrical cabling and providing electrical power points with switches, wherever necessary, for this purpose. Maintenance of such power conditioning equipments will also be your responsibility. Required earth connection is to be checked & to be provided for the network equipments by you (wherever required).

3. Scope of Maintenance:

You are required to carry-out Comprehensive Maintenance Services, which include repairs/replacement of defective parts (including batteries of supplied UPSs), updating all software devices and licenses through ATS (if any) and/or similar such facility. The Scope of Maintenance work will be as under:

a) Providing all labour, all spare parts, all patches and upgrades of the firmware
and software items and their inspection and supervision services.

b) Monitor health and availability of the LAN at all locations and carry-out preventive/breakdown maintenance of the LAN to achieve guaranteed availability as per Clause–4 given below.

c) The periodicity of preventive maintenance shall be decided jointly by you and the General Manager (System) BCCL or his authorized representative. However, it should not be less than once in a month and shall be carried out during normal working days.

d) All spare parts and components of the LAN and UPS including replacement of batteries, required for repair/ maintenance of LAN-equipment/ devices, shall be supplied and installed at site by you during the period of contract at no additional cost.

e) On-site comprehensive maintenance also includes replacement the batteries of during the entire rental period of contract.

4. GUARANTEED AVAILABILITY & PENALTY CLAUSE:

you shall guarantee that all active & passive network components, other equipments and software, supplied pursuant to this contract and installed and maintained by you, shall be available for use of BCCL and shall meet the performance criteria in accordance with the terms & conditions of the guaranteed availability as outlined below.

The network should be available during 24 hours for all seven days of the week and on all days during each month. You will ensure minimum 95% availability/ uptime for all the installed Local Area Networks on monthly basis.

Availability of LAN for on-line operations shall be computed group-wise. Detail list of group (location-wise) has been placed at annexure "AB". Guaranteed availability of LAN point for each user of each group shall not be less than 95% calculated on monthly basis, and in no case shall fall below 75%.

The LAN point shall be considered under breakdown if any of the equipment, attached to the point, is not getting connected to the server due to faulty wall-outlet or faulty patch-cord, or faulty/damaged cable or defective or faulty ports on the Ethernet switch(s) supplied and maintained by you or due to a clash in IP address. Breakdown hours during the period 06:00 am to 10:00 pm on all days in a month shall only be considered for computation of availability. General Manager of the Area or HoD of the respective establishment or their representatives shall be authorized for certifying the total breakdown hours for the installed LAN points in the user location(s) under his command and control.

Non-availability of network to the end-users on account of failure of mains power supply continuously for more than 2 hours shall not be considered during computation of monthly availability. If a PC or a printer, attached to the LAN point, is not getting connected to the server due to faulty Ethernet port of the PC, or due to failure of MPLS link, and/or faulty mains power supply, the respective LAN point shall not be considered under breakdown.

For availability below 95%, penalty will be imposed as follows:

(a) In case the monthly availability for the individual group of LAN points falls below 95%, but is 75% or more, rental charges for that particular month will be calculated pro-rata basis for the respective individual group of LAN points.

(b) In case the monthly availability for the individual group of LAN points falls below 75%, the rental charges for that particular month will not be payable for the respective individual group of LAN points.

(c) If for reasons, other than faulty mains power supply, the monthly availability falls below 95% continuously for a period of two months or more for the individual group of LAN points, the penalty will be double for the respective individual group of LAN points.

(d) No bonus or additional sum shall be payable to the vendor if the monthly availability is more than the guaranteed availability as mentioned above.

(e) Monthly availability of LAN points in each Area during a month shall be calculated as follows:

$$\% \text{ Monthly Availability for Area} = \frac{(16 \times L \times N) - TBD}{(16 \times L \times N)} \times 100$$

where L = No. LAN points in the Area
N = No. of days in a month,
TBD = Sum total of breakdown hours during 6:00am to 10:00pm
on all days in a month for the Area/ group.

If the availability, so computed, falls below the guaranteed monthly availability (95%), there will be pro-rata deduction in the monthly rental charge payable for the number of installed LAN points in the Area as penalty. A penal charge amounting to 5% of such penalty will also be imposed and deducted from the monthly rental.

$$\text{Thus, Penalty for the group} = \frac{(95 - \% \text{ Mthly Availability for the group})}{95} \times \text{Mthly rent for the group}$$

Penal Charge = 0.05 x Penalty
Monthly charge payable = Monthly rental – (Penalty + Penal Charge)

If more than 40% of the LAN points installed in the command Area of the certifying authority remain under breakdown on any one normal working day during a month, for reasons other than non-availability of mains power for more than 2 consecutive hours or due to MPLS link failure, and the situation persists for 3 consecutive working days, an additional penalty amounting to 20% of the monthly rent shall be imposed.

If for reasons, other than faulty power supply, the monthly availability falls below 95% continuously for a period of two months or more, the penalty will be double the rate as calculated under sub-clause (e) above.

In case the monthly availability falls below 75% in a month rental, charges for that particular month will not be payable.

No bonus or additional sum shall be payable to the vendor if the monthly availability is more than the guaranteed availability as mentioned above.

General Manager of the Area or HoD of the respective establishment or their authorized representative, nominated by the HoD/ Area GM/Head of the Unit as the nodal officer, shall certify the total breakdown hours on monthly basis for the calculation of availability against the user locations under his command and control.

5. PAYMENT TERMS:

a) OTC, if applicable, shall be payable only if you completes the supply as per requirement including their installation and commissioning work, satisfactorily within the stipulated time period (12 weeks) and submission of certificate to this effect, issued by the General Manager of concerned area or by the HoD (administrative head) of the group (enclosed at Annexure "AB") or by their authorized representative. OTC if payable, to be paid only after deduction of the full amount, deductable under LD clause of the tender. If full amount of LD deduction be more than payable OTC amount, then the balance amount will be deducted from the subsequent rental bill/ bills.

b) Monthly Rental Charges shall be payable after completion of each quarter, to be counted from the date of beginning of the rental contract, after adjusting penalty if any against the same quarter. The date of beginning of the contract should be a single date and to be mutually decided by the GM (System), BCCL or his authorized representative, after completion of all installation & their acceptance. The quarterly bill shall be paid within 30 (thirty) days on receipt and acceptance of the same except the quarterly charges bill for the last quarter.

c) Bill for the last quarter will be raised on completion of the last quarter and shall be paid after deducting all outstanding penalty charges, if any, and current penalty charges for the last quarter.

6. SUBMISSION OF DOCUMENTS FOR PAYMENT: YOU SHOULD SUBMIT A SCHEMATIC DIAGRAM AGAINST EACH LOCATION BEFORE PAYMENT OF OTC (if any) OR BEFORE PAYMENT OF 1ST RENTAL BILL. The supplier will submit the following documents along with the OTC bill/ quarterly bill to the paying authority:

A) For Payment of OTC bill:

a) Pre-receipted and stamped invoice in triplicate
b) Receipted challan.
c) Inspection/ Acceptance Certificate.
d) Manufacturer's Test and Inspection Certificate for network components.
e) Guaranty/ Warranty Certificate
f) Undertaking of Authenticity
g) Performance Bank Guarantee

B) For Payment of quarterly bills:

a) Pre-receipted and stamped invoice in triplicate for the applicable Quarter.
b) Satisfactory Performance Certificate indicating break-down details, if any, during the quarter. The performance certificate is to be obtained by you from the General Manager of concerned area or by the HoD (administrative head) of the group (enclosed at Annexure "AB") or by their authorized representative, is to be obtained by you or by your authorized representative.

7. PAYING AUTHORITY:

HoD (Pay); Pay Office, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad (Jharkhand) 826005

8. CONSIGNEE:

GM(Area) or his authorized representative/Administrative head of the group (enclosed at Annexure "AB") of BCCL.

9. DELIVERY PERIOD: Supply of all items, including the items which may be necessary for successful installation and commissioning of the LAN at all the locations but are not specifically mentioned in the BOM, their successful installation and commissioning of the all required LAN points at all locations is to be completed within 12 (twelve) weeks from the date of issuance of the work order.

10. LIQUIDATED DAMAGES: In the event of failure to install all the LAN points within the stipulated period in accordance with the contract and in the event of breach of any of the terms and conditions mentioned in the contract/ order, liquidated damages will be applicable as per the standard/general terms and conditions of BCCL.

11. WARRANTY / GUARANTEE: You shall guarantee that all the network components, related Hardware, Software, UPS, etc supplied under this contract, shall be in accordance with the minimum specifications of the contract and shall have no defects arising out of design, materials or workmanship. The supplier will be responsible for smooth functioning of the material/ equipment, which include all network components, Hardware, Software, UPS, etc supplied under this contract, for the entire period of the contract, i.e. 72 months from the date of successful installation and commissioning.

12. PERFORMANCE BANK GUARANTEE: You shall submit Performance Bank Guarantee (PBG) for 10% of the total value of the work order for satisfactory performance of the contract on non-judicial stamp paper from a Scheduled Bank in the prescribed format.(Annexure- G).

The PBG shall be submitted along with first bill after successful installation and commissioning of materials and shall be valid for the contract period plus three months from the date of successful installation and commissioning of the supplied material. The Bank Guarantee shall be released after expiry of the contract period on completion of the supplier's performance obligations under the contract, including any warranty / guarantee / maintenance obligations.

The PBG will be encashed and the proceeds shall be utilised by BCCL as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract. For this purpose, the purchaser shall notify the supplier in writing of its invocation of its right to receive such compensation within 7 days indicating the contractual obligation(s) for which the supplier is in default.

Monthly rental period will start only after confirmation of the bank guarantee, submitted by you with the OTC bill or prior to submission of OTC bill.

13. Suspension, Cancellation & Foreclosure of Rental Contract

13.1 BCCL shall, in addition to other remedial steps to be taken as provided in the conditions of rental contract be entitled to cancel the rental contract in full or in part, if the supplier :

a) Commits default/breach in complying with any of the terms & conditions of the rental contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the officer-in- charge nominated by the consignee for this purpose,

OR
Shall offer or give or agree to give to any person in service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward to act or acts of favour in relation to the obtaining or execution of his contract for the company,
OR
Obtain a contract with company as a result of ring tendering or other non-bonafide methods of competitive tendering or transfers, subjects, assigns the entire work or any portion thereof without the prior approval in writing from BCCL or its authorized representative.
b) Notwithstanding anything contained hereinbefore, if you fail to perform its contractual obligation and/or make breach of the contract in any form and/or make delay in progress and if BCCL is of the opinion that you are not in a position to complete the work within schedule time or within a reasonable extended period, in such case BCCL shall be entitled without prejudice to its right to fulfillment, to engage other at your risk and cost and to claim the difference in price and adjust/recovery thereof from the dues of security deposit or the performance bank guarantee or to recover/adjust from your dues from BCCL or from other subsidiary company of Coal India Limited, Kolkata.

13.2 The rental contract shall stand terminated under the following circumstances:
a) If you are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

b) On cancellation of the rental contract or on termination of the rental contract, the BCCL or its authorized representative will have the powers :

i. To determine the amount to be recovered from you for completing the remaining installation work or in the event of the remaining work is not to be completed the loss/damage suffered, thereof, if any, by the company, after giving credit for the value of the work executed by the supplier up to the time of cancellation less on a/c payments made till that date and value of contractor's materials etc. taken possession by BCCL after cancellation of the contract.

ii. To recover the amount determined as above, if any, from any money due to the supplier on any account or under any other contract and in the event of any shortfall, you shall be called upon to pay the same on demand.

14. **UNDERTAKING OF AUTHENTICITY**: You shall submit Undertaking of Authenticity at the time of supply along with the bills. You shall furnish list of Serial Number of all Certificates of Authenticity (COAs) prior to dispatch of the machines to the consignee.
15. **INSPECTION:** The inspection shall be carried out by the GM(System),BCCL or by his authorized representative. BCCL shall have the right to inspect and/or to test the material to ensure their conformity with the minimum required specification and contract and in case any inspected/tested goods fail to perform to the minimum required specifications, the inspecting authority may reject them and the supplier shall either replace the rejected goods or make alteration necessary to meet the specifications at his own cost.
16. **Insurance:** Comprehensive insurance of each material/equipment supplied is to be done by you and cost of insurance of the material/equipment during transit and during operation of the contract will be on your account. You will provide documentary evidence to this effect within one month from the date of successful installation and acceptance of the system.
17. **Patent Rights:** You shall indemnify the BCCL against all 3rd party claims of software piracy & infringement of intellectual propriety rights. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof in India, you shall act expeditiously to extinguish such claim. If you fail to comply and BCCL is compelled to pay compensation to a third party resulting from such infringement, you shall be responsible for the compensation including all expenses, court costs and lawyer fees to BCCL.
18. **Technical Documentation:** The Technical documentation involving detailed instruction for operation and maintenance (if any) is to be delivered with all equipment supplied at no extra cost. The language of the documentation should be English. Unless and otherwise agreed, the goods and services shall not be considered to be complete for the purpose of taking over until such manuals have been supplied to the BCCL.
19. Omission of any item/component in the bid document shall not be sufficient reason for non-performance of the system at a future date.

Annexure – AA- Bill of Material & Technical specification

Bill of Materials for LAN (BOM)						
Item No.	**Item Description in brief**	**Table No. where Basic minimum reqd. Techical Specifications are indicated**	**U.O.M**	**Make**	**Model**	**Minimum required Quantity for User Locations (you shall supply actual required number)**
1	Network Switches – L2 MANAGED SWITCH	TS-1	Nos.	D-LINK	DGS-1510-28	Minimum 43 Nos. (you should install actual required quantity considering the detail specified at point 2.2 & 2.6 of the Scope of Work)
2	Wall Mounted steel rack for network switches with cooling fan & power	TS-2	Nos.	D-LINK	NWR-9U-5045-GR-C	Minimum 43 Nos. (you should install actual quantity, required during installation as per the detail, specified at point 2.8 of the Scope of Work)
3	600 VA UPS with minimum 1 hour Backup for the switche/s	TS-3	Nos.	UNILINE	SMARTLINE	Minimum 43 Nos. (you should install actual quantity, required during installation as per the detail, specified at point 2.10 & 2.8 of the Scope of Work)
4	Cat-6 cable	TS-4	Mtr.	D-LINK	NCB-C6UGRYR-305-LS	Actual requirement for installation of the LAN Points as per the scope of work.
5	Patch Panel	TS-7		D-LINK	NPP-AL1BLK241,NKJ-C6WHI1B21	Minimum 43 Nos. (you should install actual required quantity considering the detail specified at point 2.2 & 2.6 of the Scope of Work)
6	I/O Box Fully loaded (with keystone, back box, face plate etc) Wall mounted.	TS-6-	Nos.	D-LINK	NKJ-C6WHI1B21,NFP-0WHI11,NBB-011	Minimum 740 Nos. (you should install actual required quantity as per the scope of the work.)
7	Factory crimped Cat-6 patch cord (Min. 1 meter length)	TS-5	Nos.	D-LINK	NCB-C6UGRYR1-2	Minimum 1480 Nos. (you should install actual required quantity as per the scope of the work.)
8	Cabling indoor/outdoor inclusive of suitable conduit, clamps, etc as per requirement for structured cabling for installation of LAN point					For a minimum 740 I/O. (you should install actual required quantity as per the scope of the work.)
9	Wireless Access Point (Min. 50 feet coverage)		22 Nos.			One access point to be provided against each location.

NOTE:

1. PAYMENT (BOTH OTC & RENTAL) WILL BE MADE AGAINST EACH LAN POINT, THEREFORE, THE QUANTITY, AS SHOWN IN THE B.O.M. IS PURELY INDICATIVE & MINIMUM.

2. THE SPECIFICATION AS SHOWN (BELOW) AGAINST THE ITEMS OF THE B.O.M INDICATES THE MINIMUM REQUIRED SPECIFICATION AND MUST COMPLY WITH.

3. A SCHEMATIC DIAGRAM, DULY SIGNED BY THE AUTHORIZED PERSON, AGAINST EACH LOCATION BEFORE PAYMENT OF OTC (if any) OR BEFORE PAYMENT OF 1ST RENTAL BILL.

TECHNICAL SPECIFICATIONS (MIN.)

TS-1 : Minimum Specification of Network switches (To be supported with Manual/ Datasheet)	
Parameter	**Specification**
Type	10/100/1000 Mbps Layer 2 Managed Switch of same make (Make & model to be specified by you)
Port detail	1G copper port
Layer 3 Protocol	Basic Layer 3 protocol; **Service** -- Auto negotiation, ---- Port aggregation/ Link aggregation ---- Spanning Tree protocol ---- Shall support multiple VLANs ---- Port based user authentication ---- Console port and command line interface. ---- Shall support virtual stacking (against single IP) **Security features** ---- Remote authentication dial user service (RADIUS) or Terminal Access Controller Access Control System (TACACS+)for Authentication, Authorization, and Accounting (AAA) management for users who connect and use a **network** service
No of Ports	**As detailed at point 2.6 in the scope of work.**
Fiber Uplinks	Minimum two SFP port; To be utilized if reqd. by you for FoC with media convertor etc.
IPV6	IPv6 Ready
Throughput (MPPS)	Minimum 35 MPPS
Switching Capacity non-Blocking (Gbps)	Minimum 45 Gbps

TS- 2: Specification for Wall Mounted Steel Rack for Network Switches	
Description	Specification
Rack Size	Minimum 9U Wall mount rack
Mounting	Rear wall-mounted
Material and Finish	Steel cabinet powder coated Light Grey Steel door and glass door with Lock in front door
Accessories	1U fan tray, 2 fan position
	Cooling fans
	Cantilever shelf
	Cable managers
	Earth continuity kit
	AC power distribution box

TS-3 : Specification for 600 VA UPS	
Description	**Specification**
Make / Model	You must specify the make and model of the offered item.
Input	Normal AC Input Voltage Single Phase 230VAC
Frequency Range	50/60-Hz,
Line Low/High Transfer	160 VAC - 270 VAC
Output(Inverter)	220VAC / 230VAC / 240VAC
Backup	Min. 1 hour for network L2 managed switch

TS-4: TECHNICAL SPECIFICATIONS CAT 6 UTP Cable

Unshielded Twisted 4-Pair Copper (UTP) cable of Category 6 (CAT6)or augmented CAT 6, conforming to ISO/IEC 11801 Class E standard and should be RoHS, TIA/ EIA 568C complient.

Each pair should be separated by suitable and flexible separator shielded by double layer polyester and placed within jacket of Low Smoke Zero Halogen (LSZH) or PVC. The cable should be filled suitably with Poly Ethylene maintaining maximum flexibility of the cable. All twisted pair should be tightly bound to minimize the crosstalk (NEXT) to optimum level and should have virtual shielded compartment for each pair of wire.

DETAIL SPECs.	
Type	**Category 6 or augmented CaAt 6 UTP, 4pair twisted Copper,**
Conductor	Solid bare Copper
Conductor Dia	23 AWG between 0.57 to 0.6 mm
ISO/IEC Standard	**ISO/IEC 11801 Class E**, ANSI/TIA 568-C2
Insulation	**HDPE (high density Poly Ethylene)**
Separator	PE
Jacket	LSZH
Outer Dia	6.5 to 7.5 mm

(To be supported by OEM Manual/ Data sheet)

TS-5: TECHNICAL SPECIFICATIONS : CAT 6 Patch Cord

Factory Crimped high Quality Patch Cord, for CAT6, RoHS complied and capable to deliver excellent performance in conjunction with the supplied product. The Patch cord should be of high grade cable and good quality RJ45 plugs. Should have virtual shielded compartment for each pair of wire.

Minimum Specs :-

Quantity : As required of two meter or higher (if required) length
Jacket : LSZH jacket
RJ45 Plug : Polycarbonate
Insulation : HDPE insulation
Colour : Ivory/ Grey/ White (preferably all same colour)
Standard : TIA/EIA 568C complied and ISO/IEC 11801.
Separator Material : PE
Conductor Dia. : Between 0.48 to 0.52 mm (suitable for 24AWG)
Life : > 700 Cycles
Pair Count : 4-Pair individually coloured with filler.
Plug Housing : Polycarbonate.
Plug Blade : Nickel Suitable plating

(To be supported by OEM Manual/ Data sheet)

TS-6: TECHNICAL SPECIFICATIONS : Complete Information Outlet Box

Fully Loaded SINGLE PORT I-O (Information Outlet) SMB (Surface mount Box) with keystone wall plates having flush-faced, zero footprint shutter mechanism **and with all required accessories. To be made for being used exclusively with CAT 6.**

Minimum Specs :-

Modular Jack	: Zinc-alloy fully shielded
IDC (Insulation Displacment Connector)	: Phospher Bronze Alloy
Spring Wire	: Phospher Bronze Alloy
Dielectric Withstanding Voltage	: 1000V AC @ 60 Hz.
IDC Wire Gauge	: 22-24 AWG
Standard	: TIA/EIA 568C and ISO/IEC 11801.
Life	: > 700 Cycles
Colour	: Ivory/ Grey/ White (all same colour).
Housing	: High-Impact, Flame Retardant Plastic

(To be supported by OEM Manual/ Data sheet)

TS-7: TECHNICAL SPECIFICATIONS : CAT 6 Patch Panel

1.1.1 Unshielded Patch Panel, fully loaded with Cat6 modular jacks having flush-faced, zero footprint shutter mechanism. Panel should be of powder coated metal frame bundled with bracket and rear cable management bar. Rear cable management bar should ensure neat cable installation.
1.1.2 Should conform to TIA/ EIA 568C, category 6 and ISO/IEC 11801 class E standard.

Dielectric Withstanding Voltage	1000V AC @ 60 Hz.
Minimum Life	> 700 Cycles
Operating Max Temp	50°C
Modular Jacks	Should be individually removable. Should be supplied with complete Kit and cable fixing hardware.
Metal Frame	Nickel-plated Steel
Plastic Material	High-impact, Flame Retardant
IDC (Insulation Displacment Connector)	Phosphor Bronze Alloy

(To be supported by OEM Manual/ data sheet)

ANNEXURE- AB- LAN locations

AREA	UNIT	GROUP	REQD. LAN I/O
EJ AREA		EJ AREA	30
KATRAS AREA		KATRAS AREA	100
BLOCK II AREA		BLOCK II AREA	20
KUSUNDA AREA		KUSUNDA AREA	80
WJ AREA(moonidih)		WJ AREA	48
BARORA AREA		BARORA AREA	60
LODNA AREA		LODNA AREA	30
Govindpur Area		GOVINDPUR AREA	50
CV Area		CV AREA	40
PB AREA		PB AREA	22
BASTACOLA AREA		BASTACOLA AREA	20
SIJUA		SIJUA AREA	80
UNDER CCWO	EWZ- BHOJUDIH C/WASHERY	CCWO	10
UNDER CCWO	EWZ- DUGDA C/WASHERY	CCWO	10
UNDER CCWO	EWZ- SUDAMDIH	CCWO	20
UNDER CCWO	EWZ- Zone Office	CCWO	20
UNDER CCWO	WWZ-Mahuda (MUNIDIH Washery)	CCWO	14
UNDER CCWO	WWZ-Mahuda (Western Washery zone)	CCWO	15
UNDER CCWO	CCWO, Saraidhella	CCWO	40
HQ	BCCL-KOLKATA	BCCL KOLKATA	15
HQ	EKRA CENTRAL STORES	EKRA CS	10
HQ	JEALGORA CENTRAL STORES	JEALGORA CS	6
TOTAL			740

Annexure 'B'- TECHNICAL PARAMETER SHEET						
S. No *	Item Code *	Description of Item *	Specification Parameter *	Bidder's value *	Eligibility Specification wise	Remarks by bidder, if any
1	item1	Supply, installation, commissioning and setting up a LAN of 740 points at all (22) user locations of BCCL, ON RENTAL BASIS FOR 72 MONTHS	Supply, installation and commissioning of all required networking devices and associated network accessories specified or not in the Bill of Materials (BOM) and setting up a LAN of 740 points at all (22) user locations of BCCL, ON RENTAL BASIS FOR 72 MONTHS	AGREE	TRUE	
		TS-1: Minimum Specification of Network switches (To be supported with Manual/ Datasheet)	L2 MANAGED SWITCH (MINIMUM REQD. SPECIFICATION)	AGREE	TRUE	D-LINK, DGS-1510-28
			Type : 10/100/1000 Mbps Layer 2 Managed Switch of same make (Make & model to be specified by the bidder)	AGREE	TRUE	
			PORT DETAIL : 1G copper port	AGREE	TRUE	
			LAYER 3 PROTOCOL : Basic Layer 3 protocol Service : AS DETAILED BELOW	AGREE	TRUE	
			-- Auto negotiation,	AGREE	TRUE	
			---- Port aggregation/ Link aggregation	AGREE	TRUE	
			---- Spanning Tree protocol	AGREE	TRUE	
			---- Shall support multiple VLANs	AGREE	TRUE	
			---- Port based user authentication	AGREE	TRUE	
			---- Console port and command line interface.	AGREE	TRUE	
			---- Shall support virtual stacking (against single IP)	AGREE	TRUE	
			Security features ---- Remote authentication dial user service (RADIUS) or Terminal Access Controller Access Control System (TACACS+)for Authentication, Authorization, and Accounting (AAA) management for users who connect and use a network service	AGREE	TRUE	
			No of Ports: As detailed at point 2.6 in the scope of work.	AGREE	TRUE	
			Fiber Uplinks: Minimum two SFP port	AGREE	TRUE	
			IPv6 Ready	AGREE	TRUE	
			Throughput (MPPS): Minimum 35 MPPS	AGREE	TRUE	
			Switching Capacity non-Blocking (Gbps) : Minimum 45 Gbps	AGREE	TRUE	
		TS-2: Wall Mounted Steel Rack for Network Switches	Minimum Required Specification for Wall Mounted Steel Rack	AGREE	TRUE	D-LINK, NWR-9U-5045-GR-C
			Minimum 9U Wall mount rack	AGREE	TRUE	
			Rear wall-mounted	AGREE	TRUE	
			Steel cabinet powder coated Light Grey Steel door and glass door with Lock in front door	AGREE	TRUE	
			1U fan tray, 2 fan position	AGREE	TRUE	
			Cooling fans	AGREE	TRUE	

			Cantilever shelf	AGREE	TRUE	
			Cable managers	AGREE	TRUE	
			Earth continuity kit	AGREE	TRUE	
			AC power distribution box	AGREE	TRUE	
		TS-3: 600 VA UPS	Minimum Required Specification for 600 VA UPS	AGREE	TRUE	UNILINE, SMARTLINE
			The bidder must specify the make and model of the offered item.	AGREE	TRUE	
			Normal AC Input Voltage Single Phase 230VAC	AGREE	TRUE	
			Frequency Range : 50/60-Hz,	AGREE	TRUE	
			INPUT VOLT RANGE : 160 VAC – 270 VAC	AGREE	TRUE	
			OUTPUT VOLT : 220VAC / 230VAC / 240VAC	AGREE	TRUE	
			BACKUP : Min. 1 hour for network L2 managed switch	AGREE	TRUE	
		TS-4: CAT 6 UTP CABLE FOR NETWORK	Minimum Required Specification for CAT 6 CABLE	AGREE	TRUE	D-LINK, NCB-C6UGRYR-305-LS
			Unshielded Twisted 4-Pair Copper (UTP) cable of Category 6 (CAT6)or augmented CAT 6, conforming to ISO/IEC 11801 Class E standard and should be RoHS, TIA/ EIA 568C complient. Each pair should be separated by suitable and flexible separator shielded by double layer polyester and placed within jacket of Low Smoke Zero Halogen (LSZH) or PVC. The cable should be filled suitably with Poly Ethylene maintaining maximum flexibility of the cable. All twisted pair should be tightly bound to minimize the crosstalk (NEXT) to optimum level and should have virtual shielded compartment for each pair of wire.	AGREE	TRUE	
			OEM DATSHEET to be UPLOADED/ Submitted	AGREE	TRUE	
			Category 6 or augmented CaAt 6 UTP, 4pair twisted Copper,	AGREE	TRUE	
			Conductor : Solid bare Copper	AGREE	TRUE	
			Conductor Dia.: 23 AWG between 0.57 to 0.6 mm	AGREE	TRUE	
			ISO/IEC 11801 Class E, ANSI/TIA 568-C2	AGREE	TRUE	
			INSULATION : HDPE (high density Poly Ethylene)	AGREE	TRUE	
			SEPARATOR : PE	AGREE	TRUE	
			JACKET : LSZH	AGREE	TRUE	
			OUTER DIA. : 6.5 to 7.5 mm	AGREE	TRUE	
		TS-5: CAT6 PATCH CORD (MINIMUM SPEC)	Factory Crimped high Quality Patch Cord, for CAT6, RoHS complied and capable to deliver excellent performance in conjunction with the supplied product. The Patch cord should be of high grade cable and good quality RJ45 plugs. Should have virtual shielded compartment for each pair of wire.	AGREE	TRUE	D-LINK, NCB-C6UGRYR1-2
			Quantity : As required of two meter or higher (if required) length	AGREE	TRUE	
			Jacket : LSZH jacket	AGREE	TRUE	
			RJ45 Plug : Polycarbonate	AGREE	TRUE	
			Insulation : HDPE insulation	AGREE	TRUE	
			Colour : Ivory/ Grey/ White (preferably all same colour)	AGREE	TRUE	
			Standard : TIA/EIA 568C complied and ISO/IEC 11801.	AGREE	TRUE	
		TS-6: INFORMATION OUTLET BOX (MINIMUM SPEC)	Fully Loaded SINGLE PORT I-O (Information Outlet) SMB (Surface mount Box) with keystone wall plates having flush-faced, zero footprint shutter mechanism and with all required accessories. To be made for being used exclusively with CAT 6.	AGREE	TRUE	D-LINK, NKJ-C6WHI1B21,NFP-0WHI11,NBB-011
			Modular Jack : Zinc-alloy fully shielded	AGREE	TRUE	
			IDC (Insulation Displacment Connector) : Phospher Bronze Alloy	AGREE	TRUE	

			Spring Wire : Phospher Bronze Alloy	AGREE	TRUE	
			Dielectric Withstanding Voltage : 1000V AC @ 60 Hz.	AGREE	TRUE	
			IDC Wire Gauge : 22-24 AWG	AGREE	TRUE	
			Standard : TIA/EIA 568C and ISO/IEC 11801.	AGREE	TRUE	
			Life : > 700 Cycles	AGREE	TRUE	
			Colour : Ivory/ Grey/ White (all same colour).	AGREE	TRUE	
			Housing : High-Impact, Flame Retardant Plastic	AGREE	TRUE	
		TS-7: CAT6 PATCH PANEL (MINIMUM SPEC)	Unshielded Patch Panel, fully loaded with Cat6 modular jacks having flush-faced, zero footprint shutter mechanism. Panel should be of powder coated metal frame bundled with bracket and rear cable management bar. Rear cable management bar should ensure neat cable installation. Should conform to TIA/ EIA 568C, category 6 and ISO/IEC 11801 class E standard.	AGREE	TRUE	D-LINK, NPP-AL1BLK241,NKJ -C6WHI1B21
			Dielectric Withstanding Voltage : 1000V AC @ 60 Hz.	AGREE	TRUE	
			Minimum Life : > 700 Cycles	AGREE	TRUE	
			Operating Max Temp : 50°C	AGREE	TRUE	
			Modular Jacks : Should be individually removable. Should be supplied with complete Kit and cable fixing hardware.	AGREE	TRUE	
			Metal Frame : Nickel-plated Steel	AGREE	TRUE	
			Plastic Material : High-impact, Flame Retardant	AGREE	TRUE	
			IDC (Insulation Displacment Connector) : Phosphor Bronze Alloy	AGREE	TRUE	
		NOTES to BE AGREED:	NOTE: - 1. Specifications as indicated above are the minimum 2. Bidders are required to mention make & model. 3. All switches should be of same make. 4. If it is observed during installation that certain items are necessary but are not quoted in your offer and not indicated in the BOM of the NIT, these items are to be supplied by you without any additional cost. Completion of installation without such items or supply of cheaper alternative will not be accepted.	AGREE	TRUE	
		ELIGIBILITY CRITERIA AND SPECIAL TERMS & CONDITIONS:	Eligible Bidders The invitation of bid is open to all bidders including an Individual, a Proprietorship Firm, a Partnership Firm, a Company or a consortium of companies/ firms, for supply, installation, configuration & maintenance of LAN as per the SCOPE of WORK of this document, on rental basis for a period of 72 months from the date of their acceptance. In case of consortium, members of the consortium shall submit, in original, a valid consortium agreement among themselves on Stamp Paper duly notarised and signed by the Authorized Signatories of the companies under consortium, dated prior to the date of submission of this bid mentioning reference of this tender. The consortium agreement shall clearly identify the 'Lead partner' and outline the roles & responsibilities of each member of the consortium with respect to the 'scope of work' of this tender. However, the Lead partner should be responsible for the whole project throughout the period of contract. In case of a consortium the BID is to be submitted in the name of the "Lead partner" only. The members of the Consortium shall be jointly & severally liable for the successful execution of the contract in case award of work to the consortium.	AGREE	TRUE	

			The bidder or any member of the consortium should either be original manufacturer or authorized Indian supplier of the networking devices covered in the bill of materials and having experience in supply, installation, commissioning and maintenance of LAN/WAN/campus networking Projects. The bidder or any member of the consortium must satisfy the eligibility criteria as stipulated in Clause 2 below. The bidder or the lead partner (in case of consortium) should offer its bid for all parts of the job along with their installation and maintenance for a period of 72 months. However, if the bidder or the Lead partner (in case of consortium) submits a bid for a part of the job, the bid shall be considered as non-responsive bid and would not be considered for evaluation. Unless otherwise specified, the word 'bidder' shall also mean & include 'lead partner' & its' members in case of consortium in this document.	AGREE	TRUE	
			Work experience: The Bidder or any member of the consortium, must have in their name, as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of a month previous to the one in which tenders are invited (i.e. eligibility period) should be either of the following:-	AGREE	TRUE	
			Three similar completed works each costing not less than an amount equal to 40% of the estimated cost for the job for which the bid is submitted, OR Two similar completed works each costing not less than an amount equal to 50% of the estimated cost for the job for which the bid is submitted, OR One similar completed works costing not less than an amount equal to 80% of the estimated cost of the job for which the bid is submitted.	AGREE	TRUE	
			For evaluating the eligibility criteria as above, value of only that portion of the work which is completed on or before last day of the month previous to one in which the bids are invited and which is relevant to the jobs for which the bid is submitted shall only be considered. For being eligible on this count, the bidder or the Lead partner (in case of consortium) is required to submit a certificate from respective customer to indicate that the bidder has successfully supplied, installed, commissioned and maintained the system. 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 weight age to bring them at current price level by adding 5% for each completed year (total no. of days divided by 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.	AGREE	TRUE	
			The definition of Similar work shall be as follows: Supply, installation, commissioning and maintenance of LAN / WAN / Campus networking Projects, related hardware / software on rental and/or outright purchase basis at Coal India Limited or any of its subsidiaries or any other PSU / Govt / Quasi-Govt establishment in India.	AGREE	TRUE	
			In respect of the above eligibility criteria, the bidder or any member of the consortium,, who satisfies the eligibility criteria as per clause 2 above, required to furnish the following information, in the formats given below, duly supported by self attested copies of the supply / work orders / agreements and a certificate from respective customer to indicate that the bidder or any member of the consortium has successfully supplied, installed, commissioned and maintained the system with respect to each qualifying experience (similar work). Details of qualifying experience (similar work) of the Bidder or any member of the consortium,:	AGREE	TRUE	

			Financial Turnover: Average annual financial turnover of the bidder or any member of the consortium,, who satisfies the eligibility criteria as per clause 2 above, during the last 3 (three) years ending 31st March of the previous financial year, should be at least 30% of the estimated cost of the tender for which the bid is submitted. Statement, supported by the Audited documents, in this regard should be submitted (The Previous Financial Year shall be computed with respect to the date of publication of NIT). If any bidder or any member of the consortium,, who satisfies the eligibility criteria as per clause 2 above, does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly. Financial turnover shall be given an adjustment 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 weight age will be given in the turnover for the 1st year.	AGREE	TRUE	
			In respect of the above eligibility criteria the bidder or any member of the consortium,, who satisfies the eligibility criteria as per clause 2 above, are required to furnish the following information: 1. Annual financial turnover of each of the last 3 years ending 31st March of the previous financial year, supported by the Audited documents. 2. Name of the Chartered Accountant issuing the turnover certificate. 3. Membership Number of the Chartered Accountant. 4. Date of issue of financial turnover certificate by Chartered Accountant.	AGREE	TRUE	
			Certification: The bidder must have ISO 9001:2000 (or higher) certification	AGREE	TRUE	
			Legal Status : The bidder or all member of consortium should have to submit certified copy of legal and valid document indicating their legal status of the bidder(s) for this tender.	AGREE	TRUE	
			Affidavit on Non-judicial stamp paper in support of authenticity of credentials: The bidder, shall have to submit an affidavit on Non-Judicial Stamp Paper in support of authenticity of credentials as per the format given in the Annexure.	AGREE	TRUE	
			Affidavit on Non-judicial stamp paper clearly specifying that: The bidder (specify name) will maintain all active and passive components of networking (LAN), items of Hardware, Software and other devices which would be supplied, installed and commissioned by the bidder, during the entire period of contract i.e. 72 months and will post adequate number of technical personnel to provide on-site support in respect of all active and passive components of networking (LAN), items of Hardware, Software and other devices supplied, installed and commissioned by the bidder.	AGREE	TRUE	
			Certificate in respect of IPV6 compliance: The bidder must submit a declaration, in the form of certificate from the respective OEMs, under OEM's seal and signature, for all relevant each active and passive components of networking and all other hardware offered by the bidder, which clearly states that the make and model of the offered network items / hardware items are IPV6 complaint.	AGREE	TRUE	

			Originality Certificate: The bidder must submit a declaration, under its seal and signature, in respect of all the networking devices included in the Bill of Materials and offered by the bidder clearly stating that: 2.8.1 All offered networking devices and their components/ parts/ assemblies/ sub-assemblies/ software etc., which will be supplied to BCCL shall be original and new from the respective OEMs of the items and that no refurbished / duplicate / second hand components / parts / assemblies / sub-assemblies / software shall be supplied. 2.8.2 All necessary and applicable licenses for the supplied hardware/ software as may be required, will be supplied with duly authorized license certificate in the name of Bharat Coking Coal Limited from the respective OEM and also that these software and other items, shall be sourced from the original manufacturer / developer of the software product or their authorized agencies. The bidder shall provide all necessary updates and/or patches as and when released by the respective OEM of the software and other products during the entire period of contact i.e. 72 months, at no additional cost.	AGREE	TRUE	
			Declaration from OEM: The bidder must submit, along with its bid, a declaration from the respective OEM on OEM's letter head signed by the OEM's authorized signatory, in respect of all the networking devices included in the Bill of Materials and offered by the bidder, that Quote: M/s _____ (name of the OEM), declare that our products offered by the M/s _____ (name of the bidder/ Lead partner of consortium) to M/s Bharat Coking Coal Limited against tender no. _____ dated _____ which is due for opening on date _____, is neither out of our production line nor would be out of our production line at least for one year from the date of this declaration and that availability of necessary supply of spare parts / components and technical support required for maintenance of these devices are not likely to be discontinued during full period of contract, not less than six years from the date of this declaration. Unquote	AGREE	TRUE	
			Declaration of Bidder: All bidders shall provide a statement that the Bidder (including all members of a consortium) is not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the Project.	AGREE	TRUE	
			Availability of maintenance/ after-sales-service: The bidder, must have office in and/or around Dhanbad (Jharkhand) with Telephone/Fax/e-Mail facilities and fully trained and technically qualified Service Engineers for providing on-site maintenance support. The bidder must provide following information, on its letter head with seal and signature of the authorised person, as part of its bid – Physical location and postal address of the office, Telephone / Fax No., Name of the contact person and List of Technical Service personnel working at the specified location.	AGREE	TRUE	
			2.12 One Bid per Bidder: Each bidder is eligible for submitting one Bid in his legal capacity, i.e. either as a member of the consortium or as any other eligibility,in which they have participated in the tender..	AGREE	TRUE	
			SPECIAL TERMS & CONDITIONS & SCOPE of WORK	AGREE	TRUE	

			Period of Contract: The period of Rental Contract for the Job is Six years (72 months) from successful installation, & commissioning all the equipment and devices required for establishment of LAN & acceptance of the LAN at all the locations. The successful bidder is required to complete all activities related with supplies, installation and commissioning of all the related items and devices, whether specified or not in the Bill of Materials but require for commissioning of LAN at all required points (as detailed under 'Scope of work' at 2.2 below) within 8 (eight) weeks from the date of issue of work order. The period of contract (i.e. Rental period) for comprehensive on-site maintenance will start only after successful completion of all the activities related with supplies, installation, commissioning work inclusive of configuration of the networks and acceptance of the same by BCCL. The deemed date of start of the 72 months rental period shall be notified jointly by the General Manager (Systems), BCCL and the successful bidder.	AGREE	TRUE	
			1.1 BCCL may, after the expiry of 72 months, continue to use the networks with all its' components, hardware and peripherals at a reduced rental, covering only the maintenance, for a period mutually agreed between the company (BCCL) and the supplier. 1.2. After completion of rental period or the extended-rental period as per above clause 1.1, all the passive components of LAN (i.e all laid cables through Pipes, I/O boxes, Racks, Patch cords etc.) will be the property of BCCL and will remain with BCCL.	AGREE	TRUE	
			Supply, installation and commissioning of all required networking devices and associated network accessories, specified or not in the Bill of Materials (BOM) of the NIT, and setting up a LAN of 740 points at all user locations, as explained at below. The quantity & items, mentioned in the Bill of material, are only indicative. The bidder has to provide the actual required quantity having basic minimum specification as detailed at TS-1 to TS-7 to complete the installation of LAN.	AGREE	TRUE	
			The successful bidder has to establish and set-up the estimated 740 number of LAN points (I/O) at 22 different area/unit locations, within the command area of BCCL and at BCCL Kolkata office. A provisional list of 'location wise distribution' of the required quantity of points (I/O), has been placed at annexure "AB". The bidder may visit and inspect all locations / sites before submission of their bid. The locations as well as the number of LAN points (I/O) may be changed/ revised as per the requirement before their installation. However, the total LAN points will be within the maximum limit of 10% extra (more) than the estimated number of 740 points during initial installation. Total estimated number of LAN points may, however, increase during the rental period of 72 months, as per the requirement of the user area/ unit and the successful bidder will have to establish the additional LAN points as per the requirement within the purview of following guidelines.	AGREE	TRUE	
			Up to 10% Extra connectivity, i.e total 74 nos. (max) on estimated 740 I/Os, are to be provided on requirement, at no additional cost. Further increase of connectivity for users (beyond 10%), if required by any area during the period of contract is to be made available by the successful bidder for the remaining period of the contract, at the same monthly payable rate as will be finalised for this contract. However, necessary approval and payment, for such additional points are to be obtained by the concerned area authority only.	AGREE	TRUE	
			BIDDER MAY VISIT THE SITE BEFORE SUBMISSION OF BID & THE SUCCESSFUL BIDDER SHOULD SUBMIT A SCHEMATIC DIAGRAM, DULY SIGNED BY THE AUTHORISED PERSON, AGAINST EACH LOCATION BEFORE PAYMENT OF OTC (if any) OR BEFORE PAYMENT OF 1ST RENTAL BILL.	AGREE	TRUE	

			The successful bidder will supply all required items, specified or not in the Bill of Materials at Annexure-AA, and carry out the installation of LAN including all cabling work i.e. cable laying/pulling/trenching(wherever necessary)and providing conduits, clamping and fixing of cables, I/O ports, racks and switches etc. However, the acceptance of the network project/s will be considered only after providing detailed network diagrams, duly approved by the concerned executives of each respective location with respect to the installation, commissioning, configuring of all network devices with required software and UPSs.The bidder should also supply 22 wireless access point/wireless router, one against each individual location, having minimum capacity of 50 feet range & of suitable speed to suit the LAN.	AGREE	TRUE	
			The successful bidder will carry out comprehensive maintenance of all network components, cables, Network software and UPSs including batteries, during seventy two months rental period at all the locations.	AGREE	TRUE	
			All switches should be L2 managed switch as per the minimum required specification of the BoM of the NIT. Selection of L2 managed switches, with respect to the number of ports, are to be decided by the successful bidder considering the requirement at each location (22 area/ unit) and also keeping into consideration the future extension of that location, if required, during the tenure of contract. However, each location should have at least one 24 port switch of layer 2 managed type and all switches should have more than eight port. All switches should be of same make conforming to the minimum required specification.	AGREE	TRUE	
			All network connections are to be made through CAT6 or augmented CAT6 UTP cable of given minimum specification (in the BoM of the NIT). The bidder may use FoC, if needed, at any point of installation.	AGREE	TRUE	
			All indoor/outdoor laying of cables is to be done by the successful bidder as per standard practice through suitable ISI marked PVC pipes and/or GI pipes and through underground cable trench wherever necessary. All switches with other necessary components are to be placed inside wall mounted racks. UPSs may also be kept inside the rack, wherever possible, or to be placed at suitable locations. Racks should be located at a convenient place. All cables (CAT6 / FOC) should be drawn in a structured manner through good quality, 'ISI marked and certified' PVC conduit/ pipe, clamped rigidly on the wall with no obstruction to the pedestrian movement. Cabling through all bends should be made preferably through good quality PVC-bends and not through flexible pipes. All racks should be cleanly dressed.	AGREE	TRUE	
			Setting up of VPN, wherever necessary or required, is to be configured as per the instructions/ guidelines to be provided by GM(Systems) BCCL or his authorized representative, by linking and integrating LANs with networking devices of MPLS-VPN already installed or shall be installed at user locations by BSNL, Railtel or by any such third party during the contract period. In this respect the successful bidder must ensure that the LAN of each location is connected with the existing MPLS VPN network through the MPLS VPN router/ switch terminated at respective location.	AGREE	TRUE	
			All the network switches are to be powered through one or more UPS(s) with minimum one hour backup for the connected switches. Successful bidder will have to provide the required number of UPSs of suitable capacity (min. 600 VA as per BoM), install them at suitable locations including required electrical cabling and providing electrical power points with switches, wherever necessary, for this purpose. Maintenance of such power conditioning equipments will also be the responsibility of the successful bidder. Required earth connection is to be checked & to be provided for the network equipments by the bidder (wherever required).	AGREE	TRUE	
				AGREE	TRUE	

			Scope of Maintenance: The successful bidder is required to carry-out Comprehensive Maintenance Services, which include repairs/replacement of defective parts (including batteries of supplied UPSs), updating all software devices and licenses through ATS (if any) and/or similar such facility. The Scope of Maintenance work will be as under: a) Providing all labour, all spare parts, all patches and upgrades of the firmware and software items and their inspection and supervision services. b) Monitor health and availability of the LAN at all locations and carry-out preventive/breakdown maintenance of the LAN to achieve guaranteed availability as per Clause–4 given below. c) The periodicity of preventive maintenance shall be decided jointly by the successful bidder and the General Manager (System) BCCL or his authorized representative. However, it should not be less than once in a month and shall be carried out during normal working days. d) All spare parts and components of the LAN and UPS including replacement of batteries, required for repair/ maintenance of LAN-equipment/ devices, shall be supplied and installed at site by the successful bidder during the period of contract at no additional cost. e) On-site comprehensive maintenance also includes replacement the batteries of during the entire rental period of contract.	AGREE	TRUE	
			GUARANTEED AVAILABILITY & PENALTY CLAUSE: The successful bidder shall guarantee that all active & passive network components, other equipments and software, supplied pursuant to this contract and installed and maintained by the successful bidder, shall be available for use of BCCL and shall meet the performance criteria in accordance with the terms & conditions of the guaranteed availability as outlined below. The network should be available during 24 hours for all seven days of the week and on all days during each month. The successful bidder will ensure minimum 95% availability/ uptime for all the installed Local Area Networks on monthly basis. Availability of LAN for on-line operations shall be computed group-wise. Detail list of group (location-wise) has been placed at annexure "AB". Guaranteed availability of LAN point for each user of each group shall not be less than 95% calculated on monthly basis, and in no case shall fall below 75%.	AGREE	TRUE	
			The LAN point shall be considered under breakdown if any of the equipment, attached to the point, is not getting connected to the server due to faulty wall-outlet or faulty patch-cord, or faulty/damaged cable or defective or faulty ports on the Ethernet switch(s) supplied and maintained by the successful bidder or due to a clash in IP address. Breakdown hours during the period 06:00 am to 10:00 pm on all days in a month shall only be considered for computation of availability. General Manager of the Area or HoD of the respective establishment or their representatives shall be authorized for certifying the total breakdown hours for the installed LAN points in the user location(s) under his command and control. Non-availability of network to the end-users on account of failure of mains power supply continuously for more than 2 hours shall not be considered during computation of monthly availability. If a PC or a printer, attached to the LAN point, is not getting connected to the server due to faulty Ethernet port of the PC, or due to failure of MPLS link, and/or faulty mains power supply, the respective LAN point shall not be considered under breakdown.	AGREE	TRUE	

			For availability below 95%, penalty will be imposed as follows: (a) In case the monthly availability for the individual group of LAN points falls below 95%, but is 75% or more, rental charges for that particular month will be calculated pro-rata basis for the respective individual group of LAN points. (b) In case the monthly availability for the individual group of LAN points falls below 95% but below 75%, the rental charges for that particular month will not be payable for the respective individual group of LAN points. (c) If for reasons, other than faulty mains power supply, the monthly availability falls below 95% continuously for a period of two months or more for the individual group of LAN points, the penalty will be double for the respective individual group of LAN points. (d) No bonus or additional sum shall be payable to the vendor if the monthly availability is more than the guaranteed availability as mentioned above. (e) Monthly availability of LAN points in each Area during a month shall be calculated as follows: $\% \text{ Monthly Availability for Area} = \frac{(16 \times L \times N) - TBD}{(16 \times L \times N)} \times 100$ where L = No. LAN points in the Area N = No. of days in a month, TBD = Sum total of breakdown hours during 6:00am to 10:00pm on all days in a month for the Area/ group.	AGREE	TRUE	
			If the availability, so computed, falls below the guaranteed monthly availability (95%), there will be pro-rata deduction in the monthly rental charge payable for the number of installed LAN points in the Area as penalty. A penal charge amounting to 5% of such penalty will also be imposed and deducted from the monthly rental. $\text{Thus, Penalty for the group} = \frac{(95 - \% \text{ Mthly Availability for the group})}{95} \times \text{Mthly rent for the group}$ $\text{Penal Charge} = 0.05 \times \text{Penalty}$ Monthly charge payable = Monthly rental – (Penalty + Penal Charge) If more than 40% of the LAN points installed in the command Area of the certifying authority remain under breakdown on any one normal working day during a month, for reasons other than non-availability of mains power for more than 2 consecutive hours or due to MPLS link failure, and the situation persists for 3 consecutive working days, an additional penalty amounting to 20% of the monthly rent shall be imposed.	AGREE	TRUE	
			If for reasons, other than faulty power supply, the monthly availability falls below 95% continuously for a period of two months or more, the penalty will be double the rate as calculated under sub-clause (e) above. In case the monthly availability falls below 75% in a month rental, charges for that particular month will not be payable. No bonus or additional sum shall be payable to the vendor if the monthly availability is more than the guaranteed availability as mentioned above. General Manager of the Area or HoD of the respective establishment or their authorized representative, nominated by the HoD/ Area GM/Head of the Unit as the nodal officer, shall certify the total breakdown hours on monthly basis for the calculation of availability against the user locations under his command and control.	AGREE	TRUE	

			PRICES: Prices shall be quoted as per Price-Bid format given in the Annexure-C to the tender document and shall remain FIRM during the contract period. However, rental payment shall be governed as per the clause 4 above. Quoted Prices have two components: (a) One Time Charges (OTC) should not be more than 3 month's quoted monthly rental charge. OTC shall be payable if the supply, installation and commissioning work awarded to the successful bidder is completed within the stipulated time period as per the guideline of this contract. OTC if payable, to be paid only after deduction of the full amount, deductable under LD clause of the tender. If full amount of LD deduction be more than payable OTC amount, then the balance amount will be deducted from the subsequent rental bill/ bills. (b) Monthly Rental Charge including comprehensive maintenance services which is inclusive of repairs and replacement of defective parts (including batteries of supplied UPSs), monitoring and managing the LAN at all the locations to keep in proper working order and also updating of all software devices and licenses through ATS and/or similar such facility. (c) The quoted charge against (a) & (b) above should be inclusive of all applicable taxes and duties (if any) but exclusive GST. Rate of GST, shall be mentioned separately indicating the GSTN detail. (d) There will be no other financial liabilities on the part of BCCL for above maintenance services.	AGREE	TRUE	
			EVALUATION OF BIDS: All techno-commercially acceptable offers shall be evaluated on the basis of NPV of the respective anticipated cash-out-flows as per terms and conditions of payment during the contract period, i.e. 72 months rental period, taking the total LAN points together, and the lowest quoted offer for the NPV of the total cost, computed so, shall be considered as 'L-1'(lowest) offer. For computation of NPV, uniform rate of interest per annum shall be considered for all techno-commercially acceptable offers, which was previously considered as 14%.	AGREE	TRUE	
			PAYMENT TERMS: a) OTC, if applicable, shall be payable only if the successful bidder completes the supply as per requirement including their installation and commissioning work, satisfactorily within the stipulated time period (12 weeks) and submission of certificate to this effect, issued by the General Manager of concerned area or by the HoD (administrative head) of the group (enclosed at Annexure "AB") or by their authorized representative. OTC if payable, to be paid only after deduction of the full amount, deductable under LD clause of the tender. If full amount of LD deduction be more than payable OTC amount, then the balance amount will be deducted from the subsequent rental bill/ bills. b) Monthly Rental Charges shall be payable after completion of each quarter, to be counted from the date of beginning of the rental contract, after adjusting penalty if any against the same quarter. The date of beginning of the contract should be same (a single date) and to be mutually decided by the GM(System), BCCL or his authorized representative, after completion of all installation & their acceptance. The quarterly bill shall be paid within 30 (thirty) days on receipt and acceptance of the same except the quarterly charges bill for the last quarter. c) Bill for the last quarter will be raised on completion of the last quarter and shall be paid after deducting all outstanding penalty charges, if any, and current penalty charges for the last quarter.	AGREE	TRUE	

			SUBMISSION OF DOCUMENTS FOR PAYMENT: THE SUCCESSFUL BIDDER SHOULD SUBMIT A SCHEMATIC DIAGRAM AGAINST EACH LOCATION BEFORE PAYMENT OF OTC (if any) OR BEFORE PAYMENT OF 1ST RENTAL BILL.The supplier will submit the following documents along with the OTC bill/ quarterly bill to the paying authority: A) For Payment of OTC bill: a) Pre-receipted and stamped invoice in triplicate b) Receipted challan. c) Inspection/ Acceptance Certificate. d) Manufacturer's Test and Inspection Certificate for network components. e) Guaranty/ Warranty Certificate f) Undertaking of Authenticity g) Performance Bank Guarantee B) For Payment of quarterly bills: a) Pre-receipted and stamped invoice in triplicate for the applicable Quarter. b) Satisfactory Performance Certificate indicating break-down details, if any, during the quarter. The performance certificate is to be obtained by the successful bidder from the General Manager of concerned area or by the HoD (administrative head) of the group (enclosed at Annexure "AB") or by their authorized representative, is to be obtained by successful the bidder or by his authorized representative.	AGREE	TRUE	
			PAYING AUTHORITY: HoD (Pay); Pay Office, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad (Jharkhand) 826005	AGREE	TRUE	
			CONSIGNEE: GM (Area)/ Administrative head of the group (enclosed at Annexure"AB")of BCCL.	AGREE	TRUE	
			DELIVERY PERIOD: Supply of all items, including the items which may be necessary for successful installation and commissioning of the LAN at all the locations but are not specifically mentioned in the BOM of NIT, their successful installation and commissioning of the all required LAN points at all locations is to be completed within 12 (twelve) weeks from the date of issuance of the work order.	AGREE	TRUE	
			LIQUIDATED DAMAGES: In the event of failure to install all the LAN points within the stipulated period in accordance with the contract and in the event of breach of any of the terms and conditions mentioned in the contract/ order, liquidated damages will be applicable as per the standard/general terms and conditions of BCCL.	AGREE	TRUE	
			WARRANTY / GUARANTEE: The successful bidder shall guarantee that all the network components, related Hardware, Software, UPS, etc supplied under this contract, shall be in accordance with the minimum specifications of the contract and shall have no defects arising out of design, materials or workmanship. The supplier will be responsible for smooth functioning of the material/ equipment, which include all network components, Hardware, Software, UPS, etc supplied under this contract, for the entire period of the contract, i.e. 72 months from the date of successful installation and commissioning.	AGREE	TRUE	

			PERFORMANCE BANK GUARANTEE: The successful bidder shall submit Performance Bank Guarantee (PBG) for 10% of the total value of the work order for satisfactory performance of the contract on non-judicial stamp paper from a Scheduled Bank in the prescribed format. (Annexure- G). The PBG shall be submitted along with first bill after successful installation and commissioning of materials and shall be valid for the contract period plus three months from the date of successful installation and commissioning of the supplied material. The Bank Guarantee shall be released after expiry of the contract period on completion of the supplier's performance obligations under the contract, including any warranty / guarantee / maintenance obligations. The PBG will be encashed and the proceeds shall be utilised by BCCL as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract. For this purpose, the purchaser shall notify the supplier in writing of its invocation of its right to receive such compensation within 7 days indicating the contractual obligation(s) for which the supplier is in default. Monthly rental period will start only after confirmation of the bank guarantee, submitted by the successful bidder with the OTC bill or prior to submission of OTC bill. In case the successful bidder wants to convert their bank guarantee for "Security Deposit" to "Performance Bank Guarantee", the validity of Guarantee for Security Deposit should cover the required performance period. Also, the amount of security should not be less than required amount of Performance Bank Guarantee. In such case, no separate Performance Bank Guarantee shall be required to submit.	AGREE	TRUE	
			Suspension, Cancellation & Foreclosure of Rental Contract 15.1 BCCL shall, in addition to other remedial steps to be taken as provided in the conditions of rental contract be entitled to cancel the rental contract in full or in part, if the supplier : a) Commits default/breach in complying with any of the terms & conditions of the rental contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the officer-in- charge nominated by the consignee for this purpose, OR Shall offer or give or agree to give to any person in service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward to act or acts of favour in relation to the obtaining or execution of his contract for the company, OR Obtain a contract with company as a result of ring tendering or other non-bonafide methods of competitive tendering or transfers, subjects, assigns the entire work or any portion thereof without the prior approval in writing from BCCL or its authorized representative.	AGREE	TRUE	
			b) Notwithstanding anything contained hereinbefore, if the successful bidder/supplier fails to perform its contractual obligation and/or make breach of the contract in any form and/or make delay in progress and if BCCL is of the opinion that the successful bidder/supplier is not in a position to complete the work within schedule time or within a reasonable extended period, in such case BCCL shall be entitled without prejudice to its right to fulfillment, to engage other at the risk and cost of the successful bidder/supplier and to claim the difference in price and adjust/recovery thereof from the dues of security deposit or the performance bank guarantee or to recover/adjust from the dues of the successful bidder/supplier from BCCL or from other subsidiary company of Coal India Limited, Kolkata.	AGREE	TRUE	

			15.2 The rental contract shall stand terminated under the following circumstances: a) If the successful bidder/supplier is under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any. b) On cancellation of the rental contract or on termination of the rental contract, the BCCL or its authorised representative will have the powers : i. To determine the amount to be recovered from the bidder for completing the remaining installation work or in the event of the remaining work is not to be completed the loss/damage suffered, thereof, if any, by the company, after giving credit for the value of the work executed by the supplier up to the time of cancellation less on a/c payments made till that date and value of contractor's materials etc. taken possession by BCCL after cancellation of the contract. ii. To recover the amount determined as above, if any, from any money due to the supplier on any account or under any other contract and in the event of any shortfall, the bidder shall be called upon to pay the same on demand.	AGREE	TRUE	
			UNDERTAKING OF AUTHENTICITY: The bidder shall confirm in their offer to submit Undertaking of Authenticity at the time of supply along with the bills. The bidder shall also confirm in their offer to furnish list of Serial Number of all Certificates of Authenticity (COAs) prior to dispatch of the machines to the consignee.	AGREE	TRUE	
			INSPECTION: The inspection shall be carried out by the GM(System), BCCL or by his authorized representative. BCCL shall have the right to inspect and/or to test the material to ensure their conformity with the minimum required specification and contract and in case any inspected/tested goods fail to perform to the minimum required specifications, the inspecting authority may reject them and the supplier shall either replace the rejected goods or make alteration necessary to meet the specifications at his own cost.	AGREE	TRUE	
			Insurance: Comprehensive insurance of each material/equipment supplied by the successful bidder/supplier is to be done by the successful bidder/supplier and cost of insurance of the material/equipment during transit and during operation of the contract will be on successful bidder's account. The successful bidder will provide documentary evidence to this effect within one month from the date of successful installation and acceptance of the system.	AGREE	TRUE	
			Patent Rights: The bidder shall indemnify the BCCL against all 3rd party claims of software piracy & infringement of intellectual propriety rights. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and BCCL is compelled to pay compensation to a third party resulting from such infringement, the successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees to BCCL.	AGREE	TRUE	
			Technical Documentation: The Technical documentation involving detailed instruction for operation and maintenance (if any) is to be delivered with all equipment supplied at no extra cost. The language of the documentation should be English. Unless and otherwise agreed, the goods and services shall not be considered to be complete for the purpose of taking over until such manuals have been supplied to the BCCL.	AGREE	TRUE	

			Omission of any item/component in this document shall not be sufficient reason for non-performance of the system at a future date. The Bidder should, therefore, specify, justify and quote for any additional item/s, which he feels, are essential for the trouble-free functioning of the LAN at all locations during the entire contract period.	AGREE	TRUE	
			NOTE: - Bidders are required to mention make & model of the offered items along with relevant literature / leaflet. 1. PAYMENT (BOTH OTC & RENTAL) WILL BE MADE AGAINST EACH LAN POINT, THEREFORE, THE QUANTITY, AS SHOWN IN THE B.O.M. IS PURELY INDICATIVE & MINIMUM. 2. THE SPECIFICATION AS SHOWN (BELOW) AGAINST THE ITEMS OF THE B.O.M INDICATES THE MINIMUM REQUIRED SPECIFICATION AND MUST COMPLY WITH. 3. ITEMS WHICH ARE NOT INDICATED IN THE B.O.M BUT WILL BE REQUIRED TO SET UP THE LAN, ARE TO BE SUPPLIED BY THE BIDDER & TO BE INDICATED IN THE B.O.M WITH THEIR BID. 4. BIDDER MAY VISIT THE SITE BEFORE SUBMISSION OF BID & THE SUCCESSFUL BIDDER SHOULD SUBMIT A SCHEMATIC DIAGRAM,DULY SIGNED BY THE AUTHORIZED PERSON, AGAINST EACH LOCATION BEFORE PAYMENT OF OTC (if any) OR BEFORE PAYMENT OF 1ST RENTAL BILL.	AGREE	TRUE	
			***TECHNICAL PARAMETER SHEET			
			***PLEASE ENTER THE DETAILS AS PER THE INFORMATION AND DOCUMENTS YOU HAVE W.R.T. YOUR OFFERED ITEM/S			
			BY TENDER INVITING AUTHORITY			

ANNEXURE - F

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

We, the .....(Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .....

We, the .....(Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

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

The Bank has under its constitution power, to give this Guarantee and Mr. ..... Manager who has signed it on behalf of the Bank has authority to do so.
This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .
Name of the Bank :
Name of the Branch :
Location & Address :
The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]
The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196

Dated .....day of .....
For ..... Bank
Emp. Code.

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

ANNEXURE - G

FORMAT OF PERFORMANCE BANK GUARANTEE

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

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

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

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

3. We,---------- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing on or before the ----------(date to be given----------period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

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

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

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

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

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

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

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

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode platform are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196
platform is furnished below:

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

For ---------- Bank

Signature of the authorised person

for and [illegible] Bank

Emp. Code.

Signature Not Verified
Digitally signed by SONU GUPTA
Date: 2019.02.27 11:12:51 IST
Location: Coal India Limited