



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) CIN:U10101JH1972GOU1000918

ORDER No.BCCL/PUR/314140/MAINTENANCE CONTRACT/14-15/65/192

DATED 23.12.2014

To

M/S MINESOURCE INDIA PVT LTD,
34, CHITTA RANJAN AVENUE, KOLKATA-700012

By Regd post

(Vendor Code: 1/12/D/T/226)

SUB:COMPREHENSIVE MAINTENANCE CONTRACT FOR 599 DESKTOP PCS SETS WITH UPS, DOT MATRIX PRINTERS AND OTHER RELATED ACCESSORIES/PERIPHERALS FOR A PERIOD OF 24 MONTHS

REF: i) Your offer against our E-TENDER NO. BCCL/PUR/314140/MAINTENANCE CONTRACT/14-15/65 DATE-11.09.2014,COVER-1 OPENED ON 10.10.2014 and and Price bid(on line) opened on 26.11. 2014,TENDER ID:2014-bccl-4294-1

ii)Our letter no. BCCL/PUR/314140/MAINTENANCE CONTRACT/14-15/65/4986 dtd.02.12.14

iv)Your letter no Your letter no. MSIPL/BCCL 599pc AMC/14-15/244 dated 04.12.14 confirming the rock bottom price

Dear Sirs,

With reference to the above, we are pleased to place a Contract on you for Comprehensive Maintenance of 599 Desktop PCs sets with UPSs, DOT Matrix Printers and other related accessories/peripherals (technical specification specified in the Annexure-I), as per the scope of services, special terms and conditions attached at Annexure "A" for a period of **24 months** at the following rates and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT

1.UNIT RATE:Rs 696.87(Basic Rate with out service Tax)per set per month

2.SERVICE TAX INCLUDING CESS:shall be payable extra on the above basic rate as legally applicable within the currency of the contract.The present offered rate is @12.36%. CENVAT Credit is to be availed by the paying authority ,if applicable,as per rule on the basis of Cenvatable Invoice disclosing the Service Tax component separately.

3.SCOPE OF WORK: As per Annexure-A enclosed.

4.TOTAL VALUE OF THE CONTRACT: Rs 1,12,56,408.00 (RUPEES ONE CRORE TWELVE LAKHS FIFTY SIX THOUSAND FOUR HUNDRED AND EIGHT ONLY) including service tax for total 599 Desktop PCs sets with ups, dot matrix printers and other related accessories/peripherals for a period of 24 months as per scope of work as per Annexure-A enclosed.

5.FIRM RATES:The above rates shall remain firm during the currency of contract.

6.PERIOD OF CONTRACT:The comprehensive annual maintenance contract will be for a period of 24 months from the date of completion of existing maintenance contract of 599 PCs sets(ie from 01.12.14)

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8.SUBMISSION OF DOCUMENTS FOR PAYMENT: The contractor will submit the documents indicated elsewhere in the order along with the quarterly bill to the paying authority.

9.GUARANTEED AVAILABILITY & PENALTY CLAUSE: You shall ensure 95 % uptime of the PC sets on monthly basis. The downtime penalty will be calculated as per relevant clause indicated in attached Annexure-I

10.PAYMENT TERMS:As indicated in Annexure-I.

11.PAYING AUTHORITY: Chief Manager (Finance) / In-charge Pay Office, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad (Jharkhand) 826005

11.SECURITY DEPOSIT: You shall deposit as security money 10% of the value of the contract(including Taxes) ie for Rs **11,25,641.00**(Rupees Eleven Lakhs Twenty five Thousand Six Hundred and Forty one only) in the form of Bank Draft /Bank Guarantee (in the prescribed format enclosed)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 contract period ie upto 28.02.2017**

If the contractor fails 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 contractor,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.Your EMD submitted alongwith the tender shall be returned on submission/confirmation of Security deposit.

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

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 BG will be en-cashed and the proceeds shall be utilised by the purchaser 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.

12.PRICE FALL CLAUSE - The price charged for the Services rendered against the order, shall in no event exceed the lowest price at which the contractor shall provide or offer to provide the Services of identical description to its any other customer during the pendency of the Contract / Supply Order. If the contractor at any time during the pendency of the Contract / Supply Order provides or offers to provide such Services to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the contractor shall forthwith notify to BCCL such reduction in price of Services rendered after such reduction coming into force shall stand correspondingly reduced.

13.You shall provide on-site maintenance support to BCCL from your office in Dhanbad (Jharkhand) with Telephone/Fax/e-Mail facilities and fully trained and technically qualified Service Engineers as per the information provided by you indicating *Physical location and postal address of the office,*

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Telephone / Fax No., Name of the contract person, List of Service personnel working at the specified location and their technical qualification in your offer.

Enclosure:

Annexure-A -Existing system configuration and technical specifications

Annexure-I: Scope of services, special terms and conditions

EFT mandate (scanned copy)

Nadeem
23/12/14
(Nadeem Khan)
AM(MM)

Yours faithfully,
CR Samantray
(C R Samantray)
Chief Manager(MM)
For & on behalf of Bharat Coking Coal Ltd.

INDENT/BUDGET REFERENCE:

Indent reference	Budget Certification reference.
Requirement vide note vide no. BCCL/EDP/HQ/14/1191 Dated 06.08.14 and Approved by CMD Dated 29.08.14, forwarded by GM(System) vide note no.Nil Dated 03.09.14 MMD IR Regn no.314040 dtd.09.09.2014	Budget under 2014-15 has been provided vide BC Sl.no.3 and FC Vide no.BCCL/REV/CM(FIN)Pay.I/C/FC/14-15/2700/hire charges of computers/04 dated 22.12.2014 for Rs 18,76,068 and the advance budget for the period 2015-16(Rs 56,91,869/-) & for 2016-17(Rs 37,94,579/-) has been provided for a total of Rs 94,86,448/- duly approved by CMD,BCCL as communicated by DYGM(F)C&B vide letter no.BCCL/FIN(C&B)/14/D/166 Dated 02.09.14

1. GM(SYSTEM),Koyla Bhawan
2. GM(F),MM,Koyla Bhawan.
3. CHIEF MANAGER(FINANCE)/In-Charge,Pay Office,/ Chief Manager(F)Cost & Budget Dept BCCL HQ, Dhanbad.
- 4.IEM: Prof(Dr.) L.C.Singhi, IAS(retd),L-31 Third Floor,Kailash Colony, New Delhi - 110048
- 5.GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL
- 6.MM(Tech Cell), MM Div, Koyla Bhawan
- 7.MF/Office Copy.

AM(MM)

Chief Manager(MM)

SPECIAL TERMS AND CONDITIONS

1. Scope of Work

- (a) You will provide On Site Comprehensive Maintenance for 599 PC sets as per details given in this document (at Annexure-A) presently installed within 60 KM radius of Dhanbad under BCCL Command Areas and at BCCL, Kolkata Office. (The PC sets locations may change during the contract period if BCCL management decides so within the BCCL command areas/BCCL Kolkata Office)
- (b) The Desktop PCs sets with UPSs, DOT Matrix Printers and other related accessories/peripherals.
- (c) The Comprehensive Maintenance Contract includes replacement of defective/unserviceable parts including Print Heads of DMPs, Batteries of UPSs. The defective parts will be replaced with parts having equivalent quality in performance.
- (d) Each PCs sets including its accessories/Peripherals would undergo preventive maintenance once in every quarter. Joint certificate to be signed every quarter and submitted to the GM(Systems) or his authorised representative.
- (e) In the event of breakdown You shall ensure that the fault will be attended within 2 hours from the date / time of intimation by BCCL.
- (f) The virus free system shall be responsibility of Yours only. Each PC set should have licensed anti-virus total security pack for the full period of contract. It will be Your responsibility to keep track of license number of such anti-virus software, their installation and upgradation through ON line/Off line. You shall upgrade the anti-virus software as and when required.
- (g) You must have a local Office at Dhanbad.
- (h) You will maintain adequate spare parts at Dhanbad.
- (i) You will provide contact telephone No. to the concerned area/location of BCCL as well as to the EDP Dept-HQ.
- (j) The contract may be terminated by the BCCL anytime during the contract period in case of failure to maintain the equipments properly by the successful bidder.

2. Comprehensive Maintenance charges

Comprehensive Maintenance charges shall remain firm for **24 months** for each of PCs sets including its accessories/Peripherals (as detailed in this document).

3.Uptime guarantee

You shall ensure 95 % uptime of the PC sets on monthly basis. The downtime penalty will be calculated as per para (8) of special terms & conditions

4.Payment Terms:The CAMC charges will be paid on quarterly basis after expiry of each quarter on submission of pre-receipt bills along with uptime certificate duly authenticated by the concerned users in triplicate by the successful bidder to BCCL. Penalty for less than guaranteed availability will be deducted from the bill of same quarter.

3. **Details of PCs Sets :** as per Annexure-A.

4. Downtime Penalty

4.1 You should guarantee 95 % availability (uptime) for PCs including its accessories/Peripherals listed in Annexure on quarterly basis.

4.2 PCs including its accessories/Peripherals downtime will be reckoned only during the working hours i.e. 9.30 hours to 17.30 hours (8 hours) on BCCL working days. Down time beyond these hours on a working day would be excluded. For example, if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the down time should be calculated as below:

First day: from 12.00 hours to 5.30 hours, equal to 5.30 hours.

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Second day: from 9.30 hours to 11.00 hours, equal to 1.30 hours

Total down time = 7 hours.

4.3 The downtime period will start from the time and date of reporting complaint to the successful bidder.

4.4 The availability percentage will be calculated for each quarter. Penalty will be imposed on pro-rata basis, if availability falls below 95 % .Thus

$$(95 \% - \text{actual availability}) \times (\text{CMC rate per month} * 3)$$

$$\text{Penalty} = \frac{\text{-----}}{95 \%}$$

95 %

4.5 No bonus or additional sums shall be payable if availability is more than 95 %.
Actual availability percentage for each PCs including its accessories/Peripherals will be calculated as follows.

$$\frac{(\text{No. of working days} - (\text{Downtime hours}$$

$$\text{In the quarter} \times 8) \text{ during the quarter)}{\text{-----}}$$

46.6 Actual Availability % = $\frac{\text{-----}}{\text{No. of working days in the quarter} \times 8} \times 100$

No. of working days in the quarter x 8

4.7 Penalty for any quarter to be imposed will be calculated on the basis of the following table-

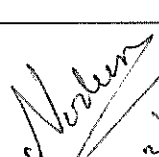
Availability percentage (rounded)	Penalty
95 % and above	Nil
85 % and above	As per calculated in 4.2,4.4 & 4.6.
50 % to 84 %	Double the calculated amount as per rate calculated in 4.2,4.4 & 4.6


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ANNEXURE-F

EXISTING SYSTEM CONFIGURATION AND TECHNICAL SPECIFICATIONS (it may be noted that this configuration is as per the original supply which might have been changed during course of previous maintenance contract)	Qty
<p>"PC Set" :PC Make HCL Model Infinity HCL Pro BL1295:</p> <ol style="list-style-type: none"> 1. CPU: Core 2 Duo E8400 @ 3.0 GHZ with 6MB L2 Cache and 1333 MHZ FSB. 2. Motherboard: INTEL Chipset with Intel Q35 Express Chipset-64mb shared VRAM, Driver to support Direct 9X Q35 Mother Board. 3. Bus Architecture: PCI Bus with 4 PCI slots (2 x PCI, 1 x PCI ex1 and 1 x PCI e x16). 4. Memory: 2 GB DDR2 Dual Channel RAM. 5. HDD: 160 GB SATA@7200 rpm. 6. FDD: 1 No 1.44 MB. 7. DVD/CD Drive: 52X speed DVD RW & CD RW. 8. Monitor/Display: Monitor 18.5" W TFT with resolution 1024 x 768, Energy Star/TCO Compliant 9. Keyboard: 104 Keys Keyboard with bilingual keys (English and Hindi) 10. Mouse: HCL Optical USB Scroll Mouse with mouse pad 11. Bays: 5 Bays, 2 x 5.25" External, 2 x 3.5" Internal and 1 x 3.5" External 12. Ports 8 USB (2 Front), 1 Fast serial port, 1 Parallel printer ECP/EPP. 1 PS/2 Keyboard & 1 PS/2 Mouse port Cabinet Micro ATX. 13. DMI 2.0 Compliance & Support. 14. Audio: Integrated High Definition (HD) audio Ports. 15. Networking Features: Integrated PCI Gigabit Ethernet Controller with UTP port & WOL with driver. 16. Power Mgmt: Energy Star Qualified, screen blanking, HDD system idle mode in power on, setup password. Power supply SMPS surge protected. 17. Certification: Windows Vista Professional, DMI2.0 & Energy Star, Vista Ready. 18. Pre-Loaded Windows Vista professional, recovery CD, license, LATEST SERVICE PACK in CD Media and documentation. The supplied operating system has been activated, registered and updated. All Service Packs, patches, updates, bug fixes related to the operating system should be supplied and installed without any additional cost by the successful bidder, if required, during the full period of maintenance contract. <ul style="list-style-type: none"> ➤ Dot Matrix Printer: Model MSP 355 Marathon 24 pin, 132/136 Column, With necessary drivers, Interface cables, Power cables etc. ➤ UPS: Model Epoch UPS Line Interactive UPS, 1000 VA, 2x7AH 12V battery. ➤ Anti-Virus: Quick Heal internet Security. All patches, updates, bug fixes related to the Anti-virus should be supplied and installed without any additional cost by the successful bidder, if required, during the full period of maintenance contract. 	<p>599</p> <p>Sets</p>


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Minesource India Pvt. Ltd.

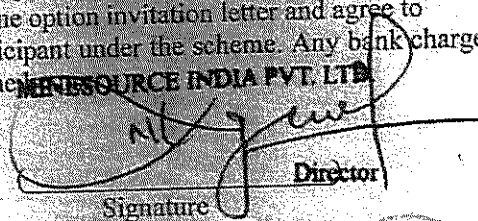
Regd. Office:
13C, Jabakusum Hosue,
34 Chittaranjan Avenue
2nd Floor
Kolkata 700012
Mail id- msical.india@gmail.com

Mandate Form for Electronic Fund transfer/ Internet Banking Payment

1	Vendor/Supplier/Contractor/ Customer's Name & Address (with telephone no. & Fax No.)	MINESOURCE INDIA PVT LTD. 13C, Jabakusum House 34 Chittaranjan Avenue, 2 nd Floor Kolkata 700012 Ph. No. : 033 2212 2101 Fax no. : 033 2212 1464
2.	PARTICUALRS OF BANK ACCOUNT	
	A. Bank Name	STATE BANK OF INDIA
	B. Branch Name (Including RTGS Code)	SME BRANCH, DHANBAD RTGS Code : SBIN0006541
	Address :	Goodwill Properties 2 nd Floor, Bank More DHANBAD
	C. 9 Digit Code Number of the Bank & Branch (As appearing on MICR cheque issued on the bank) or 5 digit code number of SBI	MICR Code : 826002017 Branch Code : 06541
	D. Account Type (S.B Account/Current a/c or Cash Credit with code 10/11/13)	Current A/c - Overdraft Code - 11
	E. Ledger No. / Ledger Folio No.	
	F. Account Number (Core Banking) & Style of Account	31094188049 Minesource India Pvt. Ltd.
3	Date of Effect	06.10.2014
4	PAN NO.	AADCM3464E

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible; I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by me.

Date: 7.10.14


Director

Certified that the particulars furnished above are correct as per our records.


Signature of the Authorized
Officials from the Bank


23/12/14



23/12/14

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.]

Datedday of
For Bank

Signature of the authorized person
For and on behalf of the Bank
Emp. Code