



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)

ORDER NO. BCCL/ PUR/ 312084/PC RENTAL/12-13/39/13-14/06 Dt- 15.04.2013

To

M/s Vareli Tecnac Private Ltd,
14/1B,EZRA STREET,9TH FLOOR,
Kolkatta-700001

By Regd post

(Vendor Code: 1/12/D/S/032)

**SUB:Supply,installation,commissioning and maintenance of
Desktop PCs with UPS and printers on rental basis for a period of 48
months to BCCL**

REF: i)Our E-Tender No. **BCCL/ PUR/ 312084/PC RENTAL/12-13/39**,cover-1 opened on 21-09-2012(Offline) and on 22-09-2012 (Online) and Cover-II(Price bid) on 22.12.12

ii)Your offer no. VTPL/BCCL/2012-13/0105 Dated 19.09.12 and subsequent correspondence.

iii)Our letter no. **BCCL/ PUR/ 312084/PC RENTAL/12-13/clarifications/39/3017 dtd.07.11.12**

iv)Your letter no. VTPL/BCCL/2012-13/105/01 Dated 28.09.12, vide no.VTPL/BCCL/12-13/2111/001 Dated 21.11.12 and no. nil dated 08.12.12

v) Our letter no. **BCCL/ PUR/ 312084/PC RENTAL/12-13/39/3498 dated 21.12.12** for price bid opening

vi)Your letter no. VTPL/BCCL/2013-14/40105/004 Dated 10.04.13

Dear Sirs,

With reference to the above, we are pleased to place an order on you for **Supply,installation, commissioning and maintenance of Desktop PCs with UPS and Printers on rental basis for a period of 48 months to BCCL** at the rates indicated in Annexure-A enclosed, as per the special terms and conditions,scope of supply and technical specification specified in the Annexure-I enclosed,as per the terms and conditions given hereunder alongwith general terms and conditions of NIT

1.SCOPE OF WORK: You shall Supply, Install, Commission and Maintain the ordered quantity of Desktop PCs with UPS and printers as per technical specifications given in Annexure-I at specified locations on rental basis for a period of 48 months to at all user locations,as per terms and conditions given under as per our NIT and Other details as per Annexure-I and Annexure-A enclosed.

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2.TOTAL VALUE OF THE CONTRACT: Rs **2,69,56,458.00** (RUPEES TWO CRORES SIXTY NINE LAKHS FIFTY SIX THOUSAND FOUR HUNDRED AND FIFTY EIGHT ONLY).The break up of the total value of the contract showing item/equipment wise OTC(one time charge) and Rental(monthly and total during the contract period) payable as per the scope of contract is as per Annexure-A enclosed. However,the actual payment of OTC and rental shall be based on the actual qty of installation for items/equipments at sl.no.1 to 3 of Annexure-I within the scope of contract.

3.FIRM RATES:The rates at sl.no.1 to 3 of Annexure-A shall remain firm during the currency of contract.

4.TAXES AND DUTIES:The System is on monthly rental basis,which includes maintenance for a period of forty eight months.Rental shall be uniform for the entire rental period of forty eight months and inclusive of all taxes, levies,duties.

5.DELIVERY PERIOD: Delivery of the items at sl.no.1 to 3 of Annexure-A as per technical specification given in the order shall be completed within 8 weeks from the 10th day of the date of issue of this order. The materials are to be delivered at user locations located within 60 KMs radius of Dhanbad and at BCCL-Kolkata Office.

5 A. PERIOD OF CONTRACT AND TIME PERIOD FOR INSTALLATION: You are required to install the supplied equipment at specified locations within 10 days from the date of supply and obtain successful installation certificate from the authorised representative / Nodal officer of the Area / Unit / Department in which the supplied equipment is being installed. Respective Area / Unit / Department of BCCL will provide the required number of power connections at the site of installation within 10 days of supply of equipment by the supplier and inform the supplier about readiness of site for installation.

The rental period for maintenance and up-keep of the supplied Desktop PCs, Printers and UPS will be 48 months from the date of successful installation and commissioning. The unified deemed start date of the 48-month rental period shall be finalised by the General Manager (Systems) based on submission of duly certified successful installation reports by the successful bidder for all the supplied equipment. At the expiry period of 48 months, BCCL will have the option to take the hardware on perpetual rental by paying one month's rental. The perpetual rental however, will not include any liability from bidder's side for maintenance and upkeep of the machines.

6.PAYMENT TERMS:

a) OTC, if applicable, shall be paid only against timely completion of successful installation and commissioning of supplied equipment and/or systems as specified in the work order and submission of certificate to this effect issued by the General Manager (Systems), BCCL or his authorised representative.

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b)The Monthly Charges shall be paid on quarterly basis against the bills/invoices raised quarterly at the beginning of each quarter which will be paid within 30 (thirty) days on receipt of the same except the quarterly charges bill for the last quarter.

c)The bills for the first quarterly charges shall be raised on successful installation, and commissioning of all the items supplied within the stipulated completion period and shall be paid within 30 days on receipt of the same. Penalty charges, if any, during a quarter will be recovered from the bill of the next quarter.

d)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.

The payment will be made through Electronic System(EFT) as per the Bank Details in the format provided by you alongwith the tender and enclosed as annexure in this order.

7.CONSIGNEE : General Manager (Systems) or his authorised representative, Bharat Coking Coal Limited, Koyla Bhavan, Koyla Nagar, Dhanbad (Jharkhand) 826005, for materials to be installed at BCCL-HQ, Dhnabad.

For other equipments: concerned Area GMs or his authorised representative/ I-C BCCL-Kolkata Office, Kolkata.

Location wise distribution of the required quantity shall be provided by General Manager (Systems) ,BCCL before execution of work directly to you under intimation to this office.

8.SUBMISSION OF DOCUMENTS FOR PAYMENT: The supplier will submit the following documents along with the quarterly bill to the paying authority:

A) For Payment of first quarterly bill and One Tome Charges:

- a) Pre-receipted and stamped invoice in triplicate
- b) Receipted challan.
- c) Inspection / Acceptance Certificate.
- d) Manufacturer's Test and Inspection Certificate.
- e) Guaranty / Warranty Certificate
- f) Undertaking of Authenticity
- g) Performance Bank Guarantee
- h) Installation Note duly certified by the Nodal Officer of the respective Area / Unit / Dept.
- i) Copy of Insurance policy in support of fulfilment of Clause 8 (Insurance) of Annexure-I.

B) For Payment of subsequent 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 previous quarter. The performance certificate for the job is to be obtained by the bidder from the Nodal Officer of the respective Area / Unit / Dept.

9.WARRANTY/GUARRANTY: You shall guarantee that the material / equipment, which include Computer Hardware, Software, UPS, etc supplied under this contract, shall be in accordance with the contract specifications and shall have no defects arising out of design, materials or workmanship and shall carry respective manufacturer's standard warranty.

You will be responsible for smooth functioning of the material / equipment, which include Computer Hardware, Software, UPS, etc supplied under this contract, for the entire period of the contract, i.e. 48 months from the date of successful installation and commissioning. You must ensure that no major breakdown occurs due to manufacturing / design / material / workmanship defect during the contract period. In case of any failure / malfunctioning of the material / equipment, which include Computer Hardware, Software, UPS, etc supplied under this contract, repair or replacement of the same will be arranged by you free of cost.

10.GUARANTEED AVAILABILITY & PENALTY CLAUSE: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

12.SECURITY DEPOSIT: You shall deposit as security money 10% of the value of the contract ie for Rs 26,95,646.00(Rupees Twenty six Lakhs Ninety five Thousand Six Hundred and Forty six 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 for security deposit will be for a period of three months beyond the expiry of delivery period. 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.

13.PERFORMANCE BANK GUARANTEE (PBG)-PBG (in the prescribed format enclosed) on non-judicial stamp paper from a schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period of the contract(ie valid for 51 months from the date of successful installation/commissioning of the system) for 10% value of the contract ie **for Rs 26,95,646.00(Rupees Twenty six Lakhs Ninety five Thousand Six Hundred and Forty six only)** for satisfactory performance of the contract shall have to be submitted to MM Division,BCCL,Koyla Bhawan on or before commencement of supply/ installation/commissioning.

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 PBG 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.

In case you fail to submit the required bank guarantee along with the bills or the confirmation of the issue of the bank guarantee by the issuing bank is pending, then the equivalent amount shall be deducted from their bills in lieu of bank guarantee and balance amount shall be released.

In case the contractor wants to convert their "Bank Guarantee for Security Deposit" into Performance Bank Guarantee, the validity of Bank Guarantee for Security Deposit should cover the required performance period. Also, the amount of Bank Guarantee should be equal to the required amount of Performance Bank Guarantee. In such case, no separate Performance Bank Guarantee shall be required to be submitted.

14.Liquidated Damage(LD) Clause:

In the event of failure to deliver 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:

- a) To recover from you as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which you have 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 %..
- b) 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
- c) To purchase elsewhere after notice to you ie defaulting supplier on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- d) 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 referred to in Clause (a) above except in case of force majeure condition.
- e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., 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 to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.
- f) To forfeit the security deposit fully or in part

15.Force Majeure Conditions - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the

Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The contractor will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the contractor will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the contractor shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of contractor even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

16.PRICE FALL CLAUSE - The price charged for the Stores / Equipment supplied against the order, shall in no event exceed the lowest price at which the contractor shall sell or offer to sell the Stores / Equipment 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 sells or offers to sell such stores 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 sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

17. SUSPENSION,CANCELLATION & FORECLOSURE OF RENTAL CONTRACT:

17.1 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 authorised representative.

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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 fulfilment, 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.

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

a) If the contractor is under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organisation, 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, for reasons as specified above, 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.

18. TERMINATION OF RENTAL CONTRACT:

a) The rental contract awarded as conclusion of this tender expires on completion of 48 months rental period from the date of commencement of rental period for the respective job unless it is renewed upon by mutual consent in writing for such further period and on such terms and conditions as are agreed upon.

b) If the BCCL wishes to terminate the contract after completion of 36 months from the date of start of the rental period, for reasons other than unsatisfactory performance of the service provider, BCCL will pay the compensation @ 30% of the Net Present Value (NPV) of the balance period out of a total 48 months rental period. NPV will be calculated on the basis of prevalent PLR on scheduled balance cash out-flows as on the date of termination of the rental contract.

Two copies of the order is being enclosed herewith. One copy shall be returned by you to this office duly signed as token of acknowledgement and acceptance.

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Enclosure:

Annexure-A- item/equipment wise OTC(one time charge) and Rental(monthly and total during the contract period) payable as per the scope of contract.

Annexure-I: Special terms and conditions,Scope of supply and Technical specifications.

Yours faithfully,

(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. EDP/2012 Dated 03.05.12 Approved by CMD Dated 21.06.12,forwarded vide note no.EDP/434 Dated 10.07.12 MMD IR Regn no.312084/12-13	Advance revenue budget For Value Rs 22168666/-for the year 2013-14 to 2016-17 communicated by HOD/CM(F)(C&B) vide his letter no.BCCL/FIN(C&B)/12/D/82 DATED 22/25.06.2013 & Additional Advance revenue budget For Value Rs 43,36,068/- for the year 2014-15 to 2017-18 communicated by CM(F)(C&B) vide his letter no.BCCL/FIN(C&B)/12/D/Additional/Advancebudget/07 DATED 09/10.04.2013 and BC Sl.no.01and FC given by Chief Manager(F)Pay I/C,BCCL vide no.BCCL/REV/CM(FIN)Pay.I/C/FC/13-14 To 17-18 /EDP/Hire Charges of Computer/01 Dated 15.04.2013 for Rs 2,69,56,458/-

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: Justice Ashok Kumar Chakraborty (Retd),BB-69, Sector I Salt Lake, Kolkata – 700 064
- 5.GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL
- 6..MM(Tech Cell), MM Div, Koyla Bhawan
- 7.MF/Office Copy.

Chief Manager(MM)

ANNEXURE—A

ITEM/EQUIPMENT WISE OTC(ONE TIME CHARGE) AND RENTAL CHARGES AS PER SCOPE OF CONTRACT.

Sl.N o	ITEM DESCRIPTION	MAKE & MODEL	U O M	QTY	OTC PER UNIT	TOTAL OTC FOR THE ITEM (4)x(5)	MONTHLY RENT PER UNIT	48 MONTHS RENT FOR REQUIRED QUANTITY (4)x(7)x 48	TOTAL CHARGE PAYABLE FOR 48 MONTHS RENTAL PERIOD (6)+(8)
(1)	(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Desktop PC with accessories & UPS as per Technical Specifications given in Table TS-1 of Annexure-I	PC-Acer /Veritron M200-Q67* UPS-Epoch Or PC-Wipro/Wipro desktop W70105* UPS-Epoch	Set	272	4500.00	12,24,000.00	1503.00	1,96,23,168.00	2,08,47,168.00
2	DOT MATRIX PRINTERS (DMP) as per Technical Specifications given in Table TS-2 of Annexure-I	TVSE/ MSP355 Marathon	Set	229	1290.00	2,95,410.00	434.00	47,70,528.00	50,65,938.00
3	LASER PRINTERS as per Technical Specifications given in Table TS-3 of Annexure-I	SAMSUNG /3710nd	Set	43	1416.00	60,888.00	476.00	9,82,464.00	10,43,352.00
	TOTAL					15,80,298.00		2,53,76,160.00	2,69,56,458.00

*Either of the alternative make and model shall be supplied but for the full quantity of the same make and model .

Chief Manager(MM)

ANNEXURE—I (Total six pages)**SPECIAL TERMS & CONDITIONS , SCOPE OF WORK ,BILL OF MATERIALS AND TECHNICAL REQUIREMENT AND SPECIFICATIONS****1.SCOPE OF WORK:**

You shall Supply, Install, Commission and Maintain the ordered quantity of Desktop PCs with UPS and printers as per technical specifications given in Annexure-A at specified locations on rental basis for a period of 48 months to at all user locations,as per terms and conditions given under as per our NIT and Other details as per Annexure-I enclosed.

2.TECHNICAL SPECIFICATIONS

TS-1 : Specification for PCs	
Description	Specification
Make / Model	The make and model as specified in Annexure-A.
Certification	Model should be Windows 7 certified by Microsoft
Motherboard	Original Intel motherboard or OEM Motherboard with the PC manufacturer's name embossed on the motherboard.
Chipset	Intel Q67 express chipset or higher
Processor	Intel Core i5 – 2400, 3.10 GHz or higher
Memory	4 GB 1066 MHz or higher DDR3 RAM
Hard Disk	500 GB 7200 rpm or higher SATA HDD
I/O Interface	6 or more USB Ports (with at least 2 on front), audio ports for microphone and headphone in front
DVD Drive	Internal 16x or higher DVD Writer
Network	10/100/1000 Mbps Auto-sensing Ethernet with RJ-45 Port
Graphics Card	NVIDIA GeForce 210 or equivalent (Open GL compliant) with 1 GB or higher memory
Mouse	Microsoft Compatible scrollable Optical Mouse with Pad
Key Board	Standard Multimedia Keyboard with Indian Rupee Symbol
Speaker	300W or higher External Amplified Speaker

Monitor	18.5" or higher TFT SVGA Colour Digital Monitor (to support 1366 X 768 or higher resolution) – TCO '05 certified
Cabinet	CPU Cabinet, Monitor, Keyboard & Mouse, – Black / Black & Silver Colour
Operating System	Microsoft Windows 7 Professional (32-bit Latest edition) preloaded with CD media & license
UPS	Line Interactive UPS, 750 VA, Input Voltage: 170 to 270V AC, Input Frequency: 50 Hz +/- 4%, Output Voltage: 220 to 240V, Output Frequency: 50 Hz +/- 4%, 30 Minutes backup with full load, 2 x 7 AH SMF Batteries, Transfer Time: Max 5 ms., Minimum number of power outlets : 3
Antivirus Software	Capable of protecting the PC from all sorts of viral attacks and total internet security with 5 year license valid from the date of activation.

Table TS-2: Technical Specifications for Dot Matrix Printers
24 pin, 132/136 Column, 300 cps or more speed @ 10 CPI in draft mode, 10000 hours or more Power on Hour, 64 KB memory (Min.), Paper Types: Continuous forms, Cut sheet, With necessary drivers, Interface cables, Power cables etc.

Table TS-3: Technical Specifications for Laser Printers
<p>a) Print Speed (black, normal quality, A4) : 15 PPM or more</p> <p>b) Print Quality (black, Best Quality) : 1200 x 1200 DPI</p> <p>c) Duty Cycle/Month : 8000 pages or more.</p> <p>d) Standard Memory : 8 MB or more</p> <p>e) Standard Connectivity : High Speed USB 2.0 Port (Compatible with USB 2.0 specifications).</p> <p>f) Network Connectivity : 10/100/1000 Mbps Auto-sensing Ethernet with RJ-45 Port</p> <p>g) Accessories : Necessary drivers, Interface cables, Power cables etc.</p>

3.SCOPE OF SUPPLY:The Scope of Supply includes first supply of one set black standard cartridge with full ink, DMP Ribbons for the printers, interconnecting cables and connectors and other items required for installation and commissioning of the complete system. If it is observed during installation that certain items are necessary to complete the system but those are not quoted in your offer, it will be presumed that these items will be supplied by you without any additional cost. Completion of installation without such items or supply of cheaper alternative will not be accepted.

4.SCOPE OF MAINTENANCE:

Comprehensive maintenance of the supplied equipment is to be done by the supplier or by its authorised service provider. The Scope of Maintenance work will be as under:

- a) To carry out all routine schedule maintenance job at BCCL HQ and other locations within a radius of around 60 km from Dhanbad (Jharkhand) and BCCL Kolkata Office where the machines / equipment / software supplied by the successful bidder are to be installed.
- b) Providing all labour, all spare parts, inspection and supervision services related to the above.
- c) Maintaining the system to achieve guaranteed availability as per Clause-5.
- d) The cost of maintenance work will include cost of all spares (landed-price basis), labour charges and all other charges on as and when required basis. No separate payment will be made towards the cost of maintenance as the same is a part of the monthly rental charges, payable on quarterly basis against invoice / bill raised for that purpose.
- e) All supplied software which includes operating system pack, anti-virus total security pack, drivers, etc. to be activated, registered and updated at all installed locations by the supplier.
- f) For all hardware & software, maintenance services and software up-gradation shall be provided by the supplier during the entire rental period free of cost.
- g) The response time to attend a maintenance complaint / breakdown call at site shall not exceed 24 hours. The supplier shall, thus, respond and commence repair work on the equipment within 24 hours of being notified. In case there is any failure with Hardware components, the same may be made good / rectified within further 24 hours time. All the hardware, software supplied and installed, shall be maintained in a manner, which ensures that the 95% availability is achieved.
- h) The periodicity of preventive maintenance shall be once in a month and shall be carried out during normal working days.
- i) All spare parts and components, including print-head for Dot Matrix Printers and batteries for UPS, have to be supplied and installed free of cost at site during the period of contract. Printer ribbons, ink cartridges, and toner cartridge shall only be considered as consumables and will be provided by BCCL.

5.GUARANTEED AVAILABILITY & PENALTY CLAUSE:

Availability Provisions for the equipment/software supplied installed and maintained by the contractor :

- a) You shall guarantee that all equipment / software supplied pursuant to this contract and installed and maintained at all user locations 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 outlines below.
- b) The PCs, printers, UPS and associated software components supplied, installed and being maintained at user location by you pursuant to this contract are expected to be

up and available to the users normally from 6:00 am to 10:00 pm on all days in a month except for the scheduled maintenance, the time and duration of which shall be decided by the mutual consent of the contractor and General Manager (Systems), BCCL or their authorized representatives. The guaranteed availability for all these items shall not be less than 95% calculated on monthly average basis and in no case shall fall below 75% as described hereunder. If the machine downtime is anticipated to continue over to the next 5 working days, the defective machine is to be replaced by the back-up machine.

c) Availability of Printers, and Desk-top PCs with UPS, shall be considered as a single system and computed accordingly. As such the guaranteed availability shall not be less than 95% calculated on monthly average basis for the stand-alone mode, and in no case shall fall below 75%. Non-availability of these items on LAN for on-line mode on account of failure of Ethernet port(s) of these equipments or malfunctioning of the necessary device drivers shall also be treated as breakdown of these systems. However, non-availability of the system on LAN for on-line operations due to failure of MPLS link and/or failure of LAN connection, non attributable to defective Ethernet port of the respective PC / printer shall not be considered for computation of monthly availability. Breakdown hours during normal working hours i.e. 9:30 am to 5:30 pm on all working days in a month shall only be considered for computation of availability. General Manager of the Area or his authorized representative shall be the nodal officer for certifying the total breakdown hours for the equipment available in the user locations under his command and control.

Monthly availability of each individual item during a month shall be calculated as follows:

8xN - TBD

% Monthly Availability = ----- x 100

8xN

where N = No. of working days in a month,

TBD = Sum total of breakdown hours during normal working hours in a month.

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

(95 – % Monthly Availability)

Thus, Penalty = ----- x Monthly rent of the item
95

Penal Charge = 0.05 x Penalty

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

If the item under breakdown is not available for use for more than 3 consecutive days an additional penalty amounting to 20% of the monthly rental for that system 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 (c) above.

In case the monthly availability falls below 75% in a month, rental charges for that particular month will not be payable. If the availability falls below 75% for any PC or printer, then the PC or the printer has to be replaced by a new one of the ordered configuration or higher configuration.

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

6.UNDER TAKING OF AUTHENTICITY: You shall submit Undertaking of Authenticity at the time of supply along with the bills.

You shall also furnish list of Serial Number of all Certificates of Authenticity (COAs) of Operating System Licenses which are pre-loaded, prior to dispatch of the machines to the consignee.

7.INSPECTION: The inspection shall be carried out by GM (Systems), BCCL or his authorised representative after receipt of the ordered supplies. BCCL shall have the right to inspect and/or to test the material to ensure their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the inspecting authority may reject them and the supplier shall either replace the rejected goods or make alteration necessary to meet the specifications free of cost.

8.INSURANCE: Comprehensive insurance of each material/equipment supplied by you 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 (alongwith the bill for payment of first quarterly bill and One Time Charges) within one month from the date of successful installation and acceptance of the system.

9.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.

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

You shall be fully responsible for the successful virus free functioning by providing a suitable anti-virus software licensed for regular updates for the entire contract period and integrated operations of the system as a whole and the omission of any item/component in this document shall not be sufficient reason for non-performance of the system at a future date. You should provide any additional item/s, which you feel, are essential for the trouble-free functioning of the system during the entire contract period.

11. Availability of maintenance / after-sales-service: You shall provide on-site maintenance support to BCCL .The address of your office in and/or around Dhanbad (Jharkhand) with Telephone/Fax/e-Mail facilities and fully trained and technically qualified Service Engineers as provided by you in your offer to take up maintenance and services are as under:

Office Address	Name of Engineer	Contact no	Email
Vareli Tecnac Private Limited	Amar Kumar Sharma	9331428055	amars@vareli.co.in
New colony,Jagjivan Nagar,Dhanbad-826003	Manish Kumar Singh	9304441281	Manish_198418@yahoo.co
	Sujit Kumar	9386938478	Sujitk@vareli.co.in

12. IPV6 compliance :As Certificate furnished by you from the respective OEMs alongwith your bid in respect of IPV6 compliance, You must ensure that all the make and model of the each item of computer and networking device, hardware and /or software item is IPV6 compliant.

13. Originality Certificate: As Certificate furnished by you alongwith your bid in respect of the Originality, You must ensure the following in respect of all the make and model of the supplied hardware/software item and accessories

a) All offered items and their components / parts / assemblies / sub-assemblies / software etc which shall be supplied to BCCL against the order, 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.

b) All the offered software, with requisite number of user licenses as may be necessary, shall be supplied with duly authorised license certificate in the name of Bharat Coking Coal Limited from the respective OEM and also that these software shall be sourced from the original manufacturer / developer of the software product or their authorised agencies. The contractor shall provide all necessary updates and/or patches as and when released by the respective OEM of the software product during the entire period of contact i.e. 48 months, at no additional cost.

BANK DETAILS FOR EFT PAYMENT

1.	Name of the beneficiary	M/s Vareli Tecnac Private Ltd
2.	Address (with PIN code)	M/s Vareli Tecnac Pvt Ltd, 14/1B,EZRA STREET,9 TH FLOOR, Kolkatta-700001
3.	Telephone No. (with STD code)	033 22354511/22358406/22356672
4.	Bank Particulars	
a)	Bank Name	CORPORATION BANK
b)	Bank Telephone No. (with STD code)	033 2235 2146
c)	Branch Name	KOLKATTA-CANNING ST
d)	Bank Branch Code	0151
e)	Branch Address (with PIN code)	RAMPURIA MARKET,IIND FLOOR,CANNING STREET, KOLKATTA- 700001
f)	Bank Fax No. (with STD code)	033 2235 2216
g)	9 digit MICR code of the bank branch (enclose copy of a cancelled cheque)	700017003
h)	11 digit IFSC code of beneficiary branch	CORP0000151
i)	Bank Account Number	015100401110001
j)	Bank Account Type (Tick One)	CASH CREDIT
5.	Permanent Account Number (PAN)	AAACV8790P
6.	e-mail address for intimation	info@vareli.co.in
7.	BCCL Vendor Code	1/12/D/S/032

Chief Manager(MM)

For & on behalf of Bharat Coking Coal Ltd.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

Datedday of

Signature of the authorized person

For Bank Limited.

For and on behalf of the Bank

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having its office at -----
 -----hereinafter called the Seller has entered into a Contract No.-----
 -----dt.------(hereinafter called the said Contract) with Bharat Coking Coal
 Limited (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,----- Bank Ltd. 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,----- Bank Ltd., 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 that would be taken for the performance 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-----months from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. 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 relieved 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 ,----- Bank Ltd. 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.

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

For ----- Bank Limited

Signature of the authorised person
for and on behalf of the Bank

