

# सेंट्रल कोलफिल्ड्स लिमिटेड

(कोल इण्डिया लिमिटेड की एक सहायक कम्पनी)

## प्रणाली विभाग

दरभंगा हाउस, राँची – 834029

दूरभाष सं: 0651-2360749, 2360606 विस्तार: 5251

फैक्स सं: 0651-2360024

वेब साइट: <http://www.centralcoalfields.in/ind/>



Coal India Limited

A Maharatna Company  
www.coalindia.in



# Central Coalfields Limited

(A Subsidiary of Coal India Limited)

## SYSTEMS DEPARTMENT

Darbhanga House, Ranchi - 834029

PHONE: 0651-2360749, 2360606(PBX) Extn. 5251

FAX: 0651-2360024

WEBSITE:

<http://www.centralcoalfields.in/ind/>

*A Miniratna Company*

Ref: - CCL/GM (Systems)/16-17/767 /D.

Dated: - 27.12.2016.

To,  
The Zonal Manager (East Zone)  
Electronics Corporation of India Limited  
Apeejay House (4<sup>th</sup> Floor), 15, Park Street,  
Kolkata 700010

Sub: - Work Order for Supply, Installation, Integration, Commissioning, Execution, and Maintenance of Servers and peripherals AND maintenance of existing essential allied accessories for 5 years Comprehensive AMC in HQs and Areas of Central Coalfields Limited.

Ref No:-

1. Your proposal dated 03.11.2016
2. Your final offer vide ECIL:ITTG: BSD:CCL: 2016-17: 11:01 dated 05.11.2016

Dear Sir,

With reference to above, we are pleased to place order for Supply, Installation, Integration, Commissioning, Execution, and Maintenance of Servers and peripherals with 3 years Comprehensive warranty and 2 years Comprehensive AMC (outright purchase) AND maintenance of existing essential allied accessories for 5 years Comprehensive AMC in HQs and Areas of Central Coalfields Limited at the total cost of Rs. 3,99,09,783/- (Rs Three Crores Ninety Nine Lakhs Nine Thousand Seven Hundred and Eighty Three) only including currently applicable taxes.

The Detail Technical Specifications of the Items will be as mentioned by M/s ECIL vide letter dated 03 November, 2016 (Page No. 1 to 3). The details are enclosed in this work order.

In addition to the above, the Technical Specifications of Existing Essentials Allied Accessories for 5 Years including repair and replacement as required is also enclosed.

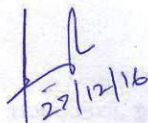


The Taxes and duties will vary according to govt. rule/circular from time to time and will be charged at actual at the time of billing.

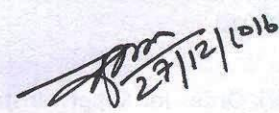
**Order Acceptance:** Two copies of the order are being enclosed. One copy of the order may please be returned duly stamped and signed within 07 days from the date of supply order as a token of acknowledgement and acceptance of the contract.

**Enclosures :**

1. **Technical Terms and Conditions of the Contract (including technical specifications)**
2. **General/Commercial Terms & Conditions**
3. **Detailed Bill of Materials**

  
29/12/16  
**R.K.P. Singh**  
**DGM(ICT Opern & Plg)**

Yours faithfully,  
For and on behalf of Central Coalfields Limited

  
29/12/16  
**(P.B.B. Prasad)**  
**General Manager (Systems)**

**Copy forwarded to :-**

1. T.S. to CMD, CCL Ranchi
2. T.S. to D(F), CCL Ranchi
3. GM ( Fin-HQ), CCL HQ, Ranchi
4. GM(MM),CCL HQ, Ranchi
5. DGM(ICT Opern & Plg), CCL HQ, Ranchi
6. DGM( Software Solutions & Support), CCL HQ, Ranchi
7. All Area Systems In charge

This is issued with the approval of competent authority and Capital Budget Certified for Rs. 2,28,79,633.00 vide no. BGT/PP/CB/16-17/Mannual/8/29 dated 14.12.2016 under Head P&M and Revenue Budget for Rs. 5,50,000.00 vide no. CF/CCL/2016-17/761 dated 15.12.2016 under Head New Server Areas + HQ .



## Technical Terms and Conditions of the Contract

1. **Performance bank guarantee** – 10 % of the value of equipment cost and total of installation, integration and warranty services support cost of 3 years should be submitted by M/s ECIL in the form of a bank guarantee in the form given in the bid document as per format at Annexure – I.

The said bank guarantee shall be valid for 5 years and 3 months from the date of commissioning.

*The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending.*

*Performance Bank Guarantee to be provided by M/s ECIL in the form of Bank Guarantee shall be issued by any Scheduled Bank.*

## 2. **Delivery, Supply, Installation & Commissioning**

- a) The delivery, supply, installation and commissioning of the entire equipment must be completed within 12 weeks from the date of placement of work/Supply/Purchase Order.
- b) Commissioning of the project shall mean successful start of operation of CCL's Applications by logging into the server & connecting from server to the client and vice versa from CCL HQ as well as remote location. Further if there is failure due to connectivity issue of link (LAN/WAN), M/s ECIL will not be held responsible.
- c) LD shall be applicable as per Liquidated Damages Clause of this contract document.
- d) M/s ECIL will not provide support for Oracle related services.
- e) LD shall not be applicable if M/s ECIL completes the installation of the servers and peripherals and makes the platform ready for installation of Oracle within 12 weeks.
- f) CCL may have to procure additional licenses for Oracle RDBMS and associated products depending on number of processors, cores, core factor etc. Till the time of such procurement, the Servers shall be hard partitioned with less cores to suit working under existing number of Oracle Licenses.
- g) Deliverables: **One copy of all User manuals (hard & [OR] soft copy) will be supplied. Step by step Configuration procedure of Servers, storage etc, shall also be provided.**

3. **Consignee** : GM(Systems), CCL HQ, Darbhanga House Ranchi and System In-Charge RCC MRS, Naisarai.

**4. Inspection:** Inspection will be carried out by GM (Systems) or his authorized representative at consignee end.

**5. Paying Authority :** GM(Finance), CCL HQ, Darbhanga House, Ranchi

**6. Payment Terms**

- a) 80% of the value of equipment cost shall be paid on submission of clear and acceptable bills/invoices after delivery and acceptance of equipments.
- b) 20% of the value of equipment cost and total of installation, Integration & Warranty services support cost of 3 years shall be paid after installation, commissioning and successful start of operation of CCL's Applications and submission of PBG equivalent to 10% of the value of equipment cost and total of Installation, Integration & Warranty services support cost of 3 years which will be valid for 5 years and 3 months.
- c) **AMC-I** :Additional two years extended warranty support cost of equipment shall be paid quarterly on submission of monthly performance reports after 3 years warranty support of equipment.
- d) **AMC – II** :Comprehensive Onsite Annual Maintenance Charge of existing essential allied accessories shall be paid quarterly after submission of monthly performance reports.
- e) After the expiry of contract period, project implementer will be entitled to take back all the items covered solely under AMC.
- f) After the expiry of contract period, CCL would have the option to extend the contract on mutually agreed terms & conditions. For such extension(s) intimation would be given by CCL 3 months in advance.
- g) The taxes and duties will vary according to govt. rule/circular from time to time and will be charged at actual at the time of billing.
- h) The bill shall be paid on submission of challans in Triplicate and performance certificate (duplicate) duly certified by the Computer-Incharge of the respective Areas / designated representative of GM(Systems).

**7. Comprehensive Annual Maintenance & its Regulation**

- a) M/s ECIL assures a minimum availability (Uptime) of 99% as a whole for servers and its peripherals (Outright Items) of both Headquarter and Naisarai.



- b) Downtime of servers will be reckoned round the clock (24 X 7). Maximum Grace Period to attend the call will be 4 hours.

For e.g. if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the downtime would be calculated as below:

First day: from 12.00 hrs to 12.00 hrs (i.e. 12.00 hrs).

Second day: from 12.00 hrs to 11.00 hrs (i.e. 11.00 hrs).

Total downtime: (23 – 4) hours = 19 hrs

- c) Server & Allied Accessories (Outright Mode) Site wise Availability in % =

$$\frac{(\text{No of working days in the month} \times 24) - (\text{Downtime hours during the month})}{(\text{No of working days in the month} \times 24)} \times 100$$

Note:

1. Availability shall be calculated on monthly basis.
  2. Preventive maintenance is to be carried out on mutually agreed time.
  3. No of working days in the month will be calculated as per the no. of working days in a calendar month. (i.e. all days of the months shall be considered as working days) ( i.e. 24\*7)
- d) In case availability of Outright items falls below 99%, the Warranty/AMC charges payable by CCL will be reduced by ONE percent for each One percent reduction in availability, e.g. 4% reduction for 95% availability. However, no AMC/Warranty Charges will be payable for availability below 80%.

If the availability goes below 80% continuously for 3 months, an amount equal to monthly AMC/Warranty charge will be deducted as penalty in 4<sup>th</sup> month from Project Implementer's Performance Security. If the availability still goes below 80% in 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> month, the deduction of an amount equal to monthly AMC/Warranty charge from Project Implementer's Performance Security as penalty will continue till 6<sup>th</sup> month.

Again if the availability further goes below 80% in 7<sup>th</sup> month, CCL is free to forfeit remaining M/s ECIL's Performance Security and the contract will be terminated.

- e) The monthly AMC/Warranty charge for Outright items shall be 1/24 part of the Additional Two Years Extended Warranty Support Cost mentioned in BOM.
- f) However the uptime/downtime for existing essential allied accessories shall be as per old terms and conditions of the contract of M/s ECIL & M/s CCL. The agreement made on 16-08-1999. (This shall be applicable only to calculate the performance of the essential allied accessories)
- g) It shall be the responsibility of M/s ECIL to make necessary adjustments and/or repairs/maintenance to keep the Servers, peripherals along with its existing essential allied accessories CCL as per specification / requirement in proper and satisfactory working condition. M/s ECIL & CCL will decide the periodicity of maintenance and it should not be less than once in a month.
- h) The bills shall be raised quarterly, however the performance reports (site wise) shall be monthly and the required uptime shall be calculated on monthly basis.



- i) All Warranty/ AMC shall be onsite comprehensive, which would include batteries of UPS also. Only Ribbons and Toners of printers shall be treated as consumables.

- 8. Manpower :** M/s ECIL should clarify that they will not outsource the work.
- 9.** All outright equipments/components supplied shall be brand new. No old/refurbished items shall be supplied.
- 10.** Each Component / allied accessories of the Systems must be compatible with each other. There shall not be any compromise on the specification.



**ECIL's solution for Server, Storage & Accessories for CCL**  
**A. Server and Peripherals with Three years Warranty and 2 Years**  
**Comprehensive AMC (Outright Purchase)**

**Headquarters & Naisarai A.O**

**Deliverables at a Glance**

Sl. No	Deliverables / Services	Qty	Remark
01	Server <b>Make &amp; Model:- Oracle S7 – 2L</b>	04	02 Servers at Hqs 02 Servers at Naisarai
02	Common Console for Servers Management <b>Make &amp; Model:- ATENKL1508AI</b>	02	01 Console at Hqs 01 Console at Naisarai
03	Common SAN disk Storage <b>Make &amp; Model:- Netapp E2724</b>	02	01 Storage for Hqs 01 Storage for Naisarai
04	SAN Switches <b>Make &amp; Model:- Brocade 300</b>	04	02 Switches for Hqs 02 Switches for Naisarai
05	External Tape Library <b>Make &amp; Model:- OracleStorage tek SL 150</b>	02	01 Library for Hqs 01 Library for Naisarai
06	10 KVA Online UPS with 03 hrs Battery Back up <b>Make &amp; Model:- EPOCH 10 KVA UPS</b>	01	For Naisarai A.O
07	Ethernet Switches , Fiber Optic Cable, Optics Module etc.	One Lot	For interconnection among Server , Storage & Tape Library
08	42U Rack <b>Make &amp; Model:- Valrack 42U Rack</b>	02	01 for Hqs 01 for Naisarai A.O
09	ECIL warranty services , Installation & Integration	One lot	



## DETAIL TECHNICAL SPECIFICATION

### **01 Oracle S7-2L Server (Make & Model:- Oracle S7 – 2L)**

- Oracle RISC Server with 64 bit RISC Unix. Two Sparc S7 Processors in each Server,
- 08 cores per processor, 4.27 GHz Clock speed, Active-Active or Active-Passive cluster with Solaris clustering License, 256 GB memory expandable to 1 TB, Internal RAID 0,1 , 16 MB L3 cache, 512 KB (I) + 1 MB (D) L2 cache,, 16 KB ( I ) + 16 KB ( D ) L1 cache
- 04 X 10 GB Ethernet Ports (100 mbps / 1 gbps / 10 gbps)
- 1 X Dual Port FC HBA for connection with storage / san switch
- 06 PCI slots, 2 X 600 GB SAS SFF Hard disks
- Two nos 1200 watt Redundant Power Supply
- 64 bit Unix with 32 bit compatibility – Solaris
- Solaris clustering , c / c++ compiler, Rack Model
- Three year warranty

### **02 Common Console**

- Common Console for Server Management , KVM Software, Flat Panel TFT

### **03 Common SAN Storage (Make & Model:- Netapp E2724)**

- Netapp E2724 SAN Storage
- Dual Controller , 8 GB SSD Cache, 4 X 16 GB/sec host port per controller
- Fiber Channel Interconnect (HBA) , 12 GB SAS Port as addl. Feature
- 14.4 TB Raw Capacity of Disk space
- 900 GB X 16 nos SAS 10 K drives
- Scalable to 20 TB of usable disk space
- Supports RAID 0,1,3,5,6,and 10
- Dedicated Ethernet Management Port
- Thin Provisioning and license for use, Snapshot and Volume clone
- Santricity Storage Management Software with license

#### **04 SAN Switches (Make & Model:- Brocade 300)**

- Brocade 300 switch , 24 ports per switch
- 8 GB /sec per port

#### **05 External Tape Library (Make & Model:- OracleStorage tek SL 150)**

- Oracle Storage tek SL 150
- Storage--02 Drives , No of Slots = 40 , 20 Bar coded Data Cartridges
- 02 Cleaning Cartridges , Interface – SAS or FC
- Hot swappable drives, Redundant Power Supply, Redundant Fans
- Automated Cartridge System Library software
- LTO 7 - 6 TB, LTO 6 – 2.5 TB per cartridge

#### **06 UPS 10 KVA (Make & Model:- EPOCH 10KVA)**

- 10 KVA on line UPS with 03 hours battery back up,
- Input three phase , output single phase



**B. Maintenance of Existing Essential Allied Accessories for 5 Years including repair and replacement whenever required.**

S. No	Items	Quantity (In No.) Total: Areas + HQ	CCL HQ Ranchi	CCL Command Areas
1.	Clients/PCs	88	0	88
2.	Laser Printers	11	0	11
3.	Line Printers	13	2	11
4.	DMP	11	0	11
5.	1 KVA UPS	88	0	88
6.	Network Switches	14	3	11

**Technical Specifications of the Items**

S. No	Items	Description
1.	Clients/PCs	HCL Desktop 2.5 GHZ or more, 160 GB HDD, 1 GB DDR2 RAM, 17" LCD and other accessories
2.	Laser Printers	HP LJ 1505 Laser Jet
3.	Line Printers	WEP P7 1500N Line Printer
4.	DMP	WEP LQ DSI 5325 DMP
5.	1 KVA UPS	1 KVA Offline UPS
6.	Network Switches	24 Ports 3COM Switch Model 2226 Plus

**In case M/s ECIL replaces the existing essential allied accessories at any point of time during the duration of the contract, the supplied equipment shall be of same or higher specification.**

**Some of the General/Commercial Terms & Conditions incorporated in are as under :-**

1. **Prices** The Price shall remain "FIRM" till complete execution of the order.
2. **JVAT** : - Jvat will be paid extra as applicable present rate of JVAT is 5%.
3. **Tax Clause** :-
  - I. Tax Deduction at source (TDS): Income tax TDS shall be applicable under relevant provisions of Income Tax Act 1961 on payment of the AMC (Annual Maintenance Cost).
  - II. The Bill /Invoice raised for AMC (Annual Maintenance Cost) payable should contain all the information as required under Rule 4A of Service Tax Rule 1994. The invoice must be serially numbered and must contain the following information:-
    - The name, address and the registration number of service provider.
    - The name and address of the person receiving the taxable service (i.e. CCL)
    - Description, classification and value of taxable service provided or to be provided.
    - The service tax payable thereon.
4. **CENVAT Credit** :

Service Tax: The applicable service tax on Freight, insurance, installation and warranty/AMC charges should be quoted separately so that CENVAT credit benefit shall be availed as admissible.
5. **Performance bank guarantee** – Format is Enclosed as Annexure I.
6. **Integrity Pact applicable** - Format is Enclosed as Annexure II
7. **Price Fall Clause**: Till the commissioning of the Project, if the suppliers supply the items of identical description as that of CCL to any customer, Annual Maintenance Cost (AMC) in such occasion(s) should not be lower than those of the items supplied/to be supplied to CCL.
8. **PRICE CERTIFICATE**: Firm shall have to submit a price certificate in all their invoices in the following format:-

"It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organization during the period of contract" in line with the price fall clause.
9. **LIQUIDATED DAMAGES**: In the event of failure to delivery or dispatch the stores within the stipulated date/period & **successful commissioning** in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its



Subsidiary Companies should have the right :

(a) To recover from the successful tenderer 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%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

(b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit/**PBG** full or in part.

(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**10. RISK PURCHASE:** In the event of failure of the supplier to deliver or despatch the stores within the stipulated date/period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, the Company have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly in this tender enquiry that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in CCL and also in any other Subsidiary Companies/ Coal India Limited.



**11. FORCE MAJURE :-**If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

**12. JURISDICTION:** The Court at Ranchi in Jharkhand State only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of our contract.

**13. Submission Of Bills:** For claiming payment, bills / Excise-Cum-Tax Invoice (wherever applicable) in triplicate should be submitted to the Paying Authority for arranging payment **except in case of direct import by CCL**. The following documents/certificate should also be submitted to the paying authority along will the Bill / Excise-Cum-Tax invoice:

- a) Self Authenticated Copy of Consignment Note.
- b) Self Authenticated Copy of Guarantee / Warranty Certificate (if applicable).
- c) Any other document specified in the supply order.
- d) Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.

CENVAT credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped Excise cum Tax Invoice (in case of outright purchase only i.e. not for rental) showing the amount of excise duty, education cess and secondary & higher education cess at applicable rates separately is required to be submitted . The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002 & subsequent amendments if any:

for e.g

- a) Registration no. of the Supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings
- f) Time and date of removal.
- g) Mode of Transport.



- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and value of goods, and duty payable thereon.

In addition to the above the following documents are to be submitted as per terms of the supply order **to the consignee.**

**a. In case of indigenously manufactured goods.**

- i. One copy of the bill / Excise-Cum-Tax Invoice in case of outright purchase only i.e. not for rental.
- ii. Challan.
- iii. Packing list in original giving details of bill of materials.
- iv. Consignment note / RR/ PWB in original.
- v. Warranty / Guarantee certificate and fitment certificate (wherever applicable) in original.
- vi. Manufacturers test certificate in original (wherever applicable) as per supply order terms.
- vii. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- viii. Certificate from the auditor of the supplier certifying that excise duty has been paid as per prevailing excise rule, and Refund / Credit, if any obtained shall be passed on to the buyer (wherever excise duty is applicable).
- ix. Any other document specified in the supply order.

14. It is incumbent upon supplier/contractor to avoid litigation and dispute during the contract period. However if such dispute takes place between the supplier/contractor and the department, efforts shall be made first to settle the dispute at the company (CCL) level. The Supplier/contractor should make request in writing to the Engineer-In-Charge for settlement of disputes/claim within 30 days of arising of the cause of disputes/claims, failing which no disputes/claims of the supplier/contractor shall be entertained by the company (CCL). Efforts shall be made to resolve the dispute in two stages:-

- I. In first stage dispute shall be referred to GM (Systems)/HOD. If the differences still persist the dispute shall be referred to a committee by CCL. The committee shall have one member of the rank of Directors of the Company, who shall be Chairman of the Committee.
- II. If differences still persist, the settlement of the dispute shall be resolved in the following manner:  
In case of Public Sector/ Government Department, disputes shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.



ANNEXURE - I

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

Messers \_\_\_\_\_, a company having its office at \_\_\_\_\_ (hereinafter, called the seller) has entered into a contract No. \_\_\_\_\_ dated. .... ( hereinafter called the said contract) with Central coalfields Limited (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said Contract.

1. It has been agreed that hundred percent (100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. \_\_\_\_\_ equivalent to 10% value of the stores/materials supplied 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 Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract.

The \_\_\_\_\_ Bank having its office at \_\_\_\_\_ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee with out 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 and 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 the Purchaser 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 it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ (date to be given) \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the Bank within \_\_\_\_\_ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, \_\_\_\_\_ 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 performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the 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 of 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 seller 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 Rs. \_\_\_\_\_ (specify the amount) or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

5. We, \_\_\_\_\_ Bank Limited, 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.

Dated \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ Bank Limited

Signature of the authorized person

For and on behalf of the Bank

Dated \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ Bank Limited.

Signature of the authorized person

For and on behalf of the Bank

Annexure-II

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between , on one hand, Central Coalfields Limited acting through Shri ..... , Designation of the officer, Ministry/ Department , Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER /Seller" which expression shall man and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposed to procure (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/ Public company/ Government Undertaking/ Partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing in the name of Central Coalfields Limited, having its Hqrs. at Ranchi, Jharkhand.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.



Then parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER:**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER, which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post – contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.



3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDEs shall disclose their foreign principals or associates.

3.4\* BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the Officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's 'exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)** : Not Applicable

#### **6. Sanctions for Violations:**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.



- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance Bank guarantee and performance bond warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.



6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purpose of this Pact.

7. **Fall Clause:**

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or sub-systems 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 BIDDER 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 BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors:**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the Project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The

Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub contractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudiced to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity:**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case, the BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



13. The parties hereby sign this Integrity Pact at ----- on -----

BUYER

BIDDER

Name of the Officer

Signature with Seal

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

All other terms and Conditions will be as per the CCL General T&C applicable in all the procurement cases.

**BOM FOR CCL HQ AND 11 AREA OFFICES OF CCL, JHARKHAND FOR 5 (YEARS)**

S. No	Deliverables/ Services	Qty	Unit Price without Tax (in Rupees)	Total Price without Tax (in Rupees)	TAX @	TAX AMOUNT	Total Price With TAX
1	Servers	4	21,21,600	84,86,400	5%	4,24,320	89,10,720
2	Common Console for Servers Management	2	2,32,839	4,65,679	5%	23,284	4,88,963
3	Common SAN disk Storage with Sync & Async Replication (QUANTITY IS 2 NOS)	1	42,43,200	42,43,200	5%	2,12,160	44,55,360
4	SAN Switches (QUANTITY IS 4 NOS)						
5	External Tape Library with Backup Server	2	12,02,500	24,05,000	5%	1,20,250	25,25,250
5A	Backup Software for Tape Library	2	9,75,000	19,50,000	15 + 5%	3,90,000	23,40,000
6	10 KVA UPS With 3 Hour Battery Backup	1	5,91,396	5,91,396	5%	29,570	6,20,966
7	Misc Items Ethernet Switches, Fiber Optic Cable, Optics Module etc.	1	6,65,255	6,65,255	5%	33,263	6,98,518
8	42U Rack	2	66,525	1,33,050	5%	6,653	1,39,703
9	Installation, Integration and Warranty Services for Standard Period of 3 (THREE) Years	1	23,47,960	23,47,960	15%	3,52,194	27,00,154
10	Additional Two Years Extended Warranty Support	1	52,08,826	52,08,826	15%	7,81,324	59,90,150
11	Comprehensive ONSITE AMC Charges with availability of ECIL Service Engineer for:-						
	Existing Wep Line Printers- 13 Nos.						
	Existing PC - 88 Nos.	5	19,20,000	96,00,000	15%	14,40,000	1,10,40,000
	Existing Network Switches - 14 Nos.						
	Existing 1 KVA UPS - 88 Nos.						
	Existing Laser Printers - 11 Nos.						
	Existing DMP - 11 Nos.						
	<b>TOTAL</b>			<b>3,60,96,767</b>		<b>38,13,017</b>	<b>3,99,09,783</b>

*[Handwritten Signature]*