भा.को.को.लि.



भारत कोकिंग कोल लिमिटेड एक मिनी रत्ना कंपनी (कोल इण्डिया की इकाई) पंजीकृत कार्यालय भवन कोयला :,कोयला नगर,

> धनबाद -826005 CIN: U10101JH1972GOI000918 संविदा प्रबन्धन प्रकोष्ठ

फोन/फैक्स-0326- 2230206 e-mail : cgmcmc@bccl.gov.in

чліक – BCCL/GM(CMC)/WO/E-TENDER /2015/

दिनांक-02.01.2015

SPEED POST / FAX MESSAGE FAX NO. 01204746810

स्रेवा में,

M/S C1 India Pvt. Ltd. C-104, Sector-2, Noida (UP) 201301 email - nitin. chitkaza @ Clindia . com

Sub: Work Order for the work "Selection & Appointment of Service Providers for Electronic Tendering with or without Electronic Reverse auction as per Scope of work detailed in the NIT document for CMC Department, BCCL for "Hiring of HEMM", "Loading & Transportation of Coal and Sand with allied works" and "miscellaneous contracts" except Global Tendering contracts at BCCL."

प्रसंग-

1. NIT No.: BCCL/GM (CMC)/ F-e-tender-SP /2013/ 1714 Date: 11.12.2013

2. LOA No.: BCCL/GM(CMC)/LOA/E-TENDER /2014/4059-72 Date: 28.11.2014

महाशय,

With reference to the above, Competent Authority has approved award of work "Selection & Appointment of Service Providers for Electronic Tendering with or without Electronic Reverse auction as per Scope of work detailed in the NIT document for CMC Department, BCCL for "Hiring of HEMM", "Loading & Transportation of Coal and Sand with allied works" and "miscellaneous contracts" except Global Tendering contracts at BCCL" in your favour at your quoted rate i.e. 0.056% (zero point zero five six percent) (excluding service tax) of contract value finalized and awarded by BCCL through e-tendering.

Approval of award of above mentioned work in your favour was communicated to you vide LOA No.: BCCL/GM(CMC)/LOA/E-TENDER /2014/4059-72 date: 28.11.2014.

Further you have furnished your consent by signing and submitting the second copy of above mentioned LOA as a token of acceptance of the award.

Rate quoted by you is inclusive of all Taxes, Levies, duties, fees, License fees and cost of issue of digital signature certificates to authorized BCCL Officials, training of BCCL Officials & bidders, customization of BCCL Tender Documents for various works and incorporation of amendments, establishment of "Help Desk" at CMC, BCCL, "customer services" from centrally located places etc and all other services which may be required by BCCL as per NIT, except Service Tax applicable.

The amount of Service Tax liability shall be borne by the company in accordance and in compliance with the relevant provisions of law as enacted from time to time by the Central Govt., in respect of the nature and type of service, service provider, point of taxation rules etc.

The award value excluding Service Tax for this work is Rs. 1,56,80,000/- (One crore fifty six lakhs eighty thousand) only.

The period of contract will be 24 (twenty four) months subject to clause no. 3.11, Section – I of tender document.

Security Deposit: As per stipulation of clause no. 9, section III of tender document, the amount of Security Deposit (SD) shall be equivalent to 10% of the annualized value of the awarded contract (excluding service tax) i.e. Rs. 7,84,000/- only. The Security Deposit shall be in the form of irrevocable Bank Guarantee from any Scheduled Bank payable at its branches at Dhanbad / Kolkata with validity for a period of one year or 90 (ninety days) beyond the period of contract whichever is more.

Bank Guarantee No. FSBG/2014/187 date 13.12.2014 of Corporation Bank, M-3-4, GK – II branch, New Delhi amounting to Rs. 7,84,000/- with validity up to 12.12.2017 has been submitted by you as Security Deposit (SD).

The Earnest Money deposited by you shall be refunded after acceptance of BG submitted in lieu of Security Deposit.

As per terms of NIT and LOA issued, you are to make all necessary arrangements so that the work can be commenced as per schedule mentioned in NIT / LOA.

You will intimate BCCL in writing the date from which you will be fully ready to undertake the work in totality.

The above mentioned work is being awarded to you on terms and conditions of NIT / Tender Document.

You will have to ensure compliance of all technical parameters as stipulated in NIT / Tender Document and all relevant circulars / guidelines / direction of the CVC issued from time to time, including Circular no. 01/01/12 dated 12.01.2012 in respect of e-tendering.

You shall abide by all rules, regulations and guidelines under Indian I T Act 2000 with all subsequent relevant amendments and shall indemnify BCCL against any claim of Statutory Authority to this effect.

If required you shall make suitable changes in the system to comply with any further direction from Govt. of India or CVC or BCCL during the period till finalization of tenders floated during contract.

Further you have to fulfill the following before execution of Contract Agreement:

- To get the offered two software products, one for e-tendering and the other for e-reverse auction, integrated into a single package customized for Bharat Coking Coal Limited (BCCL) for simultaneously conducting e-tendering with or without e-reverse auction.
- To get the said integrated software duly audited by STQC within two months and will submit, at the earliest, the STQC Certificate along with Audit Report(s) which clearly indicate that the software tested complies with the CVC guidelines and provisions of the Information Technology Act 2000 read with all subsequent amendments and that it is suitable for simultaneously conducting e-tendering with or without e-reverse auction and ensures that the quotes from the various bidders with their name are not being displayed to anyone including to the organization carrying out e-reverse auctioning process.

You shall not disclose or rent or lend to any third party, any information, data and record whether in electronic form or any other form, related to providing the service for e-tendering to BCCL. This will include all back-end data captured by the web server related to the visitors to the site including time logs, audit trails and footprints caused by the incoming traffic into web server.

All other terms & conditions will be applicable as per provision of NIT / Tender Document.

You have to submit Non Judicial Stamp Papers having value of Rs. 10,000/- X 2 nos. at the time of execution of the agreement.

Any dispute or difference arising out of or in respect of the contract will be subject to the jurisdiction of Dhanbad Court only.

धन्यवाद I

भवदीय

विभागाध्यक्ष (स.प्रे.प्र.) / यु. जी. एंड ट्रांस्पोर्ट

Distribution:

- 1. D(T)OP / D(T)P&P / D(F) / D(P) / CVO: BCCL, Koyla Bhawan.
- 2. Sri Naresh Chaturvedi, IAS, (Retd.), CL-14, Sector- II, Salt Lake, Kolkata-700091.
- 3. GM(Co-ordn) / GM (CMC) HEMM & Others /GM(F)I/C / GM (E&M) I/C / GM(System), BCCL
- 4. Sr. Mgr. (Sectl) to CMD for kind information of CMD.
- 5. Sri R.K. Choubey, Sr.DEO / Sri B N Banerjee, Jr. DEO, CMC Deptt. For up loading this Work Order in BCCL web site.