सेंट्रल कोलफिल्डस 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://centralcoalfields.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://centralcoalfields.in

A Miniratna Company

Ref. no. : CCL/ Systems/Coalnet/2016-17/763/D

Date : 23/12/2016
By Regd. Post / email

WORK ORDER

To,

M/s Protex Computers Private Limited
P-148/A, CIT Road, Scheme-VI M
Kolkata – 700 054
Phone : 033-23209544
Email : alok@protexcomputer.com

Subject : To provide Maintenance support for existing customized ERP named CoalNet Application Software at Central Coalfield Limited for three years.

Ref. : (i) CCL Tender Ref No : CCL/Sys/Tender Notice/ 2016-17/002 dated 03.08.2016 opened on 26.08.2016. (Tender ID : 2016_CCL_44707_1)

(ii) Your online offer through the portal of www.coalindiatenders.nic.in against the subject tender. Your Bid ID : 125109.

Dear Sir,

With reference to the above, we for & on behalf of CCL hereby place WORK ORDER on you for the subject work for total value of Rs 3,96,46,554.01 (Rupees three crores ninety six lakhs forty six thousands five hundred fifty four and one paisa only) with reference to Annexure-V(A), V(B), VI & VII and subject to terms & conditions of NIT / Tender document as under :

1. **Security Deposit:**
(i) Security Deposit shall consist of two parts:
   a) Performance Security to be submitted at award of work and
   b) Retention Money to be recovered from running bills.
The security deposit shall bear no interest.

(ii) Performance Security should be 5% of contract amount i.e. Rs. 19,82,327.70 (Rupees nineteen lakhs eighty two thousands three hundred twenty seven and seventeen paise only) and should be submitted within 28 days of issuance of this Work Order by you in any of the form given below :

• a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at Ranchi or branch at Ranchi.
• Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

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• Demand Draft drawn in favour of Central Coalfields Ltd on any Scheduled Bank payable at its branch at Ranchi. The Earnest Money/ Bid Security deposited shall be discharged when you have signed the Agreement and furnished the required Performance Security/ 1st part of security deposit. The bid security deposited online may be adjusted against the Performance security (1st part of security deposit) at your option.

If performance security is provided by you in the form of bank guarantee it shall be issued either –

    (a) at your option by a Scheduled Bank , or

    (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of ninety days beyond the period of contract /extended contract period (if any).

Failure by your side to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money. In addition to the above penal measures, you will not be allowed to participate in the re-tendering process. You may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

(iii) 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate **(Taking over certificate with a list of defects).**

(iv) Retention Money:-All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit. Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 5 lakhs subject to the condition that amount **of any Bank Guarantee except last one, shall not be less than Rs. 5 lakhs.**
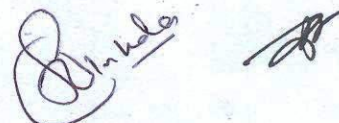
However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Cl. No. 1.(ii)**.**

(v) Retention Money should be refunded after issue of No Defect Certificate.

(vi) The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

(vi) REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract. On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the GM(Systems) / HOD(Systems), one half of the security deposit remaining with the company (Performance Security) shall be refunded.

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the GM(Systems) / HOD(Systems) subject to the following conditions:-

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The successful bidder will be responsible for extensive support in migration of data from existing CoalNet Software in the format supplied by new ERP implementer in case of implementation of new ERP during the contract period. Therefore in case of ERP implementation, the bidder will have to provide all necessary support as per instruction & requirement of data migration given by GM(Systems) / HOD(Systems). Then only the other half (Retention Money) shall be refunded.

2. Duration of Contract:-

Three years (36 Months) from commencement of work. Commencement of work will be within 10 days from the date of acceptance of work order.

3. Contract Documents and Miscellaneous Provisions:

The following documents shall constitute the contract documents: -Refer Clause 7.1 of Instruction to Bidders of the NIT.

3.1 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

All additional copies should be certified by the GM (Systems) / HOD(Systems).

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the GM(Systems) / HOD(Systems), his representatives or any other officials authorized by the company for the purpose.

3.2 The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

3.4 The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the GM(Systems) / HOD(Systems) for approval well in advance so as not to impede the progress of work. Such approval of the GM(Systems) / HOD(Systems) will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
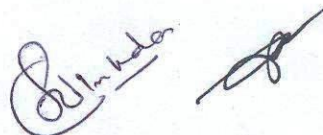
3.5 You should acknowledge the receipt of the Work Order within 10 days of mailing of this Work Order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

4. FIRM PRICE : -

The Price quoted shall be "FIRM" price. In case, against "FIRM" price any variable price is offered such offers shall be rejected without notice.

5. Manpower Requirement:

A. The types of Manpower with qualification and experience required for this project is mentioned below.

(i) Category - I: **Project Manager** should possess minimum B.E. / B.Tech/ MCA degree with minimum 5 (Five) years experience in developing / maintaining online applications for ERP/ IT Projects having 3 tier architecture under ORACLE 9i or above Database

Only 1 (one) Project Manager will be required for CCL. He shall be posted at the CCL HQ. He will be responsible for the entire project at various locations of CCL or its Areas for 36 months.

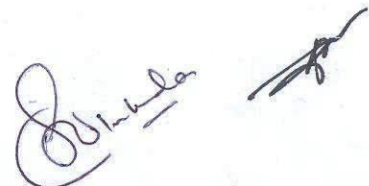**The Project Manager's responsibilities include:**

1. Optimum performance of Oracle middle tier / Web-logic 11g Middleware or higher.

2. Backup of all applications(module wise) and that of the databases including their restoration, if required.

3. Re installation / reconfiguration of CoalNet Application software (if required) for smooth and optimal operation across CCL.

4. Arranging demonstration of CoalNet module to the concern users.

5. Arrangement of training for system personnel and users.

6. Preparation and planning for Gap analysis and plan for customization / new development as per requirement.

7. Proper documentation of all applications and their respective changes in an organized manner with a view to provide the same during system auditing or for any other purpose. Improvement of existing User and System Manuals of different modules and incorporate all the changes made in between for further references.

8. Overall co-ordination with all concerned for smooth operation of CoalNet across CCL.

9. Implementation of new changes in the application software for Coalnet modules as and when new business rules and deployment, logic processes, taxes etc. come into effect.

(ii) Category –II : **DataBase Administrator (DBA)** should possess minimum B.E. / B.Tech / MCA degree with minimum 3 (Three) years experience in RDBMS (Relational Data Base Management System) &Web Logic server implementation and operation under Oracle 9i or above. The DBA should be Oracle Certified Professional (OCP) in Database administration. He shall have experience in Creation, Alteration and Performance Tuning of Oracle database.

Only 1 (one) Database Administrator will be required for CCL. He shall be posted at the CCL HQ. He will be responsible for the Database at HQ Computer Centre as well as Databases at all Area/Regional Computer Centres under CCL for 36 months.

The DBA's responsibilities include:

1. Creation, Alteration and Tuning of ORACLE DATABASE for optimal performance.

2. Creation of Users, Role and access rights.

3. Configuration of Real Application Clusters(RAC) under ORACLE 12c or higher Database or any available version of Oracle database.

4. Configuration of Active Data Guard tool between HQ DB and AREA DBs.

5. Configuration of partitioning of Oracle DB for performance enhancement.

6. Daily/periodic database backup (HOT, COLD, incremental, physical ,logical) as decided by GM(systems).

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7. Oracle database and weblogic full as well as incremental backup as and when required for future restoration. The periodicity of backup will be decided by GM(Systems) / HOD(Systems).

8. Data restoration (table wise, user wise, schema wise and entire database wise) at any given point of time.

9. Responsible to maintain database health, performance and security.

10. Debugging and fixing problems arising in the running application.

(iii) Category - III: **Programmer/ Engineer** should possess minimum B.E./B.Tech/ MCA degree with minimum 1 (One) year experience in 3 tier application development under Oracle(preferably 11g and above) RAC and Web Logic 11g(or above) Middleware environment. They should be capable to understand existing scripts, pages, forms & reports etc. which are being used in CoalNet. Also they should be able to develop & implement new scripts/ pages/ reports for CoalNet ERP, as per the requirement of the company, to work under the existing environment. The programmers/ engineers will be responsible to develop/ write new codes/ pages/ scripts in addition to modify & maintain existing codes/ pages/ scripts for CoalNet ERP, for Web interfacing etc., with due consideration for their Browser independent operation with version compatibility & also considering their compilation in new available version of JAVA/ JSP. The team of programmers / engineers should be capable to work in JAVA , JSP, Java Script, Oracle Reports, IDS and developing Web interfacing software.

At present number of Category-III Programmers/Engineers required at CCL and its command Areas/ Locations will be **22 (Twenty Two)** or more/less for 36 months. They will be posted at various locations of CCL / Areas as per requirement [Refer Annexure-VA, Annexure-VB].

   The Programmer's responsibilities include:
   1. Processes and flow of the module/modules on which he will work.
   2. Provide maintenance and support for CoalNet software(including development/ customization wherever necessary).
   3. Provide necessary training to different level of users.

B. The Project Manager, Database Administrator and the Programmers/Engineers will be your whole time employees.
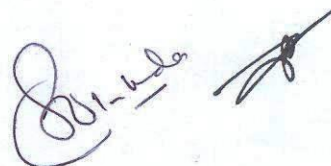
C. You should provide suitable manpower (as per NIT) of the respective category on account of resignation, leave etc. WITHOUT FAIL.

D. List of the personnel with qualifications and relevant experience as mentioned above in clause: 5A(i), 5A(ii), 5A(iii) to be posted at various locations of CCL and its AREAs are to be furnished by you before commencement of the contract.

E. CCL shall have right to increase or decrease in manpower (after obtaining Competent approval) as per requirement during the contract period at a short notice from committed manpower/ Additional manpower. In such case payment shall be made on pro-rata basis.

F. In case the CCL is not satisfied with the performance of the manpower deployed, you shall have to replace such manpower at a short notice of one month.

G. All the persons deployed for execution of the contract shall mark their attendance daily at the attendance register to be kept at respective reporting point.

6. Scope of Work:

To provide Maintenance and support for an existing ERP like application, named 'COALNET', during the full period of contract in addition to necessary modification / customization as well as development and implementation of new modules for CoalNet package and for web-interfacing, as per requirement of the Company.

At present the package is running on Oracle 12c Database and Oracle Web Logic Fusion Middleware using JAVA, JSP, JavaScript, Report server(IDS) at Middle tier and Internet Browser at front end. There are servers at CCL HQ and at CCL areas. All working points/ users are connected with the servers either through high speed LAN or through WAN using MPLS VPN/ Radio Links/VSAT/OFC. All the area servers are connected with HQ server as DR site or vice versa through Data Guard.

During Migration to new System (new hardware architecture and OS), if required in future but within the tenure of this contract period, it will be your responsibility to port the existing application and database to the new system along with all necessary changes as will be required for effective operation and performance of the application.

The job includes the deployment / posting of qualified and experienced personnel at different sites as per the requirement of this Project. Details of the works, to be performed by the personnel deputed by you are mentioned in the Details of Work as follows.

7. A. Details of Work:

i) Customization, Implementation, Maintenance & future upgradation as per business needs of various modules of CoalNet Application package at CCL HQ and at its different area offices over WAN on 'as-is-where-is-basis'. The job includes maintenance of existing modules of CoalNet Application Software, re-structuring of existing functional modules for further improvement and development of new modules as per the requirement of the user with due regard to e-governance aspects. The name of the present running modules in CoalNet Application are 'Payroll module', 'Personnel Information System module', 'Financial Information System module', 'Materials Management Systems Module', 'Sales and Marketing Module', 'Production Module', 'Equipment Module', 'Admin Module' etc.

The job includes customization, maintenance & implementation of various modules of CoalNet Software Application packages viz. Finance, Payroll, Online Materials Management System, henceforth referred as MMS, Sales & Marketing, henceforth referred as S&M, Production Information Monitoring, henceforth referred as PIM, Personnel Information System, henceforth referred to as PIS, as per current business requirement of company.

ii) Implementation of new changes in the application software for above modules as and when any new business rules and deployment, logic processes, taxes etc. comes into effect.

iii) Development of new pages& reports, Oracle packages/procedure/functions/scripts of various modules as needed from time to time required by respective GM (Systems)/ HOD(Systems) of CCL HQ or his representative.

iv) Administration & Scheduling of backup of Databases and Application Softwares and restoring the same as and when required .

v) Necessary modification to make the package or any module compatible with the newer version of Oracle Systems(database and/or middle tier Application Server) and to make the package operable on latest version of Java/JSP using latest version of all types of Internet Browser.

vi) Necessary changes or rewriting the code, if required, for ensuring compatibility of CoalNet package with current available version of JAVA and JSP, with downward compatibility, without affecting continuity of operation.

vii) Operation of "COALNET" on all types of browsers, irrespective of their types and versions. All necessary changes as will be required to ensure the software as "browser independent", without affecting present input entry forms/ screens and output results/ reports. Also such changes should not affect present& archived information of the database.

viii) It will be responsibility of the successful bidder to port the existing Application to the new system, if 'hardware architecture and OS' be changed during the tenure of this contract, along with all necessary changes as will be required for effective operation and performance of the Application.

ix) Development of interfacing software for interfacing between existing web-server and mail server with CoalNet application as per requirement.

x) Installation, reconfiguration & restoration of the Oracle Database 12c or higher and Oracle Application software/weblogic 11g or higher fusion middleware on existing/new H/W layout and same or higher version of Oracle S/W as and when required for smooth operation of Coalnet application software.

xi) Tuning the database for Optimal Performance on new or existing H/W layout over WAN.

xii) Module Version Control of CoalNet Application Software.

xiii) Debugging & fixing of problems arising in the running applications.

xiv) Documentation of CoalNet Application and their respective changes in organized manner with a view to provide the same during System auditing or during any other requirement.

xv) Hand holding/ training to the end-users and systems personnel.

xvi) You will be responsible for extensive support in migration of data from existing CoalNet Software in the format supplied by new ERP implementer in case of implementation of new ERP during the contract period.
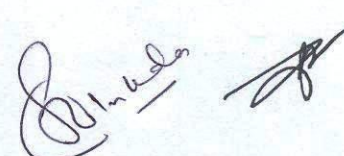
B. DETAIL ROLES & RESPONSIBILITIES

a) It is your prime role and responsibility to perform all the works as detailed in the section 7.A above under "Details of work". If the works/ roles/responsibilities/ duties of the bidder, described at different places in this document, differ in their activities/ meaning then the combination will be considered as the works/ roles/ responsibilities/ duties of the successful bidder.

b) You shall customize & maintain the Application as per clause: 7A (Details of work) at locations/sites as per Annexure-VB, so as to ensure its effective day to day operational usage along with central access at CCL HQ over WAN across CCL. The job includes support maintenance to the Application related modules at CCL and various locations/sites as per Annexure-VA & Annexure VB.

(b) Any Addition, Deletion, Modifications of fields/structure in transient Tables and required changes in business logic as per the changes in current business scenario have to be within the purview of the support maintenance contract for smooth operations of the Application modules for day to day basis.

(c) Considering the volume of investment in the project, if GM (Systems)/HOD(Systems) CCL desires, you may undertake the maintenance of modules which are implemented earlier but not in running condition now. In such case, GM (Systems)/HOD(Systems) CCL or his representative, will assess the reallocation of manpower to the new module from among the existing manpower. GM(Systems)/ HOD(Systems) CCL will be competent authority to decide regarding such cases during the tenure of this agreement.

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(d) You shall debug and fix the operational problems, perform error handling while running the Application by users at Sites.

(e) You shall generate additional reports and modify existing reports & queries, as per user's requirement.

(f) You shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation. The successful bidder shall impart on-job training to the concerned Module Managers (CCL's Systems Personnel) for any updates/ development in the CoalNet Application Software package.

(g) You shall depute one Database Administrator at CCL HQ for RDBMS (Relational Data Base Management System) & AS (Application Server) installation and its backup, restoration & smooth running of the Application modules. The engineer posted at CCL HQ will cover all the locations under it.

(h) Project Management: You shall depute one Project Manager at CCL HQ. You shall depute required qualified and experienced SOFTWARE team to work under the Project Manager. Similarly Customer shall identify Project Manager for his side separately. The responsibility of the Project Manager of either side is to review the ongoing and uniform operation of the Application at Sites and to permit SOFTWARE changes subject to written approval of GM(Systems)/ HOD(Systems) and to record all relevant MIS data related for smooth operation of the Application at Sites. Status of the project shall be reviewed by GM (Systems)/HOD(Systems) CCL once a month with respective Project Manager of either side and shall be recorded.

(i) All the engineers deputed by you shall be posted at CCL HQ & site offices depending upon requirement and their attendance will be kept at the individual reporting place.

(j) You will try to identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission.

(k) Any Interface Software routines by which data is populated from other System to this Application Software or vice-versa, you shall provide the support maintenance to the Interface Software.

(l) You shall document all the changes incorporated in the application software and also improve the documentation of existing user/ system reference manuals of different modules wherever it is necessary and possible.

(m) You and your manpower deployed and involved in support maintenance of the Application System shall maintain confidentiality of data, logic or any other matters related to the Company on their part.

(n) You have to depute the support engineers in one month advance to the start of maintenance contract to study and smooth transaction of the running module of CoalNet packaged software. However, for this one month period, CCL will not be liable for any payment raised by you.

8. Other Terms and Conditions:

i. The requirement of number and category of SOFTWARE persons to be deployed in CCL HQ & site offices for the support maintenance will be decided as per Annexure VA and Annexure VB. This number of modules, number of locations and deployment of manpower is however not permanent and may change as per business requirement and company policies. New locations may come up and new modules maybe created. Existing locations and modules maybe scraped. In all these cases GM(Systems) / HOD(Systems) may redeploy the manpower between different locations or different modules as per any change in business requirement.

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ii. In case of any increase / decrease in workload of any module or any location, GM(Systems) / HOD(Systems) will be the deciding authority when and where to shift the existing manpower.

iii. The need for additional SOFTWARE persons, if desired by the GM (Systems)/ HOD(Systems) CCL, in subsequent time during the 36(Thirty Six) months period will be conveyed to you and you will be obliged to provide such increase in manpower. The payment for such new software persons will be on pro-rata basis.

iv. Reduction of SOFTWARE persons is generally not envisaged during the 36 (Thirty Six) month period. Should there be any pressing circumstances towards reduction of SOFTWARE manpower strength deployed at any Site location or any module, such decision shall be taken by GM(Systems) / HOD(Systems). You will be given 1(one) month notice to abide by the decision of GM(Systems) / HOD(Systems). Central Coalfields Limited will not be liable to pay for the manpower which has been declared as redundant.

v. You shall have the right to take assistance/professional inputs from your Technology Associates/ Business Partners maintaining its overall accountability to the Customer. You may be required to depute qualified manpower with specific domain knowledge under a short notice and with small lead time, for which you will have the right to hire appropriate manpower and seek other assistance from your Technology Associates/ Business Partners. However, you will be solely responsible to the GM(Systems) / HOD(Systems) for the contractual obligations in all respects.

vi. You and/or your Technology Associates shall undertake the support maintenance. However If CCL HQ and at its different areas arranges to perform support maintenance or effect modifications to the Application through other person/agency without prior consent from you and/or your Technology Associates, then you shall be discharged of its obligations under the agreement.

vii. You shall make your own arrangements for accommodation / transportation of your men and materials to the work's site/location at your own cost. However, CCL HQ and its different areas may provide accommodation, if available, to your resident Project Manager, Database Administrator and Programmer/ support maintenance engineers as per normal rules /charges existing at that point of time.

viii. To address the 'module non functioning issue', you may reallocate support engineer from nearby location with due permission of GM (Systems)/HOD(Systems) CCL.

9. **Maintenance Service Availability:**
   You shall have to provide maintenance support for the said Application round the clock 24x7, on all days including weekly off and holidays. Maintenance support rendered during period shall be charged as specified in clause 10, 11 & 13.

10. **Customization & Support Maintenance Charges:**
   i) CCL shall be liable to pay the charges for category-III, as per rate mentioned in BOQ per month (considering all sites of the Company together) plus Service Taxes & Educational Cess or any other tax as applicable for the maintenance support to the Coalnet Application rendered by you as per Annexure-VA & VB during the contract period .

   ii) CCL shall be liable to pay the support charges for category-II, DBA, as per rate mentioned in BOQ per month plus Service Taxes & Educational Cessor any other tax as applicable during the principal period for the contract period.

   iii) CCL shall be liable to pay the support charges for category-I, Project Manager, as per rate mentioned in BOQ per month plus Service Taxes & Educational Cess as applicable during the principal period for the contract period.

iv) CCL shall be liable for payment of Service Tax, Educational Cess or any other statutory taxes, duties and levies imposed by the Central and/or State Government and/or Local Bodies and as applicable from time to time on such maintenance support as arise from the implementation of this work.

v) If any Taxes, Duties are decided as payable with retrospective date by any statutory authority and if the same are paid by you, CCL shall reimburse the same to you.

11. Payment Terms:

i) Payment shall be made by CCL on monthly basis at the first week of the next month, with effect from the date of commencement of work by you. All the payments shall be made through electronic mode.

ii) Payment shall be made on monthly basis against bill in triplicate and based on previous month's performance certificate as per ANNEXURE-VI duly signed by GM (Systems)/HOD(Systems) CCL which will be enclosed along with the bill as per BOQ, after deducting penalty, if applicable as per clause no. 13. GM(Systems)/ HOD(Systems) CCL will be the performance certifying authority.

iii) Payment of the concluding month bill of the maintenance support charges will be released only after submission of the certificate from the concerned module managers for getting complete hand-over charge of the supported Application software along with relevant manuals and materials.

iv) All charges specified in the agreement shall be billed by you and such charges shall be payable by CCL within 21 days from the date of receipt of the bills subject to acceptance of performance certificate as per ANNEXURE-VI duly signed by GM (Systems)/HOD(Systems) & deducting penalty (if any) .

v) The element of Service Tax or any other statutory tax as applicable should be specifically mentioned by you in your quote/ bills, etc.

The bill/ invoice raised on monthly basis should contain all the information as required under Rule: 4A of Service Tax rule, 1994. The invoices/ bills should be serially numbered and must contain the following information:

(a) The name, address and the registration number of M/s Protex Computers Private Limited.
(b) The name and address of the Service Receiver i.e. CCL.
(c) Description, Classification and value of taxable service to be provided.
(d) The Service Tax payable thereon.

vii) Tax Deduction at Source (TDS): TDS shall be applicable under relevant provisions of Income Tax Act, 1961.

ix) Disputes regarding payment if any shall be resolved during monthly meeting between CCL and you.
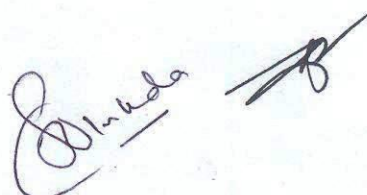
12. Paying Authority:

The paying authority is General Manager (Finance), CCL (HQ), Darbhanga House, Ranchi.

13. Penalty:

a. **For Maintenance support of CoalNet Application Software:**
In case any module at a location does not function for more than (04) four working hours, the event will be called as downtime. The availability will be calculated deducting downtime as detailed in **Annexure-VI Part-A.** This availability of the CoalNet Application Software in terms of uptime will be considered as **"Availability-A".**

b. **For Manpower Availability :**

If you fail to provide manpower of specified category as mentioned in the scope of work during working days in a month, then it will be considered as Non availability of Man-days as discussed in **Annexure-VI Part-B.** This availability of the Manpower in terms of Man-days will be considered as **"Availability-B".**

c. **TOTAL AVAILABILITY:**
The total availability of the Project, including Maintenance support of CoalNet Application Software & Manpower Availability will be average of both **"Availability-A"** & **"Availability B".** This will give the **TOTAL AVAILABILITY OF THE PROJECT.**

d. In case availability of Project falls below 99%, the monthly maintenance 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 monthly maintenance charge will be payable for availability below 80%.

e. If the availability goes below 80% continuously for 3 months, an amount equal to monthly maintenance charge will be deducted as penalty in 4th month from your Performance Security.

f. If the availability still goes below 80% in 4th, 5th & 6th month, the deduction of an amount equal to monthly maintenance charge from your Performance Security as penalty will continue till 6th month.

g. Again if the availability further goes below 80% in 7th month, CCL is free to forfeit your remaining Performance Security and the maintenance contract may be terminated.

h. **No bonus or additional sums shall be payable if the availability is more than 99%.**

i. It shall be your responsibility to make necessary adjustments and / or to keep the systems in good working condition.

14. Price Certificate:
You will have to submit a price certificate in all your invoices in the following format.

"It is certified that the prices indicated in this invoice is not higher than the price charged to other Govt. organization / Public sector undertaking / Private organizations."

15. Price Fall clause:
The prices offered for the works/items under this contract by you shall in no event exceed the lowest price at which you provide such maintenance support or offer to provide maintenance support of identical description to any other organization during the period of contract.

If at any time, during the contract period, you reduce the price of such maintenance support or offer to provide such maintenance support to any other organization at price lower than the price chargeable under this contract, you shall forthwith notify to General Manager (Systems)/HOD(Systems) of CCL, and the price payable under this contract for maintenance support provided after the date of coming into force of such reduction, shall stand correspondingly reduced.

16. Risk Purchase Clause:
In the event of your failure to provide maintenance support under this contract within the stipulated date/period of the order, or in the event of breach of any of the terms and conditions mentioned in the order, CCL shall have the right to procure such maintenance support from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other contracts pending in CCL.

17. Termination of Contract:

CCL has the right to foreclose the contract in the event of successful implementation of any ERP package in CCL as decided by CIL. For further details refer to Clause No. 10 "Terminations, Cancellations, Suspension and Foreclosure of Contract" of GENERAL TERMS AND CONDITIONS (CONDITIONS OF CONTRACT) of the NIT.

18. LIMITATION OF LIABILITY:-

a. Notwithstanding anything to the Contrary in the Agreement or any other document, the Aggregate liability of the vendor for any damage shall be limited to the Contract Price.

b. In no event, neither party shall be liable to the other party for any indirect, special, Punitive, consequential or incidental damages including without limitation, loss of revenue, Profits, business, goodwill, anticipated savings or data or third party claims.

c. NO Director or official or employee of Owner or Vendor shall in any way be personally Bound or liable for the acts or obligations of the Owner or Vendor under the Agreement or Answerable for any default or omission in the observance or performance of the acts, Matters or things which are herein contained.

d. The Vendor shall not be entitled to any increase on the scheduled rates or any other rights or Claims whatsoever by reason of any representation, explanation, statement or alleged Understanding, promise or guarantees given or to have been given to him by any person.

19. Settlement of Disputes

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the GM(Systems) / HOD(Systems) for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages
In first stage dispute shall be referred to Area **GM or GM/HoD(Systems)**. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.
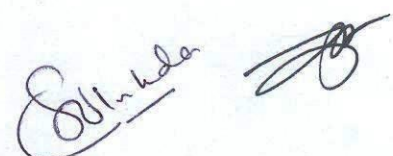
If differences still persist, the settlement of the dispute shall be resolved in the following manner:
Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

20. EMD Refund:-

The Earnest Money/ Bid Security deposited shall be discharged when you have signed the Agreement and furnished the required Performance Security/ 1st part of security deposit. The bid security deposited online may be adjusted against the Performance security (1st part of security deposit) at your option.

21. Integrity Pact:

Name, address and contact Number of the Independent External Monitor nominated for this tender:-

Sl. No.	Name	Address	Email Id
1.	Shri Chaman Kumar	Bunglow No. 80, New Moti Bagh New Delhi – 110023	chaman.kumar51@gmail.com

22. SAFETY CODE

a. All necessary personal safety equipment as considered adequate by the GM (Systems)/HOD (Systems) should be kept available by you for the use of the person employed on the site and maintained in a condition suitable for immediate use, and you should take adequate steps to ensure proper use of infrastructure by those concerned.

b. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

c. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by you shall be open to inspection by the Labour Officer or Engineer-in-Charge of the Systems department or their representatives.

d. Notwithstanding the above clauses from (a) to (c), there is nothing in these to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India.

23. Foreclosure of contract:

CCL has the right to foreclose the contract in the event of successful implementation of any ERP package or any other software solution in CCL as decided by CIL.

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its GM(Systems) / HOD(Systems), shall give notice in writing to that effect to you and you shall act accordingly in the matter. In the event of abandonment, the you shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

a) to pay reasonable amount assessed and certified by the GM(Systems) / HOD(Systems) of the expenditure incurred, if any, by you on preliminary works.

b) to pay you at the contract rates full amount for works executed and measured at site upto the date of such abandonment.

You shall, if required by the GM(Systems) / HOD(Systems), furnish to him books of accounts, papers, relevant documents as may be necessary to enable the GM(Systems) / HOD(Systems) to assess the amounts payable in terms of above **clause23(a)**. You shall not have any claim for compensation for abandonment of the work, other than those as specified above.
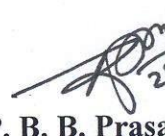
24. Order Acceptance:

Two copies of work order are being issued. One copy of the Order may please be returned duly stamped and signed within ten days from the Date of Work Order as a token of acknowledgment and acceptance of work.

Yours faithfully,
For and on behalf of Central Coalfields Limited

23/02/2016

(S.N. Talukdar)
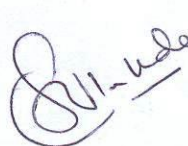**Dy. General Manager(Software solution & support)**

23/12/2016

(P. B. B. Prasad)
General Manager (Systems)

Copy forwarded to :-
1. CVO, CCL, Racnhi.
2. TS to CMD, CCL HQ, Ranchi
3. TS to Dir(F), CCL HQ, Ranchi
4. TS to Dir(T/O), CCL HQ, Ranchi
5. GM(Civil), CCL HQ, Ranchi
6. GM(Fin.-P&P), CCL HQ, Ranchi
7. GM (Fin.-HQ), CCL HQ, Ranchi
8. DGM(ICT Opern & Plg), CCL HQ, Ranchi
9. DGM(Software Solutions & Support), CCL HQ, Ranchi

This is issued with the approval of competent authority and Revenue Budget Certified for Rs. 44,05,000.00 vide no. CCL/GM(Sys)/16-17/649/N dated 15.12.2016 under Head Coalnet Application & Software Interface .
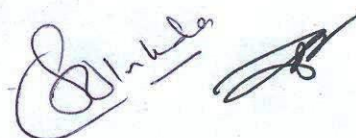
ANNEXURE –V A

MODULEWISE MANPOWER TO BE DEPLOYED AT CCL HQ OFFICE AND ITS 9 NOS. RCC*/ACC*

Name of the Company: CENTRAL COALFIELDS LIMITED

Sl. No.	Name of the Module	CCL HQ			RCC/ACC		
		PM	DBA	Programmer / Engineer	PM	DBA	Programmer / Engineer
1	Payroll	1	1	2	NIL	NIL	12
2	Finance			2			
3	MMS (Stores)			1			
4	Sales			2			
5	PIS			1			
6	Equipment			1			
7	Production			1			

* **PM**– Project Manager
* **DBA**– DatabaseAdministrator
* **RCC** – Regional Computer Center
* **ACC**– Area Computer Center

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ANNEXURE –V B

LOCATIONWISE MANPOWER TO BE DEPLOYED AT CCL HQ OFFICE AND ITS 9 NOS. RCC*/ACC*

Name of the Company: CENTRAL COALFIELDS LIMITED

Sl. No.	Name of the Location	PM*	DBA*	Programmer / Engineer	Serving Area(s) and corresponding Regional Stores and Central Stores
1	CCL HQ	1	1	10	CCL HQ Ranchi
2	RCC Dakra	NIL	NIL	3	North Karanpura Area
					Piparwar Area
					Magadh-Amrapali Area
					Rajhara Area
3	RCC Naisarai	NIL	NIL	2	Barkasayal Area
					Central Units(CS, CWS, CHN and MRS)
4	RCC Jarangdih	NIL	NIL	1	Kathara Area including CCWD
5	ACC Dhori	NIL	NIL	1	Dhori Area
6	ACC B&K	NIL	NIL	1	Bokaro and Kargali Area
7	ACC Charhi	NIL	NIL	1	Hazaribagh Area
8	ACC Kuju	NIL	NIL	1	Kuju Area
9	ACC Argada	NIL	NIL	1	Argada Area
10	ACC Rajrappa	NIL	NIL	1	Rajrappa Area
	Total	**1**	**1**	**22**	

*PM– Project Manager
*DBA– DatabaseAdministrator
*RCC – Regional Computer Center
*ACC– Area Computer Center

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FOR THE MONTH OF _____ Year _____

Date:

This is to certify that _____ has maintained
the COALNET APPLICATION PACKAGE at _____ during the month of
_____ year _____ with following parameters.

A. MAINTENANCE PERFORMANCE CERTIFICATE

Maintenance Availability Calculations
- Project downtime 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

- Availability in % =

$$\frac{(\text{No of Calendar days in the month} \times 24) - (\text{Downtime hours during the month})}{(\text{No of Calendar days in the month} \times 24)} \times 100$$
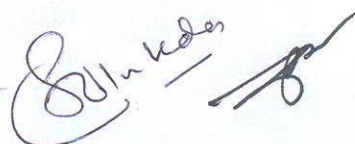
Note: 1. Availability shall be calculated on monthly basis.
  2. Preventive maintenance is to be carried out on mutually agreed time.
  3. No of calendar days in the month will be 28/29/30/31 (as applicable)

Therefore Project Availability in % =

$$\frac{(\dots\dots\dots\dots\dots\dots\dots) - (\dots\dots\dots\dots\dots\dots\dots)}{(\dots\dots\dots\dots\dots\dots\dots)} \times 100$$

(A)=……………………**%**

B. MAN-DAYS PERFORMANCE CERTIFICATE

The availability of Manpower in terms of Man-days is calculated on the basis of Working Days i.e Calendar days deducting Weekly off and CCL approved holidays.

S. No	Categories of Employees	No. of Employees (M)	Working Working Days of the Month (N)	Total Number of Man-days involved (X=M x N)	Man-days Not Available (Y)	Availability Z=(X-Y)
1.	**Category I** (Project Manager)					
2.	**Category II** (DataBase Administrator)					
3.	**Category III** (Programmer/ Engineer)					

S. No	Categories of Employees	% Availability [(Z/X) x 100]		Value of B is average of Value of B1, B2, B3.
1.	**Category I**		B1	
2.	**Category II**		B2	**(B)=…………………..%**
3.	**Category III**		B3	

Note: -

1. In locations (ACC/RCC) where Category I/ Category II employees are not allocated, the value of B1 & B2 will be ZERO/NULL, therefore the final value of B will be equal to B3.

2. (Example) Suppose at any place we have 2 employees and 25 working days. So Total Number of Man-days involved is 25 x 2= 50. And if 1 employees is absent for 3 working days and other employee is absent for 2 working days, then Total NON Availability is 2 + 3 = 5 days. Therefore availability percentage is (45/50) x 100= 90%.

Total Availability [(A+B)/2] =

$$\frac{(………………………………)+(………………………)}{2}$$

=……………………………%

Signature of CoalNet Maintenance Engineer   Signature of Regional/ Area System-in-Charge

BIDDER NAME	PROTEX COMPUTER PRIVATE LIMITED		Currency of BID	INR	
SL. No.	Break up Details of Items	Qty	Unit of Measure *	Basic Unit Price inclusive of all taxes except ST	Total for 36 months
	Description			INR	
A	B	C	D	E	G
1.0	Project Manager	1.00	Nos.	62387.38	2245945.56
2.0	DataBase Administrator (DBA)	1.00	Nos.	54588.95	1965202.37
3.0	Programmer/ Engineer	22.00	Nos.	38212.27	30264116.43
				Total Amount Without Service tax:	34475264.36
				Service Tax @ 14%:	4826537.01
				SBC @0.5% :	1,72,376.32
				KKC @0.5% :	1,72,376.32
				Total Cost :	3,96,46,554.01