

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://ccl.gov.in>



Central Coalfields Limited

(A Subsidiary of Coal India Limited)

SYSTEMS DEPARTMENT

Darbhangha House, Ranchi - 834029

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

FAX: 0651-2360024

WEBSITE: <http://ccl.gov.in>

A Miniratna Company

Ref. No.: CCL/GM(Sys)/SO/CoalNet/2013/496/D

Date: 7th Sept' 2013

By Regd. Post/ e-mail

WORK ORDER

To,
M/s Protex Computer Pvt. Ltd.
P-148A, CIT Road,
Scheme - VI M,
Kolkata-700054
Phone: 033-23201448
Email: dd.protex@gmail.com

Subject : To extend Maintenance Support and Customization for Three Years for ERP like solution CoalNet Application Software for Coal India which is presently running at Central Coalfields Limited.

Ref. : (i) CCL NIT No: CCL/GM(CMC)/System/2013/19 Dated 26.03.2013, Part-I opened on 03.05.2013 and Part-II on 29.06.2013 vide Notice No. CCL/ GM(CMC)/ System/ 2013/ 748 dated 27.06.2013.

(ii) Your offer dated: 29-04-2013.

(iii) Letter of Intent No.: CCL/GM(Sys)/13-14/391/D dated 07-08-2013.

Dear Sirs,

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 **4,52,38,860.00** (Rupees Four Crore Fifty Two Lakh Thirty Eight Thousand Eight Hundred and Sixty only) with reference to Annexure-IV(a₁), IV(a₂), IV(b₁), IV(b₂), IV(c) & IV(d) and subject to terms & conditions of NIT/ Tender document as under:

1. Security Deposit shall consist of two parts:

- Performance Security: Performance Security of Rs. 7,54,100.00 in the form of Bank Guarantee No. 325531 dated 23-08-2013 valid upto 01-12-2016 issued by M/s ICICI Bank Limited, Bengal Intelligent Park, Building-Omega, Plot- A2, M2 & N2, Block - EP & GP, Sector-V, Salt Lake, Kolkata-70091 has been submitted by you.
- Retention Money will be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of annualized value of contract amount.
- 5% performance security should be refunded within 60 days of the completion of the work (the date of completion of the work will be certified by the Engineer- in - charge/ GM(System)/ HOD(System)).
- Refund of security deposit: The refund of security deposit shall be subject to company's right to deduct/ appropriate its dues against the Service Provider under

this contract or under any other contract. On completion of the entire work and certified as such by the Engineer-in-charge/ GM(System)/ HOD(System), the security deposit, remaining with the company shall be refunded.

The security deposit shall bear no interest.

2. Firm Price: The Prices/ Rate are FIRM during the Contract period.

3. 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/M.Sc. degree with minimum 5 (Five) years experience in ERP/ IT Projects.

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.

(ii) Category - II: **DataBase Administrator (DBA)** should possess minimum B.E./ B.Tech/ MCA/ M.Sc. degree with minimum 3 (Three) years experience in RDBMS Implementation and experience. The DBA should be Oracle Certified Professional (OCP) for Database administration.

Only 1 (one) Database Administrator will be required for CCL. He shall be posted at the CCL HQ. He shall have to look after all the Areas/ Locations under CCL for 36 months.

(iii) Category - III: **Programmer/ Engineer** should possess minimum B.E./ B.Tech/ MCA/ M.Sc. degree with minimum 1 (One) year experience in 3 tier application development with Oracle, IDS and Java Environment in ERP type application.

Tentative number of Category-III Programmers/Engineers required at CCL and its command Areas/ Locations will be 16 (Sixteen) or more/less for 36 months. They will be posted at various locations of CCL/ Areas as per requirement [Refer Annexure-IIA, Annexure-IIB, Annexure-IV(a₁)].

(iv) For Customization/up gradation, development and implementation of core Modules S&M(Rail), S&M(Road), Finance, Payroll and related systems and it's integration with CCL HQ Ranchi, Kolkata office, Area offices and weighbridges along with customization & integration of existing MMS(stores) module at various stores to populate and implement minor module MMS(Inventory control & management) at CCL HQ, Ranchi, Category-III Programmers/Engineers aggregating not more than 20 (Twenty) man months will be required to be deployed within 1 (One) month notice from the company to accomplish the job within 4 (Four) months in consultation with the representatives of GM(Systems)/HOD(Systems)[Refer Annexure-IV (c)].

(v) Deployment of additional Category-III Programmers/Engineers 13 (Thirteen) in numbers will be required after completion of jobs at clause: 3A(iv) for their maintenance support within 1 (one) month notice issued from GM(Systems)/ HOD(Systems). These Category-III Programmers/Engineers are to be posted at various locations of CCL/ Areas as per requirement given in Annexure-IIA & Annexure-IIB for the remaining period out of the total support maintenance period of 36 months. The '**remaining period**' for estimation purpose may be taken as 24 months. However, the payment will be made as per actual[Refer Annexure-IIA, Annexure-IIB, Annexure-IV(a₂)].

B. The Service Provider should take care of the manpower on account of resignation, leave etc.

C. List of the personnel with qualifications as mentioned above in clause: 3A to be posted at various locations of CCL and its AREAs are to be furnished by the Service Provider before commencement of the contract. List of the personnel of Category-III Programmers/Engineers with qualifications as mentioned above in clause: 3A(v) to be posted at various locations of CCL and its AREAs are to be furnished by the Service Provider after completion of customization work at clause: 3A(iv) for acceptance.

- D. CCL shall have right to increase or decrease in manpower 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.
- E. In case the CCL is not satisfied with the performance of the manpower deployed, Service Provider shall have to replace such manpower at a short notice of one month.

4. Scope of Work:

To extend Maintenance support for three years for customized ERP like solution CoalNet Application Software which is presently running at different locations of Central Coalfields Limited. The package is developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. The job includes the deployment/ posting of qualified and experienced engineers at different sites as per the requirement of this Project. Details of the works, to be performed by the personnel deputed by the Service Provider, are mentioned in the Details of Work as mentioned in the Tender Document as under:

A. Details of Work:

- i) Customization, Implementation, Maintenance & future upgradation as per business needs of running modules of CoalNet Application package at CCL HQ and at its different area offices on 'as-is-where-is-basis'. The job includes customization, maintenance & implementation of various modules of CoalNet Software Application packages viz. Finance, Payroll & related system, Online Materials Management System, henceforth referred as MMS, Sales & Marketing (Road), henceforth referred as S&M(Road) as per current business requirement of company.
- ii) Customization, development and implementation/ integration of one Core Module: Sales & Marketing (Rail), henceforth referred as S&M(Rail) for HQ/Areas; one Minor Module: Material Management System (Inventory Control & Management), henceforth referred as MMS(IC&M) for CCL HQ and customization, implementation/ integration of existing running module S&M(Road) for Areas as per current business requirement of the company.
- iii) Maintenance of above customized modules Sales & Marketing (Rail) and MMS(IC&M) at CCL HQ and at its different area offices for the remaining period left out of the total support maintenance contract period of 36 months after issuance of notice for commencement of Support maintenance of these modules from GM(Systems)/ HOD(Systems) in this respect. The '**remaining period**' for estimation purpose may be taken as 24 months. However, the payment will be made as per actual.
- iv) 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.
- v) Development of new forms & reports of various modules as needed from time to time required by respective GM (Systems)/ HOD(Systems) of CCL HQ and its areas.
- vi) Administration & Scheduling of backup of Database and Application Software.
- vii) Installation, reconfiguration & restoration of the Database and Application software on old/new H/W layout and same or higher version of Oracle S/W as and when required.
- viii) Tuning the database for Optimal Performance.
- ix) Module Version Control of CoalNet Application Software.
- x) Debugging & fixing of problems arising in the running applications.
- xi) Documentation of CoalNet Application.
- xii) Hand holding training to the end-users and systems personnel.

B. DETAIL ROLES & RESPONSIBILITIES OF THE SERVICE PROVIDER

- a) The Service Provider shall customize & maintain the Application as per clause: 4A (Details of work) at locations/sites as per Annexure-I, so as to ensure its effective day to day operational usage along with central access at CCL HQ in view of WAN

implementation. The job includes support maintenance to the Application related modules at CCL and various locations/sites as per Annexure- IIA & IIB. Annexure - I depicts the number of locations where different application modules to be maintained in CCL at its HQ and various locations/sites.

- b) Customization, development of two modules – one Minor Module: MMS (Inventory Control & Management) and one Core Module: S&M(Rail) for implementation at various locations/sites to include related functionalities at Area, Projects, Weigh bridges with central access at CCL HQ in view of upcoming WAN to the satisfaction & current business requirement of company.
- c) Customization of one running module – Core Module: S&M(Road) for implementation at various sites to include related functionalities at Area, Projects, Weigh bridges with central access at CCL HQ in view of upcoming WAN to the satisfaction & current business requirement of company.
- d) The Service Provider shall incorporate changes in the Application if desired by Customer, provided such changes are in the scope of Application at its current form of implementation at Sites.
- e) The issue of major modifications of database structure and business logic will be resolved in the review meeting with GM (Systems)\ HOD(Systems) CCL. However if it is imperative, it will be treated as additional task and man days required for development & implementation and terms & conditions will be decided in the review meeting between the Service Provider and GM(Systems)\ HOD(Systems) CCL. However, Addition, Deletion, Modifications of fields/structure in transient Tables and small changes in business logic i.e., minor modifications have to be within the purview of the support maintenance contract for smooth operations of the Application modules for day to day basis.
- f) Considering the volume of investment in the project, if GM (Systems)\ HOD (Systems) CCL desires, the Service Provider may undertake the maintenance of modules which are implemented earlier but not in running condition now. In such case, a joint committee consisting of GM (Systems)\ HOD(Systems) CCL representative and the Service Provider, will assess the feasibility of making the module running. If both the parties agree, the Service Provider will initiate the revival of the module within reasonable time and once it is put into running condition, the Service Provider will maintain the same henceforth at the rate mentioned in Annexure. – IV(a₁, IV(a₂), IV(b₁), IV(b₂) & IV(d). However the maintenance/ support charge will be claimed from retrospective effect i.e. from the date of initiation of revival of the module. Accordingly the Annexure – I, IIA , IIB, IV(a₁), IV(a₂), IV(b₁), IV(b₂) & IV(d) will be updated to include the said module in maintenance. GM(Systems)\ HOD(Systems) CCL will be competent authority to decide regarding such cases during the tenure of this agreement. However, the entire activity has to be Confined within the contractual period of 36 (Thirty Six) months of that location.
- g) The Service Provider shall debug and fix the operational problems, perform error handling while running the Application by users at Sites.
- h) The Service Provider shall generate additional reports and modify existing reports & queries, as per user's requirement, provided these are compatible with the existing database structures. However the number of additional reports & queries in a module to be generated in 36 months duration will be restricted up to the limit of 10% of the number of existing reports & queries at the time of commencement of this agreement. This restriction may be relaxed in case of extremely urgent cases subject to concurrence of GM(Systems)\ HOD(Systems) CCL.
- i) The Service Provider shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation. The Service Provider shall impart on-job training to the concerned Module Managers (CCL's Systems Personnel) for any updates/ development in the CoalNet Application Software package.

- j) The Service Provider 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.
- k) Project Management: The Service Provider shall depute one Project Manager at CCL HQ. The Service Provider shall depute 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.
- l) All the engineers deputed by the Service Provider shall be posted at CCL HQ & site offices depending upon requirement and their attendance will be kept at the individual reporting place.
- m) The Service Provider will not be responsible for data entry/ handling. The Service Provider will try to identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission.
- n) Any Interface Software routines by which data is populated from other System to this Application Software or vice-versa, the Service Provider shall provide the support maintenance to the Interface as long as it is compatible with the database structure of this Application Software.
- o) The Service Provider shall document all the changes incorporated in the application software and also improves the documentation of existing user/ system reference manuals of different modules wherever it is necessary and possible.
- p) The Service Provider and its 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.
- q) The Service Provider has 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 the Service Provider.

5. 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 Table - I & II in Annexure VI and clarifications given therein.
- ii) 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 decided mutually between the Service Provider and GM (Systems)\ HOD(Systems) CCL.
- iii) 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 Site, such decision shall be taken at the next review meeting at CCL.
- iv) The Service Provider shall have the right to take assistance/professional inputs from their Technology Associates/ Business Partners maintaining its overall accountability to the Customer. The Service Provider may be required to depute qualified manpower with specific domain knowledge under a short notice and with small lead time, for which the Service Provider will have the right to hire appropriate manpower and seek other assistance from its Technology Associates/ Business Partners. However, the Service Provider will be solely responsible to the customer for the contractual obligations in all respects.




- v) In CCL, the Project Manager will be whole-time employee of the Service Provider and should not be hired from Technology Associate / Service Provider.
- vi) The Service Provider and/or its 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 of the Service Provider and/or its Technology Associates, then the Service Provider shall be discharged of its obligations under the agreement.
- vii) The Service Provider shall make their own arrangements for transportation of their men and materials to the work's site/location at their own cost. However CCL HQ and at its different areas may provide accommodation, if available, to their resident Project Manager, Database Administrator and Programmer/ support maintenance engineers as per normal rules /charges existing at that point of time.

6. Maintenance Service Availability:

The Service Provider shall have to provide maintenance support for the said Application during normal local working hours of CCL on all days excluding weekly off and holidays. However in exigency they will have to work beyond normal working hours including weekly off and holidays at no additional cost. Such period is herein referred to as the 'Principal Period'. Maintenance support rendered during principal period shall be charged as specified in clause 7.

7. Customization & Support Maintenance Charges:

- i) CCL shall be liable to pay the charges, as per rate mentioned in Annexure- IV(a₁), IV(a₂) & IV(C) per month per module(considering all sites of the Company together) plus Service Taxes & Educational Cess as applicable for the maintenance support to the various modules of Application rendered by the Service Provider as per Annexure-I, IIA & IIB during the principal period for the contract period (Clause: 3).
- ii) CCL shall be liable to pay the support charges for RDBMS & AS, as per rate mentioned in Annexure-IV(a₁) per month plus Service Taxes & Educational Cess as applicable during the principal period for the contract period.
- iii) CCL shall be liable to pay the support charges for Project Management, as per rate mentioned in Annexure-IV(a₁) 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 the Service Provider, the customer shall reimburse the same to Service Provider.
- vi) CCL shall pay directly to OEMs towards the renewal of Software license fees of O.S (Operating System), RDBMS, AS, etc. and also for the deputation of OEM's expert for any expert service rendered by them.

8. Payment Terms:

- i) Payment shall be made by CCL on monthly basis with effect from the date of commencement of work by the Service Provider. All the payments to the Service Provider shall be made through electronic mode.
- ii) Payment shall be made monthly basis against bill in triplicate and based on previous month's performance certificate as per ANNEXURE-V duly signed by GM (Systems)/HOD(Systems) CCL which will be enclosed along with the bill as per Annexure IV(a₁) & IV(a₂) after deducting penalty, if applicable as per clause:10. GM(Systems)/ HOD(Systems) CCL will be performance certifying authority.




Performance certificate is not needed for the release of payment for the first month, but commencement report should be attached.

iii) Payment for the job of customization, development, implementation of modules described in 3A(iv) will be made after submission of successful implementation and acceptance certificate issued from GM(Systems)/HOD(Systems) in this respect along with the bill as per Annexure-IV(C). GM(Systems)\ HOD(Systems) CCL will be performance certifying authority.

iv) Payment for the maintenance support of modules for post clause: 3A(iv) for deployment of additional support maintenance Category-III Programmers/ Engineers as mentioned in 3A(v) will be made monthly basis as per Annexure-I, Annexure-IIA, Annexure-IIB, Annexure IV(a₂) and clause: 8(ii).

Performance certificate is not needed for the release of payment for the first month for modules affected in 4B(b) & 4B(c) for post clause: 3A(iv), but commencement report for modules described in 4B(b) & 4B(c) for post clause: 3A(iv) should be attached.

v) 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.

vi) All charges specified in the agreement shall be billed by Service Provider and such charges shall be payable by Customer within 21 days from the date of receipt of the bills.

vii) The element of Service Tax should be specifically mentioned by the Service Provider in its 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 Service Provider.

(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.

viii) 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 Customer and Service Provider.

9. Paying Authority:

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

10. Penalty:

i) For Maintenance support :

In case of any Core module at a location does not function due to non-availability of maintenance support for more than eight working hours, Service Provider will be liable to pay 1% of the monthly Support maintenance charges of that core module for that location for every such occasion, subject to a ceiling of 10% of such monthly fees for that location. While calculating the support maintenance charge of that module, only the monthly charges of category III support engineers for that module will be considered. Moreover, the module cannot be declared unavailable for non-completion of additional new reports & queries. To address the 'module non functioning issue', Service Provider may reallocate support engineer from nearby location with due concurrence of GM (Systems)/HOD(Systems) CCL, and in such case the absence of engineer of that nearby location will not be considered.

ii) For Manpower :

If Service Provider fails to provide manpower of a specified category as mentioned in the scope of work up to seven working days in a month, the specified manpower

charge shall be deducted on pro-rata basis for the period of absence. However relaxation of initial two days will be allowed for replenishment provided at least 80% engineer should be present in a location having deployment strength of engineers more than one.

However, if period of absence exceeds consecutive seven working days and adequate substitute is not provided, penalty shall be imposed at the double of the specified category manpower charges on prorata basis for the period of absence.

11. Contract Period: This Contract is applicable for three years w.e.f. 01-09-2013.

12. Contract Documents:

A. The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper of minimum Rs. 100/- of Jharkhand State, purchased in the name of the firm. Two sets of contract document/agreements shall be prepared and submitted by the Contractor for signature of both the parties within a fortnight. 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.

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 General Manager (Systems)/HOD(Systems) or his representatives or any other officials authorized by the company for the purpose.

B. None of these documents shall 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.

13. Price Certificate:

In event of placement of order on Service Provider, he shall have to submit a price certificate in all his 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."

14. Price Fall clause:

The prices offered for the works/items under this contract by the Service Provider shall in no event exceed the lowest price at which the Service Provider provides such maintenance support or offers to provide maintenance support of identical description to any other organization during the period of contract.

If at any time, during the contract period, the Service Provider reduces the price of such maintenance support or offers to provide such maintenance support to any other organization at price lower than the price chargeable under this contract, he 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.

15. Risk Purchase Clause:

In the event of failure of the Service Provider 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 the defaulting Service Provider at the risk and cost of the defaulting Service Provider. In the event of failure of the Service Provider as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other contracts pending in CCL.

16. Force Majeure Clause:

The Service Provider's responsibility to maintain the Application in operating condition is subject to:



- a) The non-occurrence of any event beyond the reasonable control of the Service Provider including, but not limited to act of God or public enemy or Government authority confiscation of facilities, act of war or threatened war, hostility or rebellion or sabotage or damage resulting from fire, flood, explosion, accident, riot, lockouts, strikes or other concerted acts of workmen, direct or indirect, and inability to obtain materials on the part of the Service Provider.
- b) Non-occurrence of any event occasioned by fault or negligence of the Customer, his agent or his employees or by causes external to the Computer system and/or Application such as, but not limited, to power failure or fluctuation, or air-conditioning failure or by Customer's failure to maintain the site specifications as recommended or improper / wrong data feeding while running the Application.
- c) Performance by the Customer of his obligation under the agreement.

17. Termination of Contract:

- a) Either party can terminate the agreement with three months notice in writing for non-performance of any of the articles of this agreement by the other party or for any other reasons.
- b) In the event of termination of agreement for any reasons, or in the event the Service Provider is discharged of its obligations as per the provisions of the agreement, no sum other than the amounts outstanding towards balance committed period (i.e. three months from the date of termination notice served provided service was rendered) under this agreement shall be payable by the Customer.
- c) CCL has the right to foreclose the contract in the event of successful implementation of any ERP package in CCL as decided by CIL.

18. Settlement of Disputes:

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

The Service Provider should make request in writing to the Engineer-in-charge/ GM(System)/ HOD(System) 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 Service Provider shall be entertained by the company.


If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the Redressal of the dispute may be sought in the Court of Law.

19. Legal Jurisdiction:

Any suit or proceedings to enforce the rights of either of the parties hereto under this agreement shall be instituted in and tried only by the courts in the city of RANCHI and by no other court and both parties hereto hereby expressly agree to submit to the jurisdiction of such court.

- 20. The Service Provider shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

- 21. The Service Provider shall not pay less than the minimum wages to the laborers engaged by him / them as per minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Service Provider shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provision of CMPF and



Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952, as the case may be.

22. Integrity Pact:

The name and the address of Independent External Monitor for Integrity Pact as signed by you against this Tender is as detailed below:

Sri C. S. Samal
I.A.S.(Retd.)
CA-193, Sector -1, Bidhan Nagar
Kolkata – 700 064

23. Order Acceptance:

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

Yours faithfully,
For & on behalf of CENTRAL COALFIELDS LIMITED


General Manager (Systems)
Central Coalfields Limited, HQ


Chief Manager (Systems)
Central Coalfields Limited, HQ

Enclosure: Annexure-I, IIA, IIB, IV(a₁), IV(a₂), IV(b₁), IV(b₂), IV(c), IV(d), V and VI.

Copy forwarded to:

1. CVO, CCL, Ranchi
2. GM/TS to CMD, CCL, Ranchi
3. TS to Dir(T/O), CCL, Ranchi
4. TS to Dir(P), CCL, Ranchi
5. TS to Dir(F), CCL, Ranchi
6. Shri. C.S. SAMAL; IAS Retd, CA-193, Sector-1, Bidhan Nagar, Kolkata – 700 064.
7. All Areas CGM/GM
8. GM(CMC), CCL, Ranchi – Reference Letter No.: GM(CMC)/System/2013/71 dt 08/12-08-2013
9. GM(Finance-HQ), CCL, Ranchi
10. CM(System-CoalNet), CCL, Ranchi
11. All Areas Systems-in-Charge
12. All Areas Depot Officers
13. Sr. Manager(Fin-CF), CCL, Ranchi

Fund certification by Sr. Manager(Fin/CF) under the head "CoalNet Application Software Maintenance" in RB 2013-14 vide ref no: CF/CCL/403/13-14 dated 06-08-2013 amounting to Rs. 66,26,547.00 only.


General Manager (Systems)
Central Coalfields Limited, HQ


Chief Manager (Systems)
Central Coalfields Limited, HQ

ANNEXURE – I

MAINTENABLE MODULES at CCL HQ/Kolkata, Areas & OMMS Centres

Location Details

Sl. No	Core Module	Name of the Module under Maintenance	No. of Sites	Location of Site
1	Type I	Payroll	1	CCL HQ
2		Finance	1	CCL HQ
3		Sales – Rail	1*	CCL HQ/Kolkata*
4		Sales – Road/Rail	1 + 11*	CCL HQ + Areas*
5	Type II	MMS(Stores)	11	Areas/ Stores
6		PIS		
7		Equipment		
8		Production		
9	Single Core (Minor modules)	Grievance Monitoring		
10		MIS & Statistics		
11		Project		
12		Planning		
13		MOC		
14		VVIP		
15		MMS(IC&M)	1*	CCL HQ

Note: * - [Post clause 3A(iv)]

ANNEXURE –IIA

MANPOWER TO BE DEPLOYED AT CCL HQ / KOLKATA OFFICE

Name of the Company: CENTRAL COALFIELDS LIMITED

Sl. No.	Core Module	Name of the Module under Maintenance	CCL HQ			
			CCLHQ/Kolkata			Total
			Category I	Category II	Category III	
1	Type I	Payroll	1(PM)	1(DBA)		2
2		Finance			1	1
3		Sales - Road			2	2
4		Sales – Rail & MMS(IC&M)			2*	2*
5	Type II	MMS(Stores)				
6		PIS				
7		Equipment				
8		Production				
9	Single Core (Minor modules)	Grievance Monitoring				
10		MIS & Statistics				
11		Project				
12		Planning				
13		MOC				
14		VVIP				
TOTAL [Pre clause 3A(iv)]			1	1	5	7
TOTAL [Post clause 3A(iv)]			1	1	7	9

Note: * - [Post clause 3A(iv)]
 PM – Project Manager
 DBA – Database Administrator




ANNEXURE –IIB

MANPOWER TO BE DEPLOYED AT CCL AREA LOCATIONS

Name of the Company: CENTRAL COALFIELDS LIMITED

Sl. No.	Core Module	Name of the Module under Maintenance	No. of Manpower to be deployed in CCL Area locations for Maintenance work	
			Area Office / Regional Stores	Total
			Category III	
1	Type I	Payroll		
2		Finance		
3		Sales - Road Sales – Rail		
4		Payroll Finance & MMS(IC&M)	11*	11*
5	Type II	MMS(Stores)	11	11
6		PIS		
7		Equipment		
8		Production		
9	Single Core (Minor modules)	Grievance Monitoring		
10		MIS & Statistics		
11		Project		
12		Planning		
13		MOC		
14		VVIP		
TOTAL [Pre clause 3A(iv)]			11	11
TOTAL [Post clause 3A(iv)]			22	22

Note: * - [Post clause 3A(iv)]
 PM – Project Manager
 DBA – Database Administrator




ANNEXURE –IV(a₁)

MODULE WISE MONTHLY MAINTENANCE CHARGES FOR COALNET APPLICATION PACKAGE

[for Pre clause 3A(iv)]

Sl. No.	Core Module	Name of the Module under Maintenance	CCL HQ/ Kolkata		Area Office / Regional Stores		Total Monthly Maintenance Rate (in Rs.)
			No of Support Engineers deputed (Cat-III)	Monthly Module Maintenance Rate (in Rs.) #	No of Support Engineers deputed (Cat-III)	Monthly Module Maintenance Rate (in Rs.) #	
			A	B	C	D	AxB + CxD
1	Type I	Payroll	1	39800.00			39800.00
2		Finance	2	39800.00			79600.00
3		Sales – Rail* & MMS(IC&M)					
4		Sales - Road	2	39800.00			79600.00
5	Type II	MMS(Stores)			11	39800.00	437800.00
6		PIS					
7		Equipment					
8		Production					
9	Single Core (Minor modules)	Grievance Monitoring					
10		MIS & Statistics					
11		Project					
12		Planning					
13		MOC					
14		VVIP					
15	Project Management (Cat-I)		1	60000.00			60000.00
16	Database & AS Support (Cat-II)		1	60000.00			60000.00
T O T A L							756800.00
17	Total Monthly Maintenance Charge (Basic)						756800.00
18	Tax on Basic Charges						
	a) Service Tax @12.36%						93541.00
19	GRAND MONTHLY TOTAL (17+18)						850341.00




ANNEXURE –IV(a₂)

MODULE WISE ADDITIONAL MONTHLY MAINTENANCE CHARGES FOR COALNET APPLICATION PACKAGE [for Post clause 3A(iv)]

Sl. No.	Core Module	Name of the Module under Maintenance	CCL HQ/ Kolkata		Area Office / Regional Stores		Total Additional Monthly Maintenance Rate (in Rs.)
			No of Support Engineers deputed (Cat-III)	Monthly Module Maintenance Rate (in Rs.) #	No of Support Engineers deputed (Cat-III)	Monthly Module Maintenance Rate (in Rs.) #	
			A	B	C	D	AxB + CxD
1	Type I	Payroll					
2		Finance					
3		Sales – Rail* & MMS(IC&M)	2*	39,800.00	11*	39,800.00	5,17,400.00
4		Sales - Road					
5	Type II	MMS(Stores)					
6		PIS					
7		Equipment					
8		Production					
9	Single Core (Minor modules)	Grievance Monitoring					
10		MIS & Statistics					
11		Project					
12		Planning					
13		MOC					
14		VVIP					
15	Project Management(Cat-I)						
16	Database & AS Support(Cat-II)						
T O T A L							5,17,400.00
17	Total Additional Monthly Maintenance Charge (Basic)						5,17,400.00
18	Tax on Basic Charges						
	a)Service Tax @ 12.36%						63,951.00
	b)						
19	GRAND ADDITIONAL MONTHLY TOTAL (17 + 18)						5,81,351.00

* These modules are to be considered only after post customization and acceptance for maintenance support thereafter as per Work Order.

These additional maintenance charges is based upon the additional manpower required for maintenance support of the customized/ implemented modules during the contract period as described in clause: 4B(b) & 4B(c) of Work Order for the remaining period out of the total support maintenance period of 36 months. The '**remaining period**' for estimation purpose has been taken as 24 months. However, the payment will be made as per actual.

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ANNEXURE –IV (b₁)

TOTAL MAINTENANCE CHARGES FOR COALNET APPLICATION PACKAGE

[for Pre clause 3A(iv)]

Sl No	Name of Place	Monthly Maintenance Charge (Basic) (A)	Monthly Maintenance Charge (Tax) (B)	Total Maintenance Charge (Basic) (C) = A * 36	Total Maintenance Charge (Tax) (D) = B * 36	Total Maintenance charge for 3 (Three) Years (E) = C + D
1	CCL, Ranchi	7,56,800.00	93,541.00	2,72,44,800.00	33,67,476.00	3,06,12,276.00

Note: Refer ANNEXURE-IV(a₁)



ANNEXURE –IV(b₂)

TOTAL ADDITIONAL MAINTENANCE CHARGES FOR COALNET APPLICATION PACKAGE

[for Post clause 3A(iv)]

Sl No	Name of Place	Monthly Maintenance Charge (Basic) (A)	Monthly Maintenance Charge (Tax) (B)	Total Maintenance Charge (Basic) (C) = A * 24	Total Maintenance Charge (Tax) (D) = B * 24	Total Additional Maintenance charge for 2 (Two) Years (E) = C + D
1	CCL, Ranchi	5,17,400.00	63,951.00	1,24,17,600.00	15,34,824.00	1,39,52,424.00

Note: Refer **ANNEXURE–IV(a₂)**

These additional maintenance charges is based upon the additional manpower required for maintenance support of the customized/ implemented modules during the contract period as described in clause: 4B(b) & 4B(c) for the remaining period out of the total support maintenance period of 36 months. The '**remaining period**' for estimation purpose may be taken as 24 months. However, the payment will be made as per actual.



ANNEXURE -IV(C)

**TOTAL CUSOMIZATION, DEVELOPMENT, IMPLEMENTAION & INTEGRATION CHARGES FOR
MODULES DESCRIBED IN 4B(b) & 4B(c) and 3A(iv) OF APPLICATION PACKAGE**

Sl No	Name of Place	Man-months Deployed (A)	Man-month Charge (Basic) (Rs.) (B)	Man-month Charge (Tax) (Rs.) (C)	Total Customization Charge (Basic) (Rs.) (D) = A * B	Total Customization Charge (Tax) (Rs.) (E) = A * C	Total Customization charge (Rs.) (F) = D + E
1	CCL, Ranchi	20	30,000.00	3,708.00	6,00,000.00	74,160.00	6,74,160.00



ANNEXURE –IV(d)

TOTAL CUSTOMIZATION & MAINTENANCE CHARGES FOR COALNET APPLICATION PACKAGE

Sl No	Name of Place	Total Maintenance charge for 3 (Three) Years [ANNEXURE –IV (b ₁)(E)]	Total Additional Maintenance charge for 2 (Two) Years [ANNEXURE –IV (b ₂)(E)]	Total Customization charge [ANNEXURE –IV (c)(F)]	Grand Total Customization & Maintenance charge for the contract period. (Contractual Value)
		A	B	C	D = A+B+C
1	CCL, Ranchi	3,06,12,276.00	1,39,52,424.00	6,74,160.00	4,52,38,860.00



ANNEXURE –V

PERFORMANCE CERTIFICATE

FOR THE MONTH OF _____ Year _____

Date:

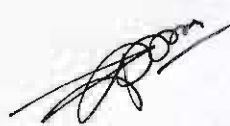
This is to certify that _____ has maintained the **COALNET APPLICATION PACKAGE** at _____ and _____ Regional Stores/ Area Office locations during the month of _____ year _____. They have deployed _____ persons during the month.

Sl. No.	Core Module	Name of the Module	No. of Manpower deployed				Total
			CCL HQ/Kolkata			Area Office / Regional Stores	
			Category I	Category II	Category III	Category III	
1	Type I	Payroll					
2		Finance					
3		Sales – Rail* & MMS(IC&M)					
4		Sales - Road					
5	Type II	MMS(Stores)					
6		PIS					
7		Equipment					
8		Production					
9	Single Core (Minor modules)	Grievance Monitoring					
10		MIS & Statistics					
11		Project					
12		Planning					
13		MOC					
14		VVIP					
15		MMS(IC&M)					
T O T A L							

Note: * - [Post clause 3A(iv)]

Signature of CoalNet Maintenance Engineer

Signature of Store/ Area System-in-Charge




ANNEXURE –VI

TABLE-I: ASCERTAINING MANPOWER

Manpower	Qualifications	Experience	Requirement	Remark
Project Manager	B.E./ B. Tech/ MCA/ M.Sc.	Minimum 5 (Five) years experience in ERP / IT projects	One per company	Category I
Database Administrator	B.E./ B. Tech/ MCA/ M.Sc. With OCP	Minimum 3 (three) years experience in RDBMS implementation / maintenance	One per company	Category II
Programmer / support Maintenance Engineer	B.E. / B. Tech /MCA/ M.Sc.	Minimum 1 (one) year experience in maintenance / support of RDBMS with Web enabled applications	As per guideline given in Table II for " Core Module Type I & II " for a location	Category III

Definition of Core Modules :

Core Module Type I ; Payroll , Road Sales, Rail Sales and Finance.

Core Module Type II ; MMS, PIS, Equipment & Production.

All other modules of CoalNet will be treated as Minor modules for the purpose of support maintenance. All these Minor modules in a location will be treated as single Core Module of Core Type-II for the purpose of ascertaining number of support engineer.

If any one of the Minor modules is included with any of the Core Modules of Type-I or Type-II, the nature of the Core Module will not change for the purpose of ascertaining number of support engineer.



TABLE-II: Minimum Support engineers (Category-III) needed in a location:

A. Core Type-I Programmer/ support Maintenance Engineer

Modules	CCL HQ/ Kolkata	Area locations
Payroll	1	As per clubbing method described in 'C' below
Road sales	2	As per clubbing method described in 'C' below
Finance	2	As per clubbing method described in 'C' below
Rail sales	2	As per clubbing method described in 'C' below

B. Core Type II Programmer/ support Maintenance Engineer

Modules	CCL HQ/ Kolkata	Area locations
MMS	1	As per clubbing method described in 'C' below
PIS	1	As per clubbing method described in 'C' below
Equipment	1	As per clubbing method described in 'C' below
Production	1	As per clubbing method described in 'C' below

- C. Clubbing of Programmer/ support Maintenance Engineer will be followed as per the following. It is applicable only in case of locations out of CCL HQ/Kolkata. (All units under one Area will be treated as a single location; CCL HQ & CCL Kolkata office will be treated as a single location).
1. For 1 to 2 core modules Type-I or II running in a location: One support engineer
 2. For 3 or more core modules Type-I or II running in a location: Two support engineer

Location means either CCL HQ or Area/Collieries etc. GM (Systems)\ HOD(Systems) CCL may reallocate manpower, in consultation with the bidder. The above distribution is a norm and a typical example. However actual engineers to be deployed in various locations for various modules may be increased/ decreased as per the decisions of GM(Systems)\ HOD(Systems) CCL with due approval and will form the basis of payment.

Subsequently Company will have the power to add the manpower as well as reallocate and/or redistribute manpower deployed in CCL for smooth operation of the said contract. However the category wise total manpower at CCL at any point of time must be monitored with due approval and form the basis of payment.

- D. One Project Manager and One Database Administrator will be located at CCL HQ where maintenance agreement will be made.