

(कोलइंडिया लिमिटेड की एक सहायक कंपनी)

दरभंगा हाउस, रांची, झारखण्ड - ८३४०२९

दूरभाष: ०६५१-२३६५८८८,

फैक्स: ०६५१-३६०१११

कार्यालय वेबसाइट: centralcoalfields.in

अनुकिरण और दूरसंचार विभाग



(A Subsidiary of Coal India Limited)

Darbhanga House, Ranchi, Jharkhand-834029

TEL: 0651-2365888,

FAX: 0651-2360111

e-mail: gment.ccl@coalindia.in

office website:

centralcoalfields.in

E&T Department

पत्रांक संख्या: CCL(HQ)/E&T/Secondary Network/2017-18/139

दिनांक: 26.02.2018

To,

By Hand/Email

M/S Bharat Sanchar Nigam Limited,
Jharkhand Circle-BSNL, ARTTC Building,
Near Jumar Bridge, Ranchi

Email id: eb.jharkhand@gmail.com

Kind attention: Sri Amrendre Kumar, GM(EB)

Mobile no.: 9431140605

SUB: Work order for providing of alternate MPLS-VPN network of higher Bandwidth across CCL Command areas on rental basis for 5 years.

Reference:

- I. CCL Letter Inviting Offer vide ref no. CCL(HQ)/E&T/Secondary Network/2017-18/552 dated 31.08.2017
- II. The offer of M/S BSNL vide CGMT/JKD/EB/CCL MPLS Tender /2017-18/3 dated 25.09.2017
- III. BSNL Shortfall Document submission/Confirmatory Document letter vide CGMT/JKD/EB/CCL MPLS Tender /2017-18/6 dated 13.10.2017, 12 dated 15.11.2017 and 15 dated 06.12.2017

Dear Sir,

With reference to the above, we are pleased to place work order on you to establish alternate secured MPLS-VPN network across CCL Command Area. The network comprises a total of 279 links, connecting 279 user locations with Centralized Main Data Centre (MDC) at CCL (HQ) at Ranchi, Jharkhand on rental basis for 5 years for the total Value of Rs 57,09,10,272.70 including 18 % GST with the following terms and conditions.

S. No.	Description of Materials	Total No. of MPLS VPN	Unit Rate Per annum (Rs) Exclusive of Taxes	Amount for 5 years (Rs) Exclusive of Taxes
1	100 Mbps MPLS-VPN link under MNS (Managed Network Services) including necessary hardware & software with integration to LAN/Server for HCC CCL HQ. Ranchi	01	48,35,557	2,41,77,785
2	40 Mbps MPLS-VPN link under MNS (Managed Network Services) including necessary hardware & software with integration to LAN/Server for RCC MRS CCL Ramgarh.	01	38,79,584	1,93,97,920

CCL Secondary Network Work Order to M/s BSNL.

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Received
Amil Singh
SDEI (E&T)
28/02/18

Amil Singh
SDEI (E&T)
28/02/18

3	10 Mbps MPLS-VPN link under MNS (Managed Network Services) including necessary hardware & software with integration to LAN/Server of Areas, Stores & Central units.	28	8,18,816	11,46,34,240
4	2 Mbps MPLS-VPN link under MNS (Managed Network Services) including necessary hardware & software with integration to Computer of Weighbridges, Project offices, AFM offices and Sales office CCL Kolkata	249	2,61,536	32,56,12,320
Total (Exclusive of Taxes)				48,38,22,265.00
GST Quoted for the above 18%				8,70,88,077.70
				57,09,10,272.70

2. Scope of work

- Links with 02 Mbps guaranteed bandwidth ... 249 Nos.
 - Links with 10 Mbps guaranteed bandwidth 28 Nos.
 - Links with 40 Mbps guaranteed bandwidth 01 Nos.
 - Links with 100 Mbps guaranteed bandwidth ... 01 Nos.
- All these links are to be used for online computer applications installed on centralized servers at CCL (HQ), Ranchi.
 - The 100 Mbps links are to be used for connecting LAN at CCL,HQ,Ranchi
 - The 40 Mbps links are to be used for connecting LAN/Server for RCC MRS CCL Ramgarh at CCL,HQ, Ranchi
 - The 10 Mbps links are to be used for connecting LANs at all Area HQs. Central Units and Regional Stores from CCL(HQ).
 - The 2 Mbps links are to be used for on-line applications from PO Office, Units, Road and Rail Weigh Bridges of CCL from respective Area and Sales office CCL Kolkata.

Number of operating nodes at HQ, Ranchi would be around 700 nos. and that for each Area offices & central store of CCL would be around 20 nos. and each regional store of CCL would be around 20 nos.

Since all the system users will be accessing MDC resources for on-line application, while setting up the network, provisions are to be made for increasing the bandwidth of a core link at MDC at CCL HQ from 100 Mbps to a higher value for quick responses from MDC to the user locations by avoiding data traffic congestion.

Further, it should be ensured for 100% bandwidth availability for 24x7 working at all Links.

One 100 Mbps, one 40 Mbps & all 10 Mbps links should essentially be established using Optical Fiber Cable (OFC).

BSNL is requested to physically visit and inspect all locations and carry out site survey to get acquainted with the existing conditions to ascertain technical feasibility for setting up the desired links.

It is to be noted that all Area HQ, regional & central stores of CCL are presently connected over MPLS-VPN service provided to CCL by M/s TCIL. Details of the existing MPLS-VPN network service available in the CCL Command Area through M/s TCIL is enclosed.

The MPLS-VPN network being established through the present enquire, on being established, will become the prime network service and the existing MPLS-VPN service

from ISP (provided by M/s TCIL) will work as the secondary service. BSNL will make necessary arrangement (at their own cost) to integrate the existing MPLS-VPN service from ISP (provided by M/s TCIL) with BSNL network for seamless transfer of connectivity in case of failure of the primary network and load balancing in case of congestion of primary network.

BSNL has to provide a total technical solution for setting up secured MPLS-VPN network described above along with necessary hardware, software, cabling, other necessary devices including installation, commissioning and maintenance of the same to achieve 100% network availability for 24x7 working during the five years contract period.

M/s BSNL has to submit full details of the technical solution offered along with a detailed list of Materials clearly indicating all items of the hardware, software, monitoring equipment /devices, power conditioning equipment / devices, networking equipment / devices, and services and their quantities required for successful installation and commissioning of the network. M/s BSNL must also submit full technical specifications of each item included in the detailed list along with technical justification for the same as part of the offered technical solution

If any item required for successful implementation of the offered solution is not specified in the offered detailed list submitted by the BSNL but is considered necessary for successful implementation and maintenance of the offered technical network solution with guaranteed bandwidth availability, the same has to be supplied / provided by BSNL at their own cost and expenses. No additional monthly rental charges shall be paid by CCL for such supplies.

BSNL should post, at their own cost, adequate experienced and qualified Hardware/Software Resident Engineers and supporting staff at Network Control Room at CCL HQ, Ranchi with sufficient spares to maintain 100% network availability

Detailed List of Materials / Services required for setting-up and maintaining MPLS-VPN network at CCL Command Area is given below.

Location	Items	Qty
HQ	Firewall/ UTM/ Load Balancer	2
	Router	1
	Fiber to Ethernet Converter	1
	24 Port managed FAST Ethernet LAN switch , 4 GIG Ethernet port	1
	UPS – 5 KVA online UPS with 2 hour back up	1
	Racks 24 U – Floor mounted with cable manager , 6 port PDUs, 24 port cat 6 jack panel	1
	NMS	1
	LED- 32 Inch	1
	Desktop	1
	Laptop	1
	Printer-cum-Scanner	1
	Air conditioner- 1.5 Ton	1
	Earthing	1
	Lightning Arrestor	1
Remote Branches	Firewall /UTM / Load Balancer	278
	Router	278
	8 Port Managed Fast Ethernet LAN Switch	278
	1 KVA Online UPS with 2 hour back up	278
	Racks 9 U – Wall mounted rack 9 U , 6 port PDU, cable manager	278

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Earthing	278
Lightning Arrestor	278
Fiber to Ethernet Converter/Modem pairs 2Mbps/Media (OFC/ Copper or RF)	As per actual requirement

Note: - The above items are indicative as per offer of M/s BSNL. These materials & its related liabilities (payments including invoices generation, GST/Applicable Taxes implications, transportation-storage liability) belongs to M/s BSNL, and are required to complete the scope of work (i.e providing MPLS Connectivity across CCL Command Areas.). The payments & penalty (if involved) would be on the only on the basis of MPLS Services and not on any basis related to these above mentioned materials.

DETAILS OF WORKS TO BE CARRIED OUT ARE AS FOLLOWS:

I. To set-up, establish and maintain strong and reliable MPLS-VPN network links with required guaranteed bandwidth between 279 links locations of CCL falling within CCL Command Area. The locations to be connected with the Main Data Center (MDC) at CCL HQ using MPLS-VPN service and the required guaranteed bandwidth for the respective links is given in the following table. **"The maximum permissible time period for installation and commissioning of all the 279 links is eight (8) months from the date of issue of the firm work order or handing over the sites whichever is later.**

II. Location details of MPLS links.

S. No.	Area	Locations	Guaranteed Bandwidth required
1	CCL(HQ)	Ranchi	100 Mbps
2	RCC, MRS, Ramgarh	Ramgarh	40 Mbps
3	Piparwar	Area office	10Mbps
4		Regional Store	10Mbps
5	N.K	Area office	10Mbps
6		Regional store	10Mbps
7	Argada	Area office	10Mbps
8		Regional Store	10Mbps
9	Barka Sayal	Area office	10Mbps
10		Regional Store	10Mbps
11	Hazaribagh	Area office	10Mbps
12		Regional Store	10Mbps
13	Kuju	Area office	10Mbps
14		Regional Store	10Mbps
15	Rajrappa	Area office	10Mbps
16		Regional Store	10Mbps
17	Dhori	Area office	10Mbps
18		Regional Store	10Mbps
19	B&K	Area office	10Mbps
20		Regional Store	10Mbps
21	Kathara	Area office	10Mbps
22		Regional Store	10Mbps
23	Rajhara	Area Office	10Mbps
24	Magadh & Amrapali	Area Office	10Mbps
25	GNH	Gandhi Nagar, Ranchi	10Mbps
26	Central Repair Shop	Barkakana	10Mbps
27	Central Store	Barkakana	10Mbps
28	CHN	Naisarai, Ramgarh	10Mbps
29	Central Hospital	Dhori	10Mbps

30	Central Hospital 249 Nos. Weighbridge, PO offices, AFM offices at different Areas and Sales office, CCL, Kolkata	Dakra Location of weighbridge is shown in Table A	10Mbps 2 Mbps for 249 location.
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Note: Since all system users from the remote locations will be accessing Main Data Centre (MDC) at CCL HQ for on-line application, with increase in the number of users and applications during the contract period of 5 years, 100 Mbps bandwidth, provided initially for the core link at CCL HQ, may require enhancement from 100 Mbps to a higher value for quick responses by avoiding data traffic congestion. **M/s BSNL is required to provide the increased bandwidth for the core link, if considered necessary anytime during the contract period.** M/s BSNL must take this fact into consideration while offering their technical solution for setting up the network.

- III. To establish a control room at CCL HQ with necessary tools & tackles, spare parts, other devices etc. and post adequate number of service personal round the clock (24x7 basis) for ensuring guaranteed availability of service at no additional cost during the contract period. A list of such persons shall be provided by M/s BSNL before commencement of the contract. The room for this purpose with single phase power supply & necessary illumination shall only be provided by CCL free of cost. Any air / power conditioning equipment and / or furniture, if required shall be arranged by the M/s BSNL at no additional cost.
- IV. To make necessary arrangement at the Control Room for logging the complaints received from the user locations. The complaints received at the Control Room must be attended within four (04) hours.
- V. M/S BSNL shall make their own arrangement for transportation of men and material during installation and for attending the breakdown calls.
- VI. To provide suitable Network Management Software (NMS) along with the required computer hardware (one Laptop, one desktop with printer & one wall mounted LED monitor of suitable size) at the Control Room for continuous monitoring of the network links status, available bandwidth and data traffic density.
- VII. To provide steel racks of suitable size for housing the networking devices / hardware at locations (including control room) covered under the contract. The racks must have AC power assembly, cooling fan, 24-port Cat 6 jack panel with Cable Manager (wherever necessary) etc as per requirement.
- VIII. To maintain all items of hardware, software, networking devices, monitoring devices, cables, etc used in the network set-up during the entire contract period to ensure guaranteed bandwidth availability.
- IX. All active and passive network components / devices used for setting up MPLS-VPN network shall be of reputed make.
- X. M/S BSNL will ensure that the active components installed at all network locations are of same make / model to ensure compatibility.
- XI. To carry-out all jobs related with supply, installation including all cabling work and commissioning of the network links.
- XII. To provide proper electrical earth-pit at each network location and necessary power conditioning equipment for providing uninterrupted and quality power to the networking devices supplied and installed by M/S BSNL.
- XIII. To provide lightening arresters with proper earth-pit at each network location for protection of the networking devices supplied and installed by M/S BSNL.

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- XIV. To arrange for shifting of the existing links and the associated equipment from one location to another, wherever technically feasible, free of cost if required during the contract period.
- XV. M/S BSNL is required to establish additional links during the contract period at the same rate, if ordered by CCL during the contract period. The additional links, if ordered will have to be installed and established within two months from date of confirmation of the same. However, the rental charges for such additional links shall be payable from the respective date of commissioning till the end date of contract decided earlier.
- XVI. To provide necessary on-site training to the designated technicians, line-men, and nodal officers at all user locations for checking network link availability and complaint logging.
- XVII. To arrange a workshop / training program for the designated E&T and Systems officials of CCL to provide necessary technical details of the MPLS-VPN network established by M/S BSNL and to provide them hands-on training for configuration of the various network devices, bandwidth monitoring tools & tackles, etc.
- XVIII. To ensure 100% availability of all network links with **guaranteed bandwidth** for 24x7 working.
- XIX. Provision for extending Internet facility through MPLS-VPN network in future should be available
- XX. Any permission required from State / Central Govt. / statutory bodies for execution of the work would be the responsibility of the M/S BSNL. No extra amount would be payable for this.
- XXI. To maintain inventory to the extent of 10 % of the spares / critical items at the control room prior to the commencement of the rental period for ensuring 100% network availability. The level of safety stock of spares and critical items as stated above should also be maintained at 10% level throughout the contract period.
- XXII. The hardware / software and infrastructure not covered in the scope of work but required for installation / improving the performance of MPLS-VPN network would be in the scope of M/S BSNL
- XXIII. To provide necessary network security for unwanted intrusion in the MPLS-VPN network.
- XXIV. The proposed Network must not depend on existing communication Network and infrastructure of M/S TCIL for smooth and seamless functioning of IT application of CCL.
- XXV. The location of the MPLS Link may change across CCL command area as per the necessity.
- XXVI. The MPLS-VPN network must be IPV6 compliant.

3. (A) PAYMENT TERMS:-

- 3.1 The monthly rental bills shall be raised at the end of each quarter which will be paid within 21 (twenty-one) days after receipt and acceptance of the same. During the period of contract, no interest is payable on any amount whatsoever to M/s BSNL.
- 3.2 The rental bills shall be raised in triplicate on quarterly basis as follows:
- The first quarterly rental bill shall be raised on successful installation, commissioning and acceptance of the work i.e. after finalization of start-date for the rental period and at the end of first quarter and shall be settled after adjusting liquidated damages as applicable within 21 (twenty-one) days after receipt and acceptance of the same.

- ii. The subsequent quarterly bills shall be raised at the end of each quarter and shall be settled after deducting penalty, if any, within 21 (twenty-one) days after receipt and acceptance of the same.
 - iii. Last quarterly bill shall however be settled after end of the contract period after adjusting all outstanding dues.
 - iv. No interest is payable on any amount whatsoever to M/s BSNL. Any certificate given by the Engineer-in-charge /Designated Officer In-charge for the purpose of payment of rental bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is / are in accordance with the contract and may be modified or corrected by the Engineer-in-charge / Designated Officer In-charge by any subsequent certificate or by the final certificate.
- 3.3 The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of M/s BSNL exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of M/s BSNL are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from M/s BSNL's claim under any other contract with the company or from M/s BSNL's security deposit or M/s BSNL shall pay the amount of overpayment on demand.
- 3.4 Amount payable/ recoverable for any subsequent change in the GST on works contract will be made to/from M/s BSNL after departmental verification of such changes of tax law issued by statutory authority.

3.5 No Mobilization advance shall be paid to M/s BSNL.

3(B) Taxes & Duties Clause:-

The tax invoice raised by the supplier against the services rendered on or after the appointed day must be in compliance of relevant GST Acts, rules & notifications made there-under and should bear the GSTIN 20AAACC7476RHZT (The PAN no. is AAACC7476R) of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.

The CGST & SGST, or IGST and GST (Compensation to state tax), as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL could be able to avail Input tax credit of such CGST & GST or IGST and GST(compensation to state cess) reflected in the invoice.

If CCL fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice including Interest and penalties, if any, as per GST Act, shall be recovered from the current bills or any other dues of the supplier.

The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there-under.

Where any differential amount is payable to the service provider on account of revision in price or escalation etc or any other reason in relation to service provided before the appointed date, the Tax Invoice or debit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.

Similarly, where any differential amount is recoverable from the service provider on account of downward revision in price or due to any other reason in relation to service provided before the appointed date, the credit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.

In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.

E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

a) In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues. Further Earnest Money/Performance Security forfeited will be inclusive of GST.

TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of services on or after the appointed day.

The bidder/contractor shall submit an undertaking that any extra benefit of Input Tax Credit in future shall also be passed on to CCL.

In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

The M/S BSNL shall confirm that following documents shall be submitted by them along with each supply for availing the benefit of INPUT credit as per GST rules. GST Registration Number and PAN Number of the consignor has to be incorporated in the Tax- Invoice raised by M/S BSNL.

4.DELIVERY SCHEDULE:

Delivery of all the items offered by BSNL as part of the offered technical solution, their installation and commissioning including all associated work for setting up of all the 279 links will have to be completed by BSNL within maximum **Eight (8)** months from the date of issue of firm work order . Delivery schedule shall be reckoned from the 10th day from the date of placement of work order or handing over of min. 90 % of sites as per checklist, mutually agreed by CCL & BSNL whichever is later.

Safe arrival, installation, commissioning and handing over of MPLS-VPN Network shall be the responsibility of the BSNL.

Normally extension of delivery period (supply, installation, commissioning and handing over) will not be granted. However, in case extension of delivery period becomes

essential, BSNL shall send request for extension of delivery period to the CCL before expiry of delivery period (i.e. 8 months from the date of issue of work order). In the event of failure to install & commission the MPLS-VPN Network within the stipulated delivery schedule, BSNL must obtain extension of delivery period with or without liquidated damage before completion of delivery schedule.

5. LIQUIDATED DAMAGES CLAUSE:

If BSNL fails to complete the installation and commissioning of all the links within eight (8) months period from the date of issue of work order, liquidated damages shall be recovered from the outstanding bills of BSNL at the rate of 0.5% of the total awarded value per week delay subject to maximum 10% of the awarded value of contract.

6. FORCE MAJEURE CLAUSE:

If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of outbreak of hostilities, declaration of embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the BSNL's control due to act of God, then CCL may allow such additional time by extending the delivery period as it considered to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by CCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

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

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

7. PRICE FALL CLAUSE: If BSNL, at any time during the tenure of the CCL contract, supplies materials of identical description in India, to any customer including CIL (or its subsidiary Cos.) at a price lower than the price stipulated in the CCL contract, the BSNL shall forthwith notify to CCL such reduction in sale price of materials and CCL shall amend its contract price to the lower price. In the event of non-intimation by the seller to this effect, suitable penal action may be considered against them.

The lower price shall apply when the period of execution of supply is concurrent and will be applicable for the supplies made during the concurrent period of two contracts. BSNL is required to submit following price certificate along with each supply:

"During the tenure of the CCL contract, we have not supplied materials of identical description in India, to any customer including CIL (or its subsidiary Cos.) at a price lower than the price stipulated in the CCL."



8. Warranty/Guarantee

BSNL shall guarantee that all the material /equipment /devices covered under the contract, shall have no defects arising out of design, materials or workmanship and shall carry respective manufacturer's standard warranty. BSNL will be responsible for smooth functioning of all the material /equipment/devices covered under the contract, for the entire period of the contract, i.e. 60 (sixty) months from the date of successful installation and commissioning. BSNL must ensure that no major breakdown occurs due to manufacturing / design / material / workmanship defect during the contract period. In case of any failure /malfunctioning of the material / equipment, which include system Hardware, Software, UPS, etc supplied under this contract, repair or replacement of the same will be arranged by BSNL free of cost.

9. PERFORMANCE SECURITY DEPOSIT:

BSNL will be required to deposit as security money 10% of the value of the total contract value of MPLS-VPN network with all accessories and allied systems including installation & commissioning charges, the services charges and the charges for rendering services for 05 years (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. If the BSNL fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CCL.

For BSNL, the Security Money shall be refunded within 30 days of satisfactory execution of contract.

For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited. The performance security guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-A (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 66 months from date of handing over the project/network and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.

10.SUBMISSION OF BANK GUARANTEE:

The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.). However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reason.

11. INSPECTION, TESTS AND ACCEPTANCE:

A committee constituted by GM(E&T)/HOD(E&T), CCL HQ shall undertake the inspection of the Goods and Services to check whether the Goods and Services are in conformity with the items included in the Bill of Materials and their technical specifications. The Inspection/Testing shall include the physical verification of documents, manuals, equipment, operating systems, Application Software etc. as per Bill of Materials and fulfillment of the set of objectives for which the system is implemented.

12. Location details of MPLS links.

S. No	Area	Locations	Guaranteed required Bandwidth
1	CCL(HQ)	Ranchi	100 Mbps
2	RCC, MRS, Ramgarh	Ramgarh	40 Mbps
3	Piparwar	Area office	10Mbps
4		Regional Store	10Mbps
5	N.K	Area office	10Mbps
6		Regional store	10Mbps
7	Argada	Area office	10Mbps
8		Regional Store	10Mbps
9	Barka Sayal	Area office	10Mbps
10		Regional Store	10Mbps
11	Hazaribagh	Area office	10Mbps
12		Regional Store	10Mbps
13	Kuju	Area office	10Mbps
14		Regional Store	10Mbps
15	Rajrappa	Area office	10Mbps
16		Regional Store	10Mbps
17	Dhori	Area office	10Mbps
18		Regional Store	10Mbps
19	B&K	Area office	10Mbps
20		Regional Store	10Mbps
21	Kathara	Area office	10Mbps
22		Regional Store	10Mbps
23	Rajhara	Area Office	10Mbps
24	Magadh & Amrapali	Area Office	10Mbps
25	GNH	Gandhi Nagar, Ranchi	10Mbps
26	Central Repair Shop	Barkakana	10Mbps
27	Central Store	Barkakana	10Mbps
28	CHN	Naisarai, Ramgarh	10Mbps
29	Central Hospital	Dhori	10Mbps
30	Central Hospital	Dakra	10Mbps
	249 Nos. Weighbridge, PO offices, AFM offices at different Areas and Sales office, CCL, Kolkata	Location of weighbridge is shown in Table A	2 Mbps for 249 location.

13. SUB-CONTRACT: Sub-Contract will not be allowed in part or in whole under any circumstances.

14. TRANSPORTATION OF GOODS:

BSNL should transport/deliver the contracted material/supplies through registered common carriers only as per the provisions of the Carriage by Road Act-2007 .

15. RIGHT TO INFORMATION ACT: Any document/information submitted by BSNL can be made public at appropriate stage, as per Right to information Act. 2005.

16. JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Ranchi Court (Jharkhand State, INDIA).

CCL Secondary Network Work Order to M/s BSNL.

(Handwritten signature)

17. ARBITRATION CLAUSE:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally.

18. TAX DEDUCTED AT SOURCE: TDS towards installation, commissioning, maintenance and other services, if applicable, shall be deducted from the BSNL bills.

SCHEDULE OF REQUIREMENT, TECHNICAL SPECIFICATION & OTHER TECHNICAL TERMS & CONDITIONS.

GENERAL TERMS AND CONDITIONS

1. Definitions:

- I) The word "COMPANY" or "EMPLOYER" or "OWNER" wherever occurs in the conditions, means the Central Coalfields Limited, represented at the headquarters of the company by the Chairman-cum- Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- II) The word "Principal Employer" where ever occurs, means the authorized representative or any other officer specially deputed by the company for the purpose.
- III) The word "BSNL" wherever occurs means Internet Service provider (ISP) of GOVT/PSU.
- IV) "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for BSNL use.
- V) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- VI) A "Day" shall mean a day of 24 hours from midnight to midnight.
- VII) Engineer in-charge / Designated Officer In-charge for this contract will be **decided by the competent authority Engineer in-charge/ Designated Officer In-charge for the contract will be the General Manager(E&T)/ HOD, E&T dept., CCL, HQ Ranchi.**
- VIII) The "Works" shall mean the works required to be executed in accordance with the Contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in- charge / Designated Officer In charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

IX) "Contract price" shall mean:

In the case of lump sum contract the total sum for which offer is accepted by the company.

In the case of other types of contracts, the total sum arrived at, based on the individual rates quoted by the BSNL for the various items shown in the "Bill of Quantities" of the offer documents as accepted by the company with or without any alteration as the case may be.

X) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation / company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- i) Letter of acceptance of offer including deviations, if any, from the conditions of contract incorporated in the Offer Document issued to PSU ISP,
- ii) Condition of contract, including general terms and conditions, additional terms and conditions, Integrity Pact, special conditions, if any, etc. forming part of the Agreement,
- iii) Scope of works/ bill of quantities.

2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, BSNL shall be furnished, free of charge, two copies of contract documents (certified true copies). The BSNL 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 Engineer-in-charge / Designated Officer In-charge, his representatives or any other officials authorized by the company for the purpose.

2.2 None of these documents shall be used by the BSNL or any purpose other than this contract and the BSNL shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF.

The documents forming part of the contract are to be treated as mutually explanatory of one another.

3.1. In the event of varying or conflicting provisions made in any of the document /documents forming part of the contract, the Accepting Authority's decision/ clarification shall hold good with regard to the intention of the document or contract, as the case may be.

3.2 Any error in description, quantity or rate in schedule of quantities or any omission there from, shall not vitiate the contract or release the BSNL from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

3.3. Any difference detected in the offer, resulting from:

- a) Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the BSNL shall be taken as correct.
- b) Discrepancy in the amount quoted by the BSNL due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) Discrepancy in totaling or carry forwards in the amount quoted by the BSNL shall be corrected.

Mr. [Signature] *[Signature]* *[Signature]*

The offered sum so corrected and altered shall be substituted for the sum originally offered and considered for acceptance instead of the original sum quoted by the Government PSU along with other offer. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. SECURITY DEPOSIT: Shall be as per Clause 8 & 9 of commercial terms.

5. DEVIATIONS/ VARIATIONS IN QUANTITIES:

Extent and pricing: The quantities given in the "Offered Bill of Quantities" are provisional and are meant to indicate the extent of the work and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer-in-charge / Designated Officer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. BSNL shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer In charge / Designated Officer In-charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the BSNL on the same conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract.

5.2 If the additional, altered work includes any class of work for which no rate/ rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-Charge / Designated Officer In-charge from the rate/rates for similar or near similar class of work as is / are specified in the contract. The BSNL shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 The quantities mentioned in the offer are for initial installation. However, during the contract period, the quantities may increase / decrease. In case, the quantity decreases during the contract period, the payment for the decreased quantity will not be made from the date of decrease in quantity Similarly, if there is increase in quantity, the BSNL will have to provide the same at the awarded rate. In either case, CCL will issue a written confirmation to the BSNL without any change in the awarded contract period.

5.4 CCL will have the option to extend the contract on mutually agreed terms & conditions after expiry of the contract period (i.e. 60 Months). If the contract is extended, validity of the Bank Guarantee submitted by the BSNL in lieu of Performance Security / Security Deposit shall be extended.

5.5 The company through its Engineer-in-charge / Designated Officer In-charge or his representative, on behalf of the company, shall have power to omit or any part or add some part of work for any reason and the BSNL shall be bound to carry out the work in accordance with the instructions given by the E.I.C. No claim for extra charges / damages shall be made by the BSNL on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the BSNL changes radically the original scope, and nature of the contract, the BSNL shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation or the rate/ rates to be paid thereof shall be resolved separately with the company.

5.7 The re-appropriation / re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.

6. Time for Completion of Contract, Extension thereof, Defaults and compensation for delay:

Immediately after the contract is concluded the Engineer –in-charge and the BSNLs shall agree upon time and progress chart (work schedule) prepared on the basis of installation & commissioning schedule to be submitted by the BSNL showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart (work schedule), the work shall be deemed to have commenced from the issue of work order.

6.1 If BSNL, without reasonable cause or valid reasons, commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to BSNL to commence the work, failing which to forfeit the Security deposited by him.

6.2 In the event of the BSNL's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or the extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

If BSNL fails to complete the installation and commissioning of all the links within eight (8) months period from the date of issue of work order/Site handover which ever is later, liquidated damages shall be recovered from the outstanding bills of the BSNL at the rate of 0.5% of the total awarded value per week delay subject to maximum 10% of the awarded value of contract. However, penalty during the contract period of 60 months shall be determined as per clause 8 under the head Rental Charge of "Special terms and Conditions".

6.3. Extension of date of completion for installation and commissioning of all the links within **Eight months** is as per the provisions of the offer document. The BSNL shall intimate in writing the Engineer-In-charge for any delay caused at the sole discretion of the company which is beyond the control of the BSNL.

6.4 'A Hindrance' Register should be maintained for recording hindrances for the work of installation and commissioning of all the links required to be completed within Eight months period. This shall be maintained on day to day basis and should be signed by BSNL and Nodal Officer of concerned location. Disputes if any should be decided by Engineer-in-charge or authority higher than him which should be binding on the BSNL. In case of dispute, decision should be conveyed within 7 (seven) days from the dispute. The BSNL may request the company in writing for extension of time within 7 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the BSNL in writing by the company through the Engineer-in-charge / Designated Officer In-charge within 7 days of the date of receipt of such request. The BSNL shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge / Designated Officer In-charge.



6.5 Extension of time may also be granted by the Engineer-In-charge during the course of installation and commissioning of all the links, on written request for extension of time within 7 (seven) days of happening of such events as stated above, reserving the company's right to impose / waive penalty at the time of granting final extension of time as per contract agreement. However, the validity of the Bank Guarantee submitted by the BSNL in lieu of Performance Security Deposit in pursuant to Clause No. 8 & 9 of commercial terms shall be extended and the period of provisional extension.

6.6 When the period of Eight months fixed for the completion of installation and commissioning work is about to expire, the question of extension of the contract may be considered at the instance of the BSNL or the company or the both. The extension will have to be by the party's agreement, expressed or implied.

In case the BSNL does not apply for grant of extension of time within 7 (seven) days of hindrance occurring in execution of the work and the company wants to continue with the work beyond the stipulated date of completion for reason of the work having being hindered, the Engineer-in-Charge / Designated Officer In-charge at his sole discretion can grant extension of time even in the absence of application from the Government PSU. Such extension of time granted by the Engineer-in-charge / Designated Officer In-charge is valid provided the BSNL accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to company's right to levy compensation under the relevant clause of contract.

However, the validity of the Bank Guarantee submitted by the BSNL in lieu of Performance Security Deposit in pursuant to Clause No. 8 & 9 of commercial terms, shall be extended and the period of provisional extension.

7 QUALITY ASSURANCE

The BSNL shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge / Designated Officer In-charge may issue from time to time further detailed instructions/ directions in writing to the BSNL. All such instructions/ directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications / explanations thereof, if necessary.

8. Termination, Suspension, Cancellation, Foreclosure of contract & closure of contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if BSNL

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice

OR

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in charge in a notice in writing.

OR

c) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing.

OR

d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favor in relation to the obtaining or execution of this or any other contract for the company.

OR

e) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.

OR

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-In-Charge. The Engineer-in charge may, by giving a written notice, cancel the whole contract or portion of it in default.

8.1. The contract shall stand terminated under the following circumstances:

a) If BSNL, being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of BSNL being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the Debenture holders of the company, if any.

c) If the BSNL shall suffer an execution being levied on his/ their goods, estates and allow it to be continued for a period of 21 days.

d) On the death of the BSNL being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

8.2 On cancellation of the BSNL or on termination of the BSNL, the Engineer-In-Charge shall have powers:

a) to carry out the incomplete work by any means at the risk of the BSNL

b) to determine the amount to be recovered from the BSNL for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the BSNL up to the time of cancellation less on a/c payments made till date and value of BSNL materials, equipment, etc. taken possession of after cancellation.

c) to recover the amount determined as above, if any, from any moneys due to the BSNL on any account or under any other contract and in the event of any shortfall, the BSNL shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the BSNL as stated in clause 9.1(d).

d) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer - in - Charge, after giving the BSNL 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally or contractually through tendering/limited tendering process, either wholly or partly, debiting the BSNL with cost involved in engaging another agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer - in - Charge for the cost of the work

so done shall be final and conclusive and the extra cost, if any, shall be borne by the BSNL. However, when this clause is invoked, penalty will not be applicable.

8.3 Suspension of Work:

The Company shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the BSNL in writing to suspend the work, for such period and in such manner as may be specified therein on account of any default on the part of BSNL or for proper execution of the work for reasons other than any default on the part of the BSNL, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the BSNL, extension of time shall be allowed by the company equal to the period of such suspension.

8.4. Foreclosure of contract in full or in part- if at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason what so ever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the BSNL, In the event of abandonment / reduction in the scope of work, the company shall be liable to pay the BSNL at the contract rates full amount for works executed and measured at site up to the date of such abandonment /reduction in the work. The BSNL shall, if required by the Engineer-In-charge, furnish to him books of account, papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The BSNL shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work other than those as specified above.

8.5. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the BSNL In the event of termination or suspension of the contract, on account of default on the part of the BSNL as narrated herein before, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

8.6 Closure of contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to close the contract in view of the followings :-

- i) Closure of contract is to be done either on completion of period of work as per award provided there is no scope for extension of period for execution of the balance or left out work, if any, for the said contract or on execution of the awarded work. However approval for extension of contract period, if required, should be obtained from the competent authority before completion of contract period.
- ii) Closure of Contract can be done on complete execution of awarded quantity / period.
- iii) Closure of contract is required to be approved by competent authority.
- iv) The BSNL shall, if required by the Engineer-In-charge, furnish to him books of account, papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable.
- v) The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the BSNL. In the event of closure of the contract, on completion of period of work as per award and there is balance or left out work which has not been executed on account of default on the part of the BSNL, penalty will be imposed as per terms and conditions of the contract and shall be under the absolute disposal of the company provided, that the aggregate of the penalties so levied shall not exceed 10% of the contract value.
- vi) Any amount required to be recovered from the BSNL determined as above, if any, shall be recovered from any moneys due to the BSNL on any account or under any other

contract and in the event of any shortfall, the BSNL shall be called upon to pay the same on demand.

Engineer in-charge / Designated Officer In-charge for this contract will be **decided by the competent authority Engineer in-charge / Designated Officer In-charge for the contract will be the General Manager(E&T)/ HOD, E&T dept., CCL, HQ, Ranchi**

9. COMPLETION CERTIFICATE:

On completion of the work and notifying the same by the BSNL to the Engineer –in –charge, Completion certificate shall be issued by the Engineer –in –charge only in the event of work is completed satisfactorily in every respect. Payment of final bill shall be made on the completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

10 RESPONSIBILITIES OF THE BSNL:

- i) The company reserve the right to let BSNL in connection with the project and the BSNL as shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) The BSNL shall employ only competent, skilful and orderly men to do the work. The Engineer-In-Charge shall have the right to ask the BSNL to remove from the work site any men of the BSNL who in his opinion is undesirable and the BSNL will have to remove him within three hours of such orders.
- iii) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account. The BSNL shall all time exercise reasonable precautions for the safety of employees in performance of his/ their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The BSNL shall comply with the provision of the safety handbook as approved and amended from time to time by the Govt. of India.
- iv) The BSNL shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his/ their work.
- v) The BSNL shall furnish to the Engineer-In-Charge or his authorized representative with work reports on monthly basis regarding the BSNL organization and the progress made by him/them in the execution of the work as per the contract agreement.
- vi) **Taxes & Duties:-** Refer Payments Terms & Taxes and Duties Clause of the Work Order.
- vii) The company reserves the right to deduct / withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- viii) The BSNL shall make his/ their own arrangement for all materials, tools, staff and laborers required for the contract, which will be required for the completion of the work to the entire satisfaction of the company.
- ix) The work shall not be sublet to any other party, unless approved by CCL in writing.
- x) All accounts shall be maintained in English and the company shall have the right of access and inspect of all such books of accounts etc., relating to payment of labor considered necessary and the company may arrange for witnessing the payment to the labour by its representatives.
- xi) The BSNL shall make necessary payments to all workers / employees engaged in the work as applicable in compliance with the provisions of all relevant Acts/

rules/Regulations/Bye-laws and orders there under during the work. The company shall have no responsibility/ liability whatsoever on these account.

xii) Insurance – The BSNL shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reason whatsoever (except for reasons which are beyond control of BSNL or act of God, e.g. flood, riots, war, earthquake etc.) and shall at his own cost repair and make good the loss / damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the CCL if any.

a) The BSNL shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provision 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.

b) The BSNL shall ensure that the insurance policy /policies is/are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his subcontractor, if any. The cost of premium shall be borne by the BSNL and it shall be deemed to have been included in the tendered rate.

c) In the event of BSNL failure to effect or to keep in force the insurance referred to above or any other insurance which the BSNL is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to BSNL.

xiii) Security Arrangement: The BSNL will have to make security arrangement for their equipment and machinery till handing over the network to CCL.

SPECIAL TERMS & CONDITIONS

The special terms and conditions given below are specific and is agreed by BSNL. In case there is any deviation from what is given in General Terms and Condition in this document, the special terms and condition shall prevail.

1. Delivery, Installation and Commissioning period: Delivery of all the items offered by BSNL as part of the offered technical solution, their installation and commissioning including all associated work for setting up of all the 228 links will have to be completed by within maximum **eight (8)** months from the date of issue of firm work order.

2. Storage and safe custody of the equipment: BSNL will make own arrangement for storage and safe custody of all the items/materials covered in the Bill of Materials/Services offered by them as part of the offered technical solution till commissioning of the link(s). On successful commissioning of the link(s) the designated nodal officer for respective location will be responsible for the safety of the equipment. List of the designated nodal officers for various locations shall be communicated to the BSNL at the time of commissioning of the links. During installation period, BSNL will contact the General Manager / Officer-in- charge for the respective location or their authorized representative for execution of the work.

3. Insurance: Comprehensive insurance of each material/equipment supplied by BSNL are to be done by themselves and cost of insurance of the material/equipment during transit, installation, commissioning and during operation of the contract will be on BSNL account. BSNL will provide documentary evidence to this effect within one month from the date of successful installation and acceptance of the system.

5. The total job of supply, installation, commissioning and also maintenance of all hardware and peripherals during the contract period will be done by BSNL only.

6. **Contract Period:** The contract period (i.e. Rental period) of 60 months for the hired network service will commence from the date of successful installation, commissioning and acceptance of one 100 Mbps link, one 40 Mbps link, all 10 Mbps links and at least 85% of the 2 Mbps links. The start-date of the rental period shall be communicated to the BSNL by CCL accordingly. However, for the balance links which will be installed, commissioned by the BSNL and accepted by CCL later on, the end-date of the contract will remain unchanged i.e. the end date for the contract will be 60 months from the start date finalized by CCL and communicated to the BSNL.

7. The MPLS-VPN service will be taken from BSNL on **monthly rental basis payable quarterly at the end of each quarter**, which will include maintenance for a period of sixty months. Rental should be uniform for the entire contract period of sixty months and inclusive of all taxes, levies, duties etc except service tax for which the BSNL has to submit the documentary evidence for claiming reimbursement as per existing rules. The rental quoted should be firm without escalation during the currency of contract

8. **Rental Charge:** During the contract period rental charges payable, after adjusting penalty if any, shall be computed every month as follows:
BSNL is required to ensure 100 % availability for the contracted bandwidth on monthly basis separately for each network link covered under the contract. In case, the monthly availability falls below 99 % for a link penalty would be imposed on the BSNL and the same would be deducted from the Monthly Rental Charges payable to BSNL

Computation of monthly avg. bandwidth availability and penalty shall be done separately for each link on monthly basis as follows:

$$A = \frac{(A1 + A2 + A3 + \dots + An)}{B * N} * 100$$

$$P = \frac{(99 - A)}{99} * R$$

Where A = monthly avg. Bandwidth availability (%) for a particular link,
A1 , A2 , A3 ... An represent daily avg. Bandwidth availability for day 1, 2, 3....., n, for the link, value of n will be 28, 29, 30 or 31 as applicable for the month,
B = contracted guaranteed bandwidth (100 Mbps, 10 Mbps or 2 Mbps for that particular link),

N = No. of days in the month,

P = amount of penalty to be imposed for the link,

R = contracted rate of monthly rental charge for the link.

In case the monthly avg. Bandwidth availability falls below 95% but is more than or equal to 90%, the penalty imposed for the link will be double the amount calculated as above. The monthly avg. Bandwidth availability must not fall below 90% for any link in any case. If the availability falls below 90% for any link, rental charges for that link for that month will not be payable.

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

The network availability computation for the individual links within the various areas / offices / establishments of CCL shall be duly certified by the respective nodal officers for the same must be furnished along with the bills.

9. The rental charges payable during the contract period shall remain firm. However, if the similar services are offered by the BSNL to any Government / Semi-Government / PSU organization in India at a reduced rate during the contract period, the same shall be intimated by the BSNL to CCL and will become applicable for this contract. The BSNL is required to enclose an undertaking on its letter head **"This is to certify that we have not extended the similar services to any other Govt / Semi-Govt / PSU Organization at a rate lower than the rate at which the rental bill is raised"** along with the bills raised during the contract period.

10. The monthly rental charges should cover comprehensive maintenance services for all equipment, hardware and software including all Printers, UPS batteries, all networking devices, earth-pits for electrical earth and lightening arresters, Network Maintenance Software, etc and will cover repairs and replacement of defective parts to keep the network links in proper working order. Comprehensive maintenance shall also include shifting of links from one place to another wherever required and technically feasible. Print/toner cartridges, ink cartridges, printer ribbons shall only be treated as consumables and would be supplied by CCL. There will be no other financial liabilities on the part of CCL for above maintenance services.

11. **Liquidated damages (LD):** If the BSNL fails to complete the installation and commissioning of all the links within eight (8) months period from the date of issue of work order, liquidated damages shall be recovered from the outstanding bills of the BSNL at the rate of 0.5% of the total awarded value per week delay subject to maximum 10% of the awarded value of contract.

12. **Submission of Bills :** The rental bills shall be raised in triplicate on quarterly basis as follows:

- i) The first quarterly rental bill shall be raised on successful installation, commissioning and acceptance of the work i.e. after finalization of start-date for the rental period at the end of the quarter and shall be settled after adjusting liquidated damages as applicable within 21 (twenty-one) days after receipt and acceptance of the same.
- ii) The subsequent quarterly bills shall be raised at the end of each quarter and shall be settled after deducting penalty, if any, within 21 (twenty-one) days after receipt and acceptance of the same.
- iii) Last quarterly bill shall however be settled after end of the contract period after adjusting all outstanding dues
- iv) No interest is payable on any amount whatsoever to the BSNL.

13. **Consignee:** General Manager (E&T), CCL HQ, Ranchi, Jharkhand

14. **Paying Authority:** General Manager (Fin.) HQ, CCL Ranchi, Jharkhand

15. **CCL will have the option to extend the contract on mutually agreed terms & conditions after expiry of the contract period (i.e. 60 Months).**

16. BSNL should post, at their own cost, adequate experienced and qualified Hardware/Software Resident Engineers and supporting staff at Network Control Room at CCL HQ, Ranchi with sufficient spares to maintain 100% network availability.

17. The MPLS-VPN network service shall be operative round the clock in all shifts (24x7) during the contract period.

18. BSNL shall provide services for installation, configuration, implementation, integration, training & acceptance testing as required by the contract for the prices quoted in its bid and included in the contract price.

19. BSNL is responsible for all unpacking assembling, wiring, installation, cabling between equipment units & components and connection to power supplies. The service provider will test all network links for their operation and perform all the necessary set-up, configuration and customization for successful operation of the network in accordance with contract requirements.

20. For each of the link installed BSNL are required to train the CCL technical and end-user officials/staff to enable them to effectively manage and use the system. The training and accompanying materials shall be provided in English/Hindi. BSNL shall provide a detailed operations and user manuals for each appropriate unit of the supplied system.

21. During the contract period BSNL is responsible for the functionality and the performance of the network.

22. During contract period the BSNL is responsible for implementation of the new versions and will make all necessary modifications in the network as may be deemed necessary.

23. Emergency and urgent on-site services should be available within 2 hours of receipt of the service-call by the resident service engineers of the service provider.

24. SCOPE OF MAINTENANCE: Comprehensive maintenance work is to be done by BSNL. The Scope of maintenance work will be as under:

i) To carry out all routine schedule maintenance job at the required locations.

ii) Providing all labour, all spare parts, inspection and supervision services related to the above.

iii) Maintaining the network to achieve guaranteed availability as per contract.

iv) The cost of maintenance work will include cost of all spares (landed price basis), labour charges and all other charges on as-and-when required basis. The payment for maintenance is included in the monthly rental charges, to be paid on quarterly basis against invoice / bill raised for that purpose.

v) Providing all software upgrade, updates etc wherever and whenever required during the contract period.

vi) For all hardware & software free maintenance services and software upgrades shall be provided by BSNL during the entire rental period.

vii) The response time to attend a maintenance complaint / breakdown call at site shall not exceed 4 hours. BSNL shall, thus, respond and commence repair work on the equipment within 4 hours of being notified of the link/network failure/malfunction. All the hardware, software supplied and installed, shall be maintained by the service provider in a manner, which ensures that the guaranteed availability is achieved.

viii) The periodicity of preventive maintenance shall be decided by BSNL and CCL, and it should not be less than once in a month and shall be carried out during normal working days.

ix) All spare parts and components have to be supplied and installed free of cost at site during the period of contract.

25. Patent Rights: BSNL shall indemnify the CCL against all 3rd party claims of software piracy & infringement of intellectual propriety rights. In the event of any claim asserted by

a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof in India, BSNL shall act expeditiously to extinguish such claim. If BSNL fails to comply and CCL is compelled to pay compensation to a third party resulting from such infringement, BSNL shall be responsible for the compensation including all expenses, court costs and lawyer fees to CCL.

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

27. BSNL shall be fully responsible for the successful operation of the network during the contract period and integrated operations of the system as a whole and the omission of any item/component in this document shall not be sufficient reason for non-performance of the network system at a future date. BSNL should therefore specify, justify and quote for any additional item/s, which they feel, are essential for the trouble-free functioning of the MPLS-VPN service during the entire contract period.

28. BSNL shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the BSNL and a copy of the same shall be furnished to the General Manager/ Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the BSNL and the Management shall have no responsibility/ liability whatsoever in this regard.

29. BSNL shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

30. BSNL shall not engage any person of less than eighteen years of age or females during night hours as required by relevant law.

31. The responsibility of the BSNL in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the BSNL against any claim arising out of any nonpayment/ short payment/ dispute/ award.

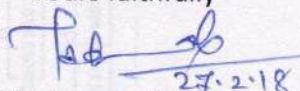
32. BSNL shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time at their own cost.

33. The company shall have no responsibility/ liability whatsoever for any accident/ damage to the BSNL_vehicle/ equipment and their workers in transit or while engaged in the work.

34. BSNL shall familiarize themselves and fully comply with the provisions of all the Acts/Rules/ Regulations/ Bye-laws and orders of the Local Authority/Municipality/ State Government/ Central Government applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these account and the BSNL shall fully indemnify the company against any claim / dispute/ reference etc arising out of the same.

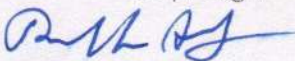
35. The work order also includes all other terms & conditions (if left here) mentioned in the CCL letter Inviting Offer vide ref no. CCL (HQ)/E&T/Secondary Network/2017-18/552 dated 31.08.2017.


27-2-18
General Manager (System)

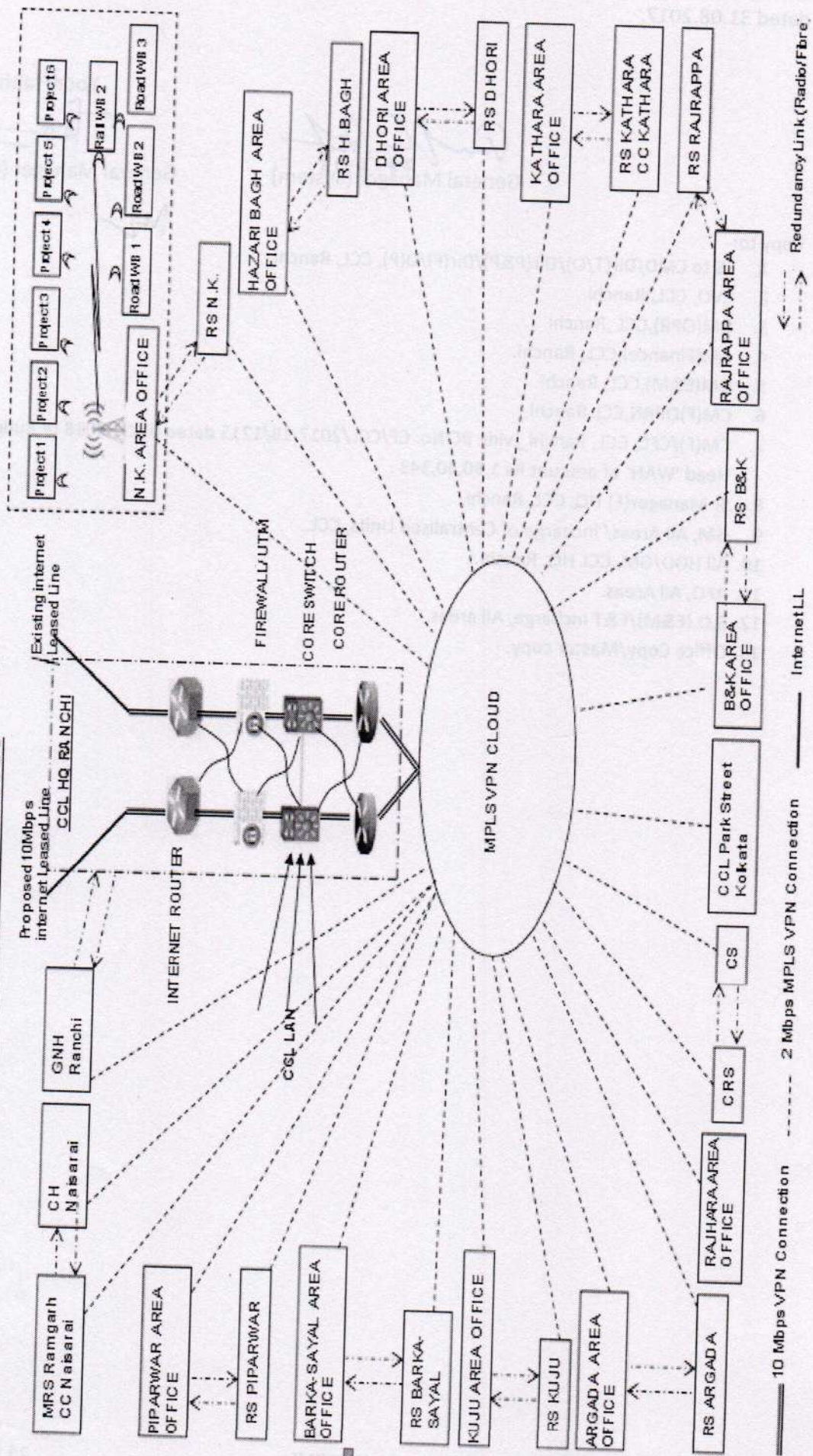
Yours faithfully

27.2.18
General Manager (E&T)

Copy to:-

1. TS to CMD/Dir(T/O)/Dir(P&P)/Dir(F)/D(P), CCL, Ranchi.
2. CVO, CCL, Ranchi.
3. GM(OPR),CCL ,Ranchi
4. GM(Finance),CCL, Ranchi.
5. GM(E&M),CCL, Ranchi
6. CM(F)OPRN,CCL,Ranchi
7. CM(F)/CFC, CCL, Ranchi_ vide BC No. CF/CCL/2017-18/1215 dated 01.02.2018 of Budget Head 'WAN' of amount Rs 1,90,30,343 .
8. Sr Manager(F) HQ, CCL, Ranchi.
9. GM, All Areas/ Incharge of Centralised Units, CCL.
10. All HOD/GM, CCL HQ, Ranchi.
11. AFO, All Areas.
12. S.O.(E&M)/E&T Incharge, All areas.
13. Office Copy/Master copy.



CENTRAL COALFIELDS LIMITED WAN NW



2 Mbps LINK REQUIREMENT OF THE WAN POINTS

ROAD WEIGHBRIDGE		
ARGADA AREA (11)		
1	ARGADA AREA (11)	Gidi C Rd.WB
2		Religara Rd.WB
3		Sirka Rd. WB
4		Argada Rd. WB
5		GidiWashery Rd. WB -1
6		GidiWashery Rd. WB -2
7		GidiWashery Rd. WB -3
8		Gidi-A-I
9		Sirka Rd. WB -2
10		Gidi C Rd.WB -2
11		Religara Rd.WB -2
BOKARO & KARGALI AREA (18)		
12	BOKARO & KARGALI AREA (18)	Khasmahal Rd. WB,-1
13		KargaliWashery Rd. WB-1
14		KargaliWashery Rd. WB-2
15		Giridih Rd. WB-1
16		Jarangdih Siding Rd. WB
17		Karo Rd. WB-2
18		Giridih Rd. WB-2
19		Khasmahal Rd. WB-2
20		Karo-5
21		KMP NEW-3
22		GIRIDIH -1(30 T)
23		GIRIDIH -3(OC)
24		KARO-3
25		KARO -4 (WT-II)
26		BOKARO
27		Khas Mahal WB 4
28		Khas Mahal WB 5
29		Jarandih Siding WB 2
BARKA SAYAL AREA (10)		
30	BARKA SAYAL AREA (10)	BhurkundaOC Rd. WB-
31		Bhurkunda UG Rd WB-
32		Central Saunda Rd. WB
33		Saunda D Siding Rd. WB-1
34		K K More Rd. WB
35		Sunda D Siding(Sayal D)-2
36		Urimari Rd. WB -1
37		Birsa-I
38		URIMARI -WB-2

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39		Birsa-2
DHORI AREA (16)		
40	DHORI AREA (16)	Amlo Siding Road WB
41		Amlo-40 T Road sale
42		Amlo Check Post WB-1
43		Amlo Check Post WB-2
44		Dhori East Rd. WB
45		Makoli RD WB-1
46		Makoli RD WB-2 New
47		RS Bhata RD WB
48		Karipani RD WB
49		CHP Gate Road WB
50		S K UNIT RD WB
51		K P S Siding Amlo Siding Rd. WB-3
52		Tarmi Siding RD WB
53		Amlo Siding
54		Tarmi Siding
55		Dhori East
HAZARIBAGH AREA (15)		
56	HAZARIBAGH AREA (15)	Kedla OC Rd. WB
57		Tapin South Rd. WB
58		Tapin North Rd. WB
59		Parej East Rd. WB
60		Jharkhand Rd. WB
61		KedlaWashery Rd. WB-1
62		KedlaWashery Rd. WB-2
63		TAPIN North-2
64		PAREJ EAST-II
65		JHARKHAND -II
66		KUGP
67		Kedla OCP-2
68		Jharkhand OCP-3
69		Chainpur siding
70		Kedla washery WB-3
KATHARA AREA (13)		
71	KATHARA AREA (13)	KatharaWashery Rd. WB-1
72		SwangWashery Rd. WB-1
73		SwangWashery Rd. WB-2
74		Govindpur Rd. WB
75		Jarangdih FB Rd. WB
76		Jarangdih Rd. WB
77		Asnapani Rd. WB
78		KatharaWashery Rd. WB-2
79		GOVINDPUR -II(0 point)
80		GOVINDPUR -III (CheckPost)
81		SAWANG Colliery
82		Kathara OC
83		Jarnagdih-1

	KUJU AREA (12)		
	84	KUJU AREA (12)	Sarubera Rd. WB
	85		Ara Rd. WB
	86		Ara FB Rd. WB
	87		Topa Rd. WB
	88		Karma Rd. WB-1
	89		KujuHesagada Rd. WB
	90		Pundi Rd. WB
	91		KARMA- 2
	92		KUJU OCP -1
	93		Ara FB-2
	94		Pundi Rd. WB-2
	95		Topa Rd. WB-2
	NORTH KARANPURA AREA (12)		
	96	NORTH KARANPURA AREA (12)	Purnadih Rd. WB
	97		Rohini Rd. WB
	98		Churi OC Rd. WB
	99		KD(H)N Rd. WB
	100		ROHINI - II
	101		KDH - II (LEO)
	102		KDH-III
	103		DAKRA
	104		DAKRA -II
	105		PURNADIH - 1 (DIGITAL)
	106		JAMDIH (QUARRY-1)
	107		KDH-4
	PIPARWAR AREA (24)		
	108	PIPARWAR AREA (24)	Kalyanpur Rd. WB
	109		Piparwar CPP1 Rd. WB-1
	110		Piparwar CPP II Rd. WB-2
	111		Piparwar Mine Rd. WB-3
	112		Piparwar MineI Rd. WB-4
	113		Piparwar Mine Rd. WB-5
	114		Ashoka I Rd. WB--7
	115		Ashoka II Rd. WB--8
	116		PIPARWAR CHP-III WB-6
	117		PIPARWAR CHP-IV WB -7
	118		PIPARWAR CHP-IV WB -8
	119		PIPARWAR CHP-IV WB -9
	120		PIPARWAR CHP-IV WB -10
	121		RAY BACHRA-I Rd WB-1
	122		RAY BACHRA-II Rd WB -2
	123		ASHOKA-I
	124		ASHOK-II
	125		ASHOK-III (RFID)
	126		ASHOK -IV NEAR FB

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127		ASHOKA-V (RFID)
128		ASHOK -VI (NEARMINE)
129		RCM -I (RFID)
130		RCM -II (RFID)
131		KD old(portable)
RAJHARA AREA(4)		
132	RAJHARA AREA(4)	Rajhara Rd. WB *
133		Tetariakhar Rd. WB *
134		TETARIAKAR -1 (40 T)
135		TETARIAKAR -3(WT)
RAJRAPPA AREA (4)		
136	RAJRAPPA AREA (4)	Rajrappa Rd. WB
137		RajrappaWashery WB-1
138		RajrappaWashery WB-2
139		Near workshop
M&A Area(17)		
140	M&A Area(17)	AMRAPALI-1
141		AMRAPALI-2
142		AMRAPALI-3
143		AMRAPALI-4
144		AMRAPALI-5
145		AMRAPALI-6
146		AMRAPALI-7
147		AMRAPALI-8
148		AMRAPALI-9
149		AMRAPALI-10
150		AMRAPALI-11
151		AMRAPALI-12
152		AMRAPALI-13
153		MAGADH-1
154		MAGADH-2
155		MAGADH-3
156		AMRAPALI-14
Portable WB(5)		
157	WB-1	
158	WB-2	
159	WB-3	
160	WB-4	
PO OFFICE		
161	Argada	Argada UG Office
162		Sirka OC
163		Sirka UG
164		Gidi A
165		Gidi C
166		Religara
167		Gidi Washery

168		AFM Office, Argada	
169	Barka Sayal	Urimari UG & OC	
170		Birsa OC	
171		Bhurkunda OC & UG	
172		Sayal D UG & Central Saunda UG	
173		Saunda D UG	
174		AFM Office, Barka-sayal	
175		B&K	Kargali OC & UG
176	Bokaro OC		
177	Khasmahal OC & KSP Ph II UG		
178	Giridih		
179	Kargali Washery		
180	Dhori		Amlo
181		Dhori East U.G P.O	
182		SDQ 1 (Kalyani)	
183		SDQ 3 (Tarmi)	
184		Dhori Khas UG	
185		AFM Office Dhori Area	
186		Hazaribagh	Jharkhand OC
187	Tapin OC		
188	Parej(E) OC		
189	Kedla OC & UG		
190	Kedla Washery		
191	Kathara	Kathara OC	
192		Govindpur UG/Ph II OC	
193		Jarangdih OC & UG	
194		Swang UG	
195		Kathara Washery	
196		Swang Washery	
197		Kuju	Kuju UG
198	Pundi P.O		
199	Topa UG & OC		
200	Pindra UG		
201	Karma		
202	Sarubera UG & OC		
203	IWSP/Kuju Siding Office		
204	A.S.M. Office		
205	N.K		Churi UG
206			Dakra OC
207		KDH OC	
208		Rohini OC	
209		Purnadih OC	
210		A.S.M. Office	
211	Piparwar	Ashoka OC	
212		Ray Bachra UG	
213		Piparwar OC & CHP/ CPP	
214	Rajrappa	Rajrappa Po office	

M. Adil

Ranvir Singh

215		Rajrappa Washery
216	Rajhara	Rajhara OC *
217		Tetariakhar O/C *
218	Kolkata	Sales Office kolkata
219	Barkakana	CRS , AFM Office
220	M& A Area	Magadh PO office
221		Amrapali PO office
Rail Weighbridge		
222	Argada	Sirka CHP
223		Gidi A
224		Gidi A siding
225		Gidi(WS)
226	B&K Area	Phusro C/O Kargali
227		C.P.Siding Giridih
228	Barka-Sayal	Bhurkunda
229	Barka-Sayal	Patratu
230	Barka-Sayal	Saunda B
231	Dhori	Dhori East (Amlo)
232	Dhori	Tarmi-I
233	Dhori	Sel Dhori CHP(kalyani)
234	Hazaribagh	Chainpur
235	Kathara	Jarangdih-I
236	Kathara	Jarangdih-II(S-by)
237	Kathara(W)	Kathara(WS) CC
238	Kathara (W)	Kathara(WS) Mid
239	Kathara(W)	Swang(WS) Mid
240	Kathara	Sawang Washery II
241	Kuju	Kuju Siding
242	Kuju	N.R.Siding-I
243	N.K.Area	KDH-I
244	N.K.Area	KDO-I
245	N.K.Area	MGME-I
246	Piparwar	Ray-I
247	Piparwar	RCM-I
248	Rajrappa	Rajrappa(WS)
249	Rajharah	Tori Siding

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PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

SECURITY

To

.....

.....

Re: Bank Guarantee in respect of Contract No....., Dated..... Between
..... (Name of the company) and (Name of the
Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

[Handwritten signatures]

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

"The Bank Guarantee as referred above shall be operative at our branch at..... payable at....."

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)"

NOTE:- 1. The department shall ensure extension of guarantee period in case of extension of time.

- The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System(SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:**

Particulars of Beneficiary	Name	Central Coalfields Ltd
	Hqrs/Area	-----
	Department	E&T
	Bank A/C No.	10106155123
	Customer ID	80288731402
Particulars of Beneficiary's Bank	Name of Bank	State Bank of India
	Branch & Address	SME Branch, Doranda, Ranchi-834002
	SFMS/ IFSC Code	SBIN0009620

The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post (AD).