



Amendment No.  
000-22-2-03-15-174 B  
Dated- 16.01.2019



**CENTRAL COALFIELDS LIMITED**  
(Subsidiary of Coal India Limited)  
MATERIALS MANAGEMENT DEPARTMENT  
Darbhanga House : Ranchi 834 001  
(JHARKHAND)  
(PBX) 2360687/ 2360694 GM(MM)  
2361716  
FAX # (0651) 2360257/ 2360198  
Website: [www.centralcoalfields.in](http://www.centralcoalfields.in)



# **AMENDMENT**

No. 000-22-2-03-15-174 B (Vehicle Tracking System)

**BY E-MAIL/ REGD. POST**  
Dated: 16.01.2019

To,  
M/s. Orange Business Services India Technology Pvt Ltd.,  
15<sup>th</sup> Floor, Vishwaroop IT Park,  
Sector 30-A, Vashi  
Navi Mumbai- 400703.

मं प्र/जु ए दु/.....  
GM/E & T/ 89.....  
दिनांक/Date: 18/1/19.....

Telephone No- 022-61544736  
E-mail- [aftab.alam@orange.com](mailto:aftab.alam@orange.com)  
Mobile No. 09769937255

Sub: Amendment towards applicability of GST.

Ref:

1. CCL Service Contract No. 000-22-2-03-15-174 (Vehicle Tracking System) dated. 24.10.2014 and corrigendum vide 000-22-2-03-15-174 A (Vehicle Tracking System) dated. 17.11.2014 for setting up GPS based Vehicle Tracking System and RFID based Weighing Control System along with CCTV in CCL Command Areas on Service Charge basis for 5 years.
2. Your letter ref 18082018 dtd. 18.08.2018 and subsequent clarifications last being vide email dtd 08.11.2018, 12.11.2018 & 14.11.2018.

Dear Sir,

Inview of all taxes being subsumed under GST since 01.07.2017 as per GST Act 2017, the referred service contract is hereby amended to the following extent:-

## **1. Scope of Service Contract**

The scope of service contract amended due to applicability of GST on subject service contract shall be read as under instead of existing entry.

Sl No	Item description	Qty (A)	Exclusive of GST		Extended Total= Ax(B+ C x 60) (in Rs.)
			Unit OTC (B) (in Rs.)	Unit MR (C) (in Rs.)	
A.	GPS / GPRS based Vehicle Tracking System				
1	HQ Server (40% weightage)	2	-	7,911.00	9,49,323.20
2	Auto Scheduled LTO library (LTO 5/6 backup device with backup software (40% weightage)	1	-	16,230.00	9,73,826.00
3	Server for Proxy & LTO backup (40% weightage)	2	-	1,822.00	2,18,639.60
4	Area Server (40% weightage)	11	-	3,529.00	23,29,015.00
5	GPS/GPRS Tracker	2150	-	131.00	1,68,84,886.00
6	GIS Map of all areas	1	-	1,01,804.00	61,08,227.00
7	16 Port layer-2 managed switch including rack	2	-	1,603.00	1,92,321.9.

HOD(VTS/RFID)  
as per see  
16/01/19

16/1/19

8	Server Rack	1	-	1,042.00	62,532.54
9	Operator workstation (without monitor)	12	-	4,599.00	33,11,008.00
10	42" LCD screen (as workstation monitor)	12	-	1,498.00	10,78,402.00
11	Operator PC with 26" TFT monitor for RFID	1	-	2,151.00	1,29,058.10
12	A4 size laser printer	1	-	443.00	26,552.47
13	A3 size laser printer	1	-	2,229.00	1,33,749.30
14	52" LCD dashboard + MIS application for the dashboard	1	-	2,456.00	1,47,381.70
15	Online UPS 5KVA with 4 hrs backup	1	-	11,635.00	6,98,083.10
16	Surge protection devices (SPD)	1	-	844.00	50,611.03
<b>B. RFID with CCTV based Weighing Control and Monitoring System</b>					
1	HQ Server (60% weightage)	2	-	11,867.00	14,23,985.00
2	Auto Scheduled LTO library (LTO 5/6 backup device with backup software (60% weightage)	1	-	24,346.00	14,60,739.00
3	Server for Proxy & LTO backup (60% weightage)	2	-	2,733.00	3,27,959.50
4	Area Server (60% weightage)	11	-	5,293.00	34,93,522.00
5	RFID Tags	4350	-	2.00	5,03,269.00
6	RFID reader with application software	112	-	2,668.00	1,79,30,996.00
7	Boom Barrier	112	-	2,773.00	1,86,33,641.00
8	Traffic Signal	112	-	742.00	49,88,959.00
9	IP Fixed CCTV Camera	112	-	1,727.00	1,16,06,355.00
10	16 Port layer-2 managed switch including rack (weighbridge)	112	-	1,603.00	1,07,70,027.00
11	Online UPS 2KVA with 4 hrs backup	112	-	3,927.00	2,63,87,542.00
12	Surge protection devices (SPD)	112	-	1,087.00	73,04,347.00
13	RFID writer with application software	52	-	3,191.00	99,57,438.00
14	Interactive UPS 1 KVA with 4 hrs. backup	52	-	247.00	7,71,381.90
15	Operator PC with 18.5" TFT monitor	164	-	1,621.00	1,59,54,019.00
16	Dot Matrix Printer	164	-	375.00	36,88,156.00
17	Server Rack	11	-	1,042.00	6,87,858.00
18	16 Port layer-2 managed switch including rack	22	-	1,603.00	21,15,541.00
19	A3 size Laser printer	11	-	2,229.00	14,71,242.00
20	Operator PC with 26" TFT monitor for RFID	11	-	2,151.00	14,19,639.00
21	8 Channel NVR with 6 TB storage & 26" Monitor	3	-	9,391.00	16,90,396.00
22	16 Channel NVR with 12 TB storage & 26" Monitor	8	-	12,121.00	58,18,197.00
23	Online UPS 5KVA with 4 hrs backup	11	-	11,635.00	76,78,914.00
24	Surge protection devices (SPD)	11	-	844.00	5,56,721.30
<b>C. Minimum Infrastructure and Services</b>					
1	Area Control Room	1(Part)	18,13,203.00	NA	15,41,652.00
3	Installation & Commissioning	1	1,89,75,929.00	NA	1,89,75,929.00
4	Insurance Cost	5	6,32,107.00	NA	31,60,537.00
5	Training as per clause no. 6.0 of NIT	1	4,40,709.00	NA	4,40,709.00
6	Engineer/Supervisor/Technician for support for 5 years	12	NA	71,525.00	5,14,97,942.00
7	SIM Charges (as per software solution dealt in B.2) on private APN and Private IP for 5 years	2150	NA	63.00	81,21,638.00

E.	Miscellaneous				
1	c. SIM Card with SMS pack (to be used with SMS modem)	1	4,15,526.00	NA	4,15,526.00
	d. UTP/Fibre/Power cabling at weighbridge and project office	164	6,925.00	NA	11,35,770.00
	e. Patch cords for Workstation & PCs	187	208.00	NA	38,852.00
Sub-Total (in Rs.)					27,52,63,017.00
GST @ 18% (in Rs.)					4,95,47,343.06
Grand Total (in Rs.)					32,48,10,360.06

Accordingly, the total contractual value is revised to **Rs. 37,92,92,111.10** (Rupees Thirty Seven Crore Ninety Two Lakhs Ninety Two Thousand One Hundred Eleven and Paise Ten only) only for a period of 5 years inclusive of applicable GST.

2. **Charges (Clause 2.1 of Original Service Contract):** The Unit OTC and Monthly Service Charges (inclusive all) mentioned in the service contract shall remain firm during the currency of the service contract. The above prices are inclusive of all taxes (except GST) either Central or State or any other tax, in whatever name called, applicable to the instant contract.

3. **Goods & Service Tax (Clause 2.2 of Original Service Contract):** The original clause stands cancelled in view of all taxes being subsumed under GST since 01.07.2017 and shall be read as follows:

Service Tax (In case tax invoice already raised before subject amendment)/GST shall be reimbursed on One Time Charges (OTC) and Monthly Service Charge, against submission of original Challan as proof of payment and self declaration that the same has been actually paid and not claimed anywhere else. Input Tax credit shall be availed by the Paying authority on GST paid as per laid down provisions. The present rate of GST is @ 18 %.

GST shall be paid extra as legally applicable within stipulated delivery period against documentary evidence for invoices raised on or after 01.07.2017. Current rate applicable is 18%.

The firm shall raise GST compliant invoice enabling CCL to avail Input Tax Credit as per GST rules. In the instance Input Tax Credit is not made available to CCL the same shall be deducted from their (seller's) bills.

The current GST rate of 18 % will be applicable under the following HSN/SAC Codes as confirmed by the firm.

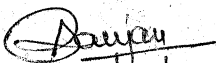
Product Descriptions		HSN Code	GST Rate
OTC	Area Control Room with Furniture and fixtures	9954	18%
	Installation & Commissioning	9983	18%
	Insurance Cost	9971	18%
	Training as per clause no. 6.0 of NIT	9983	18%
	SIM Card with SMS pack (to be used with SMS modem)	9984	18%
	UTP/Fibre/Power cabling at weighbridge and project office	8517	18%
	Patch cords for Workstation & PCs	8517	18%
		SAC Code	
MRC		9973	18%

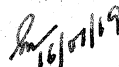
The HSN code applicable on the pending work items is as mentioned above. The GST invoice should clearly indicate the HSN/SAC code for the ordered item.

The GST Registration Number applicable for the service contract to be executed by you, shall be mentioned in the GST invoice is: **20AALCS0027K1ZN** along with CCL GSTIN- **20AAACC7476RHZT**.

4. **Sales Tax (Clause 2.3 of Original Service Contract):** The original clause stands amended in view of all taxes being subsumed under GST since 01.07.2017 as per GST ACT 2017 and shall be read as follows:

CCL shall only be liable to reimburse the amount of CST/VAT/GST if any, payable by the project implementer on transfer of ownership as per clause 7.9, which is leviable on the consideration amount i.e. One month service charge. However, if in future the project implementer is burdened with any further amount of GST or any tax whatsoever on such transfer, the same shall be borne by the Project Implementer only and CCL shall not be liable to reimburse the same.

  
16/01/19



5. **Taxes & Duties (Clause 2.4 of Original Service Contract):** The contractor shall be liable and pay all-Indian taxes, duties, insurance levies etc. but exclusive of GST lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies, taxes, insurance and income tax etc. lawfully assessed against the contractor for his personal income and property only.

6. **Submission of Bills (Clause 8.0 of Original Service Contract):**

Your bill in triplicate duly stamped and pre-receipted with signatures and seal of company for payment should be sent to the paying authority for arranging payment after normal procedure as under.

- a) Your bill for 80 % of one time charge after delivery of all items of each area along with Certified copy of receipted Challan.
- b) Your bill for balance 20 % payment for one time charge (OTC) after successful commissioning of the project duly certified by the Project Coordinators of each area and further certified by the Chief Project Coordinators located at CCL HQ.
- c) Your bill for Monthly Service Charges should be raised after the end of each month along with the Performance Certificate(in duplicate) duly certified by the designated Project Coordinators of each area and further certified by the designated Chief Project Coordinators located at CCL HQ.

The Bill/ Invoice raised for One Time Charge(OTC) as well as Monthly Service Charge payable should contain all the information as required under GST ACT 2017 rules. The invoice must be serially numbered and must contain the following information:

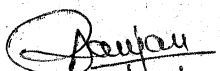
- The name, address and the registration number of the system provider.
- The name and address of the person receiving the taxable service (i.e. CCL)
- Description, classification and value of taxable service provided or to be provided.
- The GST payable thereon.

CCL will avail INPUT TAX CREDIT on payment of applicable GST if any. Project implementer will have to submit necessary document to enable CCL to avail INPUT TAX CREDIT.

Certificate indicating that "Prices charged are not higher than those applicable to other Govt. Deptt./Undertaking/DGS&D must be furnished along with bills.

While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017 as follows:

- a) The Tax Invoice raised by the supplier against the services rendered on or after appointed day must be in compliance of relevant GST Acts, rules & notifications made there under and should bear the GSTIN 20AAACC7476RHZT of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.
- b) 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& SGST , or IGST and GST (Compensation to State Cess) reflected in the invoice.
- c) 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 and 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.
- d) 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.
- e) 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.

  
16/01/19

  
16/01/19



- f) 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.
- g) 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.
- h) Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.
- i) **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 rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.
- j) 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.
- k) 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.
- l) In reference to relevant tax clause of bid document regarding payment / recovery on account of any new increase / decrease in tax, the provisions under GST (CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government) shall become applicable in the contract.
- m) If any of the taxes existing before 01.07.2017 which were included in the price quoted in tax regime before 01.07.2017 against which the Input Tax Credit (ITC) was not available and the bidder/contractor is now eligible for ITC under GST, then the benefit shall be passed on to CCL through reduction prices as per the anti-profiteering clause of CGST/SGST/UTGST Act.
- n) As last date of filing of GST return for the year 2017-18 (i.e. 31.03.2018) has already lapsed and hence Input Tax Credit for this period will not be available. In case the service provider has raised any GST Invoice for the period 2017-18, which has not been paid, will not qualify for availing Input Tax Credit. In case the firm is not at fault, necessary competent approval needs to be obtained for payment of GST amount as the same will be additional/extra cost to the company.

**7. Performance Bank Guarantee: (Clause 9.0 of Original Service Contract)** is to be read with the following addendum):

As per amendment on the Service Contract due to GST applicability, a PBG (**Rs. 3,79,29,212.00**) amounting to 10% of the revised/amended service contract value (**Rs. 37,92,92,111.10**) need to be deposited.

The firm has already submitted PBG amounting to **Rs 3,63,12,610.00** vide BG no 160646IBGP00202 dtd 16.09.2016 as per the original work contract stipulation towards the satisfactory performance of the system & contract, valid till 29.08.2021.

Hence, the firm needs to increase the value of PBG submitted by **Rs. 16,16,602.00** taking the total effective PBG value to **Rs. 3,79,29,212.00** with validity extended up to 30.05.2023 (Service contract end date).

"The Bank Guarantees (BG) issued by Issuing bank on behalf of the supplier/s in favour of "Central Coalfields Ltd" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform are furnished below:

Particulars of Beneficiary's bank	Particulars of Beneficiary	Name	Central Coalfields Ltd
		Hqrs/Area	Hqrs
		Department	Materials Management
		Bank A/C No	10106155123
		Customer ID	80288731402
		Name of Bank	State bank of India
		Branch & Address	SME Branch, Doranda, Ranchi-834002
		SFMS/IFSC Code	SBIN0009620

*[Signature]*  
16/01/19

*[Signature]*

Dated- 16.01.2019

Original copy of the Bank Guarantee issued by the Issuing bank shall be sent by the issuing bank to the Procurement Entity, Central Coalfields Ltd".

In case the validity period of the above Bank Guarantee needs extension the same shall be extended for a minimum period of three (03) months. The PBG will be released after successful completion of Performance guarantee period/criteria. For unsatisfactory performance and/or contractual failure, the Performance Guarantee shall be forfeited.

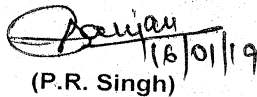
The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should be mentioned on the Bank Guarantee.

Rest of the terms within the original service contract remains unchanged.

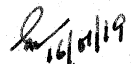
Any other statutory variation will be applicable as per Govt. rules.

This issues with the approval of the Competent Authority.

Yours faithfully,  
For & on behalf of **CENTRAL COALFIELDS LIMITED**

  
(P.R. Singh)

Deputy Manager (Purchase)

  
(S.P. Narayan)  
Chief Manager (Purchase)

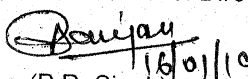
**Copy forwarded to:-**


1. The GM(MM-Purchase/HOD) /GM(E&T)/(S&IC)/(System)/CM(F-P&P), CCL , Ranchi.
2. The CGMs/ GMs, CCL, Argada,/ B&K/ Barka Sayal/ Dhori/ Hazaribagh/ Kathara/ Kuju/ N.K./ Piparwar/ Rajhara/ Rajrappa/ Barkakana
3. Depot Officer Argada,/ B&K/ Barka Sayal/ Dhori/ Hazaribagh/ Kathara/ Kuju/ N.K./ Piparwar/ Rajhara/ Rajrappa/ Barkakana
4. The General Manager (Finance), CCL, Darbhanga House, Ranchi  
Subsequent to amendment of Service Contract, the additional budget required for **Rs. 1,61,66,050.40** over and above the original budget certification (Rs 4.00 Lakhs), on the above mentioned order has been provided / certified against RB 2018-19 vide Fund Certification No.- D/O/F/B.C./ GPRS.RFID.CCTV/ R.B 2018-19/256/05/94601354(1359) dtd. 09.01.2019.
5. The Sr. E.S to CMD/TS to DT(O) /D(F) / D(T)(P&P), GM (MM-P), CCL, Ranchi.
6. General Manager (MM), SECL/WCL/BCCL/NCL/ECL/MCL/NECL/CMPDIL.
7. Progress Cell (M.I.S.) Cell / Master File / Guard File.

**The independent External Monitor for Integrity Pact for this contract:**

**DR. B.P. Nilaratna, D-11/15, Pandra Road, New Delhi-110 003. Email: dr.b.p.nilaratna@gmail.com**

This issues with the concurrence of the GM(Fin-A)vide FT no. 1692 dtd 01.01.2019 and subsequent approval of the Functional Directors.

  
(P.R. Singh)  
Deputy Manager (Purchase)

  
(S.P. Narayan)  
Chief Manager (Purchase)