

भारतकोकिंगकोललिमिटेड एकमिनीरत्नकंपनी (कोलइंडियालिमिटेडकीएकअनुषंगीइकाई) सामग्री प्रबंधन विभाग कोयलाभवन, कोयलानगर धनबाद-826005, CIN :U10101JH1972GOI000918 कमर्शियलब्लॉक L-III, फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181		Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department KoylaBhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918 Website :www.bcciweb.in Email. Id: gmmm.bccl@coalindia.in
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PO No- BCCL/PUR/112014/COMP HW-SW-SERVER/2020-21/108

Date: 12.03.2021

To,

M/S WEBEL Technology Ltd.

Plot 5, Block BP, Sector-5,

Salt Lake, Kolkata-700091

Vendor Code: 1/12/M/P/006

SUB: Rental Contract with reduced infrastructure for two years for BCCL centralized server

- REF: 1. Our Contract No. BCCL/PUR/112014/COMP HW-SW-SERVER/12-13/211 Dated 08.02.2013
2. Extension to above contract vide BCCL/PUR/112014/COMP HW-SW-SERVER/12-13/211/ Extension A Dated 28.06.2019
3. 2nd extension to above contract vide BCCL/PUR/112014/COMP HW-SW-SERVER/12-13/211/ Extension B Dated 23.09.2020
3. Correspondences by GM system latest being 12.11.2020
4. Your several letters latest being dated 26.11.2020.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby conclude rental contract with you for a period of 24 months from 01.11.2020 to 31.10.2022 or till ERP is implemented in BCCL, whichever is earlier at the following rates, terms and conditions:

Scope of Work: You shall maintain the existing Servers, related computer hardware/software and peripherals as specified in the earlier Order no BCCL/PUR/112014/COMP HW-SW-SERVER/12-13/211 Dated 08.02.2013.

A) Total Value of Rental Contract:

SL	Item Description in brief(Tech Specs.as given in the annexure-II of Order no 211 dated 08.02.2013)	UOM	Qty.	monthly rent exclusive of GST/month(Rs)
1	DB/Application Server	Set	4	₹ 1,32,104.00
2	SAN Storage	Set	2	₹ 1,39,532.00
3	SAN Switch	Set	3	₹ 65,943.00
4	External LTO Tape Library	Set	0	₹ 0.00
5	Backup server & Backup S/W	Set	1	₹ 92,046.00
6	Modular cooling rack for servers	Set	2	₹ 1,45,981.00
7	Unified Threat Mgt.System	Set	2	₹ 23,174.00
8	Network switch	Set	6	₹ 31,760.00
9	on-line UPS	Set	4	₹ 35,894.00
10	Administrative Console	Set	1	₹ 5,371.00
11	Line Matrix Printer	Set	2	₹ 21,474.00
12	MF Cobol runtime	Set	0	0

SL	Item Description in brief(Tech Specs.as given in the annexure-II of Order no 211 dated 08.02.2013)	UOM	Qty.	monthly rent exclusive of GST/month(Rs)
13	ORACLE Database software	Set	2	
14	Server infra & DB Mon SW	Set		₹ 5,98,772.00
15	other accessories	L.S.		₹ 0.00
	Total rent Payable per month without GST			₹ 12,92,051.00
	GST@18%			₹ 2,32,569.18
	Total Monthly rent Payable			₹ 15,24,620.18
	Total Rent Payable for 24 months			₹ 3,65,90,884.32

ROUNDED OFF TO Rs 3,65,90,884/-

Total Landed Rental value shall be (Rs. Three Crores, Sixty Five Lakhs, Ninety Thousand, Eight Hundred and Eighty Four only)

1. **GST:**

- GST shall be paid extra as legally applicable. Present rate is @18% as indicated above
- The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
- You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.
- GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

2. **PERFORMANCE BANK GUARANTEE(PBG)[in SFMS mode as per format enclosed]:**

You have to submit fresh PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of contract period i.e. valid up to 31.01.2023 for 10% value of the contract (by adding GST etc.) and submit to MM Division, BCCL, KoylaBhawan on or before 15 days from issue of this order. The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

The Performance Bank Guarantee shall be released after fulfilment of all contractual obligations stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee

[Handwritten signature]

[Handwritten signature]

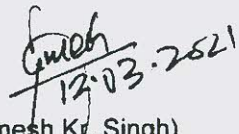
This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

All other terms and conditions shall be applicable as per earlier Purchase Order no. BCCL/PUR/112014/COMP HW-SW-SERVER/12-13/211 Dtd 08.02.13 and NIT.

This issues with approval of competent authority.


(Sonu Gupta)
Dy. Mgr. (MM)

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited


(Ramesh K. Singh)
CM (MM)

BC & FC no. & date.

e.BC.No :

For FY-2020-21

- BCCL/Rev/2700/20-21/Hire Charges Computers/2348 dtd. 23.12.2020 of Rs. 76,23,101/-
- eFC no BCCL/Rev/HOD(Pay)/ I/L/EFC/20-21/Rev/2700/Hire Charges Computers/2637 dtd. 22.02.2021 of Rs. 76,23,101/-

Advance Revenue Budget under head Hire charges for computers(including GST) communicated vide Ref no BCCL/FIN(C&B)/21/D/352 of HOD(F) C&B dated 10.02.2020

- For FY2021-2022- Rs1,82,95,442/-
- For FY 2022-2023- Rs 1,06,72,341/-

Copy to:

1. GM (System), BCCL- with a request to get the advance revenue budget regularized in the revenue budget of the respective years and it must be proposed in respective year's revenue budget.
2. HOD(Pay) I/C
3. Office copy/Master Copy
- ✓ 4. MM, Tech Cell
5. M/S Minesource India Pvt Ltd. 34, Chittaranjan Avenue, Kolkata-700012(Coal Sector Business partner to M/S WEBEL and responsible for execution of contract)





ANNEXURE - G

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----dt.-----
----- (hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the given.----- (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The ----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We, ----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller 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 purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----

3. We, ----- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- (date to be given ----- period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, (Name of the Bank) further agree with the purchaser, that the purchaser, shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser, against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. 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 this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We, ----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. The Bank has under its constitution power to give this guarantee and Mr. ----- Manager, who has signed it on behalf of the Bank has authority to do so.

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

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :
Name of the Branch :
Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode platform are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196

platform is furnished below:

Date ----- Day of ----- 20
For ----- Bank

Signature of the authorised person
for and on behalf of the Bank

Emp. Code.