



## BHARAT COKING COAL LIMITED

( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

**Under jurisdiction of Dhanbad Court  
and Jharkhand High Court only.**

### WORK ORDER

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/300000/Coal net Maintenance/11-12/34/175

Date: 09.11.2011

To

M/s CMC Ltd.,  
28 , CAMAC STREET ,  
KOLKATA - 700016  
FAX – 033 – 22878058

**(Vendor Code – 1/03/M/P/010)**

Sub: Coal net Maintenance support at BCCL for a period of 2 years or till ERP is implemented at BCCL whichever is earlier.

Ref: i. BCCL E-Tender No: BCCL/ Pur/300000/Coal net Maintenance/11-12/34Due & opened on 04.08.2011.

ii. Your offer against above E-tender .

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **WORK ORDER** on you for Coal net Maintenance support at BCCL for a period of 2 years or till ERP is implemented at BCCL whichever is earlier at the following rate, terms and conditions:

#### **1. SCOPE OF SUPPLY:-**

S.No.	Name of theModule	No. of Support Manpower	Monthly Rate per person	Total Monthly Maintenance Cost
1	Payroll	3	47050.00	141150.00
2	Finance	2	47050.00	94100.00
3	Road Sale	2	47050.00	94100.00
4	MMS	1	47050.00	47050.00
5	PIS	1	47050.00	47050.00
6	Project Manager	1	106394.00	106394.00
7	Database &AS support	1	80456.00	80456.00
	Total	11		610300.00

	Service Tax @ 10%			61030.00
	Edu.Cess @ 2% of ST			1220.60
	H.Edu.Cess @ 1% of ST			610.30
	Total Tax			62310.90
	Total Monthly Cost including Taxes			<b>673160.90</b>
	Total Cost for 24 mths			<b>16155861.60</b>

**Total Contract value : Rs. 16155861.60 rounded off Rs 16155862.00( Rupees one Crore Sixty one Lakh Fifty Five Thousand Eight Hundred Sixty Two only)**

**Monthly Manpower Charge**

S.N	Manpower	No. of Manpower	Rate per month per head (Rs.)
1	Project Manager	01	106394.00
2	Database Administrator	01	80456.00
3	Programmer /Maintenance Support Engineer	09	47050.00

**2. Security Deposit :** You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges) without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of contract. The validity of BG will be up to completion period of contract including the extended period. If the successful tenderer fails to deposit the security deposit within 30 (Thirty) days from the date of contract, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. **The Security Money shall be refunded, without any interest, within 30 days of satisfactory execution of contract and submission of Performance Bank Guarantee . For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited.** The Bank Guarantee should be submitted on **Rs.250/-** non-judicial stamp paper as per the enclosed format at enclosed **Annexure-F**.

**3. PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Guarantee equivalent to 10% of the total value of the contract for the faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as **ANNEXURE-“G”** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be valid till the expiry of twenty four months plus sixty days, after issue of final acceptance certificate, the same shall

have to be submitted to MM Division, BCCL, Koyla Bhawan . All the costs in this respect shall have to be borne by the contractor. No interest will be paid on any guarantee money. In event of failure to fulfil the contract requirement, the company will be at liberty to forfeit the said amount without prejudice and other rights and remedy.

**4. Firm prices:** The prices/Rate are **FIRM** during the Contract period.

**5. Price Certificate:** You shall have to submit a price certificate in all your invoices in the following format.

‘It is certified that the price(s) indicated in this invoice is/are not higher than the price(s) charged to other Govt organization/Public Sector Undertaking/Private Organisations’.

**6. Payment Terms:**

Payment shall be made by BCCL on monthly basis with effect from the date of commencement of work by the successful bidder. For facilitating payment through electronic methods, the bidder shall furnish details of the bank account in the prescribed format given in Annexure-D.

Payment shall be made on monthly basis against bill in triplicate and based on previous month's performance certificate as per Annexure-III duly signed by GM (Systems) BCCL which will be enclosed along with the bill as per PRICE BID-A after deducting penalty, if applicable as per clause 6 of Annexure "B". GM (Systems) BCCL will be the performance certifying authority. Performance certificate is not needed for the release of payment for the first month, but commencement report should be attached.

All charges specified in the agreement shall be billed by successful bidder and such charges shall be payable by BCCL within 21 days from the date of receipt of the bills

Disputes regarding payment if any shall be resolved during monthly meeting between BCCL and successful bidder.

**7. Paying Authority:** The paying authority is FM(Pay), BCCL (HQ), Dhanbad.

**8. Penalty:**

**i).For Maintenance support :**

In case, any core module at a location does not function due to non-availability of maintenance support for more than eight working hours, you will be liable to pay 1% of the monthly support maintenance charges of that core module for that location for every such occasion, subject to a ceiling of 5% of such monthly fees for that location. While calculating the support maintenance charge of that module, only the monthly charges of category-III support engineers for that module will be considered. Moreover, the module cannot be declared unavailable for non-completion of additional new reports & queries. To address the 'module non-functioning issue', successful bidder may reallocate support engineer from nearby location with due concurrence of GM (Systems) BCCL, and in such case the absence of engineer of that nearby location will not be considered.

**II).For Manpower :**

If you fail to provide manpower of a specified category as mentioned in the scope of work up to seven working days in a month, the specified manpower charge shall be deducted on pro-rata basis for the period of absence. However, relaxation of initial two days will be allowed for replenishment, provided at least 80% engineer remain available in a location having deployment strength of engineers more than one. However, if period of absence exceeds consecutive seven working days and adequate substitute is not provided, penalty shall be imposed at double the specified rate for category manpower charges on pro-rata basis for the period of absence.

**9. FORCE MAJEURE CLAUSE:** Your responsibility to maintain the application in running condition is subject to :

a)The non-occurrence of any event beyond the reasonable control of successful bidder including but not limited to act of god or public enemy or government authority confiscation of facilities, act of war or threatened war, hostility or rebellion or sabotage or damage resulting from fire, flood, explosion, accident, riot, lockouts, strikes or other concerted act of workmen, direct or indirect, and inability to obtain materials on the part of the successful bidder.

b)The non-occurrence of any event occasioned by fault or negligence of the customer, his agents or his employees or by causes external to the computer system and/or application such as but limited to, power failure or fluctuation, or air-conditioning failure or by customer's failure to maintain the site specifications as recommended or improper/wrong data feeding while running the application.

c) Performance by the customer of his obligation under the agreement.

**10. Termination of contract:**

i)Either party can terminate the agreement with three months notice in writing for non-performance of any of the articles of this agreement by other party or for any other reasons.

ii)In the event of termination of agreement for any reasons, or in the event the successful bidder is discharged of its obligations as per the provisions of the agreement, no sum other than the amounts outstanding towards balance committed period ( i.e three months from the date of termination notice served provided service was rendered) under this agreement shall be payable by the customer.

**11. Risk Purchase Clause:-** In the event of failure of the contractor to provide maintenance support under this contract within the stipulated date/period of the order, or in the event of breach of any of the terms and conditions mentioned in the order, Bharat Coking Coal Ltd shall have right to procure such maintenance support from elsewhere after due notice to the defaulting contractor at the risk and cost of the defaulting contractor. In the event of failure of contractor as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any contract pending in BCCL.

**12. PRICE FALL CLAUSE –** The price offered for the items under this contract by the contractor shall in no event exceed the lowest price at which the contractor provides such maintenance support or offers to provide maintenance support of identical description to any other organisation during the pendency of the Contract.

If at any time, during the Contract, period, the contractor reduces the price of such maintenance support or offers to provide such maintenance support to any other organisation at price lower than the price chargeable under this contract, he shall forthwith notify to General Manager (System) of BCCL and the price payable under this contract for maintenance support provided after the date of coming into force of such reduction, shall stand correspondingly reduced.

**13. Period of Contract:** Two years from commencement of work or till new ERP is implemented whichever is earlier. Commencement of work should be within one month from the date of work order.

**14. Manpower Requirement:**

A.The types of Manpower and their qualification and experience which will be required for this project is mentioned below. You will provide manpower accordingly for execution of the project.

Type-I: **Project Manager** should possess minimum B.E. / B. Tech. degree with minimum 5 (Five) years experience in ERP/ IT Projects. He shall be posted at the BCCL HQ. He will be responsible for the entire project at various locations of BCCL or its Areas.

Type-II: **Data Base Administrator (DBA)** should possess minimum B.E. / B.Tech / MCA degree with minimum 3 (Three) years experience in RDBMS implementation and experience. He should be Oracle Certified Professional. Only 1 (one) DBA will be required for BCCL. He shall be posted at the BCCL HQ. He shall have to look after all the Areas / locations under BCCL.

iii)Type-III: **Programmer / Engineer** should possess minimum B.E. / B.Tech / MCA degree with minimum 1 (One) year experience in 3-tier application development with Oracle, IDS and Java environment in ERP type application. Estimated number of Type-III Programmers / Engineers required for BCCL will be 9 (Nine) or more / less. They will be posted at BCCL-HQ but they may be required to visit Areas as per requirement.

You should take care of the manpower on account of resignation, leave etc.

B. List of the personnel, with qualifications as mentioned above, to be posted at various locations of BCCL and its Areas, is to be furnished by you before commencement of the contract.

C. BCCL shall have right to increase or decrease the manpower, as per requirement during the contract period at a short notice, from committed manpower on temporary basis. In such case payment shall be made on pro-rata basis.

D. In case the BCCL is not satisfied with the performance of the manpower deployed, you shall have to replace such manpower at a short notice.

#### **15. Scope of Work:**

To provide Software Maintenance support, for two years or till new ERP is implemented at BCCL whichever is earlier, for customized ERP named CoalNet Application Software which is presently running at different locations of Bharat Coking Coal Limited. The package is developed on (i) Oracle Database 9i or higher version at Back End, (ii) Oracle Application Server 9i or higher version using Java, JSP, Report server (IDS) at Middle Tier and (iii) Internet Browser in Front End. The job includes deployment / posting of qualified and experienced engineers at different sites as per the requirement of this Project. Details of the works, to be performed by the personnel deputed by the successful bidder, are as follows:

##### **A. Details of Work:**

i) Implementation and maintenance of CoalNet Application package at BCCL HQ and at its different Area offices on 'as-is-where-is-basis'. The job includes maintenance & implementation of various modules of CoalNet Software Application packages viz. Payroll, Personnel Information System, Finance, Online Materials Management System, Sales & Marketing (Road Sales Module) etc.

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

iii) Development of new forms & reports of various modules as needed from time to time as required by GM (Systems) of BCCL HQ and its Areas.

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

v) Tuning the database for optimal performance.

vi) Module version control of CoalNet Application Software.

vii) Debugging & fixing of problems arising during operation of the applications.

viii) Documentation of CoalNet Application

ix) Hand-holding / training of the end-users and systems personnel.

##### **B. Your detail role and responsibilities:-**

a) You will maintain the Application on 'as-is-where-is-basis' at sites, so as to ensure its effective day-to-day operational usage. The job includes support maintenance to the application related modules at BCCL and various sites as per Annexure-II. Annexure-I depicts the number of locations where different application modules to be maintained in BCCL at its HQ and various sites. Annexure-II depicts the status of different application modules to be maintained in a location.

b) You will incorporate changes in the Application, if desired by Customer, provided such changes are in the scope of Application at its current form of implementation at Sites without causing any development of the Application. Upgrades of the Application are not under the present scope of current support maintenance. If desired by the Customer, the bidder may undertake such development, customization and implementation of any future updates, upgrades of Application at a mutually agreed rates and terms & conditions.

c) Incorporation of changes in business logic and processes, which requires modifications of major portion of database structure, is not in the purview of maintenance & support job. The issue of major modifications of database structure and business logic will be resolved in the review meeting with GM (Systems) BCCL. However, if it is imperative, it will be treated as additional task and man days required for development & implementation and terms & conditions will be decided in the review meeting between the successful bidder and GM(Systems) BCCL. However, addition, deletion, modifications of fields / structure in transient tables and small changes in business logic i.e., minor modifications have to be within the purview of the support maintenance contract for smooth operations of the Application modules for day-to-day basis.

d)Considering the volume of investment in the project, if GM (Systems) BCCL desires, the successful bidder may undertake the maintenance of modules which are implemented earlier but not in running condition now. In such case, a joint committee, consisting of GM (Systems) BCCL or his representative and the successful bidder, will assess the feasibility of making the module running. If both the parties agree, the successful bidder will initiate the revival of the module within reasonable time and once it is put into running condition, the successful bidder will maintain the same henceforth at the rate mentioned in PRICE BID-A (support engineer man-month wise ) / PRICE BID-B (module maintenance charge per month wise). However, the maintenance/support charge will be claimed from retrospective effect i.e., from the date of initiation of revival of the module. Accordingly the Annexure-I & Annexure-II will be updated to include the said module in maintenance. GM (Systems) BCCL will be competent authority to decide regarding such cases during the tenure of this agreement. However the entire activity has to be confined within the contractual period of 24 (twenty four) months of that Area / location.

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

f) You shall generate additional reports and modify existing reports & queries, as per user's requirement, provided these are compatible with the existing database structures. However, the number of additional reports & queries in a module to be generated in 24 months duration will be restricted up to the limit of 10% of the number of existing reports & queries at the time of commencement of this agreement. This restriction may be relaxed in case of extremely urgent cases subject to concurrence of GM (Systems) BCCL.

g) You shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.

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

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

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

k) You will not be responsible for data entry / handling and data integrity. You will try to identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission.

l) Any interface software routines by which data is populated from other system to CoalNet Application Software, you will provide the support maintenance to the interface as long as it is compatible with the database structure of CoalNet Application Software.

- m) You will document all the changes incorporated in the application software and also improve the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.
- n) You and your manpower deployed and involved in support maintenance of the Application System shall maintain confidentiality of data, logic or any other matters related to the company on their part.

#### **16. Other Terms and Conditions:**

The requirement of number and category of support personnel to be deployed in BCCL HQ & site offices for the support maintenance will be decided as per Table-I & II in Annexure-IV and clarifications given therein.

The need for additional support personnel, if desired by the GM (Systems) BCCL, in subsequent time during the contract period will be decided mutually between the successful bidder and GM (Systems) BCCL.

Reduction in support personnel is generally not envisaged during the contract period. Should there be any pressing circumstances towards reduction of support personnel manpower strength deployed at site, such decision shall be taken at the next review meeting with GM(System) BCCL.

You will have the right to take assistance / professional inputs from their Technology Associates / Business Partners maintaining its overall accountability to the BCCL. The successful bidder may be required to depute qualified manpower with specific domain knowledge under a short notice and with small lead time, for which you will have the right to hire appropriate manpower and seek other assistance from its Technology Associates / Business Partners. However, the successful bidder will be solely responsible to BCCL for the contractual obligations in all respects.

Project Manager posted by you at BCCL under the work will be your whole-time employee and should not be hired from Technology Associate / Service Provider.

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

You shall make your own arrangements for transportation of their men and materials to the work-site / location at their own cost. However, BCCL HQ and its different areas may provide accommodation, if available, to their resident Project Manager, Database Administrator and Programmer / Support Maintenance Engineers as per normal rules / charges existing at that point of time.

#### **17 Maintenance Service Availability:**

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

#### **18.Support Maintenance Charges:**

- i) BCCL shall be liable to pay the charges, as per rate mentioned in PRICE BID-C per month per module (considering all sites of BCCL together) plus Service Taxes & Educational Cess as applicable for the maintenance support to the various modules of Application rendered by the successful bidder as per Annexure-I & II during the principal period for 24 (twenty four) months.

- ii) BCCL shall be liable to pay the support charges for RDBMS & AS , as per rate mentioned in PRICE BID-B per month plus Service Taxes & Educational Cess as applicable during the principal period for 24 (twenty four) months.
- iii) BCCL shall be liable to pay the support charges for Project Management, as per rate mentioned in PRICE BID-B per month plus Service Taxes & Educational Cess as applicable during the principal period for 24 (twenty four) months.
- iv) BCCL shall be liable for payment of Service Tax, Educational Cess or any other statutory taxes, duties and levies imposed by the Central and/or State Government and/or Local Bodies, and as applicable from time-to-time on such maintenance support as arise from the implementation of this work.
- v) If any Taxes, Duties are decided as payable with retrospective date by any statutory authority and if the same are paid by the successful bidder, the customer shall reimburse the same to successful bidder.
- vi) BCCL shall pay directly to OEMs towards the renewal of Software license fees of O.S. (Operating System), RDBMS, AS etc and also for the deputation of OEM's expert for any expert service rendered by them.

19 Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies should be submitted to the Paying Authority through GM(System) Koyla Bhawan only.

**17 ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd.

(L K Jha)  
. CM(MM)

Enclosed :

- 1. ANNEXURE – I
- 2. ANNEXURE –I I
- 3. ANNEXURE – III
- 4. ANNEXURE – IV
- 5. ANNEXURE – “F”
- 6. ANNEXURE – “G”



# INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt.
Indent of EDP, HQ	<p>i) Budget for Rs 2692644.00 has been certified by Sr. Mgr(F) Pay and recorded vide their Sl. Mo. 01 dt. 24.10.11 under the head Coal net maintenance of EDP.</p> <p>ii) Advance budget has been approved by CMD for the yr . 2012-13 &amp; 2013-14 as detailed below :-</p> <p>a) 2012-13 - Rs. 8077931.00</p> <p>b) 2013-14 – Rs 5385287.00</p> <p>-----</p> <p>Total Rs. 13463218.00</p>

Copy to:

GM(System), Koyla Bhawan.

FM(Pay) I/C, Koyla Bhawan.

MM(Tech Cell), MM Div, Koyla Bhawan.

Master File/Office Copy.

CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL

**ANNEXURE-I**

MAINTENABLE MODULES at BCCL HQ and its 12 Areas/OMMS Centres

**Location Details**

Sl. No	Core Module	Name of the Module under Maintenance		No. of Sites	Location of Site
11	Type I	Payroll	Centralized	1	BCCL HQ.
			Non-Centralized		
2		Finance		1	BCCL HQ.
3		Sales - Rail	Online		
			Offline		
4	Type II	Sales - Road	Online	1	BCCL HQ.
			Offline		
5		MMS	Purchase		
			Stores	12	Stores/Offices in the Command Area of BCCL
6		PIS		1	BCCL HQ
7	Single Core	Equipment			
8		Production			
9		Grievance Monitoring			
10		MIS & Statistics			
11		Project			
12		Planning			
13		MOC			
14		VVIP			

**ANNEXURE- II****MANPOWER TO BE DEPLOYED**

SSL. No.	CCore Module	Name of the Module under Maintenance		No. of Manpower to be deployed in BCCL for Maintenance work				
				BCCLHQ			Area Office / Regional Stores	total
				Category I	Category II	Category III	Category III	
1	TType I	Payroll	Centralized	1(PM)	1(DBA)	3		5
			Non-Centralized					
2		Finance				2		2
3		Sales - Rail	Online					
			Offline					
4		Sales - Road	Online			2		2
			Offline					
5	TType II	MMS	Purchase					
			Stores			1		1
6		PIS				1		1
7		Equipment						
8	Production							
9	Single Core	Grievance Monitoring						
10		MIS & Statistics						
11		Project						
12		Planning						
13		MOC						
14		VVIP						
TOTAL				1	1	9		11

**ANNEXURE- III****PERFORMANCE CERTIFICATE**

For the period: Month \_\_\_\_\_ Year \_\_\_\_\_

This is to certify that M/s \_\_\_\_\_ has maintained the CoalNet Application Package satisfactorily at BCCL Hqrs and Central / Regional Stores / Area Office of BCCL during the month \_\_\_\_\_ of year \_\_\_\_\_. Details of the manpower deployed during the month are as follows:

Sl. No .	Core Modul e	Name of the Module		No. of Manpower deployed					Man- days Not Availabl e
				BCCL HQ			Area Office / Reg.Stor e	Total	
				Cat-I	Cat-II	Cat-III	Cat-III		
1	Type I	Payrol l	Centralise d						
			Non- Centralise d						
2		Finance							
3		Sales– Rail	Online						
			Offline						
4		Sales– Road	Online						
			Offline						
5		Type II	MMS			Purchase			
Stores									
6		PIS							
7		Equipment							
8		Production							
9		Single Core	Grievance Monitoring						
10	MIS & Statistics								
11	Project								
12	Planning								
13	MOC								
14	VVIP								
TOTAL									

Signature of the

certifying authority

Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Date: \_\_\_\_\_

## **ANNEXURE- IV**

**TABLE I : ASCERTAINING MANPOWER**

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

**Definition of Core Modules :**

**Core Module Type-I:** Payroll , Road-Sales, Finance.

**Core Module Type II ;** MMS, PIS

All other modules of CoalNet Phase I & II will be treated as Minor Modules for the purpose of support maintenance. All these Minor modules in a location will be treated as **Single Core Module** for the purpose of ascertaining number of support engineer.

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

A. <u>Core Type I Programmer / support Maintenance Engineer</u>			
Modules	Type of processing	BCCL HQ	Area locations
Payroll	Centralized	3	As per clubbing method described below
	Non-centralized		
Road sales	Online	2	
	Offline		
Finance		2	
Rail sales	Online		
	Offline		
B. <u>Core Type II Programmer / support Maintenance Engineer</u>			
Modules	Type of processing	BCCL HQ	Area locations
MMS	Purchase		As per clubbing method described below
	Stores	1	
PIS		1	
Equipment			
Production			

Clubbing of Programmer / support Maintenance Engineer will be followed as per the following. It is applicable only in case of Area locations.

For a single core module running in a location:

One support engineer

For 2 to 3 core modules running in a location: Two support engineer

For 4 or more core modules running in a location : Three support engineer

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

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

One Project Manager and One Database Administrator for the BCCL HQ where maintenance agreement will be made.

**ANNEXURE “F”**

**Format of Bank Guarantee for Security Deposit**

(RS.250     non-judicial

stamp paper)

Messers -----, a Company having its office -----  
----- (hereinafter called the Contractor) has entered  
into a Contract No. -----dated ----- (   
hereinafter called the said Contract ) with Bharat Coking Coal Limited (hereinafter called  
BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent ( 100% ) payment of the value of the equipment will  
be made to the Contractor in terms of the said contract on the Contractor furnishing to the  
purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the  
value of order by the Contractor, 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  
Purchaser by reason of any breach by the said Seller of any of the terms and conditions  
contained in the said contract.

The ----- having its office at -----has at the  
request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. 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 or any of the terms and  
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 purchaser and the Seller regarding  
the claim. However, our liability under this guarantee shall be restricted to an amount not  
exceeding -----.

3. We, -----, 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 that would be taken for the performance of the said contract and that it shall  
continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract  
have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions  
of the said contract have been fully and properly carried out by the said Seller and accordingly  
discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----  
------(date to be given), we shall be discharged from all liability under this  
guarantee thereafter.

4. We ,-----Bank Ltd., further agree with the Purchaser,  
that the Purchaser, shall have the fullest liberty without our consent and without effecting in any  
manner our 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 or by any such matter or thing whatsoever which  
under the law relating to sureties would but for this provision have effect of so 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 the Purchaser the  
said sum of ------(specify the amount) or such lesser sum as may then  
be due to the Purchaser and as the Purchaser may demand.

5. We,.....Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

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

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

Dated :..... Day of ..... 20.....  
for ..... Bank Limited.

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



**ANNEXURE-“G”**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

1. Messers ----- a company having its office at -----  
-----hereinafter called the Seller  
has entered into a Contract No.-----dt.----- (hereinafter  
called the said Contract) with Bharat Coking Coal Limited (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,----- Bank Ltd. 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,----- Bank Ltd., 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 that would be taken for the performance 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-----months from the date of Bank Guarantee)  
we shall be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. 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 relived 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 ,----- Bank Ltd. 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.

Date----- Day of -----20

For ----- Bank Limited

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