

Domestic Tender Document

CIL/C2D/ERP Phase-II/2020/358

Dated : 18.06.2020



महारत्न कंपनी

A Maharatna Company

Implementation of ERP at Phase II Subsidiaries of CIL

June, 2020

OFFICE OF THE GENERAL MANAGER (MM)

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List of Abbreviations

Abbreviations	Description
3D TLS	3d Terrestrial Laser Scanning
A/C	Account
AA	Accepting Authority
AAP	Annual Action Plan
ACQ	Annual Contracted Quantity
AFM	Area Finance Manager
AL	Available Leave
AM - C	Assistant Manager (Civil)
AMC	Annual Maintenance Contract
AMS	Auto Mechanical Sampler
AOC	Award Of Contract
Area	Area Of Subsidiary
ART	Accident Relief Train
ASM	Area Sales Manager/ Assistant Station Master
ATR	Action Taken Report
ATS	Annual Technical Support
B/d	Breakdown
BC	Budget Certification
BCCL	Bharat Coking Coal Limited
BEML	Bharat Earth Movers Limited
BER	Beyond Economical Repair
BG	Bank Guarantee
BMs	Bench Marks
BOM	Build – Operate – Maintain
BOQ	Bill Of Quantities
BRV	Bank Receipt Voucher
Cap.	Capacity
CAPEX	Capital Expenditure
CBA (A&D) ACT	The Coal Bearing Areas (Acquisition And Development) Act
CBT	Computer Based Training
CC	Conditions Of Contract
CCA	Controller Of Certifying Authority
CCL	Central Coalfields Limited
CCO	Coal Controller's Organisation
CCTV	Closed-Circuit Television
CD/DVD	Compact Disc / Digital Video Disc
CDS	Compulsory Deposit Scheme
CED	Civil Engineering Department
CEM	Civil Engineering Manual
CG	Commitment Guarantee
CGST	Central Goods and Services Tax

Abbreviations	Description
CGHS	Central Government Health Scheme
CGM	Chief General Manager
CHP	Coal Handling Plant
CI	Cast Iron
CIF	Cost, Insurance And Freight
CIL	Coal India Limited
CIS	Coal Information System
CIMFR	Central Institute Of Mining And Fuel Research
CIN	Corporate Identity Number
CIS	Computerized Information System
CL(R&A) Act	Contract Labour (Regulation & Abolition) Act
CLOA	Committee On Letter Of Assurance
CM	Continuous Miner
CM (C)	Chief Manager (Civil)
CMA	Credit Monitoring Assessment
CMC	Contract Management Cell
CMD	Chairman Cum Managing Director
CMDs Meet	Chairman Cum Managing Director's Meet
CMO	Central Marketing Organization
CMPDIL	Central Mine Planning And Design Institute Ltd.
CMPF	Coal Mines Provident Fund
COD	Commercial Operation Date
Contr.	Contractual
CPG	Contract Performance Guarantee
CPP	Captive Power Plant
CPRMSE	Contributory Post Retirement Medicare Scheme For Executives
CPRMSE-NE	Contributory Post Retirement Medicare Scheme For Non-Executives
CPSEs	Central Public Sector Enterprises
CPWD	Central Public Works Department
CR	Conceptual Report/ Credit Receipt
CSR	Corporate Social Responsibility
CTE	Consent To Establish
CTO	Consent To Operate
CUG	Close User Group
CuM	Cubic Meter
CV	Curriculum Vitae
CVC	Central Vigilance Commission
CVO	Chief Vigilance Officers
CWS	Central Workshop
D-fuse	Detonating Fuse
D-Note	Delivery Note
D (F)	Director (Finance)
D (P)	Director (Personnel)

Abbreviations	Description
D (T) OP	Director (Technical)/ Operation
D (T) P&P	Director (Technical)/ Project & Planning
DA	Depot Agreement/ Dearness Allowance
DAR	Disciplinary Action Rules
DC	Departmental Clearance
DD	Drawing Department/ Demand Draft
Deptt	Department
DFS	Daily Fund Statement
DGMS	Directorate General Of Mines Safety
DGPS	Differential Global Positioning System
DGR	Directorate General Resettlement
DGS&D	Directorate General Of Supplies And Disposals
DISCOM	Distribution Company
DO	Delivery Order
DOB	Date Of Birth
DOJ	Date Of Joining
DoP	Delegation Of Power
DPC	Departmental Promotion Committee
DPE	Department Of Public Enterprises
DPR	Detailed Project Report
DR	Debit Receipt
DRC	Disaster Recovery Centre
DRR	Daily Receipt Register
DSC	Digital Signature Certificate
DSR	Delhi Schedule Of Rates
DT	Director Technical
DTM volumes	Digital Terrain Model
DTV	Depot Transfer Voucher
DVC	Damodar Valley Corporation
E-Auction/e-Auction	Electronic Auction
e-DO	Electronic Delivery Order
e-MB	Electronic Measurement Book
E&F State Govt.	Department Of Environment, Forests & Climate Change
E&M	Electrical & Mechanical
E&T	Electronics & Telecom
EAC	Environment Appraisal Committee
EC	Evaluated Cost/ Environment Clearance
ECL	Eastern Coalfields Limited
EDCPS	Executive Defined Contribution Pension Scheme
EDP	Electronic Data Processing
EDs	Engineering Days
EER	Enhanced Entity Relationship
EFT	Electronic Fund Transfer

Abbreviations	Description
EHS	Environmental Health And Safety/ Emergency Health Services
EL	Earned Leave
EMD	Earnest Money Deposit
EMP	Environmental Management Plan
EMR	Electronic Medical Records
EoI	Expression Of Interest
ERP	Enterprise Resource Planning
ESC	Empowered Sub Committee
ESM	Ex-Servicemen
ESS	Employee Self Service
Expl.	Explosive
F-Note	Freight Note
FAC	Forest Advisory Committee
FAQs	Frequently Asked Question
FC	Forest Clearance
FDA	Fixed Dearness Allowance
FDR	Fixed Deposit Receipt
FDs	Functional Director's
FIR	First Information Report
FIs	Financial Institutes
FM	Functionality Matrix
FOIS	Freight Operations Information System
FRA	Forest Rights Act
FRS	Functional Requirement Specifications
FSA	Fuel Supply Agreement
FSN	Fast slow Nonmoving
FSR	Feasibility Study Report
Gencos	Generating Companies
GM	General Manager
GM (C)	General Manager(Civil)
GM (P-EE)	General Manager (Personnel-Executive Establishment)
GM (S&M)	General Manager (Sales & Marketing)
GMs	General Managers
GNSS	Global Navigation Satellite System
GOI	Government Of India
Govt.	Government
GPF	General Provident Fund
GR	Geological Report
GRC ISSUES	Governance, Risk & Compliance
GST	Goods And Services Tax
HBA	House Building Assistance
HBL	House Building Loan
HEMM	Heavy Earth Moving Machinery

Abbreviations	Description
HMS	Hospital Management System
HoD	Head Of Department
HPL	Half Pay Leave
HQ	Head Quarter
HR	Human Resource
HRA	House Rent Allowance
HRD	Human Resource Development
HRM	Human Resources Management
HSD	High Speed Diesel
IBS	Integrated Business Solutions
ICD	Inter Company Deposits
IDP	Individual Development Programme
IE	Industrial Engineering
IEBR	Internal And Extra-Budgetary Resources
IEM	Independent External Monitor
IEMs	Independent External Monitors
IGST	Integrated Goods and Services Tax
IME	Initial Medical Examination
PME	Periodic Medical Examination
IO	Inquiry Officer
IP	Implementation Partner
IPD	In-Patient Department
IPP	Independent Power Producer
IPR	Intellectual Property Rights
IR	Industrial Relation
IRC	Indian Roads Congress
IRCON	Indian Railway Construction Company Limited
IRLC	Irrevocable Revolving Letter Of Credit
IT	Income Tax
ITB	Instructions To Bidders
JBCCI	Joint Bipartite Committee For Coal Industry
KM	Knowledge Management
KPI	Key Performance Indicator
KRA	Key Result Area
KWH	Kilo Watt Hour
KWH/Te	Kilo Watt Hour Per Tonne
L&R	Land & Revenue
LA Act	Land Acquisition, Rehabilitation And Resettlement Act
LAR	Last Awarded Rate
LD	Liquidated Damages/ Level Of Delivery
LEC	Lowest Evaluated Cost
LHD	Load, Haul, Dump
LLTC	Liberalized Leave Travel Concession

Abbreviations	Description
LOA	Letter Of Acceptance/ Letter of Award/ Letter of Assurance
LOB	Letter Of Bid
LOB DOCS	Letter Of Bid Documents
LOC	Letter Of Credit
LoI	Letter Of Intent
LPC	Last Pay Certificate
LPP	Last Purchase Price
LT	Long Term
LTC	Leave Travel Concession
LTE	Limited Tender Enquiry
MAF	Manufacturer's Authorization Form
MARC	Maintenance And Repair Contract
MB	Material Budget/ Measurement Book
MCEW	Manual For Civil Engineering Works
MCL	Mahanadi Coalfields Limited
MCN	Master Control Network
MCP	Mine Closure Plan
MDI	Management Development Institute
MDO	Mine Developer-Cum-Operator
MECL	Mineral Exploration Corporation Limited
Met	Metallurgical
MGR	Merry Go Round
MINEX	Mine Planning Software
MIS	Management Information Systems
MM	Material Management
MMCEW	Modified Manual For Civil Engineering Works
MMD	Materials Management Department
MoC	Ministry Of Coal
MOEF	Ministry Of Environment And Forest
MoEFCC	Ministry Of Environment, Forest And Climate Change, GOI
MoP	Ministry Of Power
MoSPI	Ministry Of Statistics And Programme Implementation
MoU	Memorandum Of Understanding
MP	Member Of Parliament
MPLS	Multi-Protocol Level Switching
MPLS-VPN	Multiprotocol Label Switching-Virtual Private Networks
MQR	Minimum Qualifying Requirements
MR	Management Representative
MSE	Micro & Small Enterprise
MSME	Micro, Small And Medium Enterprises
MSQ	Monthly Scheduled Quantity
MSTC	Metal Scrap Trade Corporation
MTBF	Mean Time Between Failure

Abbreviations	Description
MTs	Million Tonne
MTRR	Mean Time To Repair
MWP	Mega Watt Peak
NABH	National Accreditation Board For Hospitals & Healthcare Providers
NABL -	National Accreditation Board For Testing And Calibration Laboratories
NBFC	Non-Banking Financial Company
NCDP -	National Coal Distribution Policy
NCL	Northern Coalfields Limited
NDC	No Dues Certificate
NDT	Non Destructive Testing
NEC	North Eastern Coalfields
NEFT	National Electronics Funds Transfer
NIC	National Informatics Centre
NIT	Notice Inviting Tender
NOC	No Objection Certificate
Non-Met	Non-Metallurgical
NPV	Net Present Value
NSIC	National Small Industries Corporation
NTPC	National Thermal Power Corporation
O&M	Operation And Maintenance
OB	Overburden
OBC	Other Backward Caste
OBR	Overburden Removal
OC	Opencast
OEM	Original Equipment Manufacturer
OES	Original Equipment Supplier
OITDS	Operator Independent Truck Dispatch System
OM	Office Memorandum
OMS	Output Per Man Shift
OPD	Out-Patient Department
OPM	Original Parts Manufacturer
OTR	Off The Road
OTR TYRE	Off-The Road Tyres
Owner	Coal India Ltd.
P&IR	Personnel & Industrial Relation
P&M	Plant And Machinery
P&T	Postal & Telecommunication
PAF	Project Affected Family
PAN	Permanent Account Number
PAP's	Project Affected Persons
PAR	Performance Appraisal Report
PBG	Performance Bank Guarantee
PC	Personal Computer

Abbreviations	Description
PCCF	Principal Chief Conservator Of Forests
PERT	Program Evaluation Review Technique
PESO	Petroleum & Explosive Safety Organization
PF	Provident Fund
PGT	Performance Guarantee Test
PH	Public Hearing
PI	Performance Incentive
PIM	Production Information System
PIS	Personal Information System
PLRS	Performance Linked Reward Scheme
PMA	Permanent Machinery Of Arbitrators
PMC	Project Monitoring Consultants
PMD	Project Monitoring Division
PME	Periodic Medical Examination
PMR	Periodical Medical Report
PMS	Performance Management System
PMU	Project Management Unit
PO	Project Officer/ Purchase Order
POC	Proof Of Concept
POL	Petroleum Oil And Lubricants
PPA	Power Purchase Agreement
PR	Project Report
PRMS	Post Retirement Medicare Scheme
Progr.	Progressive
PRP	Performance Related Pay
PSA	Price Sensitivity Analysis
PSD	Performance Security Deposit
PSLW	Power Supported Long Wall
PSU	Public Sector Undertaking
PU	Power Utilities
PWD	Person With Disabilities/ Public Works Department
QC	Quality Control
QCBS	Quality and Cost Based Selection
QoS	Quality Of Service
QQ	Quarterly Quantity
R & R Plan	Rehabilitation And Resettlement Plan
RA	Reporting Authority
RAP	Reverse Auction Process
RC	Rate Contract
RCCF	Regional Chief Conservator Of Forests
Recon	Reconstructed
RFP	Request For Proposal
RFQ	Request For Quotation

Abbreviations	Description
RI	Regional Institute
RICEFs	Reports, Interfaces, Conversions, Enhancements, Forms
RISC	Reduced instruction set computing
RTES	Rail India Technical And Economic Service
RLS	Rapid Loading System
ROM	Run Of Mine
RR	Railway Receipt
RSO	Regional Sales Office
RTGS	Real Time Gross Settlement
RTI	Right To Information
RTK	Real Time Kinematic
S/Miner / SM	Surface Miner
S&M	Sales & Marketing
SAIL	Steel Authority Of India Limited
SBI	State Bank Of India
SC	Scheduled Caste
SD	Security Deposit
SDC	Specific Diesel Consumption
SDE	Scarce, Difficult, Easy
SDL	Side Discharge Loaders
SEB	State Electricity Board
SECL	South Eastern Coalfields Limited
SED	Stowing Excise Duty
SFMS	Structured Financial Messaging System
SGST	State Goods and Services Tax
SI	System Integrators
SIA	Social Impact Assessment
SIV	Store Issue Voucher
SL	Sick Leave
SLA	Service-Level Agreement
SLC	Standard Linkage Committee
SLC (LT)	Standard Linkage Committee (Long Term)
SLU	Service Linked Upgradation
SME	Small And Medium-Sized Enterprises
SMP	Social Management Plan
SMS	Short Message Service
SNA	State Nominated Agency
SNM	Sales & Marketing
SO (MM)	Staff Officer (Material Management)
SOR	Schedule Of Rates
SOW	Scope Of Work
SP	Succession Planning
SPCB	State Pollution Control Board

Abbreviations	Description
SR	Survey Report
SRV	Stock Return Voucher/ Store Receipt Voucher
SSI	Small Scale Industries
ST	Scheduled Tribe
STQC certified	Standardization, Testing And Quality Certification
Subsidiary	Coal India Subsidiary Company
SURPAC	Survey And Mine Planning Software
SW	Software
SW licenses	Software Licenses
T&C	Terms And Conditions
T&D	Training & Development
TA	Travelling Allowance
TC	Tender Committee
TCO	Total Cost Of Ownership
TCR	Tender Committee Recommendation
TCS	Tax Collected At Source
TDS	Tax Deducted At Source
TEC	Technical Evaluation Committee
TEFR	Techno-Economic Feasibility Report
TEM	Technical Evaluation Matrix
TIA	Tender Issuing Authority
TIN	Taxpayer Identification Number
TMS	Track Management System
TOR	Terms Of Reference
TPD	Tonne Per Day
TPS	Technical Parameter Sheet
TPS DOCS	Technical Parameter Sheet Documents
TR BILLS	Treasury Bills
TS	Technical Specifications/ Technical Secretary
UAT	User Acceptance Test
UDM	Universal Drilling Machine
UG	Under Ground
UID	Unique Identification
Unit	Mines
UPS	Uninterrupted Power Supply
UPSC	Union Public Service Commission
UR	Un Reserved
URL	Uniform Resource Locator
UTs	Union Territories
VC	Vigilance Clearance
VDA	Variable Dearness Allowance
VED	Very Essential Desirable
VIP	Very Important Person

Abbreviations	Description
VOD	Velocity Of Detonation
VRS	Voluntary Retirement Scheme
VTS	Vehicle Tracking System
WC	Workmen Compensation
W/S Stores	Workshop Stores
WAR	Weighted Average Return
WB	Weigh Bridge
WBSEB	West Bengal State Electricity Board
WCL	Western Coalfields Limited
WESCO	West Bengal State Electricity Company
WPI	Wholesale Price Index

Check List

Bidder must ensure that documents listed below are submitted in the bid in the specified folders.

SI No	Document	Reference	Name of the Folder in which document
1	Duly signed and stamped Letter of Bid (LOB) with the seal of the bidder/ lead member of consortium	NIT clause 7.1	LOBDOCS 1
2	Copy of 'power of attorney' issued by the bidder in the name of the person signing LOB	NIT clause 7.1	LOBDOCS 2
3	Authorization to DSC holder (if required) as per Annexure 1b	NIT clause 7.1	LOBDOCS 2
4	Mandate Form for e-payment as per Annexure II	NIT clause 7.1	LOBDOCS 3
5	Copy of valid Permanent Account Number (PAN) of bidder / all Indian members of consortium, duly attested by the authorized representative of the bidder / all Indian members of consortium and verifiable tax residency certificate of respective country of the foreign partner, if any	NIT clause 7.1	LOBDOCS 4
6	The following documents will be required to be uploaded by the Bidder: (a) Certified true copy of the memorandum of association of the bidder; (b) Certified true copy of the articles of association of the bidder; (c) Certified true copy of the certificate of incorporation of the bidder; and (d) A list containing the names of the current directors of the bidder and their respective Director Identification Number (DIN).	NIT clause 7.1	LOBDOCS 5
7	Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate authority to the bidder/ lead member of the consortium, duly attested by the authorized representative of the bidder/ lead member of the consortium	NIT clause 7.1	LOBDOCS 6
8	Duly signed and witnessed Pre-contract Integrity Pact as per Annexure IV	NIT clause 7.1	LOBDOCS 7
9	Undertaking on not being banned/delisted by CIL/subsidiaries as per Annexure VI	NIT clause 7.1	LOBDOCS 8
10	Documents pertaining to subcontractors in compliance of clauses 9.1 of the Conditions of Contract	NIT clause 7.2	MQR DOCS
11	Documents supporting Minimum Qualification Requirements	NIT clause 7.2	MQR DOCS
12	Documents Supporting QCBS criteria	NIT clause 7.2	QCBS DOCS
13	Certificate from ERP OEM (SAP) as per Annexure III	NIT clause 7.2	OEM DOCS
14	Duly Filled Technical Parameter Sheet (Excel file to be downloaded from the portal, filled and uploaded)	NIT clause 7.2	TPS

17	Duly Filled Price Bid/ BOQ (Excel file to be downloaded from the portal, filled and uploaded)	NIT clause 7.3	BOQ



Section I: e-TENDER NOTICE (NIT)

Ref No/ Tender No: CIL/C2D/ERP Phase-II/2020/358 Dated: 18.06.2020

Digitally signed and encrypted e-tenders are invited under single stage, two-part bid on the e-Procurement portal of Coal India Limited, <https://coalindiatenders.nic.in>, from reputed and experienced ERP System Integrators (SI) for SAP ERP System to carry out the Scope of Work described in the Technical Specifications (Section IV), broadly, including the following:

- Implementation and roll out of the SAP ERP system (ERP implementation, Project Management, Training, Hand-holding & Support, Help Desk etc.) at the six subsidiaries of CIL i.e. **BCCL, CCL, CMPDI, ECL, NCL and SECL** (based on Global blueprint finalized during first phase of ERP implementation already underway in CIL, MCL and WCL)
- Annual Maintenance Contract (AMC) of the SAP ERP implementation after the expiry of Stabilization support in these subsidiaries.

The implementation of the ERP system is proposed to be carried out in the manner set out in clause 3.0 of Technical Specifications (Section IV). The scope of this RFP is limited to the Second phase of ERP implementation.

Bidders are not required to pay any application fee. The Bid Documents will be available on the following website(s) and can be downloaded by the bidder up to the document download end date as provided in the Time Schedule of Tender set out in the table below.

- <https://coalindiatenders.nic.in>;
- <https://www.eprocure.gov.in>; and
- <https://www.coalindia.in>.

Tender No.	Description of work	Bid Security/Earnest Money Deposit (EMD) (INR)	Contract Period
358	Implementation of SAP ERP at the six subsidiaries of CIL i.e. BCCL, CCL, CMPDI, ECL, NCL and SECL	1 Crore	27.5 months



1.0 Time Schedule of Tender

Sl. No.	Particulars	Date	Time (Hours, IST)
1	Tender e-publication date	19.06.2020	11:00
2	Document download start date	19.06.2020	11:00
3	Document download end date	22.07.2020	11:00
4	Start date for seeking clarification on-line	19.06.2020	11:00
5	Last date for seeking clarification on-line	26.06.2020	11:00
6	Date and time of pre-bid meeting	30.06.2020	11:00
7	Venue for pre-bid meeting	CIL HQ, KOLKATA	
8	Bid submission start date and time	01.07.2020	11:00
9	Bid submission end date and time	22.07.2020	11:00
10	Presentation by the bidders on appointment basis	Expected to be completed within Fifteen (15) days of end date of bid submission – CIL, however, reserves the right to extend this period, if required	
12	Part-I bid opening date	06.08.2020	11:00

2.0 Bid Documents

The Bid Documents comprise of the following:

- Notice Inviting Tender (NIT)- Section I;
- Instructions to Bidders (ITB) - Section-II;
- Conditions of Contract (CC) - Section-III;
- Technical Specifications (TS)- Section-IV;
- Annexures and Appendices – Section V; and
- Any addendums/ corrigendum/ clarification to the Bid Documents.

The bidders are advised to keep visiting the websites as mentioned below for any notification/ amendment / addendum/ corrigendum from CIL's side in respect of this tender.

- <https://coalindiatenders.nic.in;>
- <http://www.eprocure.gov.in;> and
- [http://www.coalindia.in.](http://www.coalindia.in;)

3.0 Bidding process on the e-Portal

3.1 Requirements for participation in e-tenders:

In order to submit the online bid on CIL's e-Procurement portal, the bidders should meet the following requirements:

- 3.1.1 Personal Computer connected with internet (for details, visit home page of CIL's e-Procurement portal <https://coalindiatenders.nic.in>). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement portal.



Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement portal or internet connectivity failures.

3.1.2 Online Enrollment / Registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>)

Online enrollment/registration of the bidders on the e-Procurement portal is free of cost and one time activity only. The registration should be in the name of the bidder in its own style and name. Digital Signature Certificate (DSC) holder, who is registered on behalf of the bidder for submitting the Bid Documents, under his digital signatures in the e-Procurement portal must be bidder's duly authorized person, with valid DSC as per clause 3.1.3 of NIT. It shall be the responsibility of the bidders to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the Bid Documents before the last date and time for the same.

3.1.3 Digital Signature Certificate (Class II or Class III) must be from any Certifying Authority authorized by Controller of Certifying Authority, Government of India (CCA) and which can be traced up to the chain of trust to the root certificate of CCA.

3.2 Help for participating in e-tender

The detailed method for participating in the e-Procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 0120- 4200462, 0120-4001002, 0120-4001005, 0120-6277787 and additional mobile nos. +91- 8826246593 and +919903079800. All queries will be answered in English / Hindi only.

3.3 No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the documents from the website. The bidders are advised to see the same websites for corrigendum, if any, from where the original tender document has been downloaded.

3.4 Bidders should download the complete tender document including the annexures and appendices, and read carefully before filling the details and uploading the requisite documents.

3.5 The bidder must upload all the documents required as per the terms of NIT in the respective space / folder provided in the system. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

3.6 The bids are to be submitted on line through CIL's e-Procurement portal, <https://coalindiatenders.nic.in> as per guidelines given in clause 7.0 of NIT (Submission/ Uploading of Bid).

4.0 Deposit of Bid Security/ Earnest Money Deposit (EMD)

The amount of EMD has to be deposited within the last date and time for submission of online bid, failing which the online bid will not be considered.

Earnest money can be deposited by following modes:

- a. Online fund transfer from Axis Bank and other linked banks, as given in the e-Procurement portal; or
- b. National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS) from any scheduled bank to the bank account of CIL.



EMD through NEFT/RTGS has to be paid strictly as per the challan generated by the bidder on e-Procurement portal. The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL's bank account before the end date and time of bid submission, otherwise the bidder shall not be able to freeze its bid in the portal. It is advised that the payment of EMD should be made at least two (2) days prior to the end date and time of submission of the bid to avoid any complications in submitting online bid before the scheduled last date and time of submission.

Freezing of bid can be done only after completion of EMD submission process. If the payment is made by the bidder within the last date and time of bid submission but is not received by CIL within the specified period due to any reason, then the bid will not be accepted. However, in such an event, the EMD will be refunded back to the bidder.

The bank account used by the bidders for submission of the EMD should remain valid and available till the complete processing of the tender for refund of the EMD to the unsuccessful bidders, failing which CIL shall not be liable for the failure to effect auto-refund of the EMD to the unsuccessful bidders.

Notes:

- a. Physical mode of payment, including but not limited to payment through banker cheques or demand drafts, are not acceptable.
- b. CIL shall not be liable to pay any interest on the amount of EMD.

5.0 Eligibility Criteria:

- a) This e-Tender is open to only those System Integrators who are experienced in the implementation of SAP ERP System and are authorised by SAP, for the same. Minimum Qualification Requirements (MQR) for the bidder are given in the Table1 below:
- b) Compliance of MQR criteria qualifies the bidder for next level of evaluation. It, however, does not qualify the bidder for the award of contract, which will be given after due evaluation as per clauses 18 and 20 of the Instructions to Bidders (Section II).
- c) Bidders will need to follow the conditions given in clause 7.5 of this NIT while responding to the MQR.

Table 1

MQR for System Integrator			
S. N.	Performance Variable	Minimum Qualifying Requirements	Documents to be provided by the bidder
1.1	Registration in India	The bidder should be incorporated in India under the Companies Act 1956/ 2013	Self-attested Copy of Certificate of incorporation
1.2	Turnover/ Size	The company should have average annual turnover of at least Rs. 1000 Crores during last three (3) financial years (i.e. 2017-18, 2018-19, and 2019-20)	Certificate giving year wise turnover, with Unique Identification Number (UDIN) of Institute of Chartered Accountants of India (ICAI) issued by a practicing Chartered Accountant indicating his membership number of ICAI



MQR for System Integrator			
S. N.	Performance Variable	Minimum Qualifying Requirements	Documents to be provided by the bidder
1.3	Net Worth/ Financial Stability	The Bidder should have positive net worth in each of the last three (3) financial years ending 31 st March, 2020 (i.e. 2017-18, 2018-19, and 2019-20)	Certificate indicating year wise net worth , with Unique Identification Number (UDIN) of Institute of Chartered Accountants of India (ICAI) issued by a practicing Chartered Accountant indicating his membership number of ICAI
1.4	Manpower Strength	Should have minimum 200 consultants, certified from SAP authorized institutions in India.	Certified by HR head or competent authority of the bidder
1.5	OEM Authorization	The bidder should be authorized as SI by SAP	ERP OEM Authorization Certificate (MAF) from SAP.
1.6	Experience of large size Implementation of offered ERP product in India	The bidder should have implemented at least one (1) SAP ERP Project with at least one thousand (1000) named users where at least 4 out of 7 specified functional areas are implemented.	Copy of Customer Order and Customer 'Go Live' Certificate OR any other authenticated supporting document from customer giving desired details.
1.7	Experience in allied industries (Coal or Mineral Mining/ metal manufacturing / Oil & Gas/ Power/ Energy Sector	Should have implemented at least one (1) SAP ERP Project in Coal or Mineral Mining/ metal manufacturing / Oil & Gas/ Power/ Energy Sectors in India with at least one hundred (100) named users where at least 4 out of 7 specified functional areas are implemented.	Copy of Customer Order and Customer 'Go Live' Certificate OR any other authenticated supporting document from customer giving desired details.
1.8	Experience of the offered ERP product in Govt. / PSU Sector in India	The bidder should have at least one (1) SAP ERP implementation in Govt. / PSU Sector in India with at least one hundred (100) users, where at least 4 out of 7 specified functional areas are implemented.	Copy of Customer Order and Customer 'Go Live' Certificate OR any other authenticated supporting document from customer giving desired details.
1.9	Quality Certification	Should have been SEI CMM Level 5 or its higher version certification. In case the certificate for SEI CMM/ CMMi Level 5 or its higher version is expired, then the assessment certificate for further regularization or upgradation of SEI CMM/ CMMi Level 5 or its higher version from duly authorized Auditing Agency need to be submitted.	Copy of valid certificate and Assessment Certificate from duly authorized Auditing Agency.



6.0 Pre- bid Meeting

A pre-bid meeting shall be held at CIL HQ in Kolkata, as per clause 1 of NIT. Those attending the pre-bid meeting on behalf of the bidders should submit authorization letter from the respective bidders at the time of the pre-bid meeting.

The bidders are required to submit their queries, if any, online on the e-Procurement portal before the pre-bid meeting as per the timeline given in the Time Schedule for tender (clause 1 of the NIT). No cognizance will be taken of the queries/clarification sought outside the e-procurement portal. CIL shall be entitled to decide whether or not to issue clarification/amendments with respect to the query (ies) received by it, as per clause no 7.0 of ITB (Section II)

7.0 Submission/ Uploading of Bid

All the bids are to be submitted ONLINE and on the website <https://coalindiatenders.nic.in>. No bid or document shall be accepted offline.

Bid consists of two parts:

- Part I consists of - Letter of Bid (LOB) including associated documents (as per clause 7.1 of the NIT), and Technical Parameter Sheet (TPS) (as per clause 7.2 of the NIT), and associated documents.
- Part II consists of - Price Bid / Bill of Quantity (BOQ) (as per clause 7.3 of the NIT).

The bidder should strictly comply with following instructions:

- 7.1** Letter of Bid (LOB) - The format of Letter of Bid (LOB) as given at Annexure Ia will have to be downloaded by the bidder and printed on the bidder's letter head and should be duly signed by a competent person duly authorized by the bidder through a power of attorney to bind the bidder. This will be the covering letter of the bidder for its submitted bid. The content of the LOB uploaded by the bidder must be the same as per the format downloaded by the bidder from the designated website and it should not contain any other information. If there is any change in the contents of the LOB uploaded by the bidder as compared to the format of the LOB uploaded by CIL with the NIT, then the bid may be liable for rejection at the sole discretion of CIL.

Note: The person who has signed the LOB, physically, should be the DSC holder submitting the bid online. In case the person, who has signed the LOB, is not the DSC holder who has registered on the e-Procurement portal on behalf of the bidder, the DSC holder must obtain the authorisation from the LOB signatory, as per the authorization letter format provided in Annexure 1b. Such authorisation letter shall be duly notarized on non-judicial stamp paper.

Following documents will be uploaded by the bidder, during bid submission, in the folders named 'LOB DOCS 1 to LOB DOCS 8' as given below

- Scanned copy of duly signed and stamped LOB (with the seal of the bidder (in folder LOB DOCS 1).
- Copy of the power of attorney issued by the bidder authorizing the LOB signatory to sign on behalf of the bidder (in folder LOB DOCS 2).
- Authorization as per Annexure Ib, if required (in folder LOB DOCS 2).
- Mandate Form for e-payment as per the format given in Annexure-II of this NIT (in folder LOB DOCS 3).
- Copy of valid Permanent Account Number (PAN) of bidder, duly attested by the authorized representative of the bidder (in folder LOB DOCS 4).



- Legal Status of the bidder – Certified true copies of the memorandum and articles of association along with the certificate of incorporation of the bidder and a list containing the names of the current directors of the bidder (along with their Director Identification Number (DIN))
- Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder (in folder LOB DOCS 6).
- Duly signed and witnessed Pre-Contract Integrity Pact, as per the proforma in Annexure IV (in folder LOB DOCS 7).
- Undertaking on not being banned/delisted by CIL/subsidiaries as per Annexure VI (in folder LOB DOCS 8).

7.2 Technical Parameter Sheet (TPS) and other documents:

- i. As explained in clause 18 of the ITB, evaluation of the bid will be based on Quality and Cost Based Selection (QCBS). Technical Parameter Sheet (TPS) has two sheets consisting of Minimum Qualification Requirements, as given in clause 5c of NIT, and Technical Evaluation Criteria for QCBS evaluation, as per clause 18.5 of ITB. Bidder will download TPS excel file, fill up the details under column 'bidder's value' of both sheets and upload the same during bid submission.

All supporting documents (including but not limited to certificates etc.) for the MQR will be uploaded in the folder named 'MQR DOCS' and all supporting documents for Technical Evaluation criteria will be uploaded in the folder named 'QCBS DOCS' as explained in clause 7.4 of NIT, below.

Documents related to subcontractors as per clauses 9.1 of the Conditions of Contract, are to be uploaded in the folder named 'MQR DOCS'.

- ii. Bidder will upload certificate from the SAP OEM to provide ERP OEM services as per provisions of clause 5.5 of Technical Specifications (Section IV) in the folder 'OEM DOCS', as per Annexure III.

7.3 Price Bid/ Bill of Quantity (BOQ):

The Price bid/ Bill of Quantity (BOQ) (as per Annexure V) in excel format (password protected) will be available on CIL's e-Procurement portal. Bidder is required to download this excel file, fill in the details of rates for the offered items, and upload the same file during bid submission. Any incomplete or conditional price bid or price bid which is not submitted as per the instructions given above shall be rejected.

7.4 Submission of supporting documents:

- i. All bidders are to submit the information in an objective manner confirmed by the uploaded supporting documents. The documents relating to the information furnished online, based on which the evaluation takes place, will only be considered. If the bidder uploads any other document, it will be given no cognizance.
- ii. All supporting documents/ certificates being submitted to support MQR and QCBS criteria, must be uploaded in the specified folders. If same certificate or document is being used to support more than one criteria, same document must be uploaded, separately, in each folder. For example, if same customer certificate is being used to meet different criteria of MQR or QCBS criteria, same certificate should be uploaded in each of the corresponding folders.
- iii. Each document must be clearly marked to indicate the criteria being supported by the



document. For example, all MQR documents must be marked with MQR/(Sl. No of criteria) / (document number). As such, MQR/1.2/ (1 of 1) means that uploaded document is '1' of the total '1' documents, supporting criteria 1.2 of the MQR.

Similarly, all QCBS criteria documents must be marked with QCBS/ (Sl. No of Criteria)/ Document number. As such QCBS /2.2/ (1 of 3) means that uploaded document is document '1' of '3' documents being submitted for criteria 2.2 of QCBS.

- 7.5** Bidders will need to follow the conditions given below regarding documents/ certificates being submitted for supporting MQR and Technical Evaluation requirements (clause 18.5 of ITB):
- a. All financial data should be as per latest financial year unless explicitly mentioned, duly certified by a chartered accountant practicing in India.
 - b. In the case of implementations in multiple units of an organization:
 - i. Implementations made in multiple units on a single SAP ERP instance will be treated as one implementation.
 - ii. SAP ERP Implementations made in multiple units with global blue printing will be treated as one (1) implementation.
 - iii. Implementations made in multiple units with independent blueprinting and separate SAP ERP instances, will be treated as independent multiple implementations.
 - c. All implementations quoted by the bidder against response to this document, should have been implemented during the period of ten (10) years from the last date of the month preceding the month in which this NIT is published.
 - d. The project quoted by the bidder shall be qualified as an implemented SAP ERP project only if, at least, the Pilot Go Live stage has been completed. Date of 'Pilot Go Live' or final completion, will be treated as date of the project for calculating the period of ten (10) years.
 - e. Number of users mentioned in each evaluation criteria corresponds to number of users in each referred implementation.
 - f. Specified Functional areas for this tender document are:
 - i. Sales and Marketing/ Distribution;
 - ii. Material management/ Inventory, purchase and store management;
 - iii. Asset management or maintenance/ Plant maintenance;
 - iv. Human Resource Management/ Payroll;
 - v. Finance and accounts;
 - vi. Production/ Production planning; and
 - vii. Project Management.
 - g. In the documentary evidence/ certificates to be provided to support the implementation claims, following information must be clearly spelt out:
 - i. Number of users (in case of enterprise license, number of finalized professional users must be mentioned).
 - ii. Date of pilot or the final roll out, whichever falls within specified period.
 - iii. Specific modules implemented in the ERP implementation.



- h. Besides the above, CIL may ask for additional supporting documents to verify the submitted documents, as it deems fit, to establish the veracity of submitted credentials.

8.0 Presentation on Specified skills:

- a. All bidders are required to give a presentation as per guidelines to be provided to the bidders after the bid submission end date, as per process given in clause 8b, below. Bidders, who do not give the presentation, will be disqualified and will not be considered for further evaluation. CIL will provide projector with HDMI connection, and all other IT infrastructure including network connectivity, if required, will be the responsibility of the bidder. Bidders are advised to check the functioning of their system in advance, to avoid last-minute challenges.
- b. Each bidder is required to obtain Presentation guidelines and appointment date by sending an email to email ID erpdemo@coalindia.in (which will become operational immediately after bid submission end date and time) with a copy of acknowledgement slip (generated by e-Procurement portal on successful submission of the bid), within twenty four (24) hours of end date and time of bid submission. Necessary instructions will be sent to the bidder on receipt of the email. If any bidder does not receive the instructions, it may collect the same personally from GM (ERP) at CIL HQ or contact GM (ERP) for the same, who will ensure that Presentation guidelines are sent to the bidder by email (after confirmation of identity and acknowledgement slip). No extension of date for whatever reasons will be granted to any bidder once the appointment has been given. In case of any change in the dates by CIL due to unavoidable reasons, fresh appointments will be given in due consultation with the bidders.
- c. Presentation will be scheduled after Ten (10) days of the bid submission end date and each bidder will get two hours for the presentation followed by one hour for clarifications, if any, from CIL. Number of slots for the presentation will be fixed depending on the number of bidders. Slots will be allotted based on the time when email request is received by CIL, based on its time stamp. First request will be given the last slot and last request will get the first slot.
- d. Presentation is expected to demonstrate the ability of the SI to undertake roll out of Global blueprint finalized in the first phase (after making required duly approved modifications required for any subsidiary to meet statutory or business requirements) in expected time frame and meeting other requirements specified in the bid documents.

9.0 Bid Opening:

- a. Part-I bid will be decrypted and opened on-line, on the scheduled date and time for all bidders who have submitted the bid. The evaluation will be done for only those bidders, who have given Presentation on Specified skills.
- b. Thereafter, MQR sheet and the folder 'MQR DOCS' shall be evaluated based on the information furnished by the bidders on-line, in accordance with clause 5c of NIT (MQR).
- c. Technical Evaluation, based on Technical Evaluation Sheet of the bid and the supporting documents submitted in the folder 'QCBS DOCS', will be carried out for only those bidders who have successfully met the MQR requirements. This evaluation will be carried out in accordance with clause 18 of the ITB.
- d. For shortfall /clarifications maximum 2 chances, first of 7 days i.e. 7x24 hours duration and second of 5 days i.e. 5x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents.



- e. After evaluation of Part-I of the bid, all the bidders will get the information regarding their score on the portal. Bidders who score 75 or more marks out of a total of 100 marks, and a minimum 15 marks in Presentation on Specified skills will be considered for further evaluation.
- f. The **Price Bid (Part II)** of the qualified bidders who have scored 75 or more marks in the Technical evaluation and a minimum 15 marks in Presentation on Specified skills (*refer Methodology of Bid Evaluation in clause 18 of ITB*), will be decrypted and opened on-line, on the scheduled date and time to be duly intimated, online.

In case the day (for opening of any part of the bid) falls on/becomes a holiday, bids will be opened at the same specified time on the immediately next working day. Further in case of any change of date and/or time, the same will be intimated / uploaded on the designated website of CIL separately.

10.0 Minimum Number of bids:

If the number of bids received up to the bid submission end date are less than three (3), the bid submission end date and also other relevant dates (as decided by CIL) as per Time Schedule of Tender (refer clause 1 of NIT) shall be extended by forty-eight (48) hours through system generated corrigendum to be issued before the bid opening. In this extended period any new bidder can submit its tender/bid online. However, the existing bidder(s) will be allowed to modify its/their bid as per provision of clause 15 of ITB (Section II).

If, up to the extended end date of bid submission, the number of bids received online remains less than three (3), the extended bid submission end date and also other relevant dates (excluding pre-bid meeting date) as per modified Time Schedule of Tender shall be extended by a further period of five (5) days through system generated corrigendum to be issued before bid opening. In this extended period any new bidder can submit its bid online. However, the existing bidder(s) will be allowed to modify its/their bid as per provision of clause 15 of ITB (Section II). If up to second extended end date of bid submission, the number of bids received online remains less than three (3), the bid(s) received shall be opened without any further extension.

11.0 Bid Validity

The bids submitted online shall remain valid for a period of one hundred and twenty (120) days from the last/end date of submission of the bid. In exceptional circumstances, CIL may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail / speed post /fax. If a bidder agrees to extend the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request and it will not imply forfeiture of its bid security/EMD.

A bidder who accepts the extension of bid validity, will not be required nor permitted to modify its bid.

12.0 Modification and Withdrawal of Bid

Modification of the submitted bid shall be allowed online only till the last date and time of submission of the bid and the bidder may modify and resubmit their bid online as many times as it may wish within this period. This resubmission can be done, using 'Rebid' option of the portal.

Bidders may withdraw their bids online using 'Withdrawal' option of the portal, within the last date of bid submission and their bid security/ EMD will be refunded after opening of the bid. However, upon such withdrawal, the bidder shall not be allowed to resubmit its bid pursuant to this NIT. **As such, bidder is advised not to use this option, unless the bidder is certain not to participate in this tendering process again.**



No withdrawal/modification is allowed after the end date and time of bid submission (refer clause 15b of ITB (Section II)).

13.0 Other Conditions

- a. This e-Tender Notice (NIT) shall be deemed to be part of the Contract Agreement to be entered into between CIL and the successful bidder.
- b. CIL reserves the right to postpone the date of receipt and opening of bid or to cancel the tender without assigning any reason whatsoever, and CIL shall bear no liability, whatsoever, consequent upon such a decision. CIL reserves the right to reject any or all the bids without assigning any reasons whatsoever at its sole discretion. Any such action shall not be called into question and the bidders shall have no claim or cause of action in that regard against CIL or its officers, employees, consultants, agents, successors or assignees for rejection of its bids. Neither CIL nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages in relation to the preparation or submission of bids.
- c. Notwithstanding anything stated above, CIL reserves the right to assess the bidder's capability and capacity to perform the scope of work envisaged hereunder satisfactorily, should the circumstances warrant such assessment in the overall interest of CIL.
- d. No conditional bid shall be accepted.
- e. Any addendum/corrigendum/date extension etc. with respect to this tender shall be issued on CIL website <https://coalindiaticenders.nic.in> only. No separate notification shall be issued. Bidders are therefore requested to visit the indicated website regularly to keep themselves updated.
- f. CIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bid Documents. Each bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement in relation to the same from appropriate sources to satisfy itself that the Bid Documents are complete in all respects.
- g. While the Bid Documents have been prepared in good faith, neither CIL nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in the Bid Documents shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by CIL, its consultants, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of CIL, its consultants, partners, affiliates, their respective officers, agents or employees, whether negligent or otherwise.
- h. Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them in Conditions of Contract (Section III).
- i. Any tampering with the excel files such as TPS, BOQ, FM documents, which are downloaded by the bidder from the CIL e-Procurement portal, will be treated as a Fraudulent Practice (as defined in clause 5 of ITB) and action will be taken as per clause 5.2 of ITB.

**14.0 Pre-contract Integrity Pact and Independent External Monitors**

The bidder is required to go through the 'Pre-contract Integrity Pact' provided in Annexure IV. The bidder shall accept the 'Pre-contract Integrity Pact' and upload duly signed 'Pre-contract Integrity Pact' in the LOB DOCS folder. Failure to sign and upload the 'Pre-contract Integrity Pact' by the bidder shall lead to outright rejection of the bid.

Further, the Independent External Monitors (IEMs) will be monitoring the bidding process and execution of Contract and shall be responsible to oversee the implementation of the 'Pre-contract Integrity Pact' program to prevent corruption, bribery or any other unethical practices in CIL.

In order to deal with any grievance(s)/dispute(s) and to oversee implementation and effectiveness of the 'Pre-contract Integrity Pact' program pertaining to this tender, bidders may refer the same to IEMs. Name and Address of the IEMs are as under (in case of any changes the same will be communicated):

SI No	Name	Address
1	Shri Anil Kaushal, ITS (Retd.)	Email: kaushal.anil17@gmail.com Mobile: 8800028118,9868128118
2	Shri Sudhir Kumar	Email: stomar2@gmail.com Mobile: 9871054454

General Manager (ERP),
Coal India Limited



Section II: INSTRUCTION TO BIDDERS (ITB)

1.0 General

Instructions to Bidders (ITB) should be read in conjunction with the other parts of the Bid Documents. Although details presented in this ITB have been compiled with all reasonable care, it is bidder's responsibility to satisfy itself that the information / documents are adequate and that there are no conflict between the stipulations contained in this ITB and other parts of the Bid Documents. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

2.0 About Coal India Limited

Coal India Limited (CIL) is a 'Maharatna' company under the Ministry of Coal, Government of India with headquarters at Kolkata, West Bengal. CIL is the single largest coal producing company in the world and one of the largest corporate employers with manpower of 285479 (as on 1st April, 2019). CIL is contributing around 83% of the total coal production in India, thereby meeting 40% of nations commercial energy needs. CIL operates through 83 mining areas spread over eight (8) provincial states of India. Coal India Limited has 364 mines (as on 1st April, 2019) of which 166 are underground, 180 opencast and 18 mixed mines. CIL further operates 16 coal washeries, (12 coking coal and 4 non-coking coal) and also manages other establishments like workshops, hospitals, and so on. CIL has 27 training Institutes. CIL has eight fully owned Indian subsidiary companies namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL), Mahanadi Coalfields Limited (MCL) and Central Mine Planning & Design Institute Limited (CMPDIL). In addition, CIL has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL).

During 2018-19, CIL produced 606.89 Million Tonnes (MTs) of coal – an increase of 39.52 MTs over last year. Raw coal off-take Financial Year ending 31st March 2019 was 608.14 MT, an increase of 27.85 MTs over the previous year. Coal & coal products dispatch to power utilities (including special forward e-Auction) was 491.54 MTs. CIL is committed to play major role in achieving the Nation energy security.

During the year 2018-19, CIL has registered highest ever profit. CIL has achieved an aggregate Pre-Tax Profit of Rs.27,125.46 crores and post-tax profit of Rs.17,462.18 crores for the year 2018-19 as against pre-tax profit of Rs.10,770.31 crores and post-tax profit of Rs.7038.44 crores in 2017-18 thereby recording an increase of 151.85% and 148.10% in pre-tax profit and post-tax profit respectively.

Basic Details Phase II subsidiaries are given in Appendix I. Please refer to the websites of CIL and its subsidiaries (URLs given in the annexure) for any further details.

3.0 Eligible Bidders

- a. This bidding process is open only to ERP System Integrators experienced in implementing SAP ERP System and are duly authorized by SAP for the same. The bidders have to meet the Minimum Qualification Requirements (as provided in the Notice Inviting Tender (NIT) in the Bid Documents), along with additional requirements specified in clause 9.1 (Section III).



Bidder must also submit all requisite documents, as listed in the checklist, in the respective folders.

- b. DSC holder shall be the authorized signatory of the bidder (as explained in clause 7.1 of the NIT (Section I)). Bid has to be submitted in the name of the bidder in its own style and name. Detailed bidding process has been explained in clause 7 of the NIT (Section I).
- c. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT, ITB, Conditions of Contract, Technical Specifications, and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder online in order to become an eligible bidder. Copy of the portal agreement is enclosed at Annexure VIII. In case the bidder is banned/ delisted as per clause 7 of the portal agreement, information for the same must be provided in the TPS. It is clarified that if a bidder is banned/ delisted in organizations other than CIL or its subsidiaries, it will not be a cause of disqualification for this RFP.
- d. CIL reserves its right to allow Public Enterprises Purchase Preference Policy as admissible under prevailing policy of GOI.
- e. No sub-contracting of the work as a whole by the successful bidder is permissible. Sub-contracting in specified activities may be undertaken as indicated in clause 9 of Conditions of Contract (Section III).
- f. Bidders who are banned/ delisted by CIL or any of its subsidiaries for supply of any product or service, are not eligible to bid.

4.0 Scope of Proposal

- 4.1 The bidder has to quote for the entire scope of work as indicated in Technical Specifications (Section IV) of the Bid Documents. The scope of the bid/ proposal shall be on the basis of a single bidder's responsibility, completely covering all the supplies / services as specified under the Bid Documents. It will inter-alia include all such supplies / services which are not specifically mentioned in the Bid Documents but are essential to complete the scope of work and are, therefore, incidental thereto under the Contract which are to be included at no extra cost to CIL.

However, software with applicable licenses will be made available to second phase SI as per clause 5.2.1 of Technical Specification (Section IV).

- 4.2 Bid not covering the entire scope of work shall be treated as incomplete and hence may result in rejection of the bid.
- 4.3 The bidder is expected to examine all instructions, terms and conditions in the Bid Documents. Failure to fulfill all requirements /furnish information required as per Bid Documents may result in the rejection of their bid.
- 4.4 All the cost and expenses incidental to the preparation/ submission of the bids/ proposals, discussions, meetings and conferences, if any, including pre-bid & pre-award discussions with the bidder, technical and other presentation including any demonstrations etc. shall be to the account of the bidder and CIL shall bear no liability whatsoever for such costs and expenses.
- 4.5 Bidders must familiarize themselves with local conditions and take these into account while preparing their bids/ proposals. In this regard, bidders may contact the following persons at Coal India Limited, Coal Bhawan, Premises No.04-111, AF-III, Action Area 1a, New Town, Rajarhat, Kolkata 700 156:



1. Mr. T K Mishra, General Manager (MM)
Phone: +913371104162; +919433007100
Email ID: gmmm.cil@coalindia.in

2. Mr. RKP Singh, General Manager (ERP)
Phone: +913371104453; +918902122150
Email ID: gmerp.cil@coalindia.in

5.0 Prevention of Fraud and Corruption

- 5.1 It is CIL's policy to ensure that CIL as well as bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the tendering process or during execution of the Contract.
- i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the tendering process or to otherwise influence the tendering process or contract execution.
 - ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in the tender process or to secure a contract or in execution of the contract.
 - iii. "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of CIL, designed to establish bid prices at artificial, non-competitive levels.
 - iv. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract.
 - v. "Anti-competitive practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the (Indian) Competition Act, 2002, between two or more bidders, with or without the knowledge of CIL, that may impair the transparency, fairness and the progress of the tendering process or to establish bid prices at artificial, non-competitive levels.
 - vi. "Conflict of interest" means if the bidder or their personnel have relationships or financial or business transactions with any official of CIL who are directly or indirectly related to the tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from CIL with an intent to gain unfair advantage in the tendering process or for personal gain.
 - vii. "Obstructive practice" means to materially impede CIL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CIL's rights of audit or access to information.



Anything not specifically mentioned here or anywhere in the Bidding Documents, shall be dealt as per relevant law of the land.

5.2 Measures to be taken by CIL

- i. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tendering process. Notwithstanding anything to the contrary contained in the Bidding Documents, CIL may annul the tendering process without being liable in any manner whatsoever to the bidders, if it determines at any time that the bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Collusive Practice, Coercive Practice, Conflict of Interest or Obstructive Practice (collectively the “Prohibited Practices”) in the tendering process.
- ii. CIL will reject a bid/proposal for award if it determines at any time that the bidder recommended for award was engaged in any Prohibited Practice during the selection process and/or execution of the Contract.
- iii. Without prejudice to the rights of CIL under the clauses 5.2(i) and (ii) and the rights and remedies which CIL may have under the Letter of Award or the Contract, if a bidder is found by CIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the tendering process, or after the issue of the Letter of Award or the execution of the Contract Agreement, such bidder shall not be eligible to participate in any tender issued by CIL or its subsidiaries for specified period as per the relevant policies of CIL.

5.3 Conflict of Interest

The provisions with respect to “Conflict of Interest” as contained in the Manual for Procurement of Consultancy and Other Services 2017 (available at the website of the Department of Expenditure, Ministry of Finance, Government of India) and in the relevant circulars issued by the Central Vigilance Commission regarding selection and engagement of consultants shall apply to this tender as applicable.

6.0 The Bid Documents

The bid documents shall consist of the following documents:

- Section I- Notice Inviting Tender (NIT);
- Section-II- Instructions to Bidders (ITB);
- Section-III- Conditions of Contract (CC);
- Section-IV- Technical Specifications (TS);
- Section V- Annexures and Appendices; and
- Any amendments / corrigendum / clarifications to the Bid Documents.

Bidders shall prepare and submit their bid/ proposal in accordance with the instructions, specifications, terms and conditions of the whole bid documents as mentioned above.

**7.0 Clarifications and Amendments to Bid Documents**

- 7.1 A pre-bid meeting shall be organized as per details provided in clause 6 of NIT (Section I) to provide clarifications sought by the bidders.
- 7.2 A prospective bidder can ask for any clarification to the Bid Documents by sending its query (ies) online within the specified time mentioned in the NIT.
- 7.3 At any time prior to the deadline for submission of bids, CIL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, issue amendments / notifications / corrigendum / clarifications to the Bid Documents.
- Any corrigendum / clarifications (as deemed fit by CIL) to the Bid Documents will be notified online and will be binding on prospective bidders. Confirmation of the fact that each bidder has submitted its bid after due consideration of the corrigendum to the NIT shall be given in the Letter of Bid to be submitted as per Annexure 1a.
 - In order to afford prospective bidders reasonable time in which to take the amendment / notifications / corrigendum / clarifications into account in preparing their bid, CIL may, at its discretion, extend the deadline for the submission of bids.

8.0 Language of Bid

All documents, including but not limited to the proposal, correspondences and documents enclosed as part of the proposals relating to the bid shall be in the English language. If any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate /work order/ agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

9.0 Documents Establishing the Conformity

- 9.1 The bidder shall furnish as part of its bid as per "Submission / Uploading of Bids" mentioned in the NIT, documents establishing the conformity to the information/ declarations furnished by it in the Bid Documents.
- 9.2 The documentary evidence to be submitted by the bidder for establishing its eligibility as per the requirements specified in the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, agreement copy, client certificates, customer orders, e-mail from company mail etc, as specified in the corresponding criteria.

10.0 Submission of the bid

Bid shall be submitted under single stage, two part bid through e-tendering as per procedure described in the NIT (Section I).

11.0 Bid Prices & Price Basis

- 11.1 Bidders shall quote for the entire work on a "Single Responsibility" basis such that the total bid price covers all the obligations mentioned in or to be reasonably inferred from the Bid Documents.
- 11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bid Documents.



- 11.3 The quoted price for the entire scope of work shall be FIRM during the performance of the Contract and shall not be subject to variation on any account whatsoever, except statutory variations in GST during the Contract Period as per provisions given in the Contract Documents elsewhere.
- 11.4 The quoted price should be for complete scope of work. All taxes, duties, levies other than GST must be included in the quoted price.
- 11.5 The cost of any other item / services, which are considered necessary for completion of the job as per defined scope of work, is deemed to have been included in the quoted lump-sum prices.
- 11.6 While filling the price bid, following should be noted:
- a. CIL, at its discretion, may extend the Annual Maintenance Contract (AMC) at the quoted annual rate with same terms and conditions, for a period of up to two (2) more years (Price bid/ BOQ Sl. No 3) during the pendency of the Contract.
- 11.7 **No deviation is acceptable from the terms and conditions or scope of work specified in the tender document.**

12.0 Bid Security/ Earnest Money Deposit (EMD)

- a. The bidder shall furnish, as part of its bid, a bid security/EMD of the amount as shown in the NIT (Section I) and in the form as deliberated at clause 4 of the NIT.
- b. The EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose mean each of the bidders who have not qualified for opening of Part-II of the bid and those who have not emerged as successful bidder after evaluation of the bids.
- c. The EMD of successful bidder may be retained and adjusted with the security deposit to be submitted by the successful bidder, at the option of the successful bidder.
- d. The EMD may be forfeited:
 - If the bidder withdraws or modifies its bid after the end date of bid submission and during the period of bid validity specified in the Bid Documents.
 - In the case of a successful bidder, if the successful bidder fails:
 - To accept the Letter of Award; or
 - To furnish the requisite Contract Performance Guarantee (CPG)/ Security Deposit; or
 - To sign the Contract Agreement.
 - If the bidder is found to be involved in any "Prohibited Practices" as per clause 5.0 of ITB.

In all the above cases, the bidder will not be allowed to participate in the re-tender. CIL reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of twelve (12) months. However, for the cases of Prohibited Practices action will be taken as per terms of the Bid Documents.
- e. The EMD deposited with CIL will not carry any interest.

13.0 Period of Bid Validity

- 13.1 Bids/Proposals shall remain valid for a period of one hundred and eighty (120) days from the bid submission end date.
- 13.2 In exceptional circumstances, CIL may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail /



speed post /fax. If a bidder accepts to extend the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request and it will not imply forfeiture of its bid security/EMD. A bidder who accepts the extension of bid validity, will not be required nor permitted to modify its bid.

14.0 Deadline for Submission of Bids

- 14.1 Bids must be uploaded by bidders on designated website but not later than the time and date stated in the NIT.
- 14.2 CIL may, at its discretion, extend this deadline for submission/uploading of bids by issuance of corrigendum, in which case, all rights and obligations of CIL and the bidders will thereafter be subject to the deadline as extended.

15.0 Modification & Withdrawal of Bids

- a. Modification and withdrawal of bid till the end date of submission of bids shall be guided by clause 12 of NIT.
- b. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the Bid Documents or as extended pursuant to clause 13.2 of ITB may result in the forfeiture of the bid security/EMD pursuant to clause 12.0 of ITB. In such cases, the bidder will not be allowed to participate in the re-tender. CIL reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of twelve (12) months.

16.0 Bid Currency

The bidder shall quote all prices in Indian Rupees only. No other currency shall be acceptable.

17.0 Bid Opening

Bid opening will take place as per clause 9.0 of the NIT.

18.0 Methodology of Bid Evaluation

Methodology of bid evaluation will be based on QCBS (Quality and Cost Based Selection) and detailed process of evaluation is given below:

18.1 Compliance with Minimum Qualification Requirements

Bidder is required to meet the Minimum Qualification Requirements (MQR) as given in clause 5.0 of NIT. Bidder response as per MQR sheet of TPS and the submitted documents supporting the vendor qualifications (submitted in the folder 'MQR DOCS'), will be evaluated and bids of only those vendors, who meet the MQR, will be considered for further evaluation. TPS sheet will be decrypted and opened only after completion of the Presentation process, given in clause 18.2 b, below, and when bidder scores have been secured in a sealed cover.

18.2 Technical Evaluation (QCBS Criteria)

- a. Bidders who fully meet the MQR, will be considered for Technical Evaluation as per criteria of evaluation and corresponding marks given in Technical Evaluation Matrix given in Table II, clause 18.5.
- b. As indicated in the Technical Evaluation Matrix, 30 marks have been assigned for presentation to be given by the bidder as per the guidelines provided in the Bid Documents. Presentation is mandatory and bids of only those bidders, who give the presentation will be considered for technical evaluation.



Process for the presentation is given below:

- Detailed process of the presentation has been explained in clause 8 of NIT (Section I).
 - Evaluation shall be done by Technical Evaluation Committee (TEC) of CIL and will include members duly nominated by competent authority of CIL. Scoring of the presentation will be based on pre-defined evaluation criteria and will depend on the response of the bidder to specific parameters. Complete presentation will be video-graphed for record.
 - After the completion of the presentation, scores (out of a total of 30) of all the bidders, in separate envelopes, will be enclosed in a sealed cover.
- c. QCBS Criteria Sheet of TPS, will now be evaluated for only those bidders who have participated in the Presentation on Specified skills and have qualified in the MQR, and evaluation will be carried out on the basis of submitted information and supporting documents furnished by the bidder regarding technical evaluation parameters (in folder 'QCBS DOCS'). Bidders will be given score out of remaining 70 marks (excluding 30 marks of presentation) as per Technical Evaluation Matrix.
- d. Sealed envelope of Presentation on Specified skills marks will now be opened and the presentation scores of the bidders will be added to their score calculated in the previous clause (clause 18.2c) to get Total Technical Score out of 100, for each bidder.
- e. Only those bidders, who obtain a Total Technical Score of 75 or above, out of 100 **and** a minimum score of 15 (out of 30) in the presentation, will be qualified for further evaluation.

18.3 Price Evaluation (Part II)

- a. Bidders clearing the Technical Evaluation (scoring 75 or more out of 100) and a minimum score of 15 in presentation, will have their price bids opened. Price bid/ BOQ submitted by such bidders shall be taken into account for price evaluation.
- b. Net landed prices will be arrived at after including GST, as indicated in the BOQ, for evaluation purposes.
- c. As per contract with M/s. Tech Mahindra SI for Phase I, there is a charge of INR 20,722,410.00 (including GST) for positioning resources (7 Functional consultant and 3 Technical consultant) for 12 months to support Phase II SI for effective roll-out of the blueprint to the second phase subsidiaries.

During the process of evaluation, the net landed price (Including GST @ 18%) of bidders other than M/s. Tech Mahindra will be increased by an amount of INR 20,722,410.00, if M/s. Tech Mahindra, SI for phase I, participates in the bidding process for selection of SI for ERP Implementation in Phase II Subsidiaries for like to like comparison (This amount will be added to the amount payable after one year for the purpose of calculating NPV as per next para)

- d. Total Cost of ownership (TCO) will be determined by calculating NPV of Net landed price @ discount rate of 6.111 % per annum, on the basis of payment outflow as per payment schedule, Table I of clause 13.4 of CC (Section III).
- e. The bid having the lowest TCO shall be termed as the lowest evaluated bid and will be awarded 100 marks. Financial score of other bidders will be calculated on the basis of the following formula:



Financial score of other bidder = TCO of lowest bidder x 100 / TCO of the other bidder

18.4. Evaluation of Bids for Total Score

- i. Net Technical score of the bidders will be calculated on a pro-rata basis assuming highest score (T_{high}) as 100 and calculating Technical score of other bidders as below:

Net Technical Score of a bidder =

(Technical Score of the bidder say T) / (Highest Technical Score say T_{high}) x 100

= $T / T_{high} \times 100$ (refer example below), where T is the technical score of other bidder and T_{high} is the highest technical score.

- b. Total score of the bidder will be determined based on the following formula:

Total score = 0.65 * Net Technical score + 0.35 * Financial score

- c. The bidder whose bid has secured the highest "Total Score" as per above will be considered as successful bidder.
- d. In the above calculations of evaluation of bids for Total Score, score will be rounded to two decimals.
- e. In case of a tie of final scores, scores will be compared after rounding off the score to four decimals. If the tie remains, bidder with higher financial score will be considered as successful bidder.

As an example, the following procedure will be followed for evaluation.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 65:35.

In response to one RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable.

Using the formula of $T/T_{high} \times 100$ (Where T_{high} is the score of highest technical scorer i.e. score 90 of bidder C), following points were given to each bidder:

A: $75/90 \times 100 = 83.3$

B: $80/90 \times 100 = 88.9$

C: $90/90 \times 100 = 100$

Financial proposals were opened after notifying the date and time of bid opening to the successful participants.

The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A Rs.120.

B Rs.100

C Rs.110.

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals: A: $(100 / 120) \times 100 = 83.33$ points B: $(100 / 100) \times 100 = 100.00$ points C: $(100 / 110) \times 100 = 90.90$ points



In the combined evaluation, thereafter, the evaluation committee calculated the Total score as under:

Proposal A: $83.33 \times 0.65 + 83.33 \times 0.35 = 83.33$ points.

Proposal B: $88.9 \times 0.65 + 100 \times 0.35 = 92.78$ points

Proposal C: $100 \times 0.65 + 90.9 \times 0.35 = 96.81$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal C: 96.81 points

Proposal B: 92.78 points

Proposal A: 83.33 points

Proposal C at the evaluated highest score of 96.81 was, therefore, declared as winner and recommended for approval to the competent authority.

18.5 **Technical Evaluation Matrix:**

Technical Evaluation Matrix (as given in the Table II below) consists of two parts:

- Technical Evaluation of SI
- Presentation on Specified skills

'Criteria' and 'Description' columns of the matrix, specify the parameter on which evaluation is being made. 'Supporting documents' column lists documents which may be uploaded in the folder 'QCBS DOCS' to support bidder's performance on the specified criteria. 'Max Score' indicates score allocated to the specific criteria, out of a total technical evaluation score of 100. 'Marks distribution' indicates marks to be allotted to the bidder based on the number of implementations/ resources duly confirmed by the supporting documents as per conditions in clause 7.5 of NIT (Section I).



Table II

Technical Evaluation Matrix					
Sl. No.	Criteria	Description	Supporting Documents	Max Score	this may be done later
1	Experience of SAP ERP projects in Coal or Mineral Mining/ metal manufacturing / Oil & Gas/ Power/ Energy Sector in India	Number of ERP customers in Coal or Mineral Mining/ metal manufacturing / Oil & Gas / Power/ Energy sector in India where SI has implemented SAP ERP solution with minimum 100 named users, which have already gone live with not less than four of the seven specified functional areas.	Copy of Customer Order and Customer 'Go Live' Certificate OR any other document from customer giving desired details.	20	1 installations – 10 marks 2 installations – 15 marks 3 or more installations - 20
2	Experience of SAP ERP projects in PSU/Govt. sector in India	Number of ERP customers in Govt./ Public sector in India where SI has implemented SAP ERP solution with minimum 100 named users, which have already gone live with not less than four of the seven specified functional areas.	Copy of Customer Order and Customer 'Go Live' Certificate OR any other document from customer giving desired details.	20	1 installations – 10 marks 2 installations – 15 marks 3 or more installations - 20 marks
3	Experience of large ERP projects in India	Number of customers in India where SI has implemented offered SAP ERP solution with minimum 1000 named users, which have already gone live with not less than four of the seven specified functional areas	Copy of Customer Order along with 'Go Live' Certificate from the customers or any other document from customer giving desired results	20	1 installations – 10 marks 2 installations – 15 marks 3 or more installations - 20 marks
4	Quality of manpower proposed for Project Managers	Number of experienced project managers with more than 7 years of experience, to be deployed in the CIL	Resumes certified by authorized signatory of the bidder	10	1 project manager – 2 mark



Technical Evaluation Matrix					
Sl. No.	Criteria	Description	Supporting Documents	Max Score	this may be done later
		project, who have executed at least 3 SAP ERP projects earlier.			2 project managers – 4 marks 3 project managers – 6 marks 4 project managers – 8 marks 5 or More than 5 project managers – 10 marks
Presentation on Specified skills by the Bidder					
1	Presentation on the SAP implementation approach and capability from CIL phase II perspective	Bidder to make a presentation indicating its implementation approach for phase II implementation using Global blueprint in line with the prescribed guidelines to Technical Evaluation committee. Presentation will also be video-graphed for future reference.	Presentation on implementation capability from CIL perspective	30	0-30 as per performance

19.0 Influencing CIL

- Bidder shall contact CIL on any matter relating to its bid only in writing, from the time of the opening of bids to the time the Contract is awarded.
- Any effort by a bidder to influence CIL in CIL's bid evaluation, bid comparison or decisions to award the Contract shall result in rejection of the bidder's bid.

20.0 Award Criteria

Subject to compliance of clauses 4, 5, 7 and 8 of NIT (Section I) and bid being acceptable with respect to Bid Documents, with acceptable bid price, CIL shall award the Contract to the successful bidder as per clause 18 of ITB.

21.0 Owner's Right to Accept / Reject the Bid

CIL reserves the right to accept or reject the bid, and to annul the bid process and reject the bid at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CIL's action.



22.0 Notification of Award

Prior to the expiration of the period of bid validity/ extended bid validity CIL shall communicate to the bidder in writing by registered/speed post or by fax or by e-mail that its bid has been accepted. However, electronic communication shall be treated as 'Notification of Award'. The Notification of Award/ Letter of Award will constitute the formation of the contract and will be considered for all purposes of execution of contract provisions, till such time as the written Contract Agreement is signed by both the Parties.

23.0 Signing of the Contract Agreement

The Contract Agreement will be signed in two (2) originals on non-judicial stamp paper of appropriate value within thirty (30) days of issue of Notification of Award / Letter of Award and the successful bidder shall be provided with one signed copy of original Contract Agreement and the other will be retained by CIL.

24.0 Immunity to Government of India

It is expressly understood and agreed to by and between the bidder and CIL that CIL is entering into the Contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CIL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The bidder expressly agrees, acknowledges and understands that CIL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the Contract. Accordingly, the bidder hereby expressly waives, release and forgoes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under the Contract.

25.0 Capitalized Terms

Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them in Conditions of Contract (Section III).

Section III: CONDITIONS OF CONTRACT (CC)

1.0 Definition of Terms

In the Contract, the following terms shall be interpreted as indicated below:

1.1 Contract elements

- i. **“Contract”** means the Contract Agreement and the Contract Documents, together with any amendments and clarifications issued from time to time, provided that until the Contract Agreement is signed between the Owner and the Contractor, the LOA together with the Contract Documents, shall constitute the Contract.



- ii. **“CC”** means the Conditions of Contract.
- iii. **“Contract Documents”** means the documents specified in CC clause 3.0.
- iv. **“Contract Agreement”** means the agreement to be entered into between CIL/Owner and the Contractor using the format of Contract Agreement contained in the Proposal. The date of the Contract Agreement shall be recorded in the signed form.
- v. **“Implementation Schedule”** means the implementation schedule documented in the Agreed and Finalized Project Plan.
- vi. **“Contract Price”** or **“Total Contract Value”** means the quoted price plus GST, payable to the Contractor, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement, as arrived at, based on the individual rates quoted by the Contractor for the various items as accepted by the Owner, with or without any alteration, as the case may be.
- vii. **“Notification of Award”/“Letter of Award (LOA)”** means the official notice issued by the Owner notifying the Contractor that its bid has been accepted.
- viii. **“Professional user/ Named user”** means an ERP user who has rights for data entry/ editing/ approval etc. to all modules of ERP.
- ix. **“Pre-contract Integrity Pact”** means the agreement, in the format provided in Annexure V, to be submitted by a bidder at the time of submitting its bid in the manner set out in the Bid Documents. Non-submission or submission of an invalid Pre-contract Integrity Pact will lead to rejection of the bid.

1.2 Entities

- i. **“Owner” / “Employer” / “Purchaser”** means **Coal India Limited (CIL)** and shall include its legal representatives, successors and assigns.
- ii. **“ERP Project Leader”/ “Project Coordinator”** means a designated officer of the Owner appointed in writing by the Owner in the manner provided in CC clause 17 to perform the duties delegated by the Owner for the purposes of the Contract.
- iii. **“Subsidiary ERP Leader”** means a designated officer of each subsidiary to be notified in writing by the Owner to the Contractor in the manner provided in CC clause 17 to perform the duties delegated by the Owner for the purposes of the Contract.
- iv. **“Implementation Partner (IP)”/ “Contractor” / “Supplier” / “System Integrator (SI)”** means M/s Tech Mahindra and shall include their successors and permitted assigns.
- v. **“Contractor’s / Implementation Partner’s / System Integrator’s Representative”** means the person nominated by the Contractor / Implementation Partner / System Integrator and approved by the Owner in the manner provided in CC clause 18 to perform the duties delegated by the Contractor / Implementation Partner / System Integrator.
- vi. **“Sub-contractor”** means the person or entity to whom any part of the Services is sub-contracted by the Contractor with the consent of the Owner in writing.
- vii. **“Parties”** means the Owner and the Contractor collectively and **“Party”** shall mean any of them individually.
- viii. **“Project Manager”** means the person/s appointed by the Implementation Partner to manage activities relating to implementation of such functions/ processes as may be designated by the Implementation Partner.



- ix. **“Steering Committee”** means a committee which will consist of members nominated by the Owner and the Contractor, and which will govern the project. Its constitution will be finalized at the time of commencement of the project and the chairman of the committee shall be a nominee of the Owner.
- x. **“Process/ Function Owner”** means a person or persons, to be based at CIL and its subsidiaries, and designated by the Owner or its subsidiaries, to be responsible for ensuring satisfactory implementation of a process or function in the ERP solution.
- xi. **“Phase II Subsidiaries”** means the subsidiaries which will be taken up for implementation of SAP ERP, in second phase, i.e. SECL, NCL, BCCL, CCL, ECL & CMPDI
- xii. **“ERP Competency Centre”** means a centrally managed team of functional and technical consultants for long term operation and maintenance of the ERP solution without major external support

1.3 Subject

- i. **“Services” / “Assignment” / “Job”** means all technical, logistics, management and any other services to be provided by the Implementation Partner under the Contract to supply ERP licenses, install and implement the ERP system, implement Hospital Management System, customize, integrate, make operational, provide stabilization support and annual maintenance support of the proposed ERP system. Such Services may include, but are not restricted to Installation, Commissioning, Go-Live, Stabilization, Training and Support.
- ii. **“Project Plan”** means the MS Project based document to be developed by the SI and approved by the Owner pursuant to CC clause 20.0 based on the requirements of the Contract and the development and implementation plan included in the Implementation Partner’s bid. For the sake of clarity, the **“Agreed and Finalized Project Plan”** refers to the version of the Project Plan approved by the Owner, in accordance with CC clause 20.2. The Agreed and Finalized Project Plan may be changed / modified during the course of the project. Should the Agreed and Finalized Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- iii. **“ERP Software” / “ERP Product”** means software that provides the operating and management instructions for the underlying hardware, databases and such other software as the Parties may agree in writing to be ERP Software / ERP Product.
- iv. **“Materials”** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text in hard / soft copies) and on any medium, provided to the Owner under the Contract.
- v. **“Intellectual Property Rights”** means any and all copyright, trademark, patent, designs, works of authorship and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future and whether or not registered, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.



- vi. **“Exit Management Plan”** means the plan to be provided by the Contractor to the Owner in accordance with CC clause 29.3 and which shall deal with the processes to be followed on completion of the project.

1.4 Activities

- i. **“Delivery”** means the transfer / rendering of the system / Material / Services from the Implementation Partner to the Owner.
- ii. **“Go-Live”** (Commissioning) means the ERP system is available for live transactions following data conversion as per the definition in the Agreed and Finalized Project Plan. Go-Live Acceptance tests will be conducted in accordance with the Agreed and Finalized Project Plan.
- iii. **“Go-Live Acceptance Tests”** means the tests specified in the Agreed and Finalized Project Plan to be carried out to ascertain whether the ERP system is able to attain the functional and performance requirements (relating to commissioning) in production / live environment as specified in the Scope of Work and Agreed & Finalized Project Plan.
- iv. **“Go-Live Acceptance”** means the acceptance by the Owner that the ERP system is capable of attaining the functional and performance requirements (relating to Go-Live) as specified in the Scope of Work and Agreed & Finalized Project Plan.
- v. **“Stabilization Period”** means successful running of the full system for at least six (6) months from the date of roll-out at last location for the ERP product and successful running of the Hospital Management System for at least three (3) months from the date of roll-out at the last hospital.
- vi. **“Stabilization Acceptance Test”** means the tests specified in the Agreed and Finalized Project Plan to be carried out to ascertain whether the ERP System, or a specified subsystem, is able to attain the functional and performance requirements in production / live environment as specified in the Scope of Work and Agreed and Finalized Project Plan.
- vii. **“Stabilization Acceptance”** means the acceptance by the Owner that the ERP system is capable of attaining the functional and performance requirements (relating to Stabilization) as specified in the Scope of Work and Agreed and Finalized Project Plan.
- viii. **“Facilities”** means the Project Plan, ERP Software / ERP Products and Materials to be supplied and installed, as well as Services to be carried out by the Implementation Partner under the Contract.
- ix. **“Third Party Software”** means any standard software being offered by the Contractor as part of the Facilities and includes ERP software, Hospital Management System, Data Bases, middle-ware etc.
- x. **“Operational Acceptance”** shall have the meaning assigned to it in CC clause 36.
- xi. **“Final Acceptance”** means the acceptance by the Owner after completion of all obligations including the Annual Maintenance Support mentioned in the Contract Agreement.
- xii. **“Presentation”** means the presentation to be made by the bidders as per CIL guidelines after submission of its bid

1.5 Place and time



- i. **“Day”** means calendar day of the Gregorian calendar.
- ii. **“Week”** means continuous period of seven (7) days.
- iii. **“Month”** means calendar month of the Gregorian calendar.
- iv. **“Year”** means a period of twelve (12) consecutive months.
- v. **“Contract Period”** is the time period, in days, during which the Contract governs the relations and obligations of the Owner and the Implementation Partner in relation to the ERP implementation project.
- vi. **“Site”** means the office, land and other places upon which the Facilities are to be supplied and installed, and such other office, land or places as may be specified by the Owner in the Contract as forming part of the Site.

2.0 GENERAL

- 2.1 The Conditions of Contract (CC) shall be read in conjunction with the Technical Specification (TS), Appendices / Annexures and any other document forming part of the Contract, wherever the context so requires and shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2 The language of the bid/ offer, drawings & all correspondences between the Owner and the Contractor shall be in 'English' only. However, any printed literature furnished by the Contractor may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation, the English translation shall govern. The Contractor shall bear the costs and risks of such translation.
- 2.3 Words importing singular shall include plural and vice versa. The headings in the CC are for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
- 2.4 Words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- 2.5 Unless the context otherwise requires, all references to a person and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, governmental authority, association of persons or partnership (whether or not having separate legal personality) of two or more of the above and shall include the successors and assigns.
- 2.6 Time shall be the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be the essence.
- 2.7 The rule of interpretation which requires that an agreement be interpreted against the person drafting it shall have no application in the case of the Contract.
- 2.8 Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them elsewhere.

3.0 CONTRACT DOCUMENTS

The term Contract Document shall mean and include the following which shall essentially form an integral part of the Contract:

- i. Notification of Award / Letter of Award duly accepted by the Implementation Partner together with its amendments, if any;



- ii. Section- I; e-Tender Notice (NIT) including subsequent corrigendum/amendments/clarifications, if any;
- iii. Section-II; Instructions to Bidders (ITB) including subsequent corrigendum/amendments/clarifications, if any;
- iv. Section-III; Conditions of Contract (CC) including subsequent corrigendum/amendments/clarifications, if any;
- v. Section-IV; Technical Specification (TS) including subsequent corrigendum/amendments/clarifications, if any;
- vi. Letter of Bid along with Appendices / Annexure(s)/ Attachments, etc;
- vii. The Contract Agreement.
- viii. User Portal Agreement.

3.1 In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the Owner shall be final and binding with regard to the intention of the document or Contract, as the case may be.

3.2 Format of Contract Agreement is enclosed as Appendix X.

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Implementation Partner shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Implementation Partner in the performance of the Contract. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Implementation Partner shall not, without the Owner's prior written consent, make use of any document or information enumerated in the Bid Documents except for purposes of performing the Contract.

5.0 NOTICES

5.1 Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing or by e-mail and confirmed in writing to the other Party's address specified in the Contract Documents.

5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT:

6.1 "Contract Performance Guarantee"/ "Security Deposit" shall consist of two parts:

- a. Performance security to be submitted at award of work by the Contractor,
- and
- b. Retention money to be recovered from the running bills.

The Security Deposit shall bear no interest.

6.1.1 Performance security shall be 6.25% of Total Contract Value and has to be submitted by the Contractor within Twenty One (21) days of issue of LOA in any of the forms given below.



- An irrevocable, unconditional, replenishable, payable on first demand performance bank guarantee in the form, given in Appendix XII, from (i) any schedule bank acceptable to the Owner. Bank guarantee issued by out station bank shall be operative at their local branch in Kolkata. The bank guarantee shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the bank guarantee as well as its local operating branch OR (ii) a foreign bank located in India and acceptable to the Owner. A format of the performance bank guarantee is enclosed as Appendix XII.
- NEFT/RTGS/Demand Draft drawn in favor of **Coal India Limited** payable in Kolkata.

6.1.2. Failure of the Contractor to comply with the requirements as above shall constitute sufficient ground for cancellation of the LOA and forfeiture of the EMD.

The Contractor may also be debarred from participating in any future tenders floated by the Owner and its subsidiaries for a minimum period of twelve (12) Months.

6.1.3 Retention money will be deducted at 5% from running bills. Retention money may be released against equivalent bank guarantee only for values above Rs. 25.0 lakhs.

6.1.4 In lieu of the retention money as specified in clause 6.1.3, the Contractor shall have the option to submit additional bank guarantee @ 5% of Total Contract Value in the form and manner specified in CC clause 6.1.1. If this option is exercised by the Contractor, the Contractor may submit a consolidated bank guarantee towards performance security and retention money @ 11.25% of Total Contract Value.

6.2 The bank guarantee amount shall be payable to the Owner without any condition whatsoever.

6.3 While offering bank guarantee as the performance security, the Contractor shall have to ensure that the said bank guarantee remains valid for sixty (60) months from the date of LOA and shall be released/ renewed (for such further period), as may be required by the Owner.

6.4 The Owner shall without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to deduct/appropriate/encash from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the Contractor to the Owner as may be determined in terms of the Contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor within thirty (30) days of such deduction/ appropriation by the Owner, failing which the Owner shall be entitled to terminate the Contract.

6.5 The entire amount of the Contract Performance Guarantee/ Security Deposit will be released only after the successful completion of the Contract.

6.6 The bank guarantee issued by the bank on behalf of the Contractor in favour of "Coal India Limited" shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS Platform is furnished below:

Name of Bank: ICICI Bank
 Branch Name: Rasoi Court
 IFSC Code: ICIC0000006
 Account No.: 000651000038
 Customer ID: 066312



The bank guarantee submitted by the Contractor as performance security shall be encashable by the Owner within the currency of the said bank guarantee, in the event of the Contractor's failure to complete the obligations under the Contract.

7.0 APPLICABLE LAW AND JURISDICTION

All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the Parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and subject to CC clause 8, herein below, the Parties hereby agree to submit to the jurisdiction of the courts in Kolkata.

8.0 SETTLEMENT OF DISPUTES

8.1 It is incumbent upon the Contractor to avoid litigation and disputes during the course of execution of the Contract. However, if any dispute(s), difference(s), claim(s) or question(s) arise out of or in connection with or relating to the Contract ("**Dispute**") between the Contractor and the Owner, to the extent possible, effort shall be made in the first instance to resolve such Dispute amicably between the Parties by referring such Dispute to the ERP Project Leader, who within a period of fifteen (15) days after being requested by either Party to do so, shall give his decision in writing to the Parties.

8.2 In case such Dispute remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be referred to and settled by the head of the Steering Committee.

8.3 Save as hereinafter provided, such decision in respect of every Dispute so referred shall be binding upon, and shall forthwith be given effect to by, the Implementation Partner who shall comply with all such decisions, with all due diligence.

8.4 Any Dispute which remains unresolved pursuant to the actions taken under the aforesaid clauses shall be submitted to final and binding arbitration at the request of any Party upon written notice to the other Party, and the following shall apply to such arbitration:

8.4.1 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended by the Amendment Act of 2015. All proceedings of such arbitration shall be in the English language and the seat, place and venue of arbitration shall be Kolkata, India;

8.4.2 The arbitral panel shall consist of a sole arbitrator to be appointed by the competent authority of the Owner;

8.4.3 The decision of the sole arbitrator shall be final and binding on the Parties; and

8.4.4 The Owner shall have the right to replace and appoint a new arbitrator in the event the arbitrator, appointed by it pursuant to CC clause 8.4.2, expires, neglects or refuses to act, resigns or is unable to act as a sole arbitrator for any reason whatsoever, or if his/her award is set aside by the court for any reason.

8.4.5 In case such dispute between CIL and Public Sector Enterprises (s) and Govt. (s) Deptt.(s) remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be resolved through the mechanism as detailed under Order no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Govt. of India, on the subject AMRCD dispute resolution mechanism of CPSE(s), brief of which stated below.

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public



Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 ”

- 8.5 Notwithstanding any disagreement, Dispute, protest, or proceedings arising directly or indirectly out of the Contract, the Contractor shall at all times perform the Services in accordance with the Contract and shall not suspend performance of the Services on account of such disagreement, Dispute, protest or proceedings.

9.0 SUBCONTRACTING

Subcontracting is generally discouraged and the Owner expects the Contractor to deliver the entire project with its own resources. However, under special circumstances, subcontracting shall be allowed only for non-core activities such as Data Migration and Help Desk, as specifically indicated below. If the Contractor opts for sub-contracting such activities, as mentioned herein, the same must be clearly mentioned in the offer. Qualifications of the subcontractor must be as per CC clause 9.1 (Section III) given below.

9.1 Qualifications of the Subcontractor for Data Migration and Helpdesk

Parameter	Criteria	Supporting Document
Financial Strength	Should have average turnover of Rs. 1 cr per year for last 3 years (i.e. 2017-18, 2018-19 and 2019-20).	Certificate from practicing chartered accountant mentioning year wise turnover
Registration	Should be registered under (Indian) Companies Act, 1956/ 2013	Certified true copy of the certificate of incorporation
Experience	Should have performed similar responsibility for at least three other ERP customers of at least 200 users	Copy of order and customer certificate/ any other document from customer providing desired details

10.0 TIME FOR COMMENCEMENT

- i. The Implementation Partner shall commence work on the ERP system within Ten (10) days from the date of signing of the Contract Agreement OR within Thirty (30) days from the issuance of Letter of Award (LOA), whichever is earlier.
- ii. However, the Date of Commencement may be decided with mutual consent with the Contractor on any date prior to the date as prescribed above, after submission of Performance Security.

11.0 OTHER RESPONSIBILITIES OF IMPLEMENTATION PARTNER

- 11.1 Without prejudice to any express provision in the Contract, the Implementation Partner shall perform the Services and carry out all due obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and employ appropriate technology, qualified professionals, safe and effective equipment, machinery, materials and methods.



- 11.2 The Implementation Partner shall ensure quality of Service as per the recommendations of the Quality Review Group as per clause 5.2.2 (XVI) of the Technical Specifications.
- 11.3 The Implementation Partner shall provide personnel who shall not engage in any other business or professional activity in India or abroad during their work at the Site.
- 11.4 The Implementation Partner shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees and agents from and against any losses or damages, whatsoever, arising or resulting from the Implementation Partner's gross negligence in the performance of the Contract.
- 11.5 The Implementation Partner shall acquire in its name and shall maintain in full force and effect all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 11.6 The Implementation Partner shall comply with all laws in force in India, including but not limited to all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Implementation Partner. The Implementation Partner shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees, agents for and/or against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Implementation Partner or its personnel.
- 11.7 The Implementation Partner shall be responsible for performing and safely storing timely and regular system backups of its data and applications in accordance with accepted data management principles.
- 11.8 The Implementation Partner shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The key personnel as deployed for the project by the Implementation Partner shall in no case claim any regular employment with the Owner and/or its subsidiaries, and all their employee benefits (including but not limited to provident fund, gratuity and statutory liabilities) will be borne by the Implementation Partner.

12.0 RESPONSIBILITIES OF OWNER

- 12.1 The Owner shall ensure the availability of all information and/or data to be supplied by the Owner to the Implementation Partner.
- 12.2 The Owner shall be responsible for timely provision of core team and necessary resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan as per CC clause 20 "Project Plan".
- 12.3 The Owner shall provide the office space, furniture and other facilities such as voice and data connectivity within its premises for the Implementation Partner's team in accordance with the Agreed and Finalized Project Plan.
- 12.4 The Owner shall provide internal resources in the form of core team, necessary access, and information for the supply, development, implementation and Go-Live (including Go-Live Acceptance) of the ERP implementation as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Implementation Partner.
- 12.5 Unless otherwise specified in the Contract or agreed upon by the Owner and the Implementation Partner, the Owner shall provide personnel, to properly carry out Go-Live



(including successful running and stabilization of the system), at or before the time specified in the Agreed and Finalized Project Plan.

- 12.6 The Owner will designate appropriate staff for the training courses to be given by the Implementation Partner and shall endeavor to make all appropriate logistical arrangements for such training as specified in the CC, the Agreed and Finalized Project Plan, or other parts of the Contract.
- 12.7 The Owner shall ensure that the supplied ERP licenses shall be deployed to use, implement, integrate and / or customize the ERP product in order to carry out the Services.
- 12.8 In the remote locations, the Owner will provide accommodation to the employees of the Contractor on payment basis, subject to availability.
- 12.9 The Owner will ensure timely availability of necessary hardware/ IT infrastructure before Go-Live. CIL will also ensure adequate network connectivity from all data entry points (including hospitals) to the data centers.

13.0 TERMS & CONDITIONS OF PAYMENT

- 13.1 The Contractor's quoted price for all supplies and services required under the Contract is inclusive of all incidental costs (such as cost of man hours spent in IP's and Owner's office / Site during any data collection and discussion etc., all expenses for personnel services, visits, transport charges, cost of collecting required data etc., and all necessary services, materials, stationery, computer services, typing, printing, photocopying etc. to fulfill the requirement of the scope of work).
- 13.2 Any payment made by the Owner, herein, shall not be deemed to constitute Go-Live Acceptance of the system, by the Owner.
- 13.3 All payments shall be made by the Owner to the Implementation Partner as per milestones and only after signing of Contract Agreement and submission of following documents:
 - i) Letter of Award (LOA) duly accepted by Implementation Partner,
 - ii) Contract Performance Guarantee (CPG) / Security Deposit as per CC clause 6.0 above,
 - iii) Any other document as specified in the LOA/Contract, and
 - iv) Any documents, as prescribed under the relevant law, required by the Owner and/or subsidiary (ies) for availing input tax credit.

In general, payment will be made within twenty one (21) days of the submission of specified documents against each milestone payment, as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating basic price and GST), subject to the veracity of the bill/invoice submitted by the Contractor. The Owner may ask the Contractor to raise its invoices in the name of specific subsidiaries depending on the deliverables to such subsidiary. In such a case, payment will be released by the respective subsidiary and the licenses will be issued in the name of the respective subsidiary.

Further, the Owner/subsidiaries will retain the right to use the licenses in CIL or the subsidiaries as per clause 5.2.1 of Technical Specifications.

13.4 Payment Schedule

Payments shall be released on completion of milestone / activities (as applicable) as given in Table I below. This payment schedule may be read in conjunction with the delivery schedule given in Table IV under clause 7 of the Technical Specification. Activities mentioned



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in the columns 'Milestone' and 'Documents for completion of Milestone' correspond to the activities indicated in the delivery schedule. ERP Project Leader/ Project Coordinator and/or Subsidiary ERP Leader will accept/sign the completion certificate of any activity on confirmation of the same by the associated Process/ Function Owners designated by subsidiary and CIL.

Irrespective of the rescheduling of the activities by the SI in the Project Plan, payments will be made on completion of the activities mentioned in the specified milestone.



Table I: Payment Schedule

Sr. No.	Description of Task	Payment	Milestone	Documents for completion of Milestone	Week No from commencement of the implementation phase II
Charges for Implementation, Configuration, Development, Bespoke, Integration, customization Data Migration, testing & Training and Stabilization Support					
1	Project Preparation (Part I)	8% of the implementation cost	On completion of activities sl no 1 to 6 of phase II deliverables given in delivery schedule Milestone # S1	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator that specified activities have been completed.	4
2	Project Preparation (Part II)	8% of the implementation cost	On completion of activities sl no 7 to 11 of phase II deliverables given in delivery schedule Milestone # S2	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator that specified activities have been completed.	8
3	Realization Activities for each subsidiary	Total 12% of implementation cost@ pro-rata basis*	On completion of activities sl no 12 TO 15 of deliverables given in delivery schedule for each subsidiary Milestone # S3	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that specified activities have been completed.	24
4	Final Preparation Activity for each subsidiary	Total 12% of implementation cost@ pro-rata basis*	On completion of activities sl no 17,18,19,20,21,22 of deliverables given in delivery schedule for each subsidiary Milestone # S4	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that specified activities have been completed.	35
5	Go-live at First two of the six subsidiaries including end user training of each subsidiary	Total 30% of implementation cost@ pro-rata basis*	On completion of activities sl no 23 & 24 of deliverables given in delivery schedule for each subsidiary Milestone # S5	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that specified activities have been completed.	37



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6	Go-live at other two of the six subsidiaries including end user training of each subsidiary		On completion of activities sl no 23 &25 of deliverables given in delivery schedule for each subsidiary Milestone # S6	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that specified activities have been completed.	39
7	Go-live at other last two of the six subsidiaries including end user training of each subsidiary		On completion of activities sl no 23 &26 of deliverables given in delivery schedule for each subsidiary Milestone # S7	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that specified activities have been completed.	41
8	Integration of HMS of hospitals with ERP in each subsidiary	Total 3% of implementation cost@ pro-rata basis*	On completion of activities sl no 27 of deliverables given in delivery schedule Milestone # S8	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that specified activities have been completed.	42
9	Stabilization support including hand-holding support for six month after Go-live and roll out at last subsidiary	Total 27% of implementation cost@ pro-rata basis*	On completion of activities sl no 28 of deliverables given in delivery schedule for each subsidiary Milestone # S9	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that specified activities have been completed.	67
III	Charges for Quality Review and Audit by ERP OEM				
1	Charge for Blueprinting support, Quality Review and Audit by ERP OEM.	50 % of the Charges for Quality Review and Audit by ERP OEM	On submission of Audit Report for Business Delta Blueprint (Stage-II) as per activity 11 and upon acceptance by CIL. Milestone # X1	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator that specified activities have been completed.	8
2		50 % of the Charges for Quality Review and Audit by ERP OEM	On submission of Audit Report before Go-Live (Stage-II) of the ERP system of six second stage subsidiaries as per activity 21, and upon acceptance by CIL. Milestone # X2	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator that specified activities have been completed.	35



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IV	Charges for AMC for ERP implementation Services				
1	Charges for Annual Maintenance Contract (AMC) for ERP implementation services for 1 year after completion of Post Go-Live Stabilization period for the six subsidiaries included in the phase II.	25% of the annual rate Every quarter after completion of milestone # S9 on pro-rata basis	On completion of each quarter of the Annual Maintenance Contract Support period and upon certification by CIL ERP project leader for each quarter.	Certificate by the SI duly accepted by the CIL ERP leader/ Coordinator (after approval of subsidiary ERP leader) that AMC activity has been completed.	80
					93
					106
					119

NOTE: * Payment on Pro rata basis

For milestones# 3 to 9, payment will become due for a subsidiary once the specified activities relating to the milestone for the specific subsidiary has been completed. While the total payable amount has been specified (e.g. 12% for milestone S3), payment pertaining to each subsidiary will be calculated in the ratio of the total licenses deployed in specific the subsidiary. The number of licenses to be deployed in each subsidiary will be indicated at the project planning stage.

**13.5 Payment for supply, installation and operation of necessary hardware and related software for development and configuration activities (till the installation of the Owner's hardware)**

The Owner will endeavour to make timely availability of required hardware and related software needed for ERP development and configuration to the SI, as per the specifications finalized during first phase of ERP implementation. However, in case of any delays in procurement, SI will deploy its own hardware and related software for this purpose to ensure that there is no delay in the Project Plan. Exact status of the availability of hardware will be communicated to the SI during the finalization of project plan. The Owner will pay a fixed monthly rental of Rs. 3 Lakhs plus GST as applicable for this service. Rental will be payable at the end of each quarter on submission of SI invoice duly certified by the ERP Project Leader.

13.6 E-Payment

The Owner shall make all the payments under the Contract to the Implementation Partner through e-payment system. The Implementation Partner shall open an account with banks having Core Banking Facility (CBS Branch) and fill in enclosed ELECTRONIC FUND TRANSFER (EFT) FORM at Annexure II and submit along with the proposal. In case Implementation Partner fails to provide requisite information as sought, it may result in delay in payment for which the Owner will not be responsible.

13.7 Taxes and Duties

- (i) The Contractor shall be entirely responsible for payment of all taxes, duties, fees and other levies that are payable in respect of the Contract and the performance of the Services, except GST as applicable, which will be payable by the Owner/ respective subsidiary to the Contractor.
- (ii) No additional claim on account of any taxes, duties, fees and other levies or interest thereon shall be entertained by the Owner/ respective subsidiary except as provided in paragraph (iii) below.
- (iii) If during the Contract Period (or any extension thereof, not being an extension for reasons attributable to the Implementation Partner) any new taxes are notified by the applicable statutory authority in India and such new taxes are applicable on the goods/ services, then such new taxes shall be to the Owner's account. No extra payment will, however, be made without presentation of supporting documents.
- (iv) If it is statutory requirement to make deductions towards any taxes and duties, the same shall be made by the Owner and a certificate for the same shall be issued to the Implementation Partner. SI will indemnify CIL and its subsidiaries for any tax loss suffered by CIL and/ or its subsidiaries due to any non-compliance of tax laws by SI.
- (v) All applicable taxes, duties including but not limited to custom duties, surcharges / cess etc. and other levies for all transactions under the Contract are included in the Contract Price, other than GST.
- (vi) The Implementation Partner shall be solely responsible for the taxes that may be levied on the Implementation Partner's persons or on earnings of any of its employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner in this regard. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, 1961 for the Implementation Partner or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, 1961 deduction of income tax at source shall be made by the Owner.



- (vii) All tax invoices to be raised by the SI must be in compliance with the applicable Goods and Services Tax laws including the relevant acts, rules, regulations and notifications made thereunder (the “GST Laws”) and should bear the GSTIN number of the Owner and/or respective subsidiary on whom such invoices have been raised. The rate and amount of CGST& SGST, IGST, and GST (Compensation to state) cess, related to supply of goods and/or services, shall be shown separately in the tax invoices.
- (viii) The CGST and SGST, IGST and GST (Compensation to state) cess, as applicable at the time of supply of goods and/or services, shall be paid extra against submission of proper tax invoice, as referred above, by the SI so that the Owner and/or respective subsidiary are able to avail Input Tax Credit (ITC) of such CGST and SGST, IGST, GST (compensation to state) cess reflected in the tax invoice.
- (ix) If the Owner/respective subsidiary fails to claim Input Tax Credit (ITC) on eligible Inputs/Capital Goods/Input services or the ITC claimed is disallowed due to failure on the part of the SI in including the tax invoices issued to the Owner /respective subsidiary in its relevant returns under GST, issue of proper tax invoices or any other reason whatsoever, the applicable taxes & cess paid based on such tax invoice shall be recovered from the current bills or any other dues of the SI.
- (x) The amount of CGST & SGST or IGST, GST (Compensation to State) cess, as indicated in the tax invoice shall be normally paid only when they appear in GSTR 2A of the Owner/respective subsidiary and the SI has filed the valid return in accordance with the applicable provisions of the GST Laws. However, if Owner/respective subsidiary decides to pay the taxes before reflection of invoice in GSTR 2A, Owner/respective subsidiary reserves the right to recover the said taxes from the current bills or any other dues of the SI, if such invoices are not reflected in GSTR 2A as per the provisions of the GST Laws.
- (xi) In the event of any additional tax liability accruing on the SI due to classification issue or for any other reason, the liability of the Owner/respective subsidiary shall be restricted to the amount of GST charged on the original tax invoice issued by the SI.
- (xii) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the SI, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the SI against its bill/invoice or any other dues to be recovered from the SI.

13.8 Paying Authority

General Manager (Finance) of CIL / the Subsidiary on whom the invoice will be raised

14.0 Intellectual Property Rights (IPR)

- 14.1 In order to perform the Services, Implementation Partner must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.
- 14.2 The Intellectual Property Rights in the ERP base products and standard materials and methodologies shall remain vested in the owner(s) of such rights. The Owner shall be granted non-exclusive and paid up license to use the ERP base products in accordance with the terms of its license from ERP OEM and standard materials including modifications



thereto for the purposes agreed herein. For any custom or bespoke development made to the software, the Intellectual Property Rights shall belong to the Owner in perpetuity and for the entire world and only if any aspect of such Intellectual Property Rights is found as a matter of law not to be owned by the Owner, such aspect of the Intellectual Property Rights shall irrevocably and unconditionally stand assigned to the Owner, without any further consideration, for the entire world, in perpetuity and for all mediums or modes, now existing or that may come into existence in future. Such assignment of Intellectual Property Rights will never lapse irrespective of whether or not the Owner exercises any of the Intellectual Property Rights so assigned. However, the Owner has the rights to transfer the ERP base product licenses to any region/ project office/ Site office of the Owner or its parent, subsidiary or affiliate for the purpose mentioned in the Contract Documents.

- 14.3 Implementation Partner shall not be assigning or handing over any rights in its pre-existing intellectual property and proprietary information or process to the Owner. However, Implementation Partner will grant the Owner an unlimited, perpetual, non-exclusive, non-transferable license to use the same for internal use within the Owner's organization, their affiliates and subsidiaries. Also, any specific new Intellectual Property Rights that arise during the course of implementation of this project will solely vest with the Owner in perpetuity and for the entire world and only if any aspect of such Intellectual Property Rights is found as a matter of law not to be owned by the Owner, such aspect of the Intellectual Property Rights shall irrevocably and unconditionally stand assigned to the Owner, without any further consideration, for the entire world, in perpetuity and for all mediums or modes, now existing or that may come into existence in future. Such assignment of Intellectual Property Rights will never lapse irrespective of whether or not the Owner exercises any of the Intellectual Property Rights so assigned.
- 14.4 All documents, reports information, data etc. collected and prepared by Implementation Partner in connection with the scope of work will be the property of the Owner and shall be submitted to the Owner.
- 14.5 Implementation Partner shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out of any services with any third parties.
- 14.6 Implementation Partner shall not without the prior written consent of the Owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of Services.

15.0 Third Party Software

Any third party software offered by the Contractor as part of the offered solution, must not be under litigation for any Intellectual Property Rights infringement or title ownership or any other violation, at the time of the signing of the Contract Agreement.

Implementation Partner shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Owner shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities.

16.0 Confidential Information

- 16.1 The Contractor, including the Contractor's directors, officers, employees, affiliates, or its expressly authorized representatives or agents will not at any time during pendency of the Contract or afterwards, disclose to any person any information, including but not limited to



any documents, components, parts, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system or any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of the Owner, in any jurisdiction, and any amendments or supplements thereto. The Contractor should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

The Contractor shall not disclose to others or use for its own benefit or for the benefit of others, any proprietary information which is disclosed to the Contractor by the Owner at any time during the term of the Contract / while issuing the LOA / during execution of work or thereafter. The Contractor shall disclose proprietary information received under the Contract to persons within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such proprietary information. This clause shall survive and continue after the expiration or termination of the Contract. Implementation Partner shall ensure that its employees, agents, representatives, successors and agents adhere with the confidentiality obligations as mentioned herein and are bound by the confidentiality obligations similar to the one mentioned under the Contract.

- 16.2 The obligation of the Contractor under CC clause 16.1 above, however, shall not apply to any information which:
- a. is now or hereafter becomes publicly known or available without the breach of the Contract;
 - b. was previously in the possession of the Contractor without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Owner pursuant to the Contract;
 - c. otherwise lawfully becomes available to the Contractor from a third party that has no obligation of confidentiality;
 - d. is independently developed by the Contractor; or
 - e. is required to be provided under any law or process of law duly executed.

17.0 ERP Project Leader/Project Coordinator

- 17.1 The Owner shall appoint and notify the Implementation Partner in writing the name of the designated ERP Project Leader /Project Coordinator in the kick-off meeting or earlier. The Owner may also from time to time appoint some other person as the ERP Project Leader /Project Coordinator in place of the person previously so appointed and shall give a notice of the name of such other person to the Implementation Partner without delay. The ERP Project Leader/Project Coordinator shall have the authority to represent the Owner on all day-to-day matters relating to the implementation of the ERP system or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager to the ERP Project Leader/Project Coordinator, except as otherwise provided for in the Contract.

All notices, instructions, information, and other communications to be given by the Implementation Partner to the Owner under the Contract shall be given to the ERP Project Leader /Project Coordinator, except as otherwise provided for in the Contract.



- 17.2 The ERP Project Leader/Project Coordinator may at any time delegate to any person any of the powers, functions, and authorities vested in him or her.
- 17.3 The Owner shall notify the Implementation Partner in writing the name of the designated Subsidiary ERP leader appointed by each subsidiary in the kick-off meeting or earlier. The respective subsidiaries may also from time to time appoint some other person as the Subsidiary ERP Leader in place of the person previously so appointed and the Owner shall give a notice of the name of such other person to the Implementation Partner without delay. Subsidiary ERP Leader will have the authority to supervise project activities related to the relevant subsidiary and to approve completion of such activities before any payment.

18.0 Implementation Partner's Representative

- 18.1 The Implementation Partner shall appoint the Implementation Partner's Representative within fourteen (14) days from the date of commencement as per CC clause 10 and shall request the Owner in writing to approve the person so appointed. The request must be accompanied by a detailed CV for the nominee, as well as a description of any responsibility other than the implementation of the ERP system that the nominee would retain while performing the duties of the Implementation Partner's Representative. If the Owner does not object to the appointment within fourteen (14) days of receipt of the request from the Implementation Partner, the Implementation Partner's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Implementation Partner shall suggest another person to act as the Implementation Partner's Representative and the aforesaid process will have to be followed thereafter to give effect to his appointment.
- 18.2 The Implementation Partner's Representative shall have the authority (shall furnish requisite documents to that effect) to represent the Implementation Partner on all day-to-day matters relating to the implementation of the ERP system or arising from the Contract. The Implementation Partner's Representative shall give to the ERP Project Leader/Project Coordinator all the Implementation Partner's notices, instructions, information, and all other communications under the Contract.
- All notices, instructions, information, and all other communications to be given by the Owner or the ERP Project Leader/Project Coordinator to the Implementation Partner under the Contract shall be given to the Implementation Partner's Representative or, in his absence, his deputy, except as otherwise provided for in the Contract.
- 18.3 The Implementation Partner shall not revoke the appointment of the Implementation Partner's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. This provision shall however not apply to a case of retirement, resignation or termination of employment of the Implementation Partner's Representative for whatever reason by the Implementation Partner. If the Owner consents to such an action, the Implementation Partner shall appoint another person of equal or superior qualifications and experience as the Implementation Partner's Representative within seven (7) days of separation of the erstwhile person with the prior approval of the Owner.
- i. The Implementation Partner's Representative and staff are obliged to work closely with the ERP Project Leader/Project Coordinator and act within their own authority, and abide by directives issued by the Owner that are consistent with the terms of the Contract. The Implementation Partner's Representative shall be responsible for managing the activities of its personnel.



- ii. The Implementation Partner's Representative may, subject to the written approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by Implementation Partner's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy of such a notice has been delivered to the Owner and the ERP Project Leader/Project Coordinator.
- iii. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with CC clause herein above shall be deemed to be an act or exercise by the Implementation Partner's Representative.

19.0 Objections and Removals

- 19.1 The Owner may, by notice to the Implementation Partner, object to any representative or person employed by the Implementation Partner in the execution of the Contract who has been found to be prima facie guilty of any corrupt or fraudulent act or misbehavior. The Owner shall provide evidence of the same, whereupon the Implementation Partner shall forthwith remove such person from work on the ERP implementation project.
- 19.2 If any representative or person employed by the Implementation Partner is removed in accordance with CC clause 19.1, the Implementation Partner shall appoint a replacement within fifteen (15) days.

20.0 Project Plan

- 20.1 In close cooperation with the Owner the Implementation Partner shall develop a detailed Project Plan for all six subsidiaries encompassing all the activities specified in the Contract.
- 20.2 The Implementation Partner shall formally present to the Owner the Project Plan for all six subsidiaries in accordance with the technical requirements as set out in the Proposal. The Implementation Partner has to specify the strategy and methodology with time frame and the synchronization of various phases of project to ensure completion of project in time. The Project Plan shall also include a PERT chart describing the activities, resources required and the time for completion. The plan shall also bring out the critical areas needing continuous attention of the Owner. The Agreed and Finalized Project Plan should have the same Go-Live date.
- 20.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan for all six subsidiaries shall be incorporated in the Contract by amendment.
- 20.4 The Implementation Partner shall undertake to develop, implement, integrate, commission and ensure the Go-Live and stabilization of the system in accordance with the Agreed and Finalized Project Plan and the Contract.
- 20.5 The progress and other reports specified shall be prepared by the Implementation Partner and submitted to the Owner in the format and frequency specified in the Agreed and Finalized Project Plan.
- 20.6 Changes to the Agreed and Finalized Project Plan, if required, shall be made with the mutual consent of the Owner and the Implementation Partner.
- 20.7 SI will also provide Exit Management Plan as per CC clause 29.3 of this Section.



21.0 Design and Development

21.1 Technical Specifications

- i. The Implementation Partner shall execute the basic and detailed design and the implementation activities necessary for successful implementation of the ERP system in compliance with the provisions of the Contract or where not so specified, in accordance with good industry practice.
- ii. The Implementation Partner shall be responsible for any discrepancies, errors or omissions in the specifications, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the ERP Project Leader/Project Coordinator or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Implementation Partner by or on behalf of the Owner.

21.2 Approval / Review of Technical Documents by ERP Project Leader/Project Coordinator

- i. The Implementation Partner shall prepare and furnish to the ERP Project Leader/Project Coordinator the documents as specified in the Technical Specifications for the ERP Project Leader/Project Coordinator's approval or review.
- ii. Within fourteen (14) days after receipt by the ERP Project Leader/Project Coordinator of any document requiring the ERP Project Leader/Project Coordinator's approval in accordance with CC clause 21.2 (i), the Project Leader/Project Coordinator shall either return one copy of the document to the Implementation Partner with its approval endorsed on the document or shall notify the Implementation Partner in writing of its disapproval of the document and the reasons for disapproval.
- iii. If the ERP Project Leader/Project Coordinator disapproves the document, the Implementation Partner shall modify the document and resubmit it for the ERP Project Leader/Project Coordinator's approval in accordance with CC clause 21.2(i). The procedure set out in CC clauses 21.2(ii) through 21.2(iii) shall be repeated, as appropriate, until the ERP Project Leader/Project Coordinator approves such documents.
- iv. The ERP Project Leader/Project Coordinator's approval, with or without modification of the document furnished by the Implementation Partner, shall not relieve the Implementation Partner of any responsibility or liability imposed upon it by any provisions of the Contract.
- v. The Implementation Partner shall not depart from any approved document unless the Implementation Partner has first submitted to the ERP Project Leader/Project Coordinator an amended document and obtained the ERP Project Leader/Project Coordinator's approval of the document, pursuant to the provisions of this CC clause 21.2. If the ERP Project Leader/Project Coordinator requests any change in any already approved document and / or in any document based on such an approved document, the provisions of "Changes to the ERP System" shall apply to such request.

22.0 Liquidated Damages (LD) for delay in Completion

- 22.1 If the Contractor fails to complete the specified work on or before the date of completion of indicated date of stabilization of ERP (as per clause 6.0 of TS), or CIL authorized extended date of such completion, it shall without prejudice to any other right or remedy available under the applicable law to the Owner on account of such breach, pay as compensation/



liquidated damages (“LD”) @ half percent (1/2%) of the Contract Price per week or part thereof, of delay.

The aggregate of such compensation/ compensations, excluding GST as per clause 13.7 (xii) of CC (Section III) shall not exceed ten percent (10%) of the Total Contract Value. The amount of compensation may be adjusted or setoff against any sum payable to the Contractor under the Contract or any other contract with the Owner.

- 22.2 The Owner, if satisfied, that the works can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of LD.
- 22.3 The Owner, if not satisfied that the works can be completed by the Contractor, or in the event of failure on the part of the Contractor to complete work within further extension of time allowed by the Owner, the Owner shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the Contract.
- 22.4 The Owner, if not satisfied with the progress of the Contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the Contract.
- 22.5 In the event of such termination of the Contract as described in CC clauses 22.3 or 22.4 or both, the Owner, shall be entitled to recover LD up to ten percent (10%) of the Contract Price and forfeit the Security Deposit submitted by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.
- 22.6 Notwithstanding the above, the total amount of penalty that may be levied by the Owner, as per this CC clause 22 and/or under the terms of the SLA (clause 5.2.2 XII (e) of Technical Specifications), shall not exceed ten percent (10%) of the Contract Price, save and except for reasons stated in CC clauses 29.2(vi) and 29.2(vii).

23.0 Delays not attributed to Implementation Partner

- 23.1 In case the Implementation Partner's performance is delayed due to any act or omission on the part of the Owner or due to any Force Majeure event, the Implementation Partner shall be given due extension of time for completion of the work, to the extent such omission on the part of the Owner/ Force Majeure has caused delay in the Implementation Partner's performance of the Contract. The ERP Project Leader / Project Coordinator shall decide about the reasonableness or otherwise of the extension of time after discussion with all Parties. Detailed procedure for such time extensions is given below.
- 23.2 On happening of any events causing delay as stated, hereinafter, the Contractor shall intimate immediately in writing to the ERP Project Leader/ Project Coordinator:
- Due to any reasons defined as Force Majeure.
 - Non-availability of ready infrastructure which the Owner is responsible for supplying/providing.
 - Non-availability or non-readiness of the Site to be made available or made available by the Owner.
 - Delay on the part of the contractors or tradesmen or any third party engaged by the Owner not forming part of the Contract, holding up further progress of the work.
 - Non-availability of approvals in time, which are to be made available by the Owner, if any, during progress of the work.



- f. Any other causes which, at the sole discretion of the Owner, is beyond the control of the Contractor.
- 23.3 A "Hindrance Register" shall be maintained by both the Owner and the Contractor at the Site to record the various hindrances, as mentioned above, encountered during the course of execution of the Contract.
- 23.4 The Contractor may request the Owner in writing for extension of time within fourteen (14) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Owner 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 Contractor in writing by the Owner through the ERP Project Leader/ Project Coordinator within one (1) month of the date of receipt of such request. The Contractor shall however make its best efforts to prevent or make good the delay by putting its endeavors constantly as may be reasonably required of it to the satisfaction of the ERP Project Leader/ Project Coordinator.
- 23.5 Provisional extension of time may also be granted by the ERP Project Leader/ Project Coordinator during the course of execution, on written request for extension of time within fifteen (15) days of happening of such events as stated above, reserving the Owner's right to impose/ waive LD at the time of granting final extension of time as per the Contract.
- 23.6 When the period fixed for the completion of the Contract is about to expire, the question of extension of the Contract may be considered at the instance of the Contractor or the Owner or both. The extension will have to be by the Contractor's agreement, expressed or implied.
- 23.7 In case the Contractor does not apply for grant of extension of time within fifteen (15) days of hindrance occurring in execution of the work and the Owner wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the ERP Project Leader/ Project Coordinator at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the ERP Project Leader/ Project Coordinator is valid provided the Contractor accepts the same either expressly or implied by its actions before or subsequent to the date of completion. Such extension of time shall be without prejudice to the Owner's right to levy compensation under the relevant clause of the Contract.

24.0 Intellectual Property Rights Indemnity

- 24.1 The Implementation Partner shall indemnify and hold harmless the Owner, its subsidiaries and their respective employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Owner, its subsidiaries and their respective employees and officers may suffer as a result of a third party action for any infringement or alleged infringement or any other violation of any Intellectual Property Rights by reason of use of the software and materials provided by the Implementation Partner in accordance with the Contract.
- 24.2 If any proceedings are brought or any claim is made against the Owner/ the subsidiaries arising out of the matters referred to in CC clause 24.1, the Owner shall promptly give the Implementation Partner notice of such proceedings or claims, the Implementation Partner shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Owner shall provide the Implementation Partner with the assistance, information, and authority reasonably necessary to perform the above.
- 24.3 Similarly, the Owner will defend, indemnify and hold harmless the Implementation Partner, and its employees and officers from and against any third party suit, proceedings damages,



judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any materials provided to Implementation Partner by or on behalf of the Owner or the access and use by Implementation Partner of any Owner provided software or material in connection with Implementation Partner's performance of Services hereunder provided that the Implementation Partner is not in breach of any of the terms of the Contract.

25.0 Transfer of Ownership

Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by CC clause 14 on "Intellectual Property Rights (IPR)".

26.0 Force Majeure

26.1 "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Implementation Partner, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation, the following:

- a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- c. sabotage, embargo, import restriction, epidemics, quarantine, and plague; or
- d. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lighting or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation.

26.2 If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:

- a. the nature and extent of the Force Majeure event which is the subject of any claim for relief under this clause with evidence in support thereof;
- b. the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the affected Party's performance of its obligations under the Contract;
- c. the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/events; and
- d. any other information relevant to the affected Party's claim.

26.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time for achieving Go-Live Acceptance shall be extended in accordance with CC clause 23.

26.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.



- 26.5 No delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall:
- a. constitute a default or breach of the Contract; and
 - b. (subject to CC clauses 26.2, 26.3, and 26.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 26.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.
- 26.7 In the event of termination pursuant to CC clause 29 on “Foreclosure and Termination”, the rights and obligations of the Implementation Partner and the Owner shall be as specified in CC clause 29.
- 26.8 Notwithstanding CC clause 26.5, Force Majeure shall not apply to any obligation of the Owner to make payments to the Implementation Partner under the Contract for the work done by the Implementation Partner till the time of occurrence of such Force Majeure event.

27.0 Changes to the “ERP” System**27.1 Introducing a Change**

- I. The Owner shall have the right to propose to the Implementation Partner from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the “ERP system” (interchangeably called “Change”), provided that such Change falls within the general scope of the “ERP system” and does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the “ERP system” and the technical compatibility of the Change envisaged within the nature of the “ERP system” as originally specified in the Contract and the Global Business Blueprint.
- II. The Implementation Partner may from time to time during its performance of the Contract propose to the Owner (with a copy to the ERP Project Leader/Project Coordinator) any Change that the Implementation Partner considers necessary or desirable within the scope of work of the Contract to improve the quality or efficiency of the “ERP” system. The Owner may at its discretion approve or reject any Change proposed by the Implementation Partner.
- III. Notwithstanding CC clauses 27.1 (i) and 27.1 (ii), no change made necessary because of any default of the Implementation Partner in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the time for Stabilization Acceptance.
- IV. The procedure on how to proceed with and execute Changes is specified in CC clauses 27.2 and 27.3.

27.2 Changes Originating from the Owner

- i. If the Owner proposes a Change pursuant to CC clauses 27.1(i), it shall send to the Implementation Partner a “Request for Change Proposal” requiring the Implementation Partner to prepare and furnish to the ERP Project Leader/Project



Coordinator as soon as reasonably practicable a “Change Proposal” which shall include the following:

- a. Brief description of the Change;
 - b. Impact on the time for achieving Stabilization Acceptance;
 - c. Estimated cost of the Change duly supported with documents justifying reasonability of such cost;
 - d. Effect on functional guarantees (if any); and
 - e. Effect on any other provisions of the Contract.
- ii. The pricing of any Change shall be as far as practicable, calculated in accordance with the rates included in the Contract. If the nature of the Change is such that the Contract rates are inequitable, the Parties shall agree on a mutually acceptable price for valuing the Change.

27.3 Changes Originating from Implementation Partner

If the Implementation Partner proposes a Change pursuant to CC clause 27.1(ii), the Implementation Partner shall submit to the ERP Project Leader/Project Coordinator a written “Application for Change Proposal”, giving reasons for the proposed Change and including the information specified in CC clause 27.2(i). Upon receipt of the “Application for Change Proposal”, the Parties shall follow the procedures outlined in CC clauses 27.2(i) and 27.2(ii), except that the words “Change Proposal” shall be read, for the purposes of this CC clause 27.3, as “Application for Change Proposal.”

28.0 Prices for Services Not Covered in the Contract

Prices charged by the Implementation Partner for services, if not included in the Contract, shall be calculated in accordance with the rates and prices provided by the Implementation Partner for similar item in the proposal. In case of services, for which rates are not available in proposal, prices will be agreed with mutual agreement between the Owner and the Implementation Partner.

29.0 Foreclosure, Termination and Exit Management Plan

29.1 Foreclosure of Contract in full or part

- i. If at any time after issuance of the LOA, the Owner decides to abandon or reduce the scope of the work for any reason, whatsoever, the Owner, through the ERP Project Leader/ Project Coordinator, shall give a ninety (90) day notice in writing to that effect to the Contractor, referring to this clause.
- ii. Upon receipt of the notice of termination/ foreclosure under CC clause 29.1(i), the Implementation Partner shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Owner may specify in the notice of termination/ foreclosure for the sole purpose of protecting that part of the ERP implementation already executed, or any work required to leave the Site in a clean and safe condition. In addition, the Implementation Partner, subject to the payment specified in CC clause 29.1(iii), shall
 - a. Deliver to the Owner the parts of the ERP system implemented by the Implementation Partner up to the date of termination; and
 - b. To the extent legally possible, assign to the Owner all right, title, and benefit of the Implementation Partner to the ERP system as at the date of



termination, and, as may be required by the Owner, deliver to the Owner all non-proprietary drawings, specifications, and other documents prepared by the Implementation Partner as of the date of termination in connection with the ERP system.

- iii. In the event of termination/ foreclosure of the Contract under CC clause 29.1 (i), the Owner shall pay to the Implementation Partner, as assessed and certified by ERP Project Leader/ Project Coordinator:
 - The Contract Price, in such proportionate manner as is properly attributable to the parts of the Facilities executed by the Contractor as part of the Contract as of the time of termination/ foreclosure.
 - Equitable value of Services/ milestones which are work in progress as on the date of termination/ foreclosure.
 - The costs reasonably incurred by the Contractor in the removal of Contractor's equipment and personnel from the Site.
- iv. The Contractor shall, if required by the ERP Project Leader/ Project Coordinator, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the ERP Project Leader/ Project Coordinator assess the amount payable in terms of CC clause 29.1(iii) above. The Contractor 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.

29.2 Termination For Implementation Partner's Default

- i. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of thirty (30) days and its reasons therefore to the Implementation Partner, referring to this CC clause 29.2 (i):
 - a. if the Implementation Partner becomes bankrupt or insolvent, or if a liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, compulsory manager, provisional supervisor or similar officer is appointed in respect of the Implementation Partner or any of its assets, or if the Implementation Partner makes a general assignment for the benefit of, or enters into a re-organisation, arrangement, compromise or composition with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), or if a petition is presented or filed or an application is made in respect of the Implementation Partner before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Implementation Partner, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Implementation Partner, or if the Implementation Partner takes or suffers any other analogous action in consequence of debt;
 - b. if the Implementation Partner assigns or transfers the Contract or any right or interest therein in violation of the provision of CC clause 31 on "Assignment"; or
 - c. if the Implementation Partner, in the judgment of the Owner, has engaged in Prohibited Practices in competing for or in executing the Contract, including



but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and / or licenses from the owner of such, hardware, software, or materials provided under the Contract.

- ii. If the Implementation Partner:
- a. has abandoned or repudiated the Contract;
 - b. has without valid reason failed to commence work on the ERP implementation promptly;
 - c. has failed to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
 - d. refuses or is unable to provide sufficient Materials, Services, or labour to execute and complete the ERP implementation in the manner specified in the Agreed and Finalized Project Plan furnished under CC clause 20.0 at rates of progress that give reasonable assurance to the Owner that the Implementation Partner can attain Go-Live Acceptance of the ERP system by the time for achieving Stabilization Acceptance;

Then, Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Implementation Partner stating the nature of the default and requiring the Implementation Partner to remedy the same. If the Implementation Partner fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Implementation Partner that refers to this CC clause 29.2(ii).

- iii. Upon receipt of the notice of termination under CC clauses 29.2 (i) or 29.2 (ii), the Implementation Partner shall, either immediately or upon such date as is specified in the notice of termination:
- a. Cease all further work, except for such work as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the ERP system already executed or any work required to leave the Site in a clean and safe condition;
 - b. Deliver to the Owner the milestones of the ERP system implemented by it up to the date of termination, subject to the receipt of payment stated in CC clause 29.2(v);
 - c. To the extent legally possible, assign to the Owner all right, title and benefit of the Implementation Partner to the ERP system as at the date of termination of the Contract;
 - d. Deliver to the Owner all drawings, specifications, and other documents prepared by the Implementation Partner as at the date of termination in connection with the ERP system.
- iv. The Owner may enter the Site, expel the Implementation Partner, and complete the ERP implementation itself or by employing any third party. Upon completion of the ERP implementation or at such earlier date as the Owner thinks appropriate, the Owner shall give notice to the Implementation Partner that such Implementation



Partner's material will be returned to the Implementation Partner at or near the Site and shall return such Implementation Partner's material to the Implementation Partner in accordance with such notice. The Implementation Partner shall thereafter without delay and at its cost remove or arrange removal of the Implementation Partner's manpower / material from the Site.

- v. Subject to CC clause 29.2(vi), the Implementation Partner shall be entitled to be paid the Contract Price, in such proportionate manner, as is attributable to the portion of the ERP implemented as at the date of termination and the costs, if any, incurred in protecting the Facilities till the point of termination of Contract. Any sums due to the Owner from the Implementation Partner accruing prior to the date of termination shall be deducted from the amount to be paid to the Implementation Partner under the Contract.
- vi. If the Owner completes the ERP implementation, the cost of completing the ERP implementation by the Owner shall be determined. If the sum that the Implementation Partner is entitled to be paid, pursuant to CC clause 29.2(v), plus the reasonable costs incurred by the Owner in completing the ERP exceeds the Contract Price, the Implementation Partner shall be liable for such excess. If such excess is greater than the sums due to the Implementation Partner under CC clause 29.2(v), the Implementation Partner shall pay the balance to the Owner, and if such excess is less than the sums due to the Implementation Partner under CC clause 29.2(v), the Owner shall pay the sums due to the Implementation Partner after deducting the excess amount. The Owner shall be solely entitled to decide upon the sums and the manner in which such sums shall be paid.
- vii. In case the Owner is unable to complete the work as per the CC clause 29.2(vi) the loss/ damage suffered, if any, by the Owner shall be assessed and determined by the Owner and the same will be recovered from the Implementation Partner. If such amount is in excess of the Security Deposit left with the Owner, the Implementation Partner shall be called upon to pay the same, on demand.

29.3 Exit Management Plan

Implementation Partner shall provide the Owner with an Exit Management Plan which shall deal with the processes to be followed on completion of the project. Such Exit Management Plan shall be presented by the Implementation Partner, as a part of the Project Plan, and the same will be approved by the Owner or its nominated agencies. On completion of the project, each Party shall comply with the Exit Management Plan.

30.0 Deductions from Contract Price

All costs, damages or expenses paid/ to be paid by the Owner for which under the Contract the Contractor is liable, will be claimed by the Owner. Such claims shall be paid by the Contractor within thirty (30) days from the claim by the Owner, failing which money due or becoming due to the Contractor shall be recovered from the Contractor's bill/invoice.

31.0 Assignment

The Implementation Partner shall not, without the prior written consent of the Owner, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

**32.0 Merger, Acquisition or Divestitures of the Implementation Partner**

In case of merger, acquisition or divestiture of the Implementation Partner, the acquiring/ transferee company shall be bound by the terms and conditions of the Contract during the Contract Period and for a period of at least five (5) years from the date of completion of the project, at no additional cost to the Owner.

33.0 Insurance to be taken out by the Implementation Partner

The Implementation Partner shall take out and maintain in full force and effect, at its own cost, adequate insurance against the risks, and for the coverage specified below:

- a. All consequences of occupational accidents or illness, employer's liability and workman's compensation insurance in respect of the personnel of the Implementation Partner, in accordance with the relevant provisions of the applicable laws of India, as well as, with respect to such personnel, any such life, travel or other insurance as may be appropriate.
- b. Insurance against loss of or damage to (i) the Implementation Partner's property used in the performance of the Services and (ii) any documents prepared by the Implementation Partner in the performance of the Services, by theft, fire or any natural calamity.
- c. Contractor shall carry or cause to be carried insurance covering all Contractor's equipment against loss or damage at all times.
- d. In addition to the above, the Contractor shall be responsible to obtain all such appropriate insurances that it is required to obtain under applicable law as well as to adequately cover its obligations under the Contract.

34.0 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

The Implementation Partner shall in addition to any indemnity provided by law, indemnify and hold harmless the Owner, its subsidiaries and their respective directors, employees, officers and agents from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, charges and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury to any person or loss of or damage to any property, arising in connection with the execution of Facilities and by reason of the negligence of the Implementation Partner or its sub-contractors, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its contractors, employees, officers or agents.

35.0 Limitation of Liability of Implementation Partner/ SI

Except in cases of criminal or gross negligence or wilful misconduct,

- a. Implementation Partner shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and
- b. the aggregate liability of Implementation Partner to the Owner, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the Total Contract Value plus escalation, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner/ its subsidiaries under the Contract.



36.0 Operational Acceptance

With the completion of all pre-requisites in accordance with the provisions of the Technical Specifications the Implementation Partner shall notify, in writing, the ERP Project Leader/Project Coordinator and Subsidiary ERP Leader (if applicable) for Operational Acceptance of the deliverable applicable for the corresponding milestone (such sign-off by the Owner is referred to as the “Operational Acceptance”). ERP Project Leader/ Project Coordinator shall notify the Implementation Partner in writing of all defects and/or deficiencies that needs remediation within twenty one (21) days of receipt of the sign-off notification.

Implementation Partner would remediate the defects and/or deficiencies and re-submit the deliverable for Operational Acceptance. ERP Project Leader/Project Coordinator and Subsidiary ERP Leader (if applicable) would validate the remediation and provide the Operational Acceptance for the said milestone on rectification of all defects and/deficiencies that had been notified to the Implementation Partner.

37.0 Final Acceptance

Final Acceptance of the project will be done by the Owner upon completion of entire scope of work including observing of the solution for one annual closing and two quarterly closing processes, and completion of Annual Maintenance Contract (AMC) as provided under the Contract.

38.0 Severability

If any portion of the Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of the Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

39.0 Binding Effect

The Contract shall be binding upon and shall inure to the benefit of the Owner and the Contractor, and the respective successors, permitted assigns and personal representatives, if any, of each Party.

40.0 Survival

Notwithstanding anything to the contrary written in the Contract, the rights, liabilities and obligations of the Owner and the Contractor which by their very nature survive termination shall survive termination or completion of the Contract; and any termination or expiry of the Contract shall be without prejudice to the rights and obligations of the Parties which have accrued prior to such termination or expiry.

41.0 Conflict of Interest

The Contractor represents and warrants that it is not aware of any conflict of interest with respect to the Contract. Without limiting the foregoing, the Contractor represents specifically that neither the Contractor nor the Contractor’s personnel have knowingly promised or conferred any financial benefits, of any kind whatsoever, to any employees of the Owner or such employees’ dependents or Contractor’s personnel in obtaining the Contract or performing its terms and conditions. The Contractor shall use all reasonable efforts to prevent the Contractor’s personnel from engaging in activities known to be contrary or detrimental to the best interests of the Owner.

**42.0 Entire Agreement/ Waiver**

- 42.1 The Contract sets forth the entire agreement between the Owner and the Contractor, and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of execution of the Contract Agreement and such communications, negotiations and agreements shall not affect or modify any of the terms or obligations set forth in the Contract, except as the same may be made part of the Contract in accordance with its terms, including the terms of any of the Contract Documents.
- 42.2 None of the provisions of the Contract shall be considered waived by either the Owner or the Contractor unless any of them gives such waiver in writing to the other. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of the Contract unless expressly set forth in such waiver. Without prejudice to the foregoing, none of the following shall release the Contractor from any of the warranties or obligations under the Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- a. Failure by the Owner to insist upon strict performance of any terms or conditions of the Contract; or
 - b. Failure or delay by the Owner to exercise any rights or remedies provided herein or under applicable law; or
 - c. Failure by the Owner to properly notify the Contractor in the event of breach, except for any breach which according to provisions of the Contract has to be notified.

43.0 Amendment

No amendment or other variations of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party to the Contract.



Section IV: TECHNICAL SPECIFICATIONS (TS)

1.0 General

The Technical Specifications (TS) shall be read in conjunction with the Notice Inviting Tender (NIT), Instructions to Bidders (ITB), Conditions of Contract (CC), various schedules and annexures etc. and any other Bid Documents including amendment/corrigendum/ addendum etc.

In case of any conflict or contradiction or inconsistency between any statement or provision set out in the Technical Specifications with any of those in the other aforementioned documents, the provisions of the Technical Specifications shall prevail.

2.0 Current IT Systems in CIL and its Subsidiaries

With the objective of becoming an efficient and technology enabled organization, CIL is in the process of implementing SAP ERP system in the complete organization. SAP implementation is already underway at CIL, WCL and MCL and is being proposed in remaining six subsidiaries i.e. **BCCL, CCL, CMPDI, ECL, NCL and SECL** (collectively referred to as the "**Phase II Subsidiaries**"). Once ERP is fully implemented, existing applications like CoalNet, IBS, CIS and miscellaneous Oracle/Cobol based business applications will be replaced by the proposed ERP system. Some other applications such as OITDS, Biometric attendance system etc. will be seamlessly integrated with the ERP system. Other applications such as Vehicle tracking system, File Tracking System, SURPAC, MINEX, Auto Cad and CCTV monitoring system will continue functioning in the current form without any integration with the ERP system.

As such, most of the existing legacy systems will be replaced by the ERP system. However, any systems that cannot be replaced will require to be integrated with the ERP system using appropriate connectors.

List of business software applications running at Phase II Subsidiaries, is enclosed as appendix II

Last column of the sheet indicates the proposed status of the application after the implementation of ERP. Proposed status is covered under following four categories:

- a. To be replaced by proposed ERP – These applications will be taken out of operation as soon as ERP system is stabilized.
- b. To be integrated with ERP – These applications need to be integrated with the ERP system. These applications are also covered separately in the Scope of Work (clause 5).
- c. To be custom developed as required – These applications are currently running in Phase II subsidiaries and need to developed/ provided by SI.
- d. To be left as is without integration – These applications are stand-alone applications and will not be integrated with ERP.

3.0 Implementation Plan for ERP System in CIL and its Subsidiaries

It is proposed to implement the ERP system across the CIL Group using a single instance and Database of ERP software, installed on centralized hardware to ensure high level of process standardization.

Implementation is being carried out in two phases:



First Phase of ERP Implementation (already under progress by SI)

A Global Blueprint template of the 'Core functions' (Project Management, Purchasing / Procurement, Contracts and Material Management, Asset and Plant Maintenance, Human Resource Management, Payroll and Employee Self Service, Finance & Management Accounting, Production & Planning, and Marketing and Sales) of CIL and all subsidiaries has been prepared with active engagement of the functional core team members of CIL and all subsidiaries during the first phase of implementation and this blueprint will be used for ERP configuration in the complete organization, as far as possible.

In the first phase, ERP system is being implemented (covering all functions) in CIL (including NEC, Regional sales Offices and New Delhi Office), Mahanadi Coalfields Limited (MCL) and Western Coalfields Limited (WCL).

Hospital Management System is also being implemented in designated hospitals in the first phase itself. However, its integration with ERP will be undertaken, as and when, ERP gets implemented in the corresponding subsidiary.

First Phase of implementation as defined above is already being undertaken by the M/S Tech Mahindra

ERP implementation in the other subsidiaries (BCCL, CCL, CMPDIL, ECL, NCL and SECL) is to be carried out in the second phase, and forms the scope of this RFP.

Second Phase of ERP Implementation

The second phase of ERP implementation will involve rolling out of the Global Blueprint and global system configuration (as implemented in the first phase) to all remaining subsidiaries of CIL i.e. BCCL, CCL, CMPDI, ECL, NCL and SECL (*referred as Phase II Subsidiaries in this document*). Necessary modifications in the blueprint will also be undertaken in this phase, wherever considered essential by the subsidiary core team to meet unique business and/or statutory requirements, and approved with well-defined procedure after due approval of competent authority. Such changes may be replicated across all subsidiaries, wherever possible, as decided by the Competent Authority.

Once the ERP system is stabilized, all existing applications which are proposed to be replaced by the ERP system, including CoalNet, IBS and CIS, will be discontinued.

Scope of this RFP is to undertake ERP implementation in the Second Phase Subsidiaries with SAP HANA application.

4.0 Objectives of ERP Implementation

The primary objective of setting up an integrated ERP system in CIL and its subsidiaries is to deploy state-of-the-art information technology system which can provide all necessary information based on real-time data and help the management in taking quick and timely decisions to achieve desired results. Another key objective is to position CIL as an efficient and dynamic organization with transparent and industry-standard business processes.

Business Objectives

The key business objectives behind implementation of the ERP system in the CIL Group are as follows:

- a. Achieve standardization of business processes across the organization i.e. in the CIL Group;
- b. Integrate business processes to achieve optimization of resources;



- c. Reduce non-value adding activities of co-ordination, compilation and control;
- d. Enable management to take informed decisions based on timely and accurate information
- e. Establish best business process/practices;
- f. Facilitate project management by capturing data of progress of all the project execution activities, collate data and generate various type of reports and alerts to facilitate proper planning, monitoring and control all activities related to project life cycle;
- g. Achieve effective management of assets which could help in optimizing operational and maintenance processes across the CIL Group;
- h. Provide better visibility to spares inventory and enable efficient stores management;
- i. Facilitate better utilization of human resource through optimal deployment of manpower and human resource management;
- j. Establish efficient and effective customer management system including billing, realization, dispute resolution etc;
- k. Reduce use of paper documentation and file movement through the establishment of electronic and integrated document management system; and
- l. Establishment of knowledge management framework.

Technology objectives

The key requirements for implementation of the ERP system from a technical perspective are as follows:

- a. State-of-the-art IT infrastructure which can meet current and future IT requirements of CIL Group;
- b. Should be well proven and well supported in India;
- c. Should be adaptable, flexible, customizable, extendable and scalable;
- d. Should be secure, reliable, cost-effective and maintainable; and
- e. Should have latest system features such as mobile apps, responsive pages for interfaces / screen for entry and viewing etc.

5.0 Scope of Work (SOW)

5.1 GENERAL

5.1.1 General Scope

- i. SI will be required to undertake designing, customizing, configuring, testing and implementing all the functionalities/processes/modules that are required for the successful implementation of the ERP system in Phase II Subsidiaries, as per the Global blueprint finalized and deployed during Phase I implementation. The scope of work also includes program management, change management, process improvement, solution assurance services and other services as detailed in this Section IV. SI is required to critically review the purpose of implementation and ensure inclusion of all other essential services (not mentioned specifically) for achieving the objective within the time frame for implementation.
- ii. Support in Integration of ERP System with HMS in remaining Hospitals of Phase II



5.1.2 General Guidelines

SI shall be responsible for implementation of the ERP system to satisfy all features, functions and performance as described in this Section IV. Offered solution must meet following broad guidelines, which have also been followed during phase I:

a. System Guidelines

- The system architecture should be based on industry standards and protocols.
- The system will be centrally deployed and globally accessed. Access should not be restricted locally.
- The system shall be designed to be scalable and easily extensible.
- The system should be flexible to cater to changing business, industry and compliance requirements (including reporting requirements in proper formats).
- Country India version and GST as required by any of the modules shall be implemented.
- All processes finalized as per the Global Blue Print in Phase I will be mapped in the ERP system in Phase II Subsidiaries.

b. Application Guidelines

- The application design should be a 3-tier services based architecture for all environments as per SAP ERP standard.
- All application components should support browser based user interface.
- All production application must have high availability.
- All systems must take into account appropriate security, performance, efficiency and maintainability issues.
- The solution should be modular in nature, i.e. it should be possible for CIL to implement at a later stage those modules, which are not implemented as part of this project without any technical difficulties. Integration between such modules and the modules already implemented should be seamless and should not require any development effort.
- It is expected that the volume of transactions / master data would increase substantially with time. The solution must be scalable, both in terms of the volume of transactions / master data and defining new units / departments / entities and organization structure.
- All Professional users should be able to use all analytic reports and dashboards built in the system.

d. Data Guidelines

- Data will be owned, shared, controlled and protected as a corporate asset.
- Shared data will have consistent formats and definitions and be independent of applications.
- Data should only be accessed through application/interfaces for create, update and delete along with proper audit trail. There should not be any direct access to the data layer for ERP users.



- Avoidance of Duplicate Data Entry: It is imperative that the solution eliminates duplication in data entry. There should be a single set of data which once created should be available to other users thereby eliminating need for re-entry and ensuring data consistency. This applies to transaction level data as well as master data, which may be shared across functions.
- Centralized Master Data: The solution should have central master data to be shared by all users across functions based on need. The master data would include but not be limited to the following:
 - Chart of Account Master
 - Item Master
 - Vendor Master
 - Customer Master (Coal Sale)
 - Assets Master
 - Employee and Designation Masters
 - Location Master

While managing data, the system must provide adequate controls and security for addition, modification, deletion and validity, etc. It should be possible to have a distributed team responsible for maintaining one master. It should also be possible to end-date a specific value such that the same cannot be used beyond the given date.

e. Data Access and Security Guidelines

Data security is essential from two angles:

- To restrict access to / sharing of confidential data, and
- To ensure that data is not changed or destroyed, either inadvertently or intentionally, by any user / administrator or an external party.

SI should ensure the following:

- Only those with relevant authority can access the solution,
- Those with access to the solution have access only to the transaction and data which is relevant to them, and
- Access to the relevant data is further restricted to either inquiry or update depending on the responsibility.

f. Data Archival Guidelines

The SI must ensure that the solution provides a user driven data archiving capability, with support for flexible archiving periods and select tables. The system should also be able to restore previously archived data for on-line inquiry and reporting as and when required. The SI should provide a data archiving procedure based on best practices.

g. Data Center (DC) Guidelines/ Disaster Recovery Centre (DR) Guidelines

First phase SI has provided the specifications for DC/DR for complete CIL organization (including for phase II subsidiaries) and necessary IT infrastructure is being accordingly established. SI shall provide its feedback and suggestions to



ensure its suitability for second phase subsidiaries. Owner may interact with first and second phase SIs in this regard and make any modifications, if required.

In case of any kind of disaster, till the completion of AMC period, SI shall be responsible for bringing live the ERP solution from DR & subsequently restoring it to its original form, once the cause of the Disaster is addressed. The SI should also provide Data Center and Disaster Recovery process related training to CIL employees to do the needful after AMC period.

h. Audit Trail Guidelines

The solution must be capable of maintaining extensive audit trails. Any addition, deletion or modification to data, whether master or transaction, must bear the date and time stamp, the name of the logged-in user who made the change and the node/terminal from which the change was made. It should be possible to maintain change history. Standard audit trail reports should be made available.

i. Documentation Guidelines

The SI should provide all documentation in connection with the project in English. The SI must prepare documents indicated in the list of deliverables in formats agreed with CIL. The guideline should be part of the project charter. In general, the documentation should cover all areas of the project such as all document deliverables as well as other project management, communication and training deliverables.

The documentation must be version controlled. The SI shall deliver minimum ten (10) hard copies and one (1) soft copy of all submitted documents (deliverable as well as project management artifacts / any other document). This should also be available in the CIL server in a structured manner. Acknowledgement of receipt of the document has to be taken in writing from CIL concerned authority after delivery.

j. Guidelines relating to Statutory Requirements

The solution should meet all statutory requirements such as GST, TDS etc. The system should be IndAS (Indian Accounting Standards) compliant and should generate financial reports in expected formats. Given that the taxes and other statutory requirements keep changing from time to time, the solution should be able to adapt to such changes without any technical difficulties.

k. Third Party Applications (if any) Guidelines

The SI should endeavor to have minimal third party applications. However, where use of such applications becomes unavoidable, the same will be supplied and implemented without changing any code in ERP. The SI should provide a detailed third party application usage report, along with business justification, effort, timeline, responsibility and dependencies in the specified format as per project charter.

l. Bi-lingual Capability:

All Data-entry forms must be bi-lingual, with an option to display the data fields and headings in English OR Hindi by easy selection. Data entry will, however, be made in standard English alpha-numerals.



5.2 Implementation Scope

SI shall configure and implement the Global Blue Print finalized in Phase I with necessary modifications as approved by Competent Authority, for the second phase subsidiaries, after following due process.

5.2.1 ERP Licenses and associated software

A list of all software (including ERP and other associated software) and their versions being supplied by the first phase SI is enclosed as Appendix IX. These software with applicable licenses will be made available to second phase SI.

Delivery order for the ERP licenses will be issued by CIL on readiness of the implementation. Phase I SI will thereafter deliver and install licenses.

As such, SI will advise the owner its requirement of the ERP licenses at least 45 days prior to the actual need of such licenses.

5.2.2 Implementation of ERP in Phase II Subsidiaries:

I. Design and develop the Project Plan

Detailed project plan of the implementation (including training, change management plan and test plan for Go-Live etc.) is to be prepared at the time of commencement of the project. Implementation of SAP ERP solution, as finalized in Phase I implementation, will require a strong program management activity to fully integrate ERP implementation with all the business functions of the CIL Group, as per defined functional scope as per clause 5.8 of TS. This will ensure complete acceptability and integration of the ERP system within CIL Group.

Program management services shall aim at constantly improving the business processes, leveraging technology solutions, incorporating best-of-breed industry practices to maximize opportunities for CIL's business operations and at the same time addressing growth and development of the employees.

II. Global Blueprint and Detailed Scope of the Functionalities to be Implemented

One of the key business objective in CIL Group, is to standardize the business processes across CIL and its subsidiaries and adopt best industry practices. The global blue print of these processes has been prepared during Phase I, in association with core team members of CIL and all its subsidiaries, using OEM specified blueprinting solution modelling tools. An indicative summary of Functional Requirement Specifications of the entire CIL group is enclosed as Appendix VII and Global blueprinting was broadly based on these specifications with desired modifications, as required.

Same Global blue print will be applicable to all Phase II subsidiaries, as far as possible. However, if required and approved by competent authority, SI will make delta changes in the Global blue print to meet the business requirements of the subsidiary/subsidiaries. It is the endeavour of CIL to have minimal changes in the Global Blueprint

Version of the ERP software adopted during the first phase will be retained for the complete project. The SI will implement all incoming updates within the same version, as required. Implementation of any new version, if required, will



be treated in accordance with the change control mechanism as per clause 27 of Conditions of Contract (Section III) of Phase I Contract.

III. Deployment of SI Manpower

SI should ensure deployment of sufficient specialized and experienced manpower throughout the project to complete the implementation and stabilization of the system in time successfully. At no stage manpower (with requisite qualification and experience) shall be less than required minimum team size as per clause 9(e) of Technical Specification (section IV). Such manpower shall be maintained from start of the project (after approval of Project Plan) up to completion of ERP stabilization period.

IV. Detailed Design

Detailed design of processes for phase II subsidiaries will be as per corresponding design in phase I, which will be shared with SI.

V. Configuration

SI will configure the ERP system, for the phase II subsidiaries, as per the Global Blueprint prepared in phase I subject to modifications as per para 5.2.2 II

The configuration will be duly audited by the ERP OEM as per clause 5.5 (Quality Audit of the ERP system) of TS (Section IV).

VI. Developments and Interface management with Legacy/external Systems

Developments shall be in the nature of enhancements to existing applications, additional applications, additional reports, and form changes.

Interfaces / integration will be to existing legacy systems or to additional standalone / new applications or to external systems/ applications. These interfaces may be interim (during the course of the project) or permanent (extending beyond the project) in nature. SI, in consultation with Owner, shall validate and confirm the need for any such developments / interfaces that are required in order to meet the functionality of modules.

In cases of third party interfaces, CIL will facilitate necessary access and interface details required for integration. Wherever the requisite connectors have been developed during phase I implementation, the same will be adopted for phase II

Following tasks are to be undertaken by SI with the assistance of CIL's core team:

- Prepare a fitment analysis to identify enhancements that are required because of business requirements and which cannot be met from standard ERP functionality or through workaround.
- Identify the interfaces that will be required to be developed.
- Study the structure of the legacy data systems with respect to ERP system with a view to identify enhancement, development, interface, and reporting requirements.



- Document the functional specifications for enhancement, development, interface and reporting requirements (e.g., layout sets, daily status reports, reconciliation reports etc) based on inputs.
- Prioritize the development efforts and estimates for reporting / enhancement requirements.
- Develop detailed technical design documents for all such development requirements including any data operation and security issues.
- Carry out data migration as per clause VIII below and assist checking data quality and integrity.
- Conduct testing of developments/interfaces.
- Document the procedures for implementing and maintaining the temporary/permanent interfaces, developments and enhancements.
- Port / upload data into the ERP system.

VII. **Integration Management And Testing**

Integration management and testing should be as per the practices best suited for the said functions. This shall include development of exhaustive test scenarios, carrying out the integration tests on these scenarios and necessary corrections based on test results and the feedback. SI shall be responsible for completing the integration tests with the desired quality and schedule.

Phase II Subsidiaries will support SI project team to envisage scenarios for testing and developing test scripts. Phase II Subsidiaries will also make available live data for the purposes of testing, wherever required. CIL, SI and Quality Review group shall extensively participate in the module and integration testing. SI shall be responsible for the documentation of integration process and test results.

The data conversion testing shall also be done in similar manner to ensure that, after the loading of final data, the system remains stable and functional.

VIII. **Data Migration**

All specifications that are needed to populate data into the new ERP system must be defined by SI. Data will be migrated as per formats finalized during master codifications, in phase I.

SI will be required to support Data Governance for Phase II Subsidiaries with appropriate software / application deployed on the CIL Server to support cleansing, re-classification, de-duplication etc of Master Data/transaction data/Legacy data.

SI's responsibility for Data Migration shall include following tasks:

- Identification and development of the data upload/download programs;
- Providing data migration tools, download programs, and templates to CIL, if not available in phase 1;
- Conversion of all the relevant data, provided by CIL in digital form, for the ERP system;



- Population and migration of the digital data from legacy systems/other applications to the ERP system for all phase II subsidiaries;
- Training and facilitating the CIL/Subsidiary core teams;
- Assistance in Checking data quality and Integrity; and
- Integration testing of the configured system using the populated master and transaction data.

The following data needs to be migrated:

- All open transactions pertaining to payroll related employee data, Sales and Marketing, store inventory, production monitoring, financial accounting.
- All transactional data of all modules provided by the CIL Group from the start of financial year of Go-Live.
- All subsidiary specific master data other than the master data that will be maintained centrally e.g. Chart of Account Master, Item Master, Vendor Master, Customer Master (Coal Sale), Assets Master, Employee and Designation Masters and Location Master.
- All historical transactional data in digital form, available in CoalNet/ IBS/CIS/ other applications, pertaining to business functions within the scope of this ERP project. This may be required for any MIS/reporting and may be stored in the data warehouse. Solution architecture for the same will be finalized in the Project Plan/ blue printing stage.
- All cutover data required for Go Live

An indicative estimate of data migration effort for phase II subsidiaries is given in Appendix VIII

SI Responsibility:

- SI's responsibility shall be to ensure that data migration is complete in all aspects and expeditiously, within the shortest time possible, so that the requirements of the implementation are fulfilled.
- For migration of confidential data, appropriate strategy will be decided by CIL in consultation with the SI, and SI will migrate data accordingly or support CIL team members for the same, as required.
- To ensure that adequate time is available to prepare the data for conversion, detailed plan for data conversion may be included in the Project Plan so that activities of data conversion commence during early stages of the project.
- Data Conversion Strategy Document finalized during implementation of Phase I of the project (describing the broad data elements to be converted, source of the same, target ERP module and the detailed form in which the same will be converted i.e. both at transaction level or at balance level and the coverage period), will be adopted for second phase also. A time frame for activities such as data collection, cleansing and mapping, developing the necessary scripts, data migration, testing



the same and eventual execution on the Production environment should also be indicated

- SI will undertake data profiling of all source data, map the same with ERP and provide guidelines and checklist to CIL for its data owners to provide clean digital data. SI will also support CIL in data extraction activity. Concern data owner will validate and sign off the data extracted prior to loading into ERP.
- The SI is responsible for testing and verifying the accuracy of data which is loaded to ERP in terms - Number of records created / Value of the data and Duplicate data.

CIL's responsibility for Data Migration

CIL shall provide data in digital form and validate the same with SI's assistance.

IX. Technical Support

SI is required to undertake the following:

- a. Adopt all policies and procedures related to system administration, data base management, applications, archives, network management and security, back up etc., as finalized in phase I
- b. Prepare requisite system landscape and procedures for seamless implementation of the ERP system in Phase II Subsidiaries.
- c. Assist CIL team to perform all authorization-related activities (activity group, authorizations, profiles, etc.) till the ERP system stabilizes;
- d. Adopt/align system administration manual, data administration manual, operational manual, user manual which was finalized & accepted during Phase I implementation for phase II subsidiaries.
- e. Adopt the archival policies for all the functional areas, as finalized in first phase. All necessary configurations shall be done and tested;
- f. Validate requisite system configuration for disaster recovery management and fail over system plan with due consideration to data security (also refer clause 5.1.2 g); and
- g. Round the clock support for trouble shooting in functional and technical area.
- h. System Administration

The system administration responsibility for ERP system for complete CIL organization (including phase II subsidiaries), covering following activities is with the SI of Phase I, till the completion of its one year AMC period or extended period:

- Configuration, administration, trouble shooting and performance tuning of all servers (database, application etc.)
- Database software installation, memory allocation and usage monitoring
- Backup, recovery and all other DBA related activities
- Installation of applications and related tools



- ERP patch updating (within the contractual period)
- User profile, id creation and maintenance
- Coordination with the Hardware / Infrastructure Provider for OS patch updating / Anti-virus / Firewall updating

In case of any system administration requirement for phase II subsidiaries, SI will coordinate with Phase I SI, and get the same done. SI will identify and inform Phase II Subsidiaries of CIL about pre-cutover requirements like database setup, application patching techniques, operating system patching, database tuning and database synchronization etc.

SI will, however, be responsible for all System Administration activities, given above, after the completion of AMC period of phase I SI.

X. **Capacity Building & Training**

CIL understands that for a project of this magnitude to be successful, appropriate and well-designed training for the core project teams is critical. A well-designed training strategy is vital for development of competency that would enable CIL's core project team to steer the ERP implementation program throughout the CIL Group.

First phase SI has prepared a training plan and has also provided overview and functional training to Core team members of CIL and all its subsidiaries. Details of this training plan and trainings conducted, so far, for Phase II subsidiaries, will be shared with the SI. SI shall prepare a plan for training needs of core team members of Phase II Subsidiaries, building on the trainings already provided by first phase SI, so that they understand ERP system in detail and participate effectively during the implementation stage.

CIL is also highly focused on the capacity building for its employees for this project. Capacity building and training is expected to be a continuous activity throughout the project duration. Hence, appropriate and well-designed training for the end-users is critical to the CIL Group. SI shall assess the requirement of end-users of Phase II Subsidiaries for training, as a component of the process improvement and change management process. The training assessment shall be continuously updated and refined on the basis of feedback and recommendations from the end users of the ERP system and the same shall be confirmed by the CIL core team from time to time. The travelling, lodging and boarding expenses of the trainees shall be borne by CIL.

SI shall deploy competent certified trainers and use industry standard training materials. SI shall obtain training feedback after each training and address inadequacies, if any.

SI shall conduct the following types of training at CIL:

1. **Overview level training**

i. **Overview level training for Top Management**

At the time of commencement of the project, the SI shall conduct half day training sessions for the senior management of the Phase II Subsidiaries of CIL to provide them an overview of the ERP system.

ii. **Overview level training for the Core Teams**



At the time of commencement of the project, the SI shall conduct a training session for the core team members of the Phase II Subsidiaries of CIL Group to provide them an overview of the ERP system. The SI shall conduct One day long training sessions for each function/module. Training is to be jointly conducted for core team members, of all subsidiaries, of a specific function at any CIL location.

iii. **Overview level sessions for End Users**

SI shall conduct change management overview training sessions on the ERP system for End Users of Phase II Subsidiaries.

2. End User Training

All the end users (approximately 10,000) need to be trained by the SI for the smooth functioning on ERP system. The SI shall conduct extensive training for all the end users of Phase II Subsidiaries before the Go-Live of the ERP System.

The SI shall give hands-on training of the ERP system to all the end users. This training should be of 1 day for each function to all the end users.

SI will also provide training to Expert end-users and designated trainers who will be responsible for further user training, as required. SI will also support core team members of Phase II Subsidiaries and designated trainers in conducting additional user training after Go-Live to ensure effective use and understanding of the system by end users.

3. Technical training for the internal IT Team

SI of Phase I shall provide technical training to the internal IT teams of the Phase II subsidiaries, at CIL's location/s. Objective is to ensure complete knowledge transfer so that the system can be managed by CIL team without external support.

The technical training program shall cover at least the following aspects, and any other items that may be necessary or incidental to technical training programs of similar systems and technology:

- ERP system administration;
- Database administration;
- Programming for customizations/development works, Reports and FORMS development;
- WebDybPro training for ESS requirements
- Design and deployment of portals and Mobile Apps pertaining to ERP interfaces for entry / view;
- Data Migration; and
- Technical tools associated with the ERP implementation.

SI will be responsible to supplement this training for IT team members of phase II subsidiaries, if required, keeping in mind the implementation at Phase II subsidiaries.

4. Training tools and training materials



Phase I SI is preparing various training programs envisaged under this Section IV, for CIL and phase I subsidiaries. Adequate training material which includes training manuals, Computer Based Training (CBT)/ Video/ quick reference cards etc. is planned to be provided during the training sessions. SI will adopt the training material prepared by phase I SI and supplement it, as required, to suit the requirements of phase II subsidiaries.

Finalized training material should be in paper and electronic media with courses on ERP fundamentals, business process overview, job activity training, and delivery options being on-line, instructor led class rooms, etc. End user manuals are to be prepared in English and Hindi.

5. **Estimated quantum of training:** Estimated quantum of training in terms of number of end users, Expert end users, designated trainers, core team members and top management personnel is given in the table below:

SI No	Area	Personnel Category	Indicative Number
1	ERP	Top Management (Across Phase II subsidiaries)	60
		ERP Core team – Functional (Across Phase II subsidiaries)	100
		ERP Core team – Technical (Across Phase II subsidiaries)	30
		ERP End Users in Phase II Subsidiaries	10000
		ERP Expert End Users (Selected from trained End-users) (in Phase II Subsidiaries)	1750
		ERP Trainers (Selected from Expert End Users) (in Phase II Subsidiaries)	250

Indicative batch sizes and training duration for each program is given in the table below. Actual training details will be finalized during Project Plan stage, to be proposed by SI and approved by CIL.

ERP TRAINING					
#.	Training Type	Target Group	During	Batch Size	Batch Duration in working days
1	ERP Overview Training	Top Management	Project Planning	10	1/2 day
		ERP Core – Functional	Project Planning	15/20	1 day
		ERP End Users	Project Planning	50	1 day
2	Solution Specific Functional training	ERP Functional & Technical Core team members	As deemed fit	15/20	10 days
3	End User Training	ERP End Users	Before Go-Live	40	3 days
	Expert End User Training	ERP Expert End Users	After End User Training	40	4 days
	ERP Training for Trainers	Selected group chosen out of Expert end users	After "Expert End User" Training before	15	10 days



ERP TRAINING					
#.	Training Type	Target Group	During	Batch Size	Batch Duration in working days
			Or after go-live as deemed fit		
4	ERP Dashboard & MIS	Top Management Phase II Subsidiaries (about 180 personnel)	After Go-Live	15	One day
5	Help Desk Training (One batch of 10-12 persons)	Selected employees for the job	During AMC	10-12	As deemed fit
6	Technical Training	ERP Technical Core team members	After Blueprinting	15	100 days

6. Other Training Guidelines

- Trainers deployed for conducting ERP Functional and Technical training must be experienced training professionals for the offered ERP.
- The SI shall provide the trainees with industry standard training material
- The SI shall also provide 10 sets of hardcopies for each training modules and associated soft copies.
- The SI should obtain training feedback after each training session and address inadequacies if any.

XI. Final Preparation before Go Live:

SI is required to undertake the following actions at the premises of Phase II Subsidiaries, before the system goes LIVE:

- Review readiness for Go-Live such as readiness of hardware infrastructure, data network, data migration and user training;
- Provide central help desk for any queries;
- Provide online support for FAQs and module operation;
- Resolve Technical & functionality related issues for ERP;
- Define the requirements towards the phasing out of the legacy systems;
- Review the usage and performance of the ERP system till it stabilizes;
- Maintain the interface between legacy system and ERP during transition;
- Document the issues/problems that come up and solutions thereof;
- Final configuration/ integration, volume and stress testing;
- Ensure Data migration; and
- Switch over to production environment.

User Acceptance and Go-live Operational Acceptance Tests:



The SI will actively participate and assist Phase II Subsidiaries of CIL in conducting User Acceptance Tests and Go-live Operational Acceptance Tests to confirm that:

- The solution or any sub-system is capable of attaining the functional requirements as finalized during the Global Blueprinting stage;
- The cut-over data is uploaded successfully; and
- The solution or any sub-system is available for live transactions.

Conducting such tests will be the responsibility of the SI and Phase II Subsidiaries of CIL (as per roles and responsibility given below) and will be as per the Agreed and Finalized Project Plan.

Role	Responsibility
Provide UAT approach document	SI
Identify UAT end-Users	Function/ Process Owner
Train UAT end-Users, prepare UAT instruction manual	SI
Prepare UAT test case	Function/ Process Owner, SI
Prepare UAT test data	Function/ Process Owner
Prepare UAT test client	SI
Install, deploy UAT test tool	SI
Carry out test- log feedback	Identified UAT tester by Function/ Process Owner
Resolve feedback issues, conduct regression test, submit for retesting	SI
Keep UAT log	SI
Sign-Off Successful UAT completion	Function/ Process Owner
Prepare Cut-Over data upload formats, conversion programs and upload cut-over data	SI
Prepare cut-over data	Function/ Process Owner
Sign-Off Successful Go-live Operational Acceptance Test completion	Function/ Process Owner

XII. Post Go Live Support

(a) Bilingual Help Desk:

Immediately after Go-Live, the SI will set up a central 24X7 bilingual (English and Hindi) help desk at a CIL designated location (provided by CIL) to resolve any ERP related issues emerging in Phase II Subsidiaries of CIL. Necessary infrastructure/ticketing tools required for directing the helpdesk calls for service and/or troubleshooting requests to the consultant for support in the chosen language, is being set up by Phase I SI. Central IT infrastructure for helpdesk is capable of expanding the helpdesk support to remaining CIL subsidiaries. SI will be responsible for providing necessary manpower resources to support the requirements of Phase II subsidiaries.



The help desk support shall include, but not be limited to, basic menu / screen level support, addressing general queries of users, logging requests, assigning requests to specific help desk individuals, recording resolution, tracking overall time taken for resolution, etc. The SI shall ensure that the helpdesk is sufficiently manned with enough competent resources to meet the servicing and troubleshooting requirements of the entire CIL Group. To meet this requirement, the SI shall deploy at least 18 resources who may be suitably adjusted in different shifts depending on the volume of queries.

(b) **Post Go-Live Stabilization Support**

SI shall be responsible for project implementation and proper functioning of the ERP system as per scope of work. SI shall provide Post Go-Live Stabilization support to CIL to ensure the efficient day-to-day functioning of the ERP system for a period of Six (6) months from the completion of Go-Live process. The start of period of stabilization for all the six subsidiary shall be reckoned from the date of Go-Live of the last subsidiary. Any defect/defects in the work, if detected during this period, shall be rectified to the satisfaction of the ERP Project Leader.

During this stage, at least, one functional consultant for each function along with one dedicated Project Manager (total 8 consultants) having knowledge of main modules shall be deployed at each Phase II subsidiary, to ensure that any system bugs or user issues are resolved expeditiously. In addition, at least 7 software developers/engineers shall be deployed in each company to manage reporting/MIS requirements of the users. The SI shall, at its own cost, deploy additional personnel as per the CIL Group's requirements from time to time, to ensure prompt and quality services. The SI will ensure that sufficient resources are placed at each area/HQ so that all operational user issues are quickly resolved.

The ERP Solution will be considered as stabilized and accepted after observing two quarterly closing processes and one annual closing Process (if annual closing falls within the stabilization period).

(c) **Hand-holding support**

During the Stabilization support, SI will provide a further hand-holding support for a period of six (6) months to train/ help/ hand-hold the end users. SI will deploy Thirty (30) personnel (on an average) at each Phase II Subsidiary, who will be distributed across areas and offices.

These resources should be positioned in the respective companies, One (1) month before Go-Live to be familiar with the ERP-System, and should be able to resolve all user issues by associating with the AMC team of SI. Resources deployed should be BE/MBA/BCOM/MCA/ BCA/ B.Sc. (IT) or equivalent with minimum one year industry/ functional experience and should be able to communicate in both English and Hindi.

(d) **Annual Maintenance Contract Support (AMC)**

In addition to the support services as per clauses (a) and (b) above, SI is required to provide:



Annual Maintenance Support for ERP, on-site, for One (1) year, from the end of Post Go-Live stabilization support period, at a price to be quoted in the offer. CIL will have the option of continuing with the AMC support at the rate quoted in the tender for another two years.

During this period, SI shall ensure trouble free and efficient functioning of the total ERP System. If during this period any defect is found in the ERP system, the Implementation Partner shall promptly, in consultation and agreement with CIL, appropriately rectify the defects at its cost, repair, replace or otherwise make good such defects as well as any damage to the ERP system caused by such defect.

Support during AMC will include the following:

- Rectification of any defects in the system
- Implementation of software Updates/ patches (within the version)
- Changes/ additions in the custom reports/ dashboards/ interfaces, if any
- Capacity building of CIL resources in the ERP Competency Center
- Advice to CIL management for effective use of ERP/ HMS system and process optimization

To accomplish above tasks, SI will maintain a team of one (1) dedicated Project Manager, four (4) Functional consultants and six (6) Technical Consultants, onsite, at each Phase II subsidiary during the AMC support period. Number of professionals, within the overall specified limit, may be redistributed across subsidiaries and CIL, as per CIL requirement. All the deployed consultants must be having an experience of at least 1 end-to-end ERP project implementation.

Helpdesk as given in clause XII (a) above, shall also be a part of the AMC support.

(e) **Service Level Agreement during AMC**

Services of the SI during the annual maintenance contract period, starting immediately after the completion of Stabilization Period at the respective subsidiaries, will be governed by a Service Level Agreement (SLA) to be entered into between CIL and the SI, to ensure that ERP functions smoothly within the Phase II Subsidiaries after the Stabilization Period.

Main conditions of the SLA contract are given below:

1. All complaints shall be lodged with the help desk, which will allot ticket number for each complaint indicating location, function, time of registration and severity of the complaint. Centrally managed web-based ticketing tool for lodging the complaints is being provided by Phase I SI.
2. Severity of the complaint will be classified as Critical, High Priority, Medium Priority and Low priority. Broad criteria for determining severity of the complaint, expected response time and expected resolution time are given in the table below. Criteria for assessment of severity will be further refined by CIL at the time of finalization of AMC with SI. SI will be responsible for all complaints related to its SOW during implementation.



Severity of the complaint	Criteria to assess severity of complaint	Maximum Response Time	Maximum Resolution Time
Critical	Complete system Crash	30 minutes	90 minutes
High Priority	System disruption in part/s of the System- Directly impacting revenue processes with no work-around	1 hour	4 hours
Medium Priority	System disruption in a part of the system. Not impacting revenue processes but causing operational inefficiency with no work-around	4 hours	24 hours
Low Priority	Problem in some functionality of the system, not directly affecting revenue processes. Work-around available without impacting operational efficiency	8 hours	48 hours

3. Each complaint which is not resolved to CIL's satisfaction within the maximum time specified for resolution will be deemed to be a violation of the SLA.
4. For each case of violation arising from non-resolution of critical issues, a penalty of 1% of the quarterly AMC will be charged. Additional penalty of 1% will be charged for every additional period of 4 hours taken for resolution. For example, if a critical issue is resolved in 12 hours, 3% of the quarterly AMC will be the penalty.
5. Failure to resolve complaints of high priority, medium priority and low priority to CIL's satisfaction within the maximum time stipulated for the same, will result in violations of the SLA in the manner set out in the table below:

Severity of Compliant	Violation associated with each complaint not resolved within maximum resolution time
High Priority	3
Medium Priority	2
Low Priority	1



6. An equal number of violations for each complaint will be added, if the complaint is not resolved within a further period equivalent to maximum resolution time originally allocated for such complaint. For example, if a high priority issue is not resolved within 4 hours there are three violations; if issue is not resolved in further 4 hours there will be further three violations. Addition will continue till the issue is resolved to CIL's satisfaction.
7. Quarterly Penalty will be calculated as set out below

Quarterly Number of Violations	Penalty as %age of quarterly AMC charges (ERP/HMS)
Less than 25	Nil
26 to 50	2.5%
51– 75	5%
75 – 99	7.5%
100 and above	10%

8. However, the aggregate of all penalties in one quarter will not exceed 10% of the quarterly AMC amount. In case, the penalty reaches 10% in two successive quarters, CIL at its discretion, may increase the cap to 20%, in the subsequent two quarters. However, the cap on penalty shall be reinstated to 10% with respect to the upcoming quarters if in a given quarter, the penalties do not exceed 10%.
9. Following will be excluded while calculating the violations:
 - i. Time lost due to power or environmental failures including recovery/ booting time;
 - ii. Time lost due to failure of hardware and/or network;
 - iii. Time taken to obtain approval from CIL for any workaround/ fix or permission for the exclusive availability of system for support activities, if necessary, for rectification of the fault;
 - iv. Scheduled system shutdown sought by CIL or approved by CIL;
 - v. Any force majeure condition, not under direct control of SI; and
 - vi. Any delay which can be directly attributable to CIL.
 - vii. Any delay due to non-resolution of system related issues under the purview of phase I SI.
10. Feedback during complaint resolution:

The SI will provide feedback to the user/ CIL authorized person at a frequency of (at least) 30 minutes for critical and high priority issues and at a frequency of (at least) four hours for medium and low priority issues on the status of the resolution. In case the cause of the issue relates to factors outside the scope of the SI, immediate information will be given



by SI to CIL in the first feedback call itself, so that CIL can take necessary action to resolve such issue. In all such cases, the SI will provide its best cooperation to other vendors (e.g. hardware or network vendor) and CIL for resolution of the issue.

Logging and Reporting of Complaints/ violations:

- i. SI will maintain a log of all complaints whatsoever since inception which can be viewed and analyzed by Systems Administrators / Project Leaders for better performance strategy etc;
- ii. SI will prepare monthly SLA performance report as per format mutually agreed between CIL and SI, indicating SLA performance, number of violations, root cause analysis and action taken for future prevention; and
- iii. SI will prepare the formats for periodic reporting of SLA compliance and get the same approved by CIL. SLA report should be generated through a reporting tool without any manual intervention.

(f) Obligations on completion of the AMC period:

After the completion of the AMC period of one year or extended period as per clause 5.2.2 XII (d), CIL may give the AMC responsibility of phase II subsidiaries to phase I SI/ Phase II SI/ third party or its own ERP Competency Centre. A decision to this effect will be taken, at least, one quarter prior to the completion of AMC period. In such a situation, SI will be obliged to provide support and handover all necessary information to the chosen party (if other than Phase II SI) for smooth transfer of AMC responsibility, during the last quarter of its AMC

XIII. Documentation

Phase I SI is preparing and supplying complete documentation of all reports, documents, configuration settings, other activities, steps / stages involved in the implementation of the ERP system in CIL and Phase I subsidiaries. SI shall supply complete documentation of all the additional reports, documents, configuration settings, other activities, steps / stages involved in the implementation of the ERP system, in phase II subsidiaries, as per Agreed and Finalized Project Plan. SI shall use OEM subscribed methodology and software tools (SAP Solution Manager 7) for the final documentation in the project. Seven (7) sets of hard copies along with one (1) set of softcopy in CD/DVD of each of the finalized documents shall be submitted to CIL.

XIV. Sign Off and Closure

Final Acceptance of the project will be done by the Owner upon completion of entire scope of work including completion of Annual Maintenance Contract (AMC) as provided under the Contract.

CIL recognizes the importance of an expeditious sign off and closure of agreed deliverables and CIL team of Phase II Subsidiaries will expedite the process of sign off and closure. However, SI shall facilitate such acceptance/sign off from the Management/Process owners for all the deliverables mentioned above by way of preparing / producing such documentation / review reports / test results etc. as may be necessary for CIL to ascertain that the prerequisites to subject sign off and closure have been met completely in accordance of the Contract Document.



Upon completion of all pre-requisites in accordance with the provisions of the Technical Specifications, the Implementation Partner shall notify ERP Project Leader/Project Co-coordinator for sign-off and Operational Acceptance of the deliverable applicable for the concerned milestone. ERP Project Leader/ Co-coordinator shall notify the Implementation Partner in writing of all defects and/or deficiencies that needs remediation within twenty one (21) days of receipt of the sign-off notification.

The Implementation Partner shall remedy the defects and/or deficiencies to the satisfaction of the ERP Project Leader/Project Co-coordinator and re-submit the deliverable for sign-off/ acceptance. The ERP Project Leader/Project Co-coordinator will validate the remediation and provide the sign-off/acceptance for the said milestone on closure of all defects and/deficiencies that had been notified to the Implementation Partner, to the satisfaction of the ERP Project Leader/Project Coordinator.

XV. Solution Assurance by Quality Review Group

The ERP implementation at CIL is to be monitored by the Quality Review Group for ensuring smooth and timely implementation as per the requirement of the CIL Group. SI shall provide details of the Quality Assurance Plan envisaged for the implementation of the ERP system in the Project Plan. CIL requires that all the deliverables forming part of the whole implementation process including broadly the Implementation Strategy, Business Analysis, Readiness Assessment and Go Live Review etc. will be subjected to stage- wise Quality Audit by the Quality Review Group. The Quality Review Group shall comprise representatives of CIL, Consultants of CIL and the Contractor/ Implementation Partner.

The Quality Review Group shall be responsible for:

- Prepare Quality Review Strategy and Plan;
- Establish Project Standards, Methodologies and Tools;
- Communicating the project status and risk to Project Manager;
- Participate in Steering Committee meetings;
- Drive Quality Review process;
- Review Business Blueprinting prepared by Contractor/IP;
- Review ERP system Go live readiness; and
- Review ERP system stabilization.

5.3 Organization Change Management

The purpose of Organization Change Management is to ensure that CIL achieves the expected results from its investment in the ERP system in a short span of time. As part of this service, SI will work closely with CIL core team in introducing the change-management, emphasizing on the importance of organizational alignment, and introducing the necessary tools and techniques needed to address issues within the CIL Group.

In this regard, the SI's responsibilities will include the following

- Supplementing strategy for change management as finalized with Phase I SI;
- Supplementing strategy for implementing ERP-led Business Process Re-engineering, as finalized with Phase I SI;
- Support in building Change Management Team;



- Organizing workshops for top management on Change Management Strategy;
- Building/ supplementing communication plan and supporting CIL in its execution;
- Identifying gaps in Change Management and suggesting remedial actions; and
- Any other support to achieve effective deployment and usage of ERP in CIL.

5.4 Process Improvement

In case any process modifications/ delta blueprinting is required for phase II subsidiaries to meet statutory or business requirements, SI shall undertake process Improvement to enable CIL to adopt and make optimum use of the best practices embedded in the ERP system.

5.5 Quality Review, Audit and other services by the ERP OEM

ERP OEM (SAP) has been engaged by the first phase SI to conduct OEM audit after global blue printing, after system configuration and before Go-live. In continuation of the same exercise, SI is required to engage SAP to provide following services:

- Conduct OEM audit, review and give observations after delta blue printing/ modifications in Global Blueprint to meet subsidiary requirements
- Conduct OEM audit, review and give observations after realization for second phase subsidiaries.
- Conduct OEM audit, review Go-Live parameters/ readiness for ERP implementation and give observations before Go-Live stage
- Participate in the Steering Committee meetings.

All issues reported by ERP OEM must be addressed by the SI within project timeline. SI will take the lead in coordinating with ERP OEM.

5.6 Knowledge Transfer for ERP Competency Centre

CIL believes that it needs to build in-house expertise in ERP implementation that will enable CIL to minimize dependency on external expertise. To this effect, CIL proposes to set up an ERP Competency Centre consisting of a team of functional and technical consultants for long term operation and maintenance of the ERP solution without major external support. This Competency Centre will be a central entity but will have its members based in all subsidiaries. Basic strategy to achieve this objective is being formulated with SI of phase I and SI will be responsible for supplementing and implementing the same by training resources of the Phase II subsidiaries, as per training requirements given in sub clause X of clause 5.2.2 of this section

In addition to these training requirements, SI shall ensure that there is significant knowledge transfer from the SI consulting team to the Core team members and designated members of the ERP Competency Centre, during the course of implementation so that they are fully trained and equipped to manage the system, independently, and carry out any configuration changes.

5.7 Project Management Guidelines

- a) The project will be governed by a Steering Committee that will consist of members appointed by CIL and member(s) of SI. CIL will approve the constitution of Steering Committee at the commencement of the project.
- b) SI shall be responsible for "Go-Live" as per the agreed schedule and output from the deliverables in each Phase.



- c) ERP Project Leader/ Project Coordinator and his project team shall co-manage the project together with the Project Manager appointed by SI and drive the project towards successful and timely completion.
- d) SI, in coordination with CIL's project team, shall execute the detailed design / configuration / testing and all other aspects of implementation.
- e) Deployment of resources by SI in the project is subject to acceptance of the quality of such resources by CIL. For any replacement / addition of resources, SI shall give four weeks advance notice to CIL.

Further, during the course of the project, if CIL finds any resource unsuitable, they shall have the right to have such resources replaced after discussion with the SI. The SI shall replace such resources forthwith, and in no event, later than fifteen (15) days from CIL raising a request for the same.
- f) All the deliverables of SI will be subjected to quality review under Solution Assurance by Quality Review group.
- g) In all the activities of implementation, SI's Project Team shall bring in expert Inputs and guide the project. The CIL's Project Team shall actively participate along with SI in carrying out required activities.

5.8 Functional Scope of ERP

Functional scope of ERP for second phase subsidiaries is exactly same as for the first phase subsidiaries (subject to be supplemented/ modified as per delta blueprint).

Following core functions and their associated processes are included in the scope of the ERP system:

(a) **Project Management**

- Project Scheduling, execution and monitoring
- Project Completion

(b) **Purchasing/ Procurement, Contracts and Materials Management**

- Material Planning & Budgeting
- Indenting
- Formulation, updating and modification of Specification and Inspection guidelines for different Items
- Indent Screening & Clearance
- Sourcing (including Vendor Management)
- Integration with e-Procurement portal
- Placement of Order (P.O.)
- Post Order Placement Activities
- Inspection
- Stores Management
- Inventory Management



- Procurement of services
- Survey off scraps and disposal
- (c) **Asset and Plant Maintenance Management**
(For HEMM, E&M, Washeries, Systems and E&T assets)
 - Asset Diary
 - Codification of assets
 - Maintenance and Condition Assessment of Assets
 - Equipment Management
 - Inventory Management
 - Work order Generation
 - Procurement processes
 - Pre-Commissioning activities
 - Maintenance forecasting, planning and scheduling
 - Maintenance work order processing- (from notification to completion)
 - Spare part management
 - Outsourcing jobs through contractual resources
 - Maintenance document management like drawings, standard maintenance practices, Safety manuals, maintenance manuals, reports, etc.
 - Maintenance history and analysis
 - Maintenance budgeting & costing & decision support pertaining to repair / refurbishment.
 - MIS
 - Preparation of monthly performance of underground machinery (SDL/LHD)
 - Preparation of monthly Underground mechanized production (equipment wise)
 - Preparation of Monthly specific diesel consumption for selected 76 nos. OC mines
 - Status of monthly underground mechanization report
 - Preparation of monthly power report of eastern coal sector and power generation companies. Sending the report to various concerned
 - Overview of Energy Conservation of CIL for which the subject matter is dealt in a co-ordination meeting held at CIL HQ annually
 - Preparation and monitoring of status of crushing of coal of subsidiaries of CIL for the supply of-100 mm size coal to power sectors
 - Preparation and review of status of Coal Handling Plant (CHP) on monthly basis.



(d) **Finance & Management Accounting,**

- General Ledger
- Accounts Receivable
- Accounts Payable
- Payments and Reconciliation
- Cost accounting and reporting
- Budgeting
- Assets accounting
- Taxation, duties and levies
- MIS
- Internal and external Audit
- Investments
- EMDs/ Bank Guarantees
- Depreciation
- Asset Capitalization
- Payroll Processing and Posting
- Employee Loans & Advances
- Employee's Claims and Reimbursements
- Statutory Deductions
- Handling & Tracking of LC's
- Financial Concurrence
- Funds Requisition & Transfer – Corporate Cash
- Funds Requisition & Transfer – Apex Cash
- Domestic Borrowings – Loans
- Foreign Currency Borrowing & Monitoring of Claims
- Miscellaneous Receipts
- Financial Account Closing (monthly/quarterly/half-yearly/yearly) with PL & BS Statement

(e) **Human Resource Management, Payroll and Employee Self-Service (ESS)**

- Manpower planning process
- Recruitment and joining process
- Employee deputation
- Employee separation
- Advisor engagement
- Promotion process



- Fixation of pay
- Employee Transfer & Postings
- Employee Leave Accounting
- Payroll processing
- Benefit management
- Performance management
- Personnel Development & Training Process
- Time Management Process
- Contributory Post Retirement Medicare Scheme for Executives (CPRMSE)
- Contributory Post Retirement Medicare Scheme for Non-Executives (CPRMS-NE)
- Leave Encashment Funding
- Employee Suggestion Process
- Retirement Benefit Management Process
- Contract Workers Management Process
- Employee Life Cycle Process
- HR Metrics & Analytics Process
- Reward and Recognition Process
- File / Record Maintenance
- Estate management Process
- Tracking Job Profile & Training/Skill profile
- System generated e-mail /SMS/ e-PAYSLIP etc.
- Employee self-service through a web based portal, which should be STQC certified.

(f) **Production and Planning**

- Preparation of Plan and action plan documents
- Capital budgeting
- System Capacity utilization
- Production Monitoring
- Explosive performance monitoring

(g) **Marketing and Sales**

- Demand assessment and formulation of Plans
- Process of Linkage Application/enrolment of new customers
- Fuel Supply Agreements
- E-auction of coal



- e-DO (i.e. e-sales order) generation and mailing to consumers
- Web Portal for State Nominated Agency (SNA) for distribution of coal to SME sector consumers
- Logistic Planning
- Short-term dispatch on 'best effort' basis
- Order-booking, Loading, delivery and invoicing
- Quality Management
- Customer Relationship management

(h) **Dash Board Functionality (including Business Intelligence tools) at different level of administration & MIS reporting**

(i) **Document Management pertaining to ERP related records**

(j) HMS implemented in the hospitals of second phase subsidiaries will be integrated with the ERP system of corresponding subsidiaries for capturing personnel data (including family members), procurement and finance function.

5.9 Integration with SMS and Email Gateway:

The ERP system must be integrated with SMS and Email Gateways given that, in certain processes, activity related information is needed to be conveyed to the stake holders by SMS and/or email. SI will provide such integration for the processes for which similar integration has been provided in the first phase as finalized in the global blueprint or delta blueprint. One time as well as ongoing cost of SMS and Email gateway will be borne by CIL. An indicative list of such integration is given in Appendix V

5.10 Mobile Applications:

Mobile application is proposed for the following activities:

- a. For activities requiring data entry at mine/project/exploration sites
- b. For activities requiring approval of Directors/ CMDs

SI will provide mobile application for second phase subsidiaries for all such processes as have been finalized during Global blueprint or delta blueprint. In all such situations, there should be provision for off-line data entry.

An indicative list of such applications is given in Appendix VI

Mobile applications are expected to be used by at least 30% of the users

5.11 Reports/ Interfaces/ Forms/ Dashboards etc.

SI shall configure necessary processes along with all reports / interfaces / forms enhancements / workflows / dashboards for the second phase subsidiaries as have been finalized during global blue print in the first phase or will be finalized with incremental updates during delta blue printing phase. There are 625 L3 or Level 3 processes, 475 RICEFW objects and 35 dashboards, as was finalized during global blue print in the first phase. SI is, therefore, expected to study phase I deliverables during project preparation phase and make his own assessment for the incremental update during delta blue print.



An indicative list of the proposed interfaces for Phase II subsidiaries is given in Appendix III.

Interfaces are grouped in to two parts. First group consists of standard interfaces which are mandatory and may be supplemented by additional interfaces which get finalized during blueprinting stage. Cost for these interfaces is to be included in the lump sum implementation charges.

Second group consists of interfaces which are optional and may or may not be implemented due to any internal or external reasons. Cost of each interface is to be provided against each line item.

In case any additional interface is required during the course of implementation, the SI will provide the interface and the cost of such interface will be estimated under the change control mechanism as per clause 27 of Conditions of Contract (Section III) of Phase I Contract

5.12 Geographic Scope of Work (SOW)

The geographic scope of the implementation of the ERP system shall be all establishments of Phase II Subsidiaries of CIL. A list of the present locations consisting of the Head Offices of the companies along with other sites and offices is provided in Appendix IV.

Scope of the project includes any new office/site opened in Phase II Subsidiaries of CIL including any restructuring of these organizations, if it takes place before the completion of system configuration.

6.0 Implementation Methodology and use of Tools

During the ERP Implementation Process, the methodology used should be a proven and repeatable process. SI should use ERP methodology tools provided by ERP OEM and make extensive use of them for accelerated implementation and to minimize risks.

7.0 Work Completion Period and Delivery Schedule

The work completion period or delivery schedule for the complete scope of work as provided in the contract shall be 27.5 months = 9.5 months for Go Live+ 6 months of stabilization+ 12 months of AMC) from the date of commencement of work as per clause 10 of CC (section III).

The tentative activity chart and delivery schedule shall be as given in the Table IV below. However, the SI at its option, may reschedule different activities while meeting overall delivery schedule of Go Live/Stabilization. Revised activity schedule may be submitted in the Project Plan to be approved by the ERP Project Leader (during PROJECT PREPARATION STAGE).

For the purpose of liquidated damages, date of completion of stabilization corresponds to date on which ERP gets stabilized 15.5 months after commencement of work as per clause 10 of CC (section III)



Table IV
ACTIVITY CHART & DELIVERY SCHEDULE

DELIVERY SCHEDULE			
Activity Number	Deliverable / Milestone	Delivery Schedule in no of weeks after date of commencement of phase II (D2)	Payment Mile stone
PROJECT PREPARATION (Part I)		D2 +4	S1
1	Project site readiness from CIL side and kick off		
2	Core Team Preparation from CIL side		
3	SI Project Team mobilization		
4	Draft Project Plan for all six subsidiaries		
5	Prepare Project Charter Document		
6	Agreed and Finalized Project Plan for all 6 phase II subsidiaries		
PROJECT PREPARATION (Part II)		D2+8	S2
7	Solution walkthrough and identification of modifications to be incorporated in the Global blueprint to meet statutory and non-statutory requirements of the subsidiaries		



Section IV: TECHNICAL SPECIFICATIONS (TS)

8	Finalization of modifications where ever considered essential by subsidiary core team and approved by CIL ERP leader		
9	Incorporation of finalized modifications in all subsidiaries, as far as possible		
10	OEM engagement to conduct quality audit of the revised business blueprints		
11	Submission of revised Business blueprint document/s incorporating the comments/feedback as per audit report provided by the ERP OEM		X1
REALIZATION FOR EACH SUBSIDIARY		D2+24	S3
12	Configuration of the ERP system-Phase II subsidiaries including additional functionalities		
13	Design document and source code documents for bespoke development, if any, and test reports		
14	Change Management Requirement and Strategy Report for Second phase subsidiaries		
15	Arrange for Quality Audit of the configured system from ERP OEM and make modifications, as required		



Section IV: TECHNICAL SPECIFICATIONS (TS)

INSTALLATION OF LICENSES FOR EACH SUBSIDIARY		D2+24	
16	Delivery, receipt and installation of 7200 ERP named user Licenses, 8,000 ESS user licenses and 90,000 Payroll licenses (including additional licenses purchased if any) with latest database software and other associated SW for six - second phase subsidiaries	TO BE PROVIDED BY FIRST PHASE SI	
FINAL PREPARATION & TESTING FOR EACH SUBSIDIARY		D2 + 35	S4
17	Data Migration Completion report		
18	Authorization, Security and Access Control Specification Report		
19	Integration Test Report, Full Load, Stress Test Report		
20	Help Desk Setup		
21	End User Training Completion Report for second phase subsidiaries		
22	Quality Audit Report from ERP OEM before second phase Go Live and incorporation of the comments/feedback provided by the ERP OEM	D2+35	X2
GO LIVE FOR EACH SUBSIDIARY			
23	Trial runs on Live Production environment before Go-Live of each subsidiary		
24	Go-Live of the ERP system at first two subsidiaries of Second phase	D2+37	S5
25	Go-Live of the ERP system at second two subsidiaries of Second phase	D2+39	S6

**Section IV: TECHNICAL SPECIFICATIONS (TS)**

26	Go-Live of the ERP system at remaining two subsidiaries of Second phase	D2+41	S7
INTEGRATION WITH HMS			
27	Integration of HMS with ERP for phase II subsidiaries	D2 +42	S8
STABILIZATION SUPPORT INCLUDING HAND HOLDING - FOR EACH SUBSIDIARY			
28	Post Roll out stabilization support (including hand holding support) of all second phase subsidiaries	D2+ 67	S9



8.0 The Kick-Off meeting

Formal project Kick-off and inauguration will take place in Kolkata once the Contract is awarded. The goal shall be to orient and align both CIL and the SI about project expectations and to communicate project goals and objectives.

The tasks that are provided in the document and under deliverables but not listed in the delivery schedule are to be performed by the Implementation Partner in such a manner that it will not affect the project schedule.

The SI shall adhere to the above time schedule for timely and successful completion of the project.

9.0 Profile of Proposed Project Team

SI has to deploy specialized and experienced manpower for the successful and timely completion of the ERP implementation project at CIL it is therefore mandatory that the key personnel in the team have the following minimum qualification and work experience.

a) Project Director:

SI will designate one Project Director for overall management of the project. Designated Project Director should be an experienced ERP professionals with more than 10 years of experience and must have experience of at least 3 ERP end-to-end implementations as project manager, out of which, at least one ERP project implementation should be in Coal or Metal mining Sector in India.

b) Project Managers:

CIL ERP project requires at least 6 experienced project managers (One for each subsidiary) with more than 7 years of experience, to be deployed in the CIL project. These Project Managers should have experience of at least 3 ERP end-to-end implementations as a Project Manager.

c) Functional Consultants

SI should deploy at least 4 Functional Consultants per module/function for CIL (as listed below), each functional consultant having at least 1 ERP end-to-end implementation experience in the domain of similar product/ functionality:

- a. Sales and Marketing
- b. Material Management
- c. Plant Maintenance
- d. Human Resource Management
- e. Finance (Accounting & Controlling)
- f. Production Planning & Monitoring
- g. Project Management

d) Technical Consultants

Apart, SI should provide technical consultants required for programming, System & Database Administration, report writing, testing, data migration etc. as required for the successful implementation of the project. Each technical consultant should have at least 1 ERP implementation experience. They should be trained in offered ERP/HMS solution and experienced in handling development/ configuration of the assigned modules. SI needs to submit detailed CV's of each of the Consultants and Project Managers of the proposed project team, deployed onsite, at the time of Kick-off of the project at CIL.



The CVs of the Project Team members, duly certified by authorized signatory of the SI for CIL project, may be verified by the CIL ERP Project Leader during the project kick off meeting or from time-to-time. Project team to be provided by the SI must be on their regular roll and SI shall certify the authenticity of their regular employment.

e) **Minimum Team Size:**

Once the Project Plan has been approved, SI will dedicate one Project Director at CIL and at least six Project Managers (one at each subsidiary). SI will also maintain a minimum average onsite team of 36 functional/ technical consultants of which at least 24 should be functional consultants, till the completion of ERP stabilization. Each of these consultants must have experience of at least one ERP implementation.

A log book of the functional/ technical consultants will be maintained by SI and certified by the ERP project leader of CIL/Subsidiary. Computation will be made on quarterly basis and assuming 5 working days per week, excluding declared holidays.



SECTION V

ANNEXURES & APPENDICES



ANNEXURE IA: Letter of Bid (LOB)

To
GM (ERP)
Coal India Limited
Action Area-1A, New Town
Kolkata-700 156
India

Dear Sirs,

Sub: Tender No. -----dated -----.

1. Having examined the Bid Documents including addenda/corrigenda, if any (insert numbers), we, the undersigned,, being the authorised Implementation partner for SAP ERP, offer to participate in the "Implementation of ERP at CIL subsidiaries (phase II) " as detailed in Technical Specifications (TS) & Bid Documents. We confirm to accept all terms and conditions contained in the Bid Documents, unconditionally, including amendment/ corrigendum/ addendum/ clarifications etc. (if any).

We confirm having prepared our bid after considering all amendments/ corrigendum / addendum/ clarifications published by CIL on its tendering website.

2. We wish to subcontract following services to the parties named in the following table:

Sl No	Activity*	Name and Address of the Sub-Contractor
1	Data Migration	
2	Help Desk	

3. We agree to abide by this bid for a period of one hundred and twenty (120) days from the last/ end date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until the formal Contract Agreement is prepared and executed, this bid together with your LOA and the other Contract Documents, shall constitute the binding contract between us.
5. We confirm that we accept all terms and conditions mentioned in the Bid Documents, without any deviation. We understand that any deviation will lead to rejection of our bid.
6. We understand that you are not bound to accept the lowest or any bid you may receive. We acknowledge the right of CIL to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We confirm that the contents of the bid are given after fully understanding and all information furnished by us are correct and true and complete in every respect.



8. We acknowledge that CIL will be relying on the information provided in the bid and the documents accompanying such bid for pre-qualification of the bidders for the services, and we certify that all information/documents/credentials provided in/ submitted along with the bid are genuine, authentic true and valid; nothing has been omitted which renders such information misleading; and all documents accompanying such bid are true copies of their respective originals.
9. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null and void and action as deemed fit may be taken against us including termination of the Contract Agreement, forfeiture of all dues including the EMD / Security Deposit and banning of our company, including its subsidiaries as per provisions of law.
10. We, hereby, declare that only the company, persons or firms interested in this proposal as principal are named, herein, and that no other company, persons or firms other than those mentioned herein, have any interest in this proposal or in the contract to be entered into, if we are awarded the Contract, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is, in all respects, for and in good faith, without collusion or fraud.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Duly Authorized to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. The copy of the said power of attorney shall be submitted along with the bid.
2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non- judicial stamp paper duly notarized (as per Annexure Ib by the person signing the LOB in favour of person bidding online, is required to be uploaded.
3. Names of the activities (permitted in clause 9.0 of Conditions of Contract, Section III) to be subcontracted by the bidder may be indicated in the table under clause 2 of this LOB, along with names and addresses of the party (ies). All required documents as per clause 9.1 of CC (section III) may be uploaded in the folder 'LOBDOCS'



ANNEXURE IB: Format for Authorization to DSC holder Bidding Online by the person who has signed Letter of Bid

(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... Address for online bidding on behalf of M/s..... for the e-tenders invited by CIL on www.coalindiatenders.nic.in. for 'Implementation of ERP at CIL subsidiaries (Phase II)" pursuant to NIT No. _____

Name and Signature of the person who has signed the Letter of Bid
and is authorizing the DSC holder for online bidding.

Name and Signature of the DSC holder authorised for online bidding

Signature & Seal of the PUBLIC NOTARY



ANNEXURE II: Mandate Form for Electronic Fund Transfer / Internet Banking Payment

1. Name of the Bidder:

2. Address of the Bidder:

.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
IFS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective:

I/ We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/ we shall not hold the Authority responsible. I/ We also undertake to advise any change in the particulars of my/ our account to facilitate updation of records for purpose of credit of amount through SBI NEFT / RTGS transfer. I/ We agree to discharge the responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by me/ us.

Place:

Date:

Signature of the Bidder/Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

Signature of the authorised official from the Bank)

(One cancelled cheque of the said bank account no. must be attached for verification)



ANNEXURE III: Draft for submitting certification on the letter head of SAP (MAF)

Date: dd/ mm/ yyyy

To

GM ERP

Coal India Limited

Coal Bhavan, Premises no 04 MAR

Plot no AF-III, Action Area -1A, New Town

Rajarhat, Kolkata - 700 156

Dear Sir/Madam,

This is with reference to your NIT No for 'Implementation of ERP at CIL subsidiaries (Phase II)'

We confirm that *<name of Bidder>* ("Bidder") is authorized to undertake implementation of our ERP software, resold to CIL by M/S Tech Mahindra, at CIL phase II subsidiaries and

undertake training, implementation, configuration, customization etc.as per your NIT.

In the event of acceptance of their bid, we do hereby undertake to provide ERP OEM services as specified in the tender (clause 5.5. of The Technical Specifications (Section IV) of the Bid Documents).

In case of any clarifications please contact _____ email at _____

Signature of Authorized Signatory (with official seal)

Date _____ Name _____

NOTE: Bidder may submit above Confirmation on SAP Letter head, duly signed by their authorized company representative.



Annexure IV: Pre-contract Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal



(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name



and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2, i.e. " Commitments of Bidder(s) / Contractor(s)".

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

**Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor



(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.



(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.



Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal) (Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Annexure – 1 to Pre-contract Integrity Pact

Guidelines for Indian Agents for Foreign supplier

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:



i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest

ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.



ANNEXURE V: Price Bid/ BOQ Format

Price Bid/ BOQ Format (Actual sheet to be downloaded from the portal)

Sl. No. (1)	Item Description (2)	Quantity (3)	Units (4)	Basic Rate per unit (Green Cells to be filled) (5)	Total Cost including GST (6)	NPV Discount Factor* (7)
1	Charges for ERP implementation services including configuration, customization, stabilization support including hand holding, data migration, training, testing, integration with legacy systems, and standard interfaces as per SOW for BCCL, CCL, CMPDI, ECL, NCL and SECL For interfaces please refer clause 5.2.2 VI of Technical Specifications Section of RFP	1	LUMP-SUM	Fill in Rupees	Auto calculated	0.98445
1.1	ERP Interface with OITDS System at ECL/SECL/NCL	3	No.	Fill in Rupees	Auto calculated	1.00000
1.2	ERP Interface with banking portal of specified PSU banks/Private Banks	7	No.	Fill in Rupees	Auto calculated	1.00000
1.3	E- Khanij MP	1	No.	Fill in Rupees	Auto Calculated	1.00000
1.4	Khanij Online CG	1	No.	Fill in Rupees	Auto Calculated	1.00000
1.5	JIMMS (Jharkhand Integrated Mine and Mineral Management System)	1	No.	Fill in Rupees	Auto Calculated	1.00000
2	Charges for deployment of ERP OEM for OEM audit as per clause 5.5 of TS.	1	LUMP-SUM	Fill in Rupees	Auto calculated	1.00000
3	Charges for Annual Maintenance Contract (AMC) for ERP implementation services after completion of Post Go-Live Stabilization period	1	Year	Fill in Rupees	Auto calculated	0.91527
TOTAL DISCOUNTED AMOUNT WITH GST Sum of (Column6 Value X Column 7 Value)				Auto calculated		

Note:

1. This BOQ Format sheet is for information only. Bidder is required to download BOQ/Price List from the e-Procurement portal, fill the same and upload as per clause 7 of NIT (Section 1)
2. GST will be taken @ 18% for the software as well as services.
3. NPV will be calculated for the total cost including GST and discount Factor for each line item (col 7) will be calculated as per clause 18.3C of ITB.
4. NPV annual discount rate is taken as 6.111%



ANNEXURE VI: UNDERTAKING FOR NOT BANNED/DELISTED BY CIL/SUBSIDIARIES

Date: dd/ mm/ yyyy

To

ERP Project Leader
Coal India Limited
Coal Bhavan, Premises no 04 MAR
Plot no AF-III, Action Area -1A, New Town
Rajarhat, Kolkata - 700 156

Dear Sir/Madam,

We hereby certify that we are not banned/ delisted by CIL or any of its subsidiaries as required under clause 3f of the ITB (Section II) of the Bid Documents.

We will immediately inform to CIL in case of any change in the situation any time hereinafter.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____



ANNEXURE VII: Copy of CIL Procurement Portal Agreement

Terms & Condition of eTender Portal User Agreement (to be accepted by bidder at the time of submitting the bid at the portal)

In order to create a user account and use the eTender portal you must read and accept this eTender portal User Agreement.

- A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER I DO HEREBY UNDERTAKE
1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or Contract Period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document. a. Cancellation of my/our bid/contract (as the case may be) b. Forfeiture of EMD c. Punitive action as per tender document
 2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
 3. That I/we accept the Integrity P act as given in the tender document (if applicable).
 4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form fore-payment in the format as prescribed in the document in case, the work is awarded to us.
 5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.
 6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
 7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case we are banned or delisted this information shall be specifically informed to the tender issuing authority.
 8. That I/We accept all the undertakings as specified elsewhere in the tender document.
 9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company. eProcurement System of Coal India Limited Page 1 of 6 <https://coalindiatenders.nic.in/nicgep/app?component=print&page=TermsCondition&...20-12-2016>
- B. TERMS AND CONDITIONS OF E-TENDERSERVICES AGREEMENT COPYRIGHT NOTICE. Copy right © 2013, Coal India Limited, India. All rights reserved.

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiatenders.gov.in is an e-Procurement portal of Coal India Limited/its Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW;



PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

Bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your eProcurement System of Coal India Limited Page 2 of 6 [https://coalindiaticenders.nic.in/nicgep/app?component=print&page=TermsCondition&... 20-12-2016](https://coalindiaticenders.nic.in/nicgep/app?component=print&page=TermsCondition&...) Password or Account. You also agree to (a) immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc are protected against changes by Bidder after bid submission.

Modification of software

With consent of Project Advisory Committee, e-Procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a) Incorrect use of the e-Tender System, or;



- (b) Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or ;
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the eTender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserves the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

**Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. Thee-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security**General Policy**

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit



This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless eProcurement System of Coal India Limited required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site

Use of Cookies

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computers hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

eMail / SMS Notifications

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these pre-defined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of eMail / SMS cannot be quoted as areas on for failure of service as this is an added facility being provided to users.



APPENDIX I: CIL Organizational Details

CIL Organizational Details													
SN	Name of the Organization	Entity Legal Status	Activity	Head Quarter	Mine Areas & State	Number of Mining areas	Number of Mine	No. of Employees	No. of Executive	Production in MT	Turnover in Rs. Crores	Website	
1	EASTERN COALFIELDS LIMITED	ECL	Subsidiary of CIL	Coal Production	Sanctoria	Kanustoria, Kajora, Mugma, Bankola, Sodepur, Sonepur Bazari, Sripur, Jhanjra, Salanpur, Kenda, Satgram, Pandeshwar, Rajmahal and SP Mines G1 (West Bengal & Jharkhand)	14	86	57375	1958	50.41	18218.1	www.easterncoal.gov.in
2	BHARAT COKING COAL LIMITED	BCCL	Subsidiary of CIL	Coal Production	Dhanbad	Barora, Govindpur, Katras, Sijua, Kusunda, PB Area, Bastacolla, WJ, Lodhna, CV Area, EJ, Block II, Washery Div G12 (Jharkhand)	12	60	43280	1984	27.73	9874.88	www.bcclweb.in
3	CENTRAL COALFIELDS LIMITED	CCL	Subsidiary of CIL	Coal Production	Ranchi	Barka Sayal, Argada, North Karanpura, Rajhara, Piparwar, Rajrappa, Kuju, Hazaribagh, Bokaro & Kargali, Dhori, Kathara, Magadh & Amrapali & Washeries, Giridih, CS/CWS/CRS	14	54	38076	2217	66.89	16768.3	www.centralcoalfields.in
4	NORTHERN COALFIELDS LIMITED	NCL	Subsidiary of CIL	Coal Production	Singrauli	Amlohri, Bina, Dudichua, Jayant, Jhingurda, Kakri, Block B, Khadia, Krishnashila, Nigahi	10	10	14306	1661	105	24000	www.ncl.gov.in
5	SOUTHERN EASTERN COALFIELDS LIMITED	SECL	Subsidiary of CIL	Coal Production	Bilaspur	Gevra, Dipka, Kusmunda, Korba, Raigarh, Baikunthpur, Jamuna and Kotma, Bhatgaon, Suhagpur, Hasdeo, Bistrampur, Johila, Chirimiri, Dankuni Coal Complex (Chhattisgarh, Madhya Pradesh & West Bengal)	13	71	51676	2854	150.5	31368.7	www.secl-cil.in
6	CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED	CMP DIL	Subsidiary of CIL	Mine Planning & Design, Exploration, Consultancy etc.	Ranchi	RI-I : Asansol; RI-II : Dhanbad; RI-III : Ranchi; RI-IV : Nagpur; RI-V : Bilaspur; RI-VI : Singrauli; RI-VII : Bhubaneshwar	7 Regional Institutes	18 Drilling Camp	3157	893	0	1381	www.cmpdi.co.in
TOTAL						63	281	207,870	11,567	401	101,612		

CIL Website: www.coalindia.in



APPENDIX II: Currently deployed IT Applications in CIL & Subsidiaries

Business Application	ECL	BCCL	CCL	SECL	NCL	CMPDI	Integrate / Replace/ Custom
	Deploy ment Status	Deploy ment Status	Deploy ment Status	Deploy ment Status	Deploy ment Status	Deploy ment Status	
CoalNET - Personnel Information System (PIS)	Y	Y	Y	Y	Y	Y	Replace with ERP
CoalNET - Production Information Monitoring (PIM)	Y	Y	Y	Y			Replace with ERP
CoalNET - Financial Information (FIS)	Y	Y	Y	Y	Y	Y	Replace with ERP
CoalNET - Sales & Marketing (SNM)	Y	Y	Y	Y			Replace with ERP
CoalNET - Materials Management	Y	Y	Y	Y			Replace with ERP
CoalNET - Payroll (PAY)		Y	Y	Y	Y	Y	Replace with ERP
CoalNET - Equipment Monitoring		Y					Replace with ERP
Non-CoalNET PIS / NEIS					Y	Y	Replace with ERP
Non-CoalNET Payroll				Y	Y		Replace with ERP
Non-CoalNET IHS / Corporate Financial Accounting				Y			Replace with ERP
Non-CoalNET Store Accounting				Y		Y	Replace with ERP
Non-CoalNET Corporate Treasury (Fund Mgmt, Central Payments, Explosive Bills)					Y		Replace with ERP
Non-CoalNET Sales Module				Y	Y		Replace with ERP
Non-CoalNET Asset Management / Maintenance Module					Y		Replace with ERP
Non-CoalNET Maintenance Module for CWS					Y		Replace with ERP
Non-CoalNET Intranet Portal / MIS Module					Y		Replace with ERP
Non-CoalNET Online Material Management System	Y	Y			Y	Y	Replace with ERP
OITDS (Operator Independent Truck Dispatch System)	Y			Y	Y		Integrate with ERP
Vehicle Tracking System	Y	Y	Y		Y		Integrate VTS Server for Weighbridge data with ERP where
Biometric Attendance System	Y	Y	Y	Y	Y	Y	Integrate with ERP
e-Procurement	Y	Y	Y	Y	Y	Y	Integrate with ERP
e-Auction	Y	Y	Y	Y	Y	Y	Integrate with ERP
FOIS	Y	Y	Y	Y	Y	Y	Integrate with ERP
PESO	Y	Y	Y	Y	Y	Y	Integrate with ERP
Email Application	Y	Y	Y	Y	Y	Y	Integrate with ERP
Productivity Improvement System					Y		Replace with ERP
Online Bill Tracking System					Y		Replace with ERP
File Tracking System					Y	Y	No Integration
Corporate Store MIS					Y		Replace with ERP
Computer Consumable Information System					Y		Replace with ERP
Production Module					Y		Replace with ERP
Surpac / MINEX / AutoCAD					Y		No Integration
CCTV Monitoring System	Y	Y	Y	Y	Y	Y	No Integration
IIRIS (Human Resource Information System)						Y	Integrate with ERP
Transfer Management System						Y	Integrate with ERP
Departmental & Safety Clearance System						Y	Integrate with ERP
Annual Property Return System						Y	Integrate with ERP



APPENDIX III: Indicative List of Interfaces to be built

Standard Interfaces			
S No	ERP Interface needed with	Approx. no	Notes
1	Servers/ Workstations interfaced with Electronic Weigh Bridges at Phase II Subsidiaries		All road weighbridges of NCL, SECL, BCCL, CCL & ECL TO BE interfaced with their central server/area servers as per requirement.
2	Servers/Workstations maintaining Biometric attendance stations at Phase II Subsidiaries		All Biometric attendance stations at Phase II Subsidiaries are interfaced with Servers/ Workstations maintaining biometric workstations. Interface to be built with each of these servers/ workstations to capture attendance data, online.
Additional Interfaces			
S No	ERP Interface needed with	Approx. no	Notes
1	OITDS System at ECL/SECL/NCL	2	Two type of OITDS systems at ECL/SECL/NCL
2	Interface with banking portal of specified PSU banks /Private Banks	7	Banks of phase II subsidiaries to be considered
3	E- Khanij MP	1	All dispatches form Madhya Pradesh
4	Khanij Online CG	1	All dispatches form Chhattisgarh
5	JIMMS (Jharkhand Integrated Mine and Mineral Management System)	1	All dispatches form Jharkhand



APPENDIX IV: Indicative List of Geographic Sites of Phase II Subsidiaries

Indicative List of Geographic Sites																	
Company	HQ	Area Offices / RI	Mines ***	New Projects in Pipeline**	Washeries		Weighbridge		Stores	Work shops	Training Institutes	Magazines	Drilling Camps	Reg Sale Offices / Desk Office	Hospitals	Others	Total Sites
					Operation	in Pipeline*	Road	Rail									
BCCL	1	12	60	4	8	4	49	5	20	3	13	13					192
CCL	1	14	54	13	7	5	150	29	18	4	17	40		1	19		372
ECL	1	14	86				108	12	18	7	18	69		1		1	335
NCL	1	10	10	1	1		34	12	11	11	11	3		1	12		118
SECL	1	13	71				190	33	14	15	17	92		1	66	1	514
CMPDIL	1	7							1		1		18				28
TOTAL	6	70	281	18	16	9	531	91	82	40	77	217	18	4	97	2	1559

*** Any new mine commissioned in the contract period to be included in SOW
 ** Any new project in pipeline during the contract period to be included in SOW
 * Any new washery in pipeline during the contract period to be included in SOW



APPENDIX V: Indicative List of Processes Requiring Email/SMS Interface

Indicative List of processes requiring SMS/Email interface

S N	Function	Process	SMS	Email
1	HR	Ability to remind the employee through self- service/e-mail/SMS regarding modification or requirement of additional data for employee master	Yes	Yes
2	HR	Facility to intimate shortlisted candidates by SMS/e-mail	Yes	Yes
3	HR	Ability to screen employee suggestions based on pre-determined parameters and sent SMS to the employees regarding status of their suggestions	Yes	Yes
4	HR	Ability to provide any ESS information to the employees	Yes	Yes
5	MM	Ability to provide reminder (alert in the form of SMS, mail etc.) against all the contract related timelines and also against the compliances of the same.	Yes	Yes
6	MM	Ability to generate and maintain record of all blacklisted/debarred/delisted/defaulted contractors and details of the instances in which they have been blacklisted/ debarred/ delisted/defaulted with a provision of timely reminder (alert in the form of SMS, mail etc.) of lifting of such penal actions against such contractors.	Yes	Yes
7	Project	Ability to send SMS alerts to concerned officials at defined milestones for actions to be taken (e.g. payments) and deviations from schedules etc.	Yes	Yes
8	Plant Maint	Ability to classify breakdowns as critical / non critical based on predefined classification by user and initiate broadcast of this information to specified people (via SMS, internet)	Yes	Yes
9	Plant Maint	Ability to generate SMS alerts in case of LAN breakdown to designated users.	Yes	Yes
10	Sales and Marketing	Ability to send SMS/ Email alert to the customers on release of Delivery Order and dispatch of coal	Yes	Yes
11	Finance	Ability to send SMS/ Email to parties on release of payment	Yes	Yes



APPENDIX VI: Indicative List of Mobile Applications

Indicative List of Mobile Applications		
S N	Function	Process
1	MM	Final Approval of Indent/ PO by competent authority
2	MM	Final Approval of award of outsourcing contract/ Civil Contract/ exploration contract etc. by competent authority
3	Sales & Marketing	Manual data entry of sales dispatches from Weigh Bridges in case of emergencies
4	Production	Production data entry at the mines / washeries/ Projects Daily Production / Stock Status
5	Plant Maintenance	Data entry about availability/ utilization/ break down etc of HEMM
6	Plant Maintenance	Data entry about availability/ utilization/ break down etc of SDL, LHD, High Capacity LHD, CM, PSLW, High Wall, Short wall etc.
7	Plant Maintenance	Maintenance Log data entry for HEMM, SDL, LHD, High Capacity LHD, CM, PSLW, High Wall, Short wall etc.
8	General	Approval of HODs, Functional Directors and CMDs for all functions as per DOP



APPENDIX VII: SUMMARY LIST OF FUNCTIONAL PROCESSES

1. Finance and Accounts Management

Process No.	Process Name
01	Payroll Processing and Posting
02	Employee Loans & Advances
03	Employee's Claims and Reimbursements
04	Bill Payments
05	Statutory Deductions
06	Handling & Tracking of LC's
07	Earnest Money Deposit (EMD) / Bank Guarantees
08	Financial Concurrence
09	Period End Closing – GL
10	Internal Audit/ Government Audit
11	Funds Requisition & Transfer – Corporate Cash
12	Funds Requisition & Transfer – Apex Cash
13	Cheque Management – Payments
14	Cash Payments
15	Pension Trust – CIL Executive Defined Contribution Pension Scheme, 2007 (EDCPS)
16	Contributory Post Retirement Medicare Scheme for Executives (CPRMSE)
17	Contributory Post Retirement Medicare Scheme for Non-Executives (CPRMS-NE)
18	Modality of Gratuity Funding (With LIC)
19	Leave Encashment Funding
20	Coal Mines Provident Fund (CMPF) and Pension Department
21	Investments
22	Domestic Borrowings – Loans
23	Foreign Currency Borrowing & Monitoring of Claims
24	Miscellaneous Receipts
25	Period End Closing
26	Capitalization of Assets
27	Depreciation
28	Cost Accounting & Reporting
29	Capital & Revenue Budget
30	Sales Accounting
31	Purchase & Stores Accounting
Any other:	



32	Project Costing
33	GST compliance

2. Human Resource Management including Employee Self Service and payroll

Process No.	Process Name
01	Manpower Planning Process
02	Recruitment Process
03	Joining Process
04	Deputation Process
05	Advisor Engagement Process
06	Promotion Process
07	Fixation of Pay Process
08	Transfer Process
09	Payroll Process
10	Personnel Development & Training Process
11	Time Management Process
12	Employee Suggestion Process
13	Continuous Improvement Process
14	Benefit Management Process
15	Retirement Benefit Management Process
16	Employee Life Cycle Process
17	HR Metrics & Analytics Process
18	Reward & Recognition Process
19	Tracking Job Profile
20	Event Management
21	Resignation Process
22	Administrative Services

3. Procurement, Inventory Management, Contract Management including Civil Contract and Exploration contracts

Process No.	Process Name
MM	
MM1	Material requirement planning
MM2	Procurement of materials
MM3	Stores management



MM4	Survey off of scraps and disposal
MM5	Vendor Registration and Vendor Rating
Contract Management for all contracts	
CMC1	Scrutiny of estimates prepared by Project / Area / Washery/ RI for transportation of coal, sand, magnetite, Removal of OB, detailed coal exploration, civil works etc.
CMC2	Process for award of contract through e-tendering/ Reverse Auction System (Government e-procurement site)
CMC3	Process for deviation of contract from that of originally awarded
CMC4	Process for foreclosure/closure of contract
CMC5	Process for termination of contract
CMC6	Preparation of Schedule of Rates (SOR) for Hiring of equipment for removal of overburden, extraction of coal, transportation and loading and sand
CMC7	Revision of Schedule of Rates for transportation of coal, OB, sand etc.
CMC8	Registration of contractors under (ESM Agencies & Societies of PAPs) for transportation works
CMC9	Preparation and submission of different Reports
CMC10	Monitoring performance of contracts awarded by CMC / Exploration Department
CMC11	Process for obtaining advance & carrying out adjustments against approved Imprest Money
CMC12	Pre-contract Integrity Pact, appointment and payment to Independent External Monitors
CMC13	Response to RTI, Parliamentary Questions, VIP Reference
CMC14	Refund of Earnest Money Deposit (EMD)
CMC15	Encashment of Bank Guarantee (BG) (as per requirement)
CMC16	Processing and dealing with legal matters
CMC17	Preparation and submission of Manpower Budget
CMC18	Preparation and submission of Revenue and Capital Budget
CMC19	Preparation of Schedule of Rate for picking
CMC20	Revision of Schedule of Rate for picking
CMC21	Enhancement of fleet of ESM, Extension of period of ESM, Diversion of ESM Company from one Area to another Area & Change of membership of PAPs
CMC22	Supervision of work, recording of measurement in MB and processing of payment



CMC23	Process of entering into agreement with contractor
CMC24	Process for approval of time and progress chart by CMD, proposal initiated by Area, processed through CMC Department
CMC25	Deposition and Refund of Security Deposit (Initial Security Deposit, Retention Money, Additional Performance Security) as per conditions of contract
Civil Contracts	
CVL1	Process (identification to approval) of Activity Lists for (i) Capital Works (ii) Revenue Works (iii) Monsoon Preparation Works (iv) Mine Development Works (v) Special Activities
CVL2	Process for approval of Budget for Activity Lists (i), (ii), (iii), (iv) & (v) above

4. Sales ad Marketing

Process No.	Process Name
01	Demand assessment and formulation of Plans - annual, monthly and daily
02	Logistic Planning
03	Process of Linkage Application/enrolment of new customers
04	Issuance of LOA
05	Fuel Supply Agreements
06	E-auction of coal
07	Web Portal for State Nominated Agency (SNA) for distribution of coal to SME sector consumers
08	Bridge linkage
09	Short-term dispatch on 'best effort' basis
10	Order-booking, Loading, delivery and invoicing
11	Quality Management & Customer Relationship management
12	MIS / Statistics
13	Associate Finance
14	Cost Plus Mines: Billing and Reports (This is one off case for WCL)
15	Business Development Activities (CMPDI Hqs and RIs)

5. Production and Planning function

Process No.	Process Name
01	Preparation of Annual Plan Document



02	Preparation of Annual Action Plan Document
03	Capital Budgeting
04	System Capacity Utilization
05	Production Monitoring – Production Report & Area-wise / Mine wise Production Report
06	Production Monitoring - Daily Production and Washery Report
07	Production Monitoring – Mine-wise/Grade-wise Coal Production and Mine-wise/Grade-wise/Stock-wise /Heap-wise Dispatch & Closing Stock
08	Production Monitoring - Monthly Report
09	Production Monitoring - Annual Report
10	Explosives Requirement, Allocation, Indenting & Supply
11	Explosives and Accessories Performance Monitoring (Random Test)
12	Mine Surveying Services including reconciliation (For CMPDI)

6. Project Management

Process No.	Process Name
01	Project Scheduling, Execution & Monitoring
02	Project Completion (Completion of Project)
03	Monitoring of CMPDIL Projects

7. Asset & Plant Maintenance and operation (For E&M, EXCAVATION, WASHERY, E&T & SYSTEM functions)

List of processes

Process No.	Process Name
E&M	
CIL HQ	
ANPM CIL ENM 01	Preparation of monthly performance of underground machinery (SDL,LHD, High Capacity LHD, CM, PSLW, High Wall, Short wall etc.)
ANPM CIL ENM 02	Preparation of monthly Underground mechanized production (equipment wise)
ANPM CIL ENM 03	Preparation of Monthly <u>specific diesel consumption</u> for selected 76 nos. OC mines
ANPM CIL ENM 04	Status of monthly <u>underground mechanization</u> report
ANPM CIL ENM 05	Monthly status of Feeder wise Demand, Interruptions and Availability of power supply of the subsidiaries



ANPM CIL ENM 06	Overview of <u>Energy Conservation</u> of CIL for which the subject matter is dealt in a co-ordination meeting held at CIL HQ annually
ANPM CIL ENM 07	Preparation and monitoring of status of crushing of coal of subsidiaries of CIL for the supply of -100 mm size coal to power sectors through 1. Crusher / Feeder Breaker 2. Surface Miner
ANPM CIL ENM 08	Preparation and review of status of Coal Handling Plant (CHP) on monthly basis.
SUBSIDIARY	
ANPM SUB ENM 01	Monthly performance of underground machinery (SDL,LHD, High Capacity LHD, CM, PSLW, High Wall, Short wall etc.)
ANPM SUB ENM 02	Monitoring Power consumption and reliability
ANPM SUB ENM 03	Monitoring Electric Energy Conservation
ANPM SUB ENM 04	Compliance monitoring of -100 mm size coal
ANPM SUB ENM 05	Monitoring of Weigh Bridges by preparing availability reports
ANPM SUB ENM 06	Monitoring and review of status of construction and other turnkey jobs like commissioning of CHP, Major substations, Effluent treatment plant, water supply system etc.
ANPM SUB ENM 07	Centralized Procurement of Plant & Machinery items (other than HEMM)
ANPM SUB ENM 08	Centralized Procurement of Revenue items against Material Budgets
ANPM SUB ENM 09	Release of Performance Bank Guarantee based on Warranty Performance
ANPM SUB ENM 10	Reporting of DGMS Violations and compliances
ANPM SUB ENM 11	Distribution of centralized store items to areas
ANPM SUB ENM 12	Coordination with areas, equipment suppliers, AMC holders, power supply agencies
ANPM SUB ENM 13	Monitoring of award of centralized Annual Maintenance Contracts at Subsidiary Headquarters.
ANPM SUB ENM 14	Survey off of equipment
ANPM SUB ENM 15	Survey off of Vehicles
ANPM SUB ENM 16	Hiring of vehicles
ANPM SUB ENM 17	Monitoring of MSME procurement
ANPM SUB ENM 18	Reporting of Power Generation from solar power plants
ANPM SUB ENM 19	Preventive (Time Based) Maintenance
Sub Processes -	
19.1	Preventive Maintenance Job Planning
19.2	Resource Arrangement



19.3	Job Execution
19.4	Information Recording and Report generation
ANPM SUB ENM 20	Breakdown Maintenance
Sub Processes -	
20.1	Breakdown Assessment
20.2	Resource Planning and Arrangement
20.3	Breakdown Liquidation
20.4	Breakdown Job Detail Recording and Report Generation
ANPM SUB ENM 21	Condition Based Maintenance
Sub Processes -	
21.1	Equipment inspection
21.2	Condition Based Job Planning
21.3	Resource Arrangement and Shutdown Planning
21.4	Condition Based Job Execution
21.5	Post Execution Activities
ANPM SUB ENM 22	Capital Repair Maintenance
ANPM SUB ENM 23	Spares Management
Sub Processes -	
23.1	Requirement Planning
23.2	Procurement
ANPM SUB ENM 24	Maintenance through Job Contract
ANPM SUB ENM 25	Equipment History Management
ANPM SUB ENM 26	Maintenance Budgeting
ANPM SUB ENM 27	Work Safety Planning and Execution
ANPM SUB ENM 28	Equipment Calibration
Sub Processes -	
28.1	Calibration Planning
28.2	Calibration Execution
28.3	Certification and Documentation
ANPM SUB ENM 29	Document and Drawing Maintenance
ANPM SUB ENM 30	Monitoring of Daily status of Feeder wise Demand, Interruptions and Availability of power
ANPM SUB ENM 31	Maintenance through Job Contract



EXCAVATION	
CIL HQ	
ANPM CIL EXCV 01	Centralized Procurement of High Capacity HEMM
ANPM CIL EXCV 02	Centralized Procurement of OTR Tyres
ANPM CIL EXCV 03	Depot Agreement
ANPM CIL EXCV 04	Coordination with the subsidiary Companies and OEM
ANPM CIL EXCV 05	MIS
SUBSIDIARY	
ANPM SUB EXCV 01	Centralized Procurement of HEMM and workshop P&M items
ANPM SUB EXCV 02	Procurement of Centralized spares/consumables (including tyres) against MB
ANPM SUB EXCV 03	Procurement of Sub-assemblies / spares of HEMM against indents beyond DOP of Area
ANPM SUB EXCV 04	Conclusion of Depot Agreement and RC
ANPM SUB EXCV 05	Co-ordination with CWS/Area/Projects/different OEMs
ANPM SUB EXCV 06	Management Information System (MIS)
ANPM SUB EXCV 07	Preparation of annual action plan for procurement of HEMM (Shopping List)
ANPM SUB EXCV 08	Mine Capacity Assessment and Capacity utilization assessment
ANPM SUB EXCV 09	Action plan for mismatch of Transport Capacity and Digging Capacity
ANPM SUB EXCV 10	Procurement of Centralized spares/consumables against MB
ANPM SUB EXCV 11	Survey off and Grounding of HEMM
ANPM SUB EXCV 12	BER of major sub-assemblies like Engine, Transmission etc.
ANPM SUB EXCV 13	Recon Exchange Scheme
ANPM SUB EXCV 14	Performance Monitoring of major sub-assemblies and consumables
ANPM SUB EXCV 15	Performance monitoring of Equipment procured under MARC
AREA	
ANPM AREA EXCV 01	Processing the Indent of HEMM and P&M items
ANPM AREA EXCV 02	Co-ordination for Mine Capacity Assessment and Capacity utilization assessment for onward submission to CMPDI
ANPM AREA EXCV 03	MB for Centralized spares of HEMM
ANPM AREA EXCV 04	MB for decentralized spares of HEMM
ANPM AREA EXCV 05	Procurement of HEMM spares against Depot agreement / Rate Contract
ANPM AREA EXCV 06	Processing of Indents for procurement of HEMM spares through HQr beyond DOP of Area GM



ANPM AREA EXCV 07	Procurement of HEMM spares against area tender
ANPM AREA EXCV 08	Repair of failed components / system of HEMM
ANPM AREA EXCV 09	Processing Survey off and Grounding of HEMM
ANPM AREA EXCV 10	Management Information System (MIS)
ANPM AREA EXCV 11	Co-ordination with HQ/ CWS/ Projects/different OEMs
ANPM AREA EXCV 12	Inspection of materials at Stores
ANPM AREA EXCV 13	Preventive (Time Based) Maintenance
Sub Processes -	
13.1	Preventive Maintenance Job Planning
13.2	Resource Arrangement
13.3	Information Recording and Report generation
ANPM AREA EXCV 14	Breakdown Maintenance - Breakdown Job Detail Recording and Report Generation
ANPM AREA EXCV 15	Condition Based Maintenance
Sub Processes -	
15.1	Condition Based Job Planning
15.2	Resource Arrangement and Shutdown Planning
ANPM AREA EXCV 16	Capital Repair Maintenance
ANPM AREA EXCV 17	Spares Management
Sub Processes -	
17.1	Requirement Planning
17.2	Procurement
ANPM AREA EXCV 18	Maintenance through Job Contract
ANPM AREA EXCV 19	Equipment History Management
ANPM AREA EXCV 20	Maintenance Budgeting
ANPM AREA EXCV 21	Work Safety Planning and Execution
ANPM AREA EXCV 22	Repair of failed components/System of HEMM not under GM's DOP
PROJECT	
ANPM PRJ EXCV 01	Maintenance of all HEMM
ANPM PRJ EXCV 02	Initiation the Indent of HEMM and P&M items
ANPM PRJ EXCV 03	Data for Mine Capacity Assessment and Capacity utilization assessment for onward submission to CMPDI
ANPM PRJ EXCV 04	Indent / MB for HEMM spares
ANPM PRJ EXCV 05	Emergency Purchase of HEMM spares of very low value in nature



ANPM PRJ EXCV 06	Repair of failed components / system of HEMM within Project DOP
ANPM PRJ EXCV 07	Processing Survey off and Grounding of HEMM
ANPM PRJ EXCV 08	Management Information System (MIS)
ANPM PRJ EXCV 09	Co-ordination with HQ/ CWS/ Area/different OEMs
ANPM PRJ EXCV 10	Preventive (Time Based) Maintenance
Sub Processes -	
10.1	Preventive Maintenance Job Planning
10.2	Resource Arrangement
10.3	Job Execution
10.4	Information Recording and Report generation
ANPM PRJ EXCV 11	Breakdown Maintenance
Sub Processes -	
11.1	Breakdown Assessment
11.2	Resource Planning and Arrangement
11.3	Breakdown Liquidation
11.4	Breakdown Job Detail Recording and Report Generation
ANPM PRJ EXCV 12	Condition Based Maintenance
Sub Processes -	
12.1	Equipment inspection
12.2	Condition Based Job Planning
12.3	Resource Arrangement and Shutdown Planning
12.4	Condition Based Job Execution
12.5	Post Execution Activities
ANPM PRJ EXCV 13	Capital Repair Maintenance
ANPM PRJ EXCV 14	Spares Management
Sub Processes -	
14.1	Requirement Planning
14.2	Procurement
ANPM PRJ EXCV 15	Maintenance through Job Contract
ANPM PRJ EXCV 16	Equipment History Management
ANPM PRJ EXCV 17	Maintenance Budgeting
ANPM PRJ EXCV 18	Work Safety Planning and Execution



ANPM PRJ EXCV 19	Emergency Purchase of HEMM spares of very low value in nature.
CENTRAL WORKSHOP	
ANPM CWS EXCV 01	Repair of HEMM major sub-assemblies
ANPM CWS EXCV 02	Rebuilding of Boom, bucket etc.
ANPM CWS EXCV 03	Processing the Indent of P&M items
ANPM CWS EXCV 04	Procurement of HEMM spares against Depot agreement / Rate Contract
ANPM CWS EXCV 05	Processing of Indents for procurement of HEMM spares through HQr beyond DOP of Area GM
ANPM CWS EXCV 06	Procurement of HEMM spares against area tender
ANPM CWS EXCV 07	Recon Exchange of HEMM major sub-assemblies
ANPM CWS EXCV 08	Processing Survey off and Grounding of P&M stores
ANPM CWS EXCV 09	Management Information System (MIS)
ANPM CWS EXCV 10	Co-ordination with HQr/ CWS/ Projects/different OEMs
ANPM CWS EXCV 11	Inspection of materials at Stores
ANPM CWS EXCV 12	Preventive (Time Based) Maintenance
Sub Processes -	
12.1	Preventive Maintenance Job Planning
12.2	Resource Arrangement
12.3	Job Execution
12.4	Information Recording and Report generation
ANPM CWS EXCV 13	Breakdown Maintenance
Sub Processes -	
13.1	Breakdown Assessment
13.2	Resource Planning and Arrangement
13.3	Breakdown Liquidation
13.4	Breakdown Job Detail Recording and Report Generation
ANPM CWS EXCV 14	Condition Based Maintenance
Sub Processes -	
14.1	Equipment inspection
14.2	Condition Based Job Planning
14.3	Resource Arrangement and Shutdown Planning
14.4	Condition Based Job Execution
14.5	Post Execution Activities



ANPM CWS EXCV 15	Capital Repair Maintenance
ANPM CWS EXCV 16	Spares Management
Sub Processes -	
16.1	Requirement Planning
16.2	Procurement
ANPM CWS EXCV 17	Maintenance through Job Contract
ANPM CWS EXCV 18	Equipment History Management
ANPM CWS EXCV 19	Maintenance Budgeting
ANPM CWS EXCV 20	Work Safety Planning and Execution
WASHERY	
CIL HQ	
ANPM CIL WSH 01	Overall performance of the existing and operational washeries of CIL- Subsidiary wise/ Washery wise
ANPM CIL WSH 02	Activity Timeline in specific format for washeries being set up (to be updated weekly) – Subsidiary wise/Washery wise
SUBSIDIARY	
ANPM SUB WSH 01	Preparation of Annual Plan Document
ANPM SUB WSH 02	Preparation of Annual Action Plan Document
ANPM SUB WSH 03	Production Monitoring - Daily Production and Washery Report
ANPM SUB WSH 04	Production Monitoring - Monthly Report and Annual Report
ANPM SUB WSH 05	Perennial Jobs of Washeries
ANPM SUB WSH 06	Preventive (Time Based) Maintenance
	Sub Processes -
6.1	Preventive Maintenance Job Planning
6.2	Resource Arrangement
6.3	Job Execution
6.4	Information Recording and Report generation
ANPM SUB WSH 07	Breakdown Maintenance
	Sub Processes -
7.1	Breakdown Assessment
7.2	Resource Planning and Arrangement
7.3	Breakdown Repair
7.4	Breakdown Job Detail Recording and Report Generation



ANPM SUB WSH 08	Spares Management
	Sub Processes -
8.1	Requirement Planning
8.2	Procurement/Collection, Inventory & Issue
ANPM SUB WSH 09	Maintenance Budgeting
ELECTRONICS AND TELE-COMMUNICATION (E&T)	
ANPM SUB ENT 01	Mobile connection management
ANPM SUB ENT 02	Centralized Procurement of P&M items
ANPM SUB ENT 03	Centralized Procurement of Revenue items against Material Budgets
ANPM SUB ENT 04	Authorization of centralized store items to areas
ANPM SUB ENT 05	Coordination with areas, equipment suppliers, AMC holders, ISPs
ANPM SUB ENT 06	Centralized award of Annual Maintenance Contracts
ANPM SUB ENT 07	Survey off of equipment
ANPM SUB ENT 08	Management/Monitoring of E&T Assets
ANPM SUB ENT 09	Management of outsourcing contracts
ANPM SUB ENT 10	Management of service request
SYSTEM	
ANPM SYS F 01	System Asset & Logistics Management
ANPM SYS F 02	System consumables & stationery Inventory Management
ANPM SYS F 03	Monitoring of Turnkey Projects
ANPM SYS F 04	Procurement of Centralized items
ANPM SYS F 05	Procurement of Centralized Revenue items
ANPM SYS F 06	Authorization of centralized store items to departments against material budgets
ANPM SYS F 07	Coordination with Departments, equipment suppliers, SI/AMC holders, ISPs
ANPM SYS F 08	Centralized award of annual maintenance contract
ANPM SYS F 09	Survey off of equipment



APPENDIX VIII: Subsidiary wise Estimate for Data Migration

INDICATIVE DATA MIGRATION ESTIMATE				
SI NO	Company	NUMBER OF TABLES	NUMBER OF COLUMNS	NUMBER OF RECORDS
1	BCCL	1687	28,500	68,50,00,000
2	CCL	2179	51,850	31,91,55,314
3	ECL	2719	48,603	22,06,31,990
4	NCL	1109	19,088	9,94,17,340
5	SECL	7168	45,907	22,89,56,565
6	CMPDI	247	4803	2,16,63,891



APPENDIX IX: LIST OF SOFTWARES

1. SAP Suite on HANA (SoH)
 - a. ERP Central Component (ECC) 6.0, Enhancement pack 8
 - b. Business Warehouse 7.5
 - c. SAP Mobile Platform 3.0
 - d. SAP Enterprise Portal 7.5
2. NEWGEN Document Management Application
3. Pilog MD RM (Master data record manager) V10, with following modules
 - a. Material Master
 - b. Asset Master
 - c. Vendor Master
 - d. Employee Master
 - e. Customer Master
4. Manorama Hospital Information Management System



Appendix X: Contract Agreement Format

This Contract Agreement (hereinafter referred to as the “**Contract Agreement**”) is, made and entered into on the _____ day of _____ 2020 between:

1. Coal India Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156 (hereinafter referred to as the “**Employer**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part¹;

AND

2. [●], a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at [●], (hereinafter referred to as the “**Contractor**”, which expression shall, unless repugnant to the context or meaning thereof; include its successors, administrators, executors and permitted assigns) of the Other Part.

Each of the Employer and the Contractor shall individually be referred to as “**Party**” and collectively as “**Parties**”.

Whereas the Employer is desirous that the Contractor executes the “Implementation of ERP at CIL Subsidiaries (Phase II)” (hereinafter called the “**Works**”) in accordance with the terms and conditions of the Bidding Documents and the Employer has accepted the bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Contract Agreement, capitalized words and expressions used herein without having been defined, shall have the same meanings as are respectively assigned to them in the Conditions of Contract, and they shall be deemed to form and be read and construed as part of this Contract Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein and perform its obligations under the Contract in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement:

¹ **Note:** In case the LOA is issued to a consortium, each member of the consortium should be a party to this Contract Agreement.



- (i) LOA/ work order;
- (ii) Notice to proceed with the Work;
- (iii) Contract Documents;
- (iv) Specifications where such specifications form part of the Bidding Documents;
- (v) Drawings/ finalized Project Plan;
- (vi) Bill of Quantities;
- (vii) Scope of work;
- (viii) Pre-contract Integrity Pact;
- (ix) Any other document listed in the Bid Documents/ Contract as forming part of the Contract; and
- (x) All correspondences exchanged between the Employer and the Contractor in relation to the Contract subsequent to the issue of the LOA.

5. For the purposes of clause 5 (Notices) of the Conditions of Contract (Section III) the address of the Parties are as follows:

(a) If to the Employer:

Address: [●]

E-mail address: [●]

Mobile no: [●]

Facsimile no: [●]

Kind Attention: [●]

(b) If to the Contractor:

Address: [●]

E-mail address: [●]

Mobile no: [●]

Facsimile no: [●]

Kind Attention: [●]

6. The Contractor shall be paid the Contract Price, being Rs. [●] (Rupees [●]) in accordance with the terms and conditions set out in the LOA and the Contract Documents.

IN witness whereof the Parties thereto have caused this Contract Agreement to be executed on the day and year first above written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor² _____

Signature of Witness
(Name, address & Date)

² **Note:** In case the LOA is issued to a consortium, each member of the consortium shall be a party to this Contract Agreement.



APPENDIX XI: Proforma of Bank Guarantee for Performance Security

(To be issued on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the State where the branch issuing the Bank Guarantee is located)

..... (Name of the Bank)

..... (Address of the Bank)

..... (Phone No. of the Bank)

..... (Fax No. of the Bank)

Bank Guarantee No.....

Date of Issue of Bank Guarantee

Date of Expiry of Bank Guarantee

Limit to liability (currency & amount in words and figures)

A/C Messrs..... (Name of Contractor)

Invitation for NIT No.....dated for Block

for "Implementation of ERP Solution at Coal India Limited and its Subsidiaries".

Subject: Performance Security Bank Guarantee

Date _____, 2017

To

COAL INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156.

WHEREAS

..... (Name and address of the Contractor) (hereinafter called "the Contractor"), has entered into a Contract made as per letter of acceptance.....dated.....(hereinafter 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....., herein after called the "Bank" do hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. 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 a mere first written demand by the Company, and without any objection, demur or protest 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.
2. that the Company shall be the sole judge of whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by Company on account thereof. Such determination by the Company shall be final and binding on us.
3. that 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.
4. 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.
5. 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.
6. 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.
7. that the Bank shall not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agrees that this guarantee will not be discharged due to the change in the constitution of the Company, Bank and/or the Contractor.
8. the right under this guarantee shall be assignable by the Company to third parties.

The Bank further declares that this bank guarantee has been executed on non-judicial stamp paper of equal or more value as per the prevailing rate of stamp duty in the State of [●]. (name of state where the bank issuing the BG is located).



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 sixty (60) months from the date of issuance of LOA.

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.

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