

**कोल इण्डिया लिमिटेड**

(महाराज कंपनी)

(भारत सरकार उपक्रम)

सामग्री प्रबंधन विभाग

'कोल भवन', प्रीमिसेस नं.04- एमएआर,

प्लॉट सं.-एएफ-III, एक्शन एरिया-1 ए, न्यूटाउन,

राजरहाट, कोलकाता-700 156,

वेबसाइट: www.coalindia.in

सी आई एन सं. L23109WB1973GOI028844

ईमेल: edmnc.cil@coalindia.in

**5 DECADES OF UNEARTHING ENERGY****COAL INDIA LIMITED**

(A Maharatna Company)

(A Govt. of India Undertaking)

Materials Management Division,

'Coal Bhawan', Premises No.04-MAR,

Plot No-AF-III, Action Area -1A, Newtown,

Rajarhat, Kolkata – 700 156

Website: www.coalindia.in

CIN No.L23109WB1973GOI028844

E mail: edmnc.cil@coalindia.in

**संख्या:- सीआईएल/सी2डी/ERP/DMS/Newgen/2025-26/ 298****दिनांक:- 30.07.2025**

सेवा मे,

**M/s Newgen Software Technologies Limited****E-44/13, Okhla, Phase – II,****New Delhi – 110020**E-mail:- [raju.halder@newgensoft.com](mailto:raju.halder@newgensoft.com)**By: Regd Post/E-mail****विषय: Continuation of Annual Technical Support (ATS) of Document Management System (DMS) Newgen****संदर्भ:**

1. Your Offer received vide email dated 16.04.2015
2. Your clarification mail dated 09.07.2025

**महोदय,**

With reference to your aforementioned offer received vide email dated 16.04.2025 and subsequent clarification mail dated 09.07.2025, we are pleased to place our formal order for continuation of Annual Technical Support (ATS) of Document Management System (DMS) Newgen for the period 01<sup>st</sup> August 2024 to 31<sup>st</sup> December 2025 as per the terms and conditions mentioned here under:

SL No.	Description	Duration	Total Price Excl. of GST (Rs.)	GST (%)	GST Value (Rs.)	Total Price Incl. of GST (Rs.)
1	Annual Technical Support (ATS) of Document Management System (DMS) Newgen  Detailed Scope of Work as mentioned below.	1 <sup>st</sup> August 2024 to 31 <sup>st</sup> December 2025	42,99,279.60	18%	7,73,870.33	50,73,149.93
Total (Rs. In Words)		<b>Rs. 50,73,149.93 (Rs. Fifty Lakh Seventy-Three Thousand One Hundred and Forty-Nine and Paise Ninety-Three Only)</b>				

**Scope of Work:**

SL No.	Features	ATS PLAN (SILVER)
1	Coverage	Debugging and troubleshooting of product related issues reported by the L1/L2 Support Team.
2	Responsibility	Newgen as Product organization
3	Location	Offshore Newgen delivery center

*[Signature]*  
30/07/2025

*Mayank Shekhar*  
30/07/2025



SL No.	Features	ATS PLAN (SILVER)
4	Reports To	Newgen Team Lead
5	Working Time	Customer Timings (Maximum of 08 hours per day and 05 days a week)
6	Customer Support Contacts	05
7	Right to New Version (RTNV)	No
8	SLA	Based on Resolution Time

Newgen shall provide all manuals related to the software package along with the End User License Agreement (EULA), within seven (7) days of receipt of the Purchase Order. CIL shall operate the Software according to the detailed instructions given in the manuals of the software package or as per any written communication given by Newgen. Newgen shall also provide support for Operating System (OS) patching activities, as part of its support obligations.

**i) Support Hours and Days of Coverage**

Support coverage is available as per Customer Timings (Maximum of 08 hours per day and 05 days a week). Published Newgen holidays and holidays observed locally by Newgen Support offices are excluded.

**ii) Product Updates**

“Update” means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the error on Customer.

Several Types of Updates are:

- Software defect corrections, commonly called Bug fixes, are made immediately available through the FTP site as part of an open case. Newgen provides software defect corrections or "fix" files to maintenance customers via two means: electronic delivery or with Service Packs. Individual hot fixes are provided as part of the case resolution process and are made available for downloading electronically as needed.
- Service Packs are produced periodically to make sets of software defect corrections and low risk features available to customers. They may also include support for low risk third party vendor software releases, hardware devices, and system configurations “post qualified” with an existing major or minor release. A new Service Pack will contain all fixes released in an earlier Service Pack or Hot Fix Pack for a specific product. For some products, Service Packs may also contain the recompiled base release.
- Hot Fix Packs are cumulative sets of “showstopper” software defect corrections for an associated release. They do not normally contain the base release of the product and must be installed on top of the release to which they apply. Hot Fix Packs are made available via the FTP site.

**iii) Software Upgrade/New Version:**

- “Upgrade” means a revision to the Software released by Newgen to add new and different functions or to increase the capacity of the Software.
- Right to New Version (RTNV)\* means the entitlement where the Customer is entitled to purchase all software upgrades for supported products that become available during the ATS term.

**iv) Case Logging**

Newgen will provide access to the central helpdesk via a portal and or email for registering Bugs. The plan allows unlimited case logging on the Newgen helpdesk portal.

**v) Customer Support Contacts**

The maximum number of technical support contacts that the Customer may authorize are 05 (five).

*M. Singh*  
30/07/2025

*Mayank Shekhar*  
30/07/2025



vi) **Response Time:**

Cases logged with Newgen are assigned a priority from 1 to 3 based on the severity of the issue and its impact on your business. The Newgen support center is dedicated for responding to the Customer's case within the appropriate time frame, based on case priority. Newgen responds to calls on a priority basis and attempts to address all high Severity 1 (S1) calls on a real time basis. All lower priority calls will be handled accordingly, based on entitlement, priority, and call time but will generally be handled via a call back by a support center engineer.

vii) **Severity Level Agreement (Severity Levels and Resolution Time Goals)**

Case Priority	Severity Level	Description	Resolution Time Target
S1	High Production System Down	The Customer production system is not operational. The problem affects more than 90% of the users and a solution is not available.	4 Business Hours
S2	Medium Serious Impact on System Operation	The Customer production system is operational but has a major feature that is not operational, or performance is very slow. The problem affects a significant number of users, and a solution is not available.	8 Business Hours
S3	Low Subsystem or Device Failure cases	The system is generally available and functional for a significant number of users. An interim solution is available to keep the system operational.	24 Business Hours

Each case 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.

Failure to resolve cases of S1, S2 and S3 priority to CIL's satisfaction within the maximum resolution time stipulated for the each case priority respectively, will result in violations of the SLA in the manner set out in the table below:

Case Priority	Violation associated with each complaint not resolved within maximum resolution time
S1	3
S2	2
S3	1

An equal number of violations for each case will be added (as per the case priority), if the complaint is not resolved within a further period equivalent to maximum resolution time originally allocated for such case. For example, if a S1 case is not resolved within 4 Business Hours there are three violations; if issue is not resolved in further 4 Business Hours, there will be further three violations. Addition will continue till the issue is resolved to CIL's satisfaction.

Quarterly Penalty will be calculated as set out below:-

Quarterly Number of Violations	Penalty as %age of quarterly ATS charges
Less than 25	Nil
26 to 50	2.5%
51- 75	5%
75-99	7.5%
100 and above	10%

*Amogh*  
30/07/2024

*Mayank Shekhar*  
30/07/2025



However, the aggregate of all penalties that may be levied shall not exceed ten percent (10%) of the Contract value excluding GST. 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 Newgen;
- vi. Any delay which can be directly attributable to CIL

Feedback during complaint resolution: Newgen will provide feedback to the user/ CIL authorized person at a frequency of (at least) 30 minutes for S1 priority issues and at a frequency of (at least) four hours for S2 and S3 priority issues on the status of the resolution. In case the cause of the issue relates to factors outside the scope of Newgen, immediate information will be given by Newgen to CIL in the first feedback call itself, so that CIL can take necessary action to resolve such issue. In all such cases, Newgen will provide its best cooperation to other vendors (e.g. hardware or network vendor) and CIL for resolution of the issue.

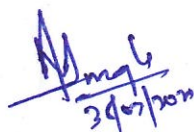
Logging and Reporting of Complaints/ violations;

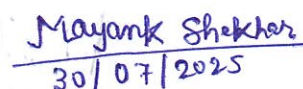
- I. Newgen will prepare monthly SLA performance report as per format mutually agreed between CIL and Newgen, indicating SLA performance, number of violations, root cause analysis and action taken for future prevention; and
- II. Newgen will prepare the formats for periodic reporting of SLA compliance and get the same approved by CIL. SLA report should be generated through the portal without any manual intervention.

#### **Other Terms & Conditions:-**

##### **1.) Performance Bank Guarantee (PBG)**

- a) You are required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the contract period.
- b) The Performance Bank Guarantee shall be issued by a RBI scheduled bank in India in CIL Performance BG format (as per Annexure – I) on a non-judicial stamp paper.
- c) The PBG shall be in the same currency in which the contract has been issued.
- d) The PBG (s) shall remain valid till 3 months after the completion of contract period.
- e) The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance during the contract period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released with the approval of concerned HOD (MM) after expiry of validity period after obtaining the following:
  1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
  2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-II.
- f) In cases where the PBG is not submitted in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from

  
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subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

- g) The bidder shall submit the copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee.

## **2.) Submission of Bank Guarantee's**

The Bank Guarantee issued by the issuing bank on behalf of the bidder in favour of "Coal India Limited", should be in paper form (Stamp paper) as well as issued under "Structured Financial Messaging System". Issuing bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also, issuing Bank should mention "CIL0066312" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS platform is furnished below:-

Name of Bank	ICICI Bank
Branch	Rasoi Court
IFSC Code	ICIC00000006
Account No.	000651000038
Customer ID	066312

Original copy of Bank Guarantee issued by the issuing bank shall be sent by the issuing bank to MM Department, CIL.

**3.) Payment Terms:** - Payment shall be made on quarterly basis after the end of quarter within 21 days upon receipt and acceptance of the invoice. However, payment towards the period already over i.e. for the period Augist'24 till quarter ending June'25 shall be made within 21 days upon receipt and acceptance of the invoice

This issues with the approval of the competent authority.

Yours faithfully,  
For & on Behalf of Coal India Limited

Mayank Shekhar  
30/07/2025

(Mayank Shekhar)  
Deputy Manager (MM)

Avinash Kumar  
30/07/2025  
(Avinash Kumar)  
General Manager (MM)

वितरण:

- 1) ED(Co-ordination)/TS to Chairman, CIL
- 2) ED (ICT), CIL
- 3) GM (MM) / HoD, CIL
- 4) TS to Director (Technical), CIL
- 5) GM (Finance) / HoD
- 6) GM (ERP), CIL
- 7) AF (MM), CIL



## ANNEXURE-I

### Performance Bank Guarantee Format

..... (Name & address of the concerned subsidiary  
..... Company / Purchaser Company)

**Re: Bank Guarantee in respect of Agreement / Contract vide no. .... dated**  
..... **between**  
**Coal India Ltd. on behalf of .....** (Name of concerned subsidiary Company) and  
..... (Name of Supplier Company) {applicable for CIL  
Contracts}

OR


**Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no.**  
..... **dat**  
**ed**  
..... **between .....** (Name of Purchaser Company) and ..... (Name of Supplier  
Company) {applicable for subsidiary contracts/Purchase Orders}

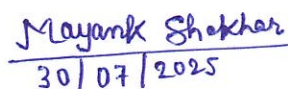
Messers .....a Company / Firm having its office at No.....(hereinafter called  
'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no .....  
dated ..... (hereinafter called 'the said Agreement') with Coal India Limited,  
Kolkata on behalf of ..... / Purchaser Company (Name of the concerned  
subsidiary Company) (hereinafter called 'the Company') to supply ..... stores/  
materials amounting to Rs.....on the terms and  
conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its  
office at ..... has at the request of the Contractor agreed to give the guarantee as  
hereinafter contained.

We.....(Name of the Bank) do hereby unconditionally agree with the  
Company  
that if the Contractor shall in any way fail to observe or perform the terms and conditions of  
the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall  
on demand and without any objection or demur pay to the Company, the said sum of Rs...  
..... or any  
portion thereof without requiring the Company to have recourse to any legal remedy that may  
be available to it to compel the Bank to pay the same or calling on the Company to compel  
such payment by the Contractor.

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

  
30/07/2025

  
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We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the ..... day of ..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs ..... as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement 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 forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission 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 provisions have the effect of relieving or discharging the Guarantor.

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of .....20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and... [(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of .....20.....  
Place.....

Signature of the authorized person(s)  
For and on behalf of the Bank.

*[Handwritten signature]*  
30/07/25

*Mayank Shekhar*  
30/07/2025



Annexure – II

No Claim Certificate  
(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity \_\_\_\_\_

**NO CLAIM CERTIFICATE**

Sub: Contract Agreement no. ----- dated -----for the supply of -----  
-----

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) in full and final settlement of all the payments due to us for the supply of \_\_\_\_\_ under the above mentioned contract agreement, between us and \_\_\_\_\_ (CIL or Subsidiary). We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or  
officer authorized to sign the contract documents  
on behalf of the contractor  
(company stamp)

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

Place: \_\_\_\_\_

*Mayank Shetkar*  
30/07/2025

*Aditya*  
31/07/2025