

कोल इण्डिया लिमिटेड

(महाराष्ट्र 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,

वेबसाई: www.coalindia.in

सी आई एन सं. L23109WB1973GOI028844

ईमेल: edmc.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: edmc.cil@coalindia.in

संख्या:- सीआईएल/सी2डी/ERP/HMS/OEM/Manorama/2025-26/ 300**दिनांक:- 22.08.2025****By: Regd Post/E-mail**

सेवा मे,

M/s Manorama Infosolutions Pvt. Ltd.**CTS No 250B/1A/12, 3rd & 5th Floor,****DC Plaza, E Ward, Near Mahaveer College,****Nagala Park, Kolhapur - 416003,****Maharashtra, INDIA**E-mail:- santosh.pawar@manoramasoft.comtushar.r@manoramasoft.com**विषय: Annual Maintenance Contract (AMC) & Annual Technical Support (ATS) of Hospital Management System (HMS)****संदर्भ: - Your Revised Offer received vide email dated 08.05.2025**

महोदय,

With reference to your aforementioned revised offer received vide email dated 08.05.2025, we are pleased to place our formal order for Annual Maintenance Contract (AMC) & Annual Technical Support (ATS) of Hospital Management System (HMS) for a period of 1 year from 28.08.2025 to 27.08.2026 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 Hospital Management System (HMS) for 1 HQ & 21 Hospital Detailed Scope of Work as mentioned below.	28 th August 2025 to 27 th August 2026	1,56,06,000.00	18%	28,09,080.00	1,84,15,080.00
2	Annual Maintenance Contract (AMC) of Hospital Management System (HMS) HYBRID model of having resource for Onsite & Offsite Support & Service (11 Resource)	28 th August 2025 to 27 th August 2026	1,04,04,000.00	18%	18,72,720.00	1,22,76,720.00
Total (Rs. In Words)			Rs. 3,06,91,800.00 (Rs. Three Crore Six Lakh Ninety-One Thousand and Eight Hundred Only)			

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Subsidiaries Wise Number of Hospitals

Below are the Subsidiaries Wise Hospitals List which are under HMS:-

Sl. No.	Subsidiaries	Number of Hospital
1	MCL	1
2	WCL	6
3	NEC	1
4	ECL	2
5	BCCL	2
6	CCL	4
7	SECL	3
8	NCL	2
	Total	21

Scope of Work:

1. The Annual Maintenance Contract (AMC) & Annual Technical Support model is designed to ensure the seamless functioning, efficient maintenance, and performance optimization of the HMS, thereby minimizing downtime and enhancing operational efficiency.
2. During this period, MIPL shall ensure trouble free and efficient functioning of the HMS System integrated with ERP. If during this period any bugs or technical issue found in the HMS system, MIPL shall promptly, in consultation and agreement with CIL appropriately rectify the defects at its cost.
3. Support during AMC will include the following: -
 - Rectification of any defects in the system.
 - Implement of software Updates/ patches (within the version).
 - Align in the custom reports/ dashboards/ interfaces, if any.
 - Capacity building of CIL resources in the HMS competency centre.
 - Advice to CIL management for effective use of HMS system and process optimization.
4. To accomplish the above tasks, MIPL will maintain a team below mention dedicated team:

All the deployed Officials should have an experience of end-to-end HMS project implementation having integration with SAP.

Sl. No.	Location	Resource Type	Resource
1	Head Quarter	Project Manager	1
2	MCL	Functional Expert	1
3	WCL	Functional Expert	1
4	NEC	Functional Expert	1
5	ECL	Functional Expert	1
6	BCCL	Functional Expert	1
7	CCL	Functional Expert	1
8	SECL	Functional Expert	1
9	NCL	Functional Expert	1
10	MIPL Office support Desk	Technical Expert	1
11	MIPL Office Support Desk	Technical Expert	1
	Total		11

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Details of Qualification and experience required for deployed officials of M/s MIPL

- **Project Manager:**

CIL HMIS project requires at least 1(one) experienced certified project managers with more than 10 years of experience, to be deployed in the CIL HQ. This Project Managers should have experience of implementing at least 1 HMS at Govt. or PSUs as a Project Manager. He should be a domain expert with thorough knowledge of implemented product including the integration. It is desirable that Project Manager shall have work experience at CIL.

- **Functional Consultants**

MIPL should deploy at least 1 Functional Consultants per subsidiary, each functional consultant having at least 1 HMS end-to-end implementation experience in the domain of similar product/ functionality. The minimum qualification of the Functional consultant should be graduation. They should be trained in current running HMS solution and experienced in hand holding and supporting users on HMS.

- **Technical Consultant**

MIPL should provide 2 dedicated technical consultants required for support, programming, System & Database Administration, report writing, testing, data migration etc. as required for the successful running of the HMS solution. Each technical consultant should be having in-depth knowledge of the CIL HMS architecture including integrations with SAP ERP. They should be trained in HMS solution and experienced in handling development/ configuration of the running modules. It is desirable that Technical Experts shall have work experience at CIL.

M/s MIPL needs to submit detailed CV's of each of the officials and Project Manager before the start of AMC to be deployed onsite.

The CVs of the Support Team members, duly certified by authorized signatory of the MIPL, may be verified by the CIL Project Leader and or SME before start of AMC or from time-to-time. Project team to be provided by the MIPL must be on their regular roll and MIPL shall certify the authenticity of their regular employment.

5. ABDM Integration at No Additional Cost:

- As part of the AMC model, integration with ABDM (Ayushman Bharat Digital Mission) is to be provided free of charge. This integration ensures that CIL's HMS is aligned with the national healthcare standards and facilitates seamless data exchange for better patient care and reporting.
- The only cost incurred by CIL will be for Cloud hosting & WASA (Web Application Security Assessment) testing (WASA testing be done from the ABDM certified vendor), ensuring that the system meets security and compliance requirements.

6. SITC & O&M of any Hardware, Network, Infrastructure, Storage, OS & DB required for existing or any new modules shall be out of scope.

7. SLA & Penalty

Services of MIPL during the AMC & ATS contract period will be governed by a Service Level Agreement (SLA), detailed as under:-

- a) 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 based ticketing tool for lodging the complaints will be provided by MIPL, as a part of the facilities.

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- b) Severity of the complaint will be classified as Critical, High Priority, Medium Priority and Low priority. Criteria for determining severity of the complaint, expected response time and expected resolution time are given in the table below:-

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 ours

- c) Each complaint which is not resolved within the maximum time specified for resolution will be deemed to be a violation of the SLA.
- d) For each case of violation arising from non-resolution of critical issues, a penalty of 1% of the quarterly AMC will be charged. An 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.
- e) 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

- f) 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.
- g) Quarterly Penalty will be calculated as set out below:

Quarterly Number of Violations	Penalty as 1%age of quarterly AMC charges (ERP/HMS)
Less than 25	Nil
26 to 50	2.5%
51- 75	5%
76-99	7.5%
100 and above	10%

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- h) 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, cap on the penalty shall be reinstated to 10% with respect to the upcoming quarters if in a given quarter, the penalties do not exceed 10%.
- i) The following will be excluded while calculating the violations:
- 1) Time lost due to power or environmental failures including recovery/ booting time;
 - 2) Time lost due to failure of hardware and/or network;
 - 3) 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;
 - 4) Scheduled system shutdown sought by CIL or approved by CIL;
 - 5) Any force majeure condition, not under direct control of MIPL; and
 - 6) Any delay which can be directly attributable to CIL.
- j) Feedback during complaint resolution:

MIPL 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 MIPL, immediate information will be given by MIPL to CIL in the first feedback call itself, so that CIL can take necessary action to resolve such issue. In all such cases, the MIPL 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:

MIPL 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;

MIPL will prepare monthly SLA performance report as per format mutually agreed between CIL and MIPL, indicating SLA performance, number of violations, root cause analysis and action taken for future prevention; and MIPL 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.

k) Disaster Recovery and Backup Policy

MIPL shall formulate an effective Back-Up strategy and Disaster Recovery Plan and advise CIL on Business Continuity requirements. MIPL shall also recommend any automated data backup tools and advise CIL on their deployment as required.

l) Documentation

MIPL shall prepare and submit complete documentation of all the reports, documents, configuration settings, other activities / stages involved in the support of the HMS as per agreed terms of AMC & ATS. MIPL shall use OEM subscribed methodology and software tools for any documentation in the AMC & ATC project.

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Other Terms & Conditions:-

1.) CIL and its Subsidiaries can engage additional onsite resource from MIPL, specific for their requirement. Additional Onsite Resource, if any, required by any of the Subsidiaries shall be chargeable @ Rs 9,50,000.00 per resource per year which shall be borne by the respective Subsidiary.

2.) CIL shall provide resources (internal or contractual) to assist with any support required for the smooth operations of HMS.

3.) **Restricted Use** - The onsite resource shall be used for support and maintenance of HMS application only.

4.) **Attrition & non-solicitation** –

MIPL shall maintain adequate staffing levels to ensure the successful and continuous delivery of services as per the agreement. However, in the event of employee attrition, MIPL shall have the flexibility to replace key personnel with equally qualified and experienced resources as needed.

CIL shall not directly or indirectly attempt to hire or engage any personnel employed by MIPL during the term of the agreement and for a period of 12 months after the termination or expiration of this agreement, unless MIPL provides written consent.

5.) Force Majeure

“If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract”

6.) 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

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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 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.

7.) 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	ICIC0000006
Account No.	000651000038
Customer ID	066312

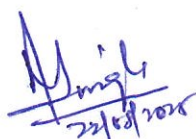
Original copy of Bank Guarantee issued by the issuing bank shall be sent by the issuing bank to MM Department, CIL.

8.) Payment Terms: - Payment shall be made on quarterly basis after the end of each quarter within 21 days upon receipt and acceptance of the invoice. Cost of ATC & AMC shall be contributed by each subsidiary in proportion to its share on the basis of number of hospitals covered under HMIS.

9.) Paying Authority:-

- Paying Authority for subsidiary will be General Manager (Finance) / HoD (Bill) of the subsidiary. Payment by the Paying authority of concerned CIL Subsidiary shall be made upon certification and acceptance of CMS-in-Charge of the concerned hospital and ERP Project Leader of the Subsidiary.
- Paying Authority for hospitals of NEC will be General Manager (Finance) / HoD (Bill), CIL Kolkata and the payment shall be made upon certification and acceptance of CMS-in-Charge of hospital of NEC and ERP project leader, CIL HQ.

10.) Consignee – GM (ERP) / HoD, CIL & ERP Project Leader of the Concerned Subsidiary.


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11.) **Budget** – Budget provision to be kept by CIL & Subsidiaries for ATS & AMC of HMS as under:-

SL No.	Subsidiaries	No. of Hospital	Budget excluding GST (INR)	Budget including GST (INR)
1	MCL	1	12,38,572.00	14,61,515.00
2	WCL	6	74,31,432.00	87,69,090.00
3	NEC (CIL HQ)	1	12,38,572.00	14,61,515.00
4	ECL	2	24,77,144.00	29,23,030.00
5	BCCL	2	24,77,144.00	29,23,030.00
6	CCL	4	49,54,288.00	58,46,060.00
7	SECL	3	37,15,716.00	43,84,545.00
8	NCL	2	24,77,144.00	29,23,030.00
	TOTAL	21	2,60,10,012.00	3,06,91,815.00

This issues with the approval of the competent authority.

Yours faithfully,
For & on Behalf of Coal India Limited

Mayank Shekhar
22/08/2025
(Mayank Shekhar)
Deputy Manager (MM)

Avinash Kumar
22/08/2025
(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
- 8) GM(System)/ GM(ERP), BCCL/CCL/ECL/MCL/NCL/SECL/WCL
- 9) GM(Finance), BCCL/CCL/ECL/MCL/NCL/SECL/WCL

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}**

Messersa 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.

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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.

Controlling Officer of the Bank:

Name –
Address –
.....
.....

Telephone No. –
Branch of the Bank issuing BG -

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

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



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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: _____

Signature

Mayank Shukla
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