



सन्दर्भ संख्या: सीआईएल/ईएंडटी/02/2022/1155

दिनांक: 13.05.2022

सेवा,
मेसर्स रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
चटर्जी इंटरनेशनल सेंटर,
तीसरी और 16वीं मंजिल, 33ए, जवाहरलाल नेहरू रोड,
कोलकाता - 700 071

फैक्स नंबर.: 033-4404 1490
ईमेल: kuldeep.n@railtelindia.com

Sub: -Work order for TPaaS services of M/s RailTel Corporation of India Ltd for enhancing the existing Video Conference Setup for a period of 01 year on rental basis.

- Ref: 1. CIL's letter no- CIL/HQ/E&T/2022/1130 dated 30.03.2022
2. RailTel letter no- Railtel/East/Mktg/Coal_TPaaS/61504 dated 08-Apr-2022 through e-mail dated 08.04.2022.
3. CIL's letter no-CIL/HQ/E&T/2022/02/1148 dated 21.04.2022
4. RailTel letter no-RailTel/East/Mktg/Coal_TPaaS/61604 dated 27-Apr-2022 through e-mail dated 27.04.2022.

Dear Sir,

With reference to the above, we hereby place order for TPaaS services of M/s RailTel Corporation of India Ltd for enhancing the existing Video Conference Setup for a period of 01 year on rental basis.

S.N	Particulars	Qty	UoM	Unit Rate	Total Charges (for 1 year)
1	Railtel Video Exchange Services for all End points along with Concierge Services.	23	Per point per Month	Rs.11,000	Rs.30,36,000/-
2	*Storage & Recording (assuming 10 VCs per month of average 2 hour)	20	Per recording per month	Rs.550/-	Rs.1,32,000/-
3	One Time integration charges	23		Rs.9500/-	Rs.2,18,500/-
4	Total Charges excluding taxes				Rs.33,86,500/-
5	GST @ 18%				Rs.6,09,570/-
6	Total Charges including taxes				Rs.39,96,070/-

(Rupees Thirty-Nine Lakh Ninety-Six Thousand and Seventy only.)

*Storage & recording would be Rs550/- per hour plus GST on actual basis as per the monthly requirement of CIL.

The Scope of work and the Terms & Conditions shall be as follows:

A. Scope of work:

1. Services Required: M/s RailTel Corporation of India Ltd shall have to provide the following:

- i. High Definition Video Conferencing Services(TPaaS) at 23 locations of CIL HQ, Subsidiaries HQ, CIL Delhi office, Ministry of Coal New Delhi.
- ii. Integration with web based VC platforms to be connected from remote locations offices through internet, with the provided video conferencing facility.
- iii. The Server and services for video conferencing facility shall be operated, managed by M/s RailTel at their premises.
- iv. At M/s RailTel premises, Internet facility shall be available at Server for video conferencing, for connecting to Public IP based Video Conferencing.
- v. The solution should also include adequate Internet bandwidth at RailTel MCU for conducting VC over public IP with participation from both through existing CIL MPLS network for VC as well as over public IP (for 05 Nos concurrent VC sessions with presentation facility).

2. Connectivity:

All the intermediate equipment like routers, switches and required other devices to maintain the connectivity between video end points and server shall be provided and maintained by M/s RailTel under the rental contract.

3. Server for video conferencing facility:

- i. The Video Conferencing Server shall be at the custody of M/s RailTel.
- ii. The video conferencing facility shall be capable of connecting the 23 locations of Video Conferencing to public IP based outside video conferencing.
- iii. The internet bandwidth of sufficient capacity at the Video Conferencing Server, to connect public IP based outside video conferencing, to 23 locations of CIL Video Conferencing, shall be provided by M/s RailTel at their own cost.
- iv. The Server shall be capable to connect, the Desktop / Laptop based video conferencing to the 23 locations of CIL Video Conferencing.
- v. Facility shall be available at all the 23 locations, for displaying of presentation from Laptop during video conferencing.
- vi. Server shall have the recording facility of complete video conferencing session.
- vii. Recording facility shall be available at Video Conferencing Server/system of M/s RailTel. Recording shall be done as per requirement/intimation to the M/s RailTel for the video conferencing session.

4. Required Operational Features:

- i. Operators at M/s RailTel Server location, shall arrange to connect, manage and monitor (a) 23 location Video-Conferencing, (b) connect IP based outside video conferencing system to be connected to 23 location VC system (c) Desktop/laptop & other devices based Video Conferencing to 23 location VC system.
- ii. Operators at M/s RailTel Server location shall, be available for all the 07 days (seven) in the week.
- iii. Minimum quantity of simultaneous VC within 23 location = 05 nos. For Example: For a particular day of time period as mentioned below, simultaneous Video conferencing shall be available.
 - (a) Locations 1st, 3rd, 10th & 22nd – from 9:30 AM to 11:30 AM
 - (b) Locations 2nd, 11th, 21st, & 23rd – from 10:00 AM to 11:30 AM
 - (c) Locations 4th, 9th, 14th, 18th & 20th - from 9:30 AM to 12:00 PM
 - (d) Locations 5th, 6th & 19th - from 10:00 AM to 02:00 PM
 - (e) Locations 7th, 8th, 12th, 13th, 15th & 17th - from 10:00 AM to 01:00 PM.
- iv. All the video conferencing within 23 locations, shall have provision to connect outside IP based (through internet) video conferencing as and when required.
- v. Major office names which have to be connected via IP based Video Conferencing: (a) Ministry of Coal, Govt. of India (b) Other Ministry, Govt. of India (c) National Informatics Centre (NIC), Govt. of India (d) State Govt. Offices (e) Coal India Limited (f) All the Subsidiary offices of Coal India Limited. (g) Any other PSU offices as and when required.
- vi. M/s RailTel shall share their Video conferencing IP and ID to CIL – during the instances when above offices want to connect CIL offices (23 locations) through IP, as and when required.
- vii. CIL shall contact the Operators of M/s RailTel through e-mail, phone for connecting required video conferencing.
- viii. The Operators of M/s RailTel shall connect and monitor required video conferencing as per request e-mail / phones from CIL.

5. **Location Address for Tpaas services:** (As mentioned at Annexure A).

6. **Commencement of Service:** Complete commissioning of work including testing and installation shall be done within 45 days from the date of issue of LOA or Work order by CIL whichever is earlier.

The contract period (i.e. Rental period) shall be for 12 months from the date of commencement of service.

B. Service Level Agreement (SLA):

1. M/s RailTel is required to ensure 99.5% availability for all the 23 locations. Percentage of availability shall be maintained separately for each location covered under the contract.

2. Uptime Calculation :

M/s RailTel shall ensure an uptime of 99.5% for the entire duration. The services downtime will be reckoned round the clock (24x7). Maximum grace period to attend the call will be 4 hours, e.g., if the down time starts at 12:00 hrs on a day and extends up to 11:00 hrs the following working day, the down time will be calculated as below:

First day : from 12:00 hours to 00:00 hours = 12 hours

Second day : from 00:00 hours to 11:00 hours = 11 hours

Total down time hours : (12 + 11 – 4) Hours = 19 Hours

The % availability of the Tpaas services shall be calculated as follows:

(No. of days in the month x 24) - (Total down time hours in the month)

Availability in % = -----

(No. of days in the month x 24)

C. Penalty Charge:

During the contract period rental charges payable, after adjusting penalty if any, shall be computed every month as follows: M/s RailTel is required to ensure % availability as per SLA for the TPaaS services on monthly basis separately for each video conferencing covered under the contract. In case, the monthly availability falls below the % availability as per SLA for a location, penalty would be imposed on M/s RailTel and the same would be deducted from the monthly rental charges payable to them quarterly. Computation of monthly average availability and penalty will be done separately for each location on monthly basis as follows:

(No. of days in the month x 24) - (Total down time hours in the month)

Availability in % = -----

(No. of days in the month x 24)

M/s RailTel shall give uptime guarantee of 99.5% of service availability at all 23 locations.

D. Maintenance & Regulation of Rentals:

In case the availability of the service, falls below 99.5%, the monthly rental charges payable by CIL will be reduced by 01% (one percent) for each one percent reduction in availability or by part thereof, e.g. 4% reduction for 95.5% availability. However, no monthly rentals will be payable for availability below 80%.

If the availability goes below 80% continuously for 3 months, an amount equal to monthly rental charge will be deducted as penalty in the 4th month from the supplier's Performance Bank Guarantee.

If the availability still goes below 80% in the 4th, 5th, & 6th month, deduction of an amount equal to monthly rental charge from the supplier's Performance Bank Guarantee as penalty will continue till 6th month.

Again, if the availability further goes below 80% in the 7th month CIL is free to forfeit the supplier's remaining Performance Bank Guarantee and the rental contract will be terminated.

Note: % availability will be calculated on monthly basis (Calendar month) and Up time will be for the entire components of turnkey project for all the locations. It shall be the responsibility of the M/s RailTel to make necessary adjustment and / or repairs to keep the systems as per specification in good working condition.

If the equipment down time is anticipated to continue over to the next 5 working days, the defective system / components shall be replaced by a suitable system/ component of the same or higher specifications.

Any equipment found broken, defective, mal-functioning, under-functioning will have to be repaired / replaced by the supplier at no extra cost to CIL during the entire project life cycle. It shall be the responsibility of the M/s RailTel to make necessary adjustments and / or repair to keep the system & other applications in proper and satisfactory working condition.

M/s RailTel should assure that all breakdown calls be attended at the earliest but not more than 4 hours from the time of logging and will endeavour to keep all the components of work order for setting up for video conferencing in CIL.

M/s RailTel responsibility for maintenance shall be maintenance / replacement of each and every spares / component for entire rental period.

No bonus or additional sum shall be payable to the vendor if the monthly availability is more than the guaranteed availability as mentioned above.

E. PRICE FALL CLAUSE :

M/s Railtel undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in

respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. And / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by M/s Railtel to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by M/s Railtel to buyer, if the contract has already been concluded.

- i. The currency of contract will mean the period till completion of contract for 01 year.
- ii. M/s Railtel will be required to submit a copy of the last (latest) purchase order for the similar/ ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization, along with the offer.
- iii. It shall be responsibility of M/s Railtel to inform the purchaser of offer to supply / supply of the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- iv. M/s Railtel shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."

F. Penalty for late completion:

If the service provider fails to complete the installation and commissioning of the TPaaS services as stipulated in "Commencement of Service" i.e. within 45 days period from the date of LOA or Work order by CIL whichever is earlier, penalty shall be recovered from the outstanding bills of M/s Railtel at the rate of 0.5% of the total awarded value per week delay subject to maximum 10% of the awarded value of contract

G. Payment Terms: The rental charges would be paid quarterly, after successful completion of each and every quarter.

- a. 100% of one time charge (OTC) if any, will be made within 21 days after installation, testing and commissioning at all 23 (twenty three) sites for setting Tpaas services for CIL and its subsidiaries.
- b. The commissioning date of last commissioned site will be taken as commissioning date of entire turnkey project. The Turnkey Project for setting up Tpaas services in CIL & its subsidiary(HQ) will be deemed to be commissioned after testing/operation of the system for HD video conferencing and its acceptance thereof by HOD (E&T)/ GM (E&T)/ HoD of concerned subsidiary companies or its authorized representative.
- c. The quarterly rental bill in duplicate for each of the network shall be raised in the name of GM (Fin) of concerned (08) subsidiary companies after the end of each Quarter and the same shall be paid within 21 days of receipt and acceptance by GM (E&T/HoD) of concerned subsidiary headquarter or his authorized representative. The said payment will be made on the basis of Monthly performance availability certificate submitted by you along with quarterly bill (in duplicate) duly signed by your representative.
- d. The quarterly rental bill in duplicate for the network shall be raised in the name of GM (Fin), CIL HQ for (15 location) i.e. New Delhi office (01 no), MoC (2 nos) and CIL HQ (12 Nos) after the end of each quarter and the same shall be paid within 21 days of receipt and acceptance by HoD (E&T), CIL or his authorized representative. The said

payment will be made on the basis of monthly performance availability certificate submitted by you along with the quarterly bill (in duplicate) duly signed by your representative.

- e. All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit. Penalty deductions (if any) will be deducted from the quarterly bills along with TDS/other deductions, if any, as applicable.
- f. Final payment on completion of contract along with retention money (if any) will be made as per work order after completion of the contract (i.e after last quarter) and acceptance of the same to the satisfaction of CIL.

(You are required to submit duly filled Mandate Form for Electronic Fund Transfer/Internet Banking as per Annexure-1 (enclosed) along with the 1st quarterly bills.)

H. Paying Authority:

- A. For CIL-HQ, MoC New Delhi & CIL Delhi office:
General Manager (Fin)
Coal Bhawan, Premise No-04 MAR,
Plot No- AF-III, Action Area-1A,
Newtown Rajarhat, Kolkata-700156.
- B. For other location: Concerned GM (Fin) of respective subsidiary companies.

I. PERFORMANCE SECURITY/SECURITY DEPOSIT:

i) Security Deposit shall consist of two parts:

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

ii) Performance Security (first part of Security Deposit) should be 3% of annualized value of contract amount or contract amount i.e Rs.119882.1 (Rupees one lakh nineteen thousands eight hundred eighty-two and ten paise only), whichever is less and should be submitted within 21 days of issue of LOA, by the successful Bidder in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at Kolkata
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the Owner.
- Demand Draft drawn in favour of Coal India Ltd. on any Scheduled Bank payable at its Branch at Kolkata.

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

Performance security, if submitted in the form of Bank Guarantee shall be issued by a scheduled Bank in paper form (stamp paper) as well as issued under "Structured Financial Messaging System". The 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 sending details of BG under SFMS Platform is furnished below:-

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

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to the HOD(E&T), Coal India Ltd, Coal Bhawan, 04 MAR, AF-III, Action Area-IA, New Town, Kolkata.- 700156.

iii) If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Bank
or
- (b) by a Foreign Bank located in India and acceptable to the Employer.
- (c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract/extended period of contract (if any), whichever is more.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at CIL Kolkata.

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).



In case the successful Bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

iv) All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as Retention Money and will be second part of security deposit.

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the Contractor during the year.

The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.

v) Refund of Security Deposit:

The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-In-Charge, the Security Deposit remaining with the Company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).

J. Signing of Agreement: M/s Railtel shall enter into and execute contract agreement in the prescribed form enclosed as Annexure-III. The cost of the stamp papers for the contract agreement shall be borne by you. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to you free of cost and the original is to be retained by Coal India Limited. For any additional copy, additional cost to be charged. All additional copies should be certified by the HoD (E&T).

The Agreement will incorporate all agreements between the Company and the successful Bidder and shall be executed within 14 days of confirmation of Performance Security submitted by the Contractor as per contract conditions.

K. Additional terms & conditions:

1. If any item required for successful implementation of the offered solution is not specified in the offered detailed list submitted by M/s RailTel, but is considered necessary for successful implementation and maintenance of the offered video conferencing solution with guaranteed bandwidth availability, the same has to be supplied / provided by the M/s RailTel at their own cost and expenses. No additional monthly rental charges shall be paid by Coal India Limited for such supplies.

2. M/s RailTel shall make their own arrangement for transportation of men and material during installation and for attending the breakdown calls.

3. Inspection: GM (E&T), /HOD (E&T), CIL & its Subsidiaries or their authorized representative shall undertake the inspection of the offered services to check whether it is in conformity with the Technical Specifications.

All other terms & conditions would be as per the referred CIL's letter no- CIL/HQ/E&T/2022/1130 dated 30.03.2022, even if not specifically mentioned here.

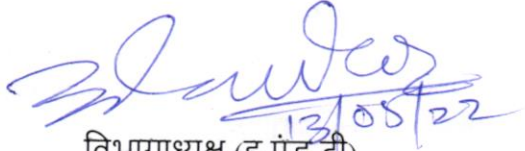
Please send your acceptance within 10 days from the date of receipt of this order. If no reply is received within the above period, it will be treated that you have accepted the order for execution.

Enclosures:

- A. Annexure –A Location Address for Tpaas services:
- B. Annexure -I (Mandate Form for Electronic Fund Transfer/Internet Banking)
- C. Annexure -II (Performance Bank Guarantee Format)
- D. Annexure III (Agreement Format)

प्रतिलिपि:

- 1) GM (Fin)/HOD, CIL, Kolkata
- 2) GM (F/C&B), CIL, Kolkata
- 3) GM, CIL, Delhi office, New Delhi
- 4) GM (E&T)/HOD (E&T): ECL/BCCL/CCL/NCL/WCL/SECL/MCL
- 5) GM(ICT): CMPDI
- 6) GM(SYSTEM)- For kind information & with a request to upload in CIL website.
- 7) TS to /D(T), CIL: For Kind information please.
- 8) Comp. Secretary, CIL – for kind information as the award of contract is on nomination basis.
- 9) Chief Manager (F)/Bills, CIL Kolkata- For kind information.


विभागाध्यक्ष (इ एंड टी)
कोल इंडिया लिमिटेड (मुख्यालय) कोलकाता
ए. के. पाण्डेय / A.K. Pandey
उप महा प्रबंधक / DY. GM
ई एंड टी / HOD
एकशन एरिया-1ए / Action Area-1A
कोल इंडिया लिमिटेड / Coal India Limited
राजारहाट, कोलकाता / Rajarhat, Kolkata-700156

Annexure A

<i>Sl. No.</i>	<i>Location</i>	<i>Qty.</i>	<i>Address</i>
01	Chairman Chamber	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
02	Chairman Meeting Room	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
03	Board Room	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
04	Dir.(Tech.) Chamber	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
05	Dir.(Personnel) Chamber	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
06	Dir.(Finance),Chamber	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
07	Director (M&S), Chamber	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
08	CVO Meeting Room	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
09	1 st Floor Meeting Room	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
10	3 rd Floor Meeting Room	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
11	5 th Floor Meeting Room	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal
12	6 th Floor large meeting Room	01	Coal India Ltd. HQ, New Town, AA-I, Kolkata-700156, West Bengal

13	Eastern Coalfields Ltd HQ.	01	Eastern Coalfields Ltd HQ. Sanctoria, Dishergarh-713333 West Bengal
14	Bharat Coking Coal Ltd,	01	Bharat Coking Coal Ltd, Koyla Bhawan, Dhanbad, Jharkhand-826005
15	Central Coalfields Ltd,	01	Central Coalfields Ltd, Darbhanga House, Ranchi, Jharkhand-834001
16	Central Mine Planning Design Institute Ltd,	01	Central Mine Planning Design Institute Ltd, Ranchi, Jharkhand-834001
17	Mahanadi Coalfields Limited,	01	Mahanadi Coalfields Limited, Jagriti Vihar, Sambalpur, Orissa-768020
18	Western Coalfields Limited,	01	Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur, Maharashtra-440001
19	Northern Coalfields Limited,	01	Northern Coalfields Limited, Singrauli, Dist- Sidhi Madhya Pradesh-486889
20	South Eastern Coalfields Limited,	01	South Eastern Coalfields Limited, Bilaspur, Chhattisgarh-495006
21	CIL Delhi Office,	01	CIL Delhi Office, Scope Complex, Core-6, 6 th floor, New Delhi-110003
22	Secretary Coal Chamber	01	Ministry of Coal, Shastri Bhawan, New Delhi-110001
23	Ministry of Coal Conference Room (307-A)	01	Ministry of Coal, Shastri Bhawan, New Delhi-110001



MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.**1. Name of the Party :** _____**2. Address of the Party:** _____

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.			
(9 Digits 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)			
RTGS 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 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 shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge 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 us.

Place :

Date:

Signature of the Party / 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)

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

.....

Re: Bank Guarantee in respect of Contract No..... Dated..... Between
 (Name of the company) and (Name of the
 Contractor)

WHEREAS

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

The Bank do hereby irrevocably guarantees and 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 contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur 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 without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing 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.

The Bank further agree 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.

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.

The Bank further agrees with the company 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.

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 or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be 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 details of outstation Bank issuing the Bank Guarantee are as below.

Complete Postal Address with PIN Code-

Branch Code-

IFSC Code –

SWIFT –

Telephone No. –

Fax No. –

Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

Complete Postal Address with PIN Code-

Branch Code-

IFSC Code –

SWIFT –

Telephone No. –

Fax No. –

Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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 minimum one year or 90 days beyond the date of completion whichever is more.

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

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.

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Format of Contract agreement

This agreement, made the _____ day of _____ 20...between _____
 _____ (name and address of the Employer) (hereinafter called "the Employer" and
 _____ (name and address of the Contractor) (hereinafter
 called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute
 _____ (name and identification number of Contract) (hereinafter called "the Works") 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 agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby convenants 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 Agreement , viz. :
 (i) Letter of Acceptance/Work Order ;
 (ii) Complete RFP
 (iii) Bill of Quantities
 (v) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

For Coal India Limited

Name :

Designation :

Name of Company :

Witnesses:

Name :

Designation :

Name of Company : **Coal India Limited**

Name :

Designation :

Name of Company : **Coal India Limited**

For the Contractor

Name :

Designation :

Name of Company :

Witnesses:

Name :

Designation :

Name of Company :

Name :

Designation :

Name of Company :

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