



# वेस्टर्न कोलफील्ड्स लिमिटेड Western Coalfields Limited

(मिनीरत्न कंपनी) (A Miniratna Company)

(कोल इंडिया लि. की अनुषंगी कंपनी)/ (A Subsidiary of Coal India Limited)

पंजीकृत कार्या.: कोयला विहार, सिविल लाइन्स, नागपुर (महाराष्ट्र) - 440001

Regd. Off. : Coal Estate, Civil Lines, Nagpur (MS) – 440001

## EOI Document

for

**Supply, Installation, Commissioning and CAMC of various IT Initiatives i.e. Centralised CCTV Surveillance System along with Network Infrastructure (Radio/OFC), RFID Based Access Control system at check posts and RF ID based Weighment Integration for human intervention less weighment system etc.**

### EXPRESSION OF INTEREST (EOI)

#### Introduction:

(a) Western Coalfields Limited (WCL) is one of the eight Subsidiary Companies of Coal India Limited (CIL) which is under administrative control of Ministry of Coal. The Company incorporated under the Companies Act, 1956 has its registered office at Coal Estate, Civil Lines, Nagpur-440001. WCL has been conferred "Miniratna" status on 15th March'2007. It has mining operation spread over the states of Maharashtra (in Nagpur, Chandrapur & Yavatmal Districts) and Madhya Pradesh (in Betul and Chhindawara Districts).

(b) WCL has implemented various IT Initiatives based measures in its operational areas/mines i.e. GPS/GPRS based vehicles tracking system, Integrated Centralised CCTV Surveillance system, Integrated RFID based Access Control systems, Integrated RFID based weighment integration etc. to avoid any coal pilferage / theft.

(c) The very purpose of above IT measures is to monitor and track all vehicles entering and exiting the WCL authorised areas/mines and to track and monitor the coal transportation from various sources (mines/stocks) to destinations (sidings etc.) to avoid any intermittent coal pilferage / theft of coal from mines or during transportation.

**Objective of EOI:**

(a) As the exiting IT infrastructure (as mentioned above) is going to be obsolete on completion of its life span, WCL intends to re-establish new robust, upgraded, Interlinked and having cutting edge technology IT infrastructure across command area of WCL which will include Centralised CCTV Surveillance System along with Network Infrastructure (RF/OFC), RFID Based Access Control systems at check posts and RF ID based Weighment systems for human intervention less weighment system etc.

(b) The objective of EOI is for finalisation of Technical specification, scope of supplies, terms and condition for the planned tender by Western Coalfields Limited for Design, Supply, Installation, Commissioning and CAMC of various IT initiatives. i.e. Centralised CCTV Surveillance system along with Network Infrastructure(Radio/OFC), RFID based access control system at check posts and RFID based weighment integration for human intervention less weighment system etc. and its integrated command control centre.

(c) All prospective bidders are requested to go through the broad technical requirement of WCL as per the enclosure and submit the technical solution with the best technology for the same to finalise the proposed technical solution and preparation of RFP/Tender document by WCL.

The prospective bidders should submit their proposed technical solution to the Office of GM (E&T), WCL HQ, Civil Lines, Nagpur by email at [gntelecom@coalindia.in](mailto:gntelecom@coalindia.in).

**Important Dates**

The EoI Participants are requested to note that dates mentioned in the schedule of events WCL reserves rights to modify these dates at any time.

Sl. No.	Event	Timeline
(i)	Publication of Expression of Interest (EOI)	30.09.2022
(ii)	Last Date and Time for Submission of EOI	21.10.2022, 5:00 PM (IST)
(iii)	Date and Time for opening of submission of EOI	21.10.2022, 5:30 PM (IST)
(iv)	Discussion with Prospective Bidders/System Integrators/Service Providers	02.11.2022, 11:00 AM (IST)

**EoI Pre-qualification Criteria:**

- I. The Applicant should be registered under the Companies Act, 1956 should have registered offices in India.
- II. The Applicant shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the EoI Self-declaration government notarized copy is required.
- III. The Applicant must have valid GST registration as applicable.
- IV. **Proveness Criteria:** The bidder must be Manufacturer / authorized dealer/ system integrator & they shall have experience in following work categories:
  - (1) System automation, Networking through Radios and Fibre Optic Cables and
  - (2) RFID and Boom Barrier based access control system for vehicle, or
  - (3) VMS based CCTV system monitoring with camera analytics

The Applicant must have in its name or proportionate share as a member of JV/ Consortium, experience of having successfully executed similar works during last 7 years to mining industry and /or to other industries (private or Govt./Public Sector Undertakings- Indigenous or Global) and performed satisfactorily for a period of not less than one year from the date of commissioning, ending last day of month previous to the one in which bid application are invited

- V. **RELAXATION OF NORMS FOR STARTUPS & MSEs** in Public procurement regarding prior experience –Prior turnover criteria: Startup’s and MSE bidders are exempted from previous supply experience but they have to submit relevant works / factory license from the competent authority and /or other documents indicated below in support of their claim for being a technically capable MSE or start up. The relaxation policy is elaborated as under and the bidders who seek exemption under this policy have to submit the relevant documents.

**1. Submission of EoI response:**

EoI Response format:

The Prospective Bidder should submit response to the EoI with the following information:

- a) The covering letter on the Official Letter Head
- b) Completion of projects of prescribed nature and size (Annexure-1)
- c) Profile of EoI participants (Annexure-2)
- d) Proposed solution with Methodology to be followed, Solution Architecture, Functional Architecture, proposed and Implementation Plan as per the objective and scope of work of EOI.
- e) Documents pertaining to Proposed solution with Methodology is to be followed by Solution Architecture, Functional Architecture, proposed and Implementation Plan.
- f) Budgetary estimate with detailed Bill of Material as per the offered solution shall also be submitted along with the supporting documentary evidence.

**2. Terms and conditions of Bidding Firms**

The EoI Participants should accept all the terms and conditions given in the EoI Document. EoI Participants must state categorically whether or not the offer conforms to requirement specifications and schedule of requirements and indicate deviations.

- (i) The eligible and interested vendors may send detailed response with EOI.
- (ii) Any EOI received by WCL Office after the deadline of submission of EOI will not be considered. In the event of the specified date and time of the EOI, being declared a holiday for WCL Office, the EOI will be received up to the appointed time on the next full working day. Extension of submission date and time will be at the sole discretion of WCL.
- (iii) Response to the EOI from the respondents should be submitted in a sealed envelope, superscribed with the words EXPRESSION OF INTEREST FOR CCTV surveillance system, RFID based access control system. Respondents should provide one (1) hard copy and one (1) electronic (soft) copy of the response.
- (iv) All information contained herein and the enclosures are confidential information. By accepting this material the recipient agrees that the information will be held in confidence and will not be reproduced, disclosed or used in whole or in part without prior permission of WCL.

(v) During evaluation and finalization of the EoI, WCL may, at its discretion, ask the Prospective Bidder/ Service Provider for any clarification on its EOI. The request for clarification and the response shall be through e-mail followed by letter in writing.

(vi) Notwithstanding anything contained in any of the clauses in this EOI, WCL reserves its right to accept or reject any EOI, and to annul each or all the EOI processes and reject all the EOI at any time prior to issuing the RFP without thereby incurring any liability to the affected Prospective Bidder/ System Integrator / Service Provider, or any obligation to inform the affected vendor or vendors of the grounds for WCL action.

(vii) Any assumptions made by the Bidder in response of this request for EOI will be their own risk and cost. WCL will not be liable for any such assumptions / representations made by the Vendors.

(viii) Site Survey: The bidder is advised to conduct physical survey and feasibility study of all the sites for assessing the requirement and appraise themselves fully of the site condition before submitting their solution. The prospectus bidder shall carry out site survey at their own cost.

### **3. Clarifications**

If deemed necessary, WCL may seek clarifications on any aspect from the participating agency. WCL will ask the EoI Participants to make a presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the prospective bidders.

### **4. Presentation of solution:**

(i) The detail and in-depth presentation of the solution proposed in EoI will be done as such the prospective bidder should provide an extensive solution understanding of the project. The presentation should contain all the points mentioned in the proposed solution. The presentations may be used in the EoI to select the best of available solution(s) for the WCL project.

(ii) Indicative functionalities are provided in the document, WCL may seek technical clarification from any vendor during the solution understanding or presentation stage.

(iii) The information submitted in the response to the EoI may be subjected to public release (As per RTI norms). Vendors responding to this notice assume the risk of public disclosure if confidential information is included.

(iv) The EoI does not constitute a commitment to offer of a Contract or prospective contract. WCL shall not be liable for any cost incurred by any potential vendor / service provider in preparation and submission of information in response to this EOI.

**5. Broad Scope of Work:**

a. The selected Bidders / Systems Integrator (SI) shall have the overall responsibility to supply, install, commission, and maintain the entire System for WCL. Bidder will have to maintain the implemented system for a period of five (5) years after completion of one year warranty from the date of successful Go-Live/commissioning of the project.

b. Once selected and awarded with the project the bidder / system integrator will do the followings as part of their contract terms and conditions. Brief scope of work of the implementation agency is to implement the following surveillance/security, monitoring solutions:

1. Design, Supply, Installation, Commissioning & Maintenance of CCTV Cameras having video analytics based on edge technology along with required NVRs/ Storage devices at various vulnerable location i.e Check Posts/Mine-Entry-Exit--Points, Weighbridges, Railway Sidings, Coal Stocks, Coal Siding, Mine viewpoints, Magazines etc. across WCL.
2. Design, Supply, Installation and commissioning of RFID & Boom Barrier based access control system at various Entry & Exit Check posts across WCL. The proposed solution should have the provisioning of local registration and local authentication at check posts during the network failure with suitable software and hardware and provisioning of display of vehicle numbers with authentication of RFID Tags at check posts.
3. Design, Supply, Installation and Commissioning & Maintenance of RFID based system and its integration with Weighbridges.
4. Design and establishment of dedicated RF/OFC (OFC length around 250 KM) based backbone Network Infrastructure (including supply of all hardware components) for integration of all CCTV cameras, RFID based Boom-Barriers and RFID based system at weigh bridges and other IT infrastructure components included in this contract with command control centre at Area AHQs.
5. Establishment of Integrated command control centre (including supply of all hardware & software components) at all Area HQ & WCL HQ for monitoring and effective functioning of Centralised CCTV surveillance system and RFID based access systems at check posts, road weighbridges and other locations.
6. Provisioning of suitable software for viewing of live, history feed of CCTV cameras, Network Management software for monitoring of breakdowns, uptime, downtime etc. of CCTV cameras and necessary Video analytics tools and generation of alarms based on it.

7. Integration of all RFID based system (i.e. installed at check posts, weighbridges etc.) through requisite latest software's for tracking and monitoring of vehicles in WCL areas.
8. The bidder shall also provide solution for Geo-Tagging of all the systems and using the same for mapping-based (including roads/ coalmines/approach areas/weighbridges/ surrounding areas) dashboards for monitoring of the various systems and tracking of various objects through various systems shall also be provided.
9. Provision of Suitable software and its support (24X7) and maintenance (web based and mobile applications) for registration, authorisation to vehicles, event loggings, restriction imposition, user-based accesses to application having different modules, generation of various customised MIS reports, alerts against exceptions on real time basis based on RFID logs and weighment details as per the requirement of WCL on as and when required basis during entire CAMC period. Any further modification and upgradation during entire period of CAMC without any cost to WCL.
10. Provision for user-based response on various exception/alerts with time stamping.
11. Provisioning of SMS gateway for sending various notifications/alerts for various alerts generated on real time basis through CCTV surveillances/various other RFID based systems.
12. Design, develop, deploy and maintain an Integrated Command & Control Centre (ICCC) platform. This will include developing standardised user specific application for remote monitoring and decision support system including dashboards, control/commands for CCTV surveillance, Boom barriers, Access Control system, GPS based Vehicle Tracking System, RFID based weighment system.
13. Provisioning of adequate manpower during entire contract period for maintenance of all the system and maintain uptime as per the Service Level Agreement.
14. Provisioning of Network Management software for monitoring of breakdowns, uptime, downtime etc. for all the network devices.
15. The eligible bidder shall also work as a System Integrator for all the components considered and supplied as part of project.
16. The products/equipment proposed/offered should be rugged and proven for 24x7 working in dusty environment of coal mines.
17. The proposed solution including hardware and software for the RFID based boom barrier system, CCTV system and Network connectivity should have standards of RFID/Boom barrier system implemented at NHAI corridors.
18. The offered solution should have the capacity to add-on the components if any new requirement(s) come during the contract period without any additional cost to WCL.

19. It shall be the responsibility of the eligible bidders that solution shall have capacity to integrate with other third-party application i.e. GPS based VTS systems etc. such requirement(s) come during the contract period without any additional cost to WCL.
20. It shall be the responsibility of the eligible bidders to integrate the CCTV with its analytics with Control Command Centre at WCL HQ.
21. The offered solution shall have capacity to integrate with existing ERP system of WCL.
22. It shall be the responsibility of the eligible bidders to provide solution for E - Waste Management solution for disposal/scraping/reuse of existing IT infrastructure.

### **Existing IT Infrastructure of WCL:**

The details of existing IT initiatives/systems already in place are mentioned below. The Prospective bidders/System Integrators shall consider and examine this data while proposing the solution:

Sl. No.	Item Description	Make & Model	Unit	Total Quantity
1	GPS sets	-	No.	570
2	GPRS Charges	-	No	570
3	GIS Map for All Areas	-	No.	11
4	Server for AHQ of Areas	Make:- Dell Model: Poweredge	No.	10
5	8 Bays Network Attached Storage	Make: HP Model: DL80GEN9	No.	11
6	Application Server 1 no, DB Server 1 no, Proxy Server 1 no. for WCL HQ with 2 nos of UTM Device & 42 U Server / Network Rack	Make:- Dell Model:- Poweredge	set	1
7	Work Station	Make:- Dell Model:-7910 CTO base	No.	11
8	24 U Server / Network Rack	Make: Valrack	No.	10
9	NVR 64 Channel with VMS	Make:- Honeywell Model:- HUS-XACT100P-E	set	10
10	Fixed IP Cameras	Make:-Honeywell Model:- HICC-P-2100X	No.	432
11	PCs with 18.50 Inch TFT Monitor	Make:- Dell Model:- OptiPlex 9020	No.	164



12	RF ID Reader	Make:- ID Tek Model : ZK RFID 102	No.	316
13	Boom Barrier	Make:- Magnetic Model:- MHMT Microdrive	No.	100
14	Traffic Signal with poles		No.	200
15	5 mtr pole for RF ID Reader		No.	316
16	VTS web application software		No.	11
17	RF ID application software		No.	11
18	NMS for IP Radios	Make: Radwin Model: RW-9941-2024	No.	11
19	Supply of point-to-point radios	Make:- Radwin Model:-RW-2450-0200	No.	96
20	Supply of point to multipoint radios	Make:- Radwin Model:-RW-5200-4258	No.	48
21	CPE Radios	Make:- Radwin Model: RW-5525-4C58		295
22	Supply of UPS online 5 KVA 2 hrs backup	Make:- Tritronics Model:- TT5K	No.	11
23	Supply of UPS online 2 KVA 2 hrs backup	Make:- Tritronics Model:- TT2K	No.	342
24	RF Surge Arrestor & Ethernet Surge P		No.	439
25	Surge Protection Device		No.	353
26	Class 1 earthing for tower / lightening arrestor		No.	353
27	Tower: 51 mtrs		No.	10
28	Tower: 30/42 mtrs		No.	48
29	Pole mounting 5/10/15 Mtrs		No.	295
30	Industrial Managed Layer 3, 24 ports Gb Switch	Make:- Dynalog	No.	22
31	6 U Network Rack	Make: Valrack	No.	343

32	Industrial Managed Layer 3, 12 ports Gb Switch	Make:- Dynalog	No.	343
33	55-inch Display units	Make: LG Model: 55SM5KB	No.	22
34	A3 Color Laser Printer	Make: Cannon Model: LBP5970	No.	11
35	Anti-Virus Software for PCs & Work stations	Make: Quickheal	No.	175
36	Weighbridge integration		No	139

- (i) The integrated systems (based on above mentioned hardware) currently working at WCL command areas and proposed to be replaced with new technical solution are as following:

Sl. No.	Systems	Qty.
1	RFID based Boom Barrier Access Control Systems at check post	100 nos.
2	CCTV Cameras at check posts and weighbridges	432 nos.
3	RFID based Weighbridges	116 nos.
4	Centralised Control rooms at All AHQs & WCL HQ	11 Locations
5	RF based IP radio Network infrastructure including PTPs, PTMPs and CPEs	354 locations

- (ii) In addition to above following systems which are recently installed and working which may also be integrated with proposed solution without any additional cost to WCL:

Sl. No.	Systems	Qty.
1	RFID based Boom Barrier Access Control Systems at check post	16 nos.
2	CCTV Cameras (PTZ, Fixed etc.) at check posts, weighbridges, magazines, stores, hospitals etc.	277 nos.
3	RFID based Weighbridges	17 nos.

- (iii) Supply Order / Work Order has been placed for following new system which shall come into operation in October 2022 and also be integrated with provided solution as and when required and same shall be responsibility of the bidder without any additional cost to WCL:

Sl. No.	Systems	Qty.
1	GPS-GPRS based vehicle tracking system(VTS)	3195 nos

**Note:**

- (a) In WCL presently IP Radio Network and MPLS VPN Network are being used for RFID applications at all road weighbridges and check posts for connectivity with central servers at Area HQs and WCL HQ.
- (b) The estimated quantity of the various system to be supplied, installed and commissioned through this project shall be around above quantity mentioned at (i), (ii) with about 20 % increase in total quantity. The prospective bidder has to provide network solution for integration of different system with AHQ wherein it is preferred for the OFC network connectivity between Sub Area to Mine office and all end locations i.e. check posts, Weighbridges, coal stocks etc. The connectivity between Sub Area to AHQ through RF based IP Radio network (if feasible through OFC).

**Present mode of operational flow of Transportation:**

1. In existing system each Truck will report to respective Sub Area Office / Mine Manager for getting an RFID Tag. The necessary information such as Truck Registration number, Consumer/transporter name, Permit details , address and other required details shall be recorded into the system and RFID Tag. The RFID tag then will be suitably affixed on each truck so that it should be retrievable later on by RFID Reader. Before entering the check post, Truck will cross the IR / Photo optical sensor zone and an intrusion will be detected and controller will send signal to the RF ID device and reader reads the RF ID Tag and verify and after getting authentication traffic signal shows green light and boom barrier which will normally remain open and Truck is allowed to enter the mine premises. If there is no Tag on the Truck and is entered, then IR Controller send command signal to the RF ID Reader to close the boom barrier and vehicle will be sent back. For this 4 nos of photo electric sensors are mounted on stand in pairs at both the sides of the road along with controller and application software. Now Truck will go to the weighbridges for Tare weight (weight of empty truck only) and RFID reader reads the RF ID Tag and verify and after getting authentication the vehicle no. is displayed automatically on Weighment software screen it will be logged in WB PC & central Server with date & time.
2. As the truck will approach the WB, IP based CCTV camera will take video recording which will be stored in WB PC as well as well as transmitted to NVR at AHQ for centralised storing. Vehicle will stop on the WB platform and RFID Reader will read the RFID Tag information. After completing identification process, a virtual chalan would pop up in the PC at the WB PC with the details of the vehicle and tare weight, a snapshot of the truck/vehicle shall be embedded on this virtual challan. The details of vehicle will be stored in the WB PC and Area Server. Now the truck shall proceed to

the loading area(s) of the mine(s). After getting loaded the truck/vehicle comes back again to the Weighbridge, where it is authenticated by the RFID reader. After authentication the truck now moves on the WB platform. The same virtual challan is popped up again in the WB PC, the gross weight is now recorded in the challan. The printout generated of the challan is handed over to the truck/vehicle driver.

3. Vehicle now proceeds towards the exit check post where it is again authenticated, after authentication the vehicle is allowed to move towards siding. At the siding also the Vehicle is authenticated by RFID reader, boom barriers opens and the vehicle moves on the WB platform. The gross weight of the vehicle/truck is recorded on the same virtual chalan. The gross weight of the truck/vehicle taken at the mine(s) WB and Siding(s) WB is cross checked and the difference in weight is recorded on the same virtual challan. The coal now is dumped at the dump-yard. The truck now comes back to the WB Platform, (after getting authenticated) the tare weight of the truck/vehicle is again recorded on the same virtual challan. Net weight of the coal (Gross Weight – Tare weight of the truck) should also be recorded in each virtual challan. If any discrepancies found, exceptional report will be generated.

There are two types vehicles running in mines, 1. Internal coal carrying vehicles and 2. Road sale Vehicles. The Internal coal carrying vehicles follows all three steps from the above steps and road sale vehicles only follows steps mentioned in point no. 1 & 2 as road sale vehicles do not unload at sidings.

### **Purchase Preference:**

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020

will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for 2 / 14 Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

**EMD & Security Deposit:**

1. **EMD %** : 2% of estimated cost.
2. **EMD Exemption** : The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
3. **e-Performance Bank Guarantee %** : 10% of estimated cost.
4. **e-Performance Bank Guarantee duration** : 75 months ( for the entire contract period of 1 year warranty + 5 year CAMC )

**Payment Terms:**

1. 100%; After completion of supply, installation, commissioning and testing of complete system on each Area wise (for total 10 Areas + HQ = 11 locations)
2. CAMC Payment terms: After completion of each quarter in a year subject to fulfilment of SLA terms and conditions & CAMC terms and conditions.

**LD Clause:** As per standard norms of GeM / CIL guidelines.

**Delivery Terms:**

- (i) Delivery of the items at consignee store shall be completed within 90 days from the date of issue of supply order.
- (ii) Completion of delivery shall be considered for 100% items supplied at consignee stores.
- (iii) Installation shall be completed within 180 days from the date of issue of supply order.
- (iv) Liquidated damages(LD) if any, shall be for delivery of 100% items only at consignee store and LD if any, shall be calculated from 90<sup>th</sup> day from the date of issue of supply order.

**Proveness Criteria:** The bidder must be Manufacturer / authorized dealer/ system integrator & they shall have experience in following work categories:

- (1) System automation, Networking through Radios and Fibre Optic Cables and
- (2) RFID and Boom Barrer based access control system for vehicle, or
- (3) VMS based CCTV system monitoring with camera analytics

The Applicant must have in its name or proportionate share as a member of JV/ Consortium, experience of having successfully executed similar works during last 7 years ending last day of month previous to the one in which bid application are invited should be either of the following:

3 similar completed work each consisting not less than amount equal to 40% of the estimated cost.

Or,

2 similar completed work each consisting not less than amount equal to 50% of the estimated cost.

Or,

1 similar completed work each consisting not less than amount equal to 80% of the estimated cost.

The applicant must submit the work order/supply order copies. In case the applicant is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of bidder. Such JV partners have to submit the necessary documents to establish the JV partnership.

IN CASE OF START-UP, MSME RELAXATION AS PER THE TENDER CONDITIONS SHALL BE APPLICABLE & BIDDER IN THIS CATEGORY SHALL COMPLY WITH ALL THE RULES AND SUBMIT THE REQUIRED DOCUMENTS.

**Other Commercial Terms:**

Bidders have to comply with and submit the following documents in bidding:

- (1) PROFORMA FOR EQUIPMENT AND QUALITY CONTROL (Annexure -3)
- (2) FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE(Annexure -4)
- (3) Performance Bank Guarantee Format(Annexure -5)
- (4) Pre-Contract Integrity Pact(Annexure -6)

During the bidding process other terms and conditions related MSE, MII etc. shall also be applicable as per the GeM provisions as the bid shall be published on GeM portal.

**Other General Terms & Conditions:**

- (i) Scope of Supply (Bid price to include all cost components): Supply, Installation, Commissioning, Testing, Configuration, Training.
- (ii) IT equipments shall be IPv6 ready from day one.
- (iii) Malicious Code Certificate: The seller should upload following certificate in the bid:- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :- (i) Inhibit the desires and designed function of the equipment. (ii) Cause physical damage to the user or equipment during the exploitation. (iii) Tap information resident or transient in the equipment/network. (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
- (iv) The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- (v)
  1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

- (vi) Wherever System Integrator(SI) are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- (vii) Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if: i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. iv) The Seller becomes bankrupt or goes into liquidation. v) The Seller makes a general assignment for the benefit of creditors. vi) A receiver is appointed for any substantial property owned by the Seller. vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- (viii) Certificates: The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

**Terms and Conditions of Comprehensive Annual Maintenance Contract (During 5 Years Period)**

1. Complete Comprehensive maintenance of all the equipments / parts (including repairs and replacement of spares & equipment's without any cost to WCL) supplied / installed including UPSs with batteries.
2. All types of breakdown calls are to be attended within 4 hours and rectified within another 6 hours on reporting the complaint by telephone / Fax / e-mail / SMS and you will furnish the 24 hr. helpline details.
3. Payment terms: The payment of the CAMC charges is payable on quarterly basis. The invoice shall be submitted for payment after duly certified by the E&T Executives of respective Areas of WCL, HQ.
4. Successful bidder shall maintain a joint record for fault report time to time against the emergency / service visits of the subject equipment, which shall be duly certified by concerned engineer indicating the nature of fault, date and time of report & date and time of rectification. One copy of joint visit must be submitted to the concerned Area engineer.



5. Maintenance holder shall ensure that during tenure of CAMC, any spares replaced by the maintenance holder shall be certified by the concerned WCL Executive and recorded in the WCL spare register.
6. Complete reports shall be submitted along with the bills for the period of claim on satisfactory completion of CAMC.
7. No hike in the CAMC rates during the tenure of the maintenance contract is entertained.
8. If any parts / spares / components are replaced, the old part so removed is the property of the maintenance contractor.
9. The maintenance contractor is responsible for the repairing of all defects including those caused on account of the normal wear and tear of equipment's.
10. Any damage caused to the equipment/system due to lightning and/or abnormal power supply has to be rectified/replaced/corrected by the bidder without any extra cost to WCL during warranty and CAMC period.
11. Penalty clause: In case of delay in rectification of the fault on the part of the maintenance holder, a penalty shall be imposed on pro-rata basis of the CAMC contract value. The period from the date and time of the fault is reported to the maintenance contractor over telephone / fax shall be counted including the holidays. The penalty amount shall be deducted from the subsequent bills of the maintenance contractor.
12. Penalty: As per SLA
13. Jurisdiction: All disputes that may arise in this contract shall be settled in the jurisdiction of Nagpur court only.

### **SERVICE LEVEL AGREEMENT**

The successful bidder should enter an SLA agreement with WCL and must ensure uptime of 95% availability of the IP-Cameras, IP-Radios network/OFC network, RFID-at-Weighbridges, RFID based Boom Barrier at Check Posts.

- (i) In case the required-up time is not maintained the bidder will be imposed penalty which shall be calculated as follows:

The penalty will be calculated as follows:

Total uptime shall be calculated on Prorata basis of CAMC charges for IP-Cameras, IP-Radios, RFID, Boom-Barriers, Servers on monthly basis as: -

(a)  $X = \frac{\text{Sum of total number of IP-Cameras} - \text{Sum of total number of IP-Cameras under breakdown}}{\text{Sum of total number of IP-Cameras}} \times 100$

$Y = \frac{\text{Sum of total number of IP-Radios} - \text{Sum of total number of IP-Cameras under breakdown}}{\text{Sum of total number of IP-Cameras}} \times 100$

$\frac{\text{Sum of total number of IP-Cameras, IP-Radios, RFID, Boom-Barriers, Servers} - \text{Sum of total number of IP-Cameras, IP-Radios, RFID, Boom-Barriers, Servers under breakdown}}{\text{Sum of total number of IP-Cameras, IP-Radios, RFID, Boom-Barriers, Servers}} \times 100$

- (ii) The deduction against penalty for the downtime will be made on prorata basis on the CAMC value of each year, for the corresponding quarter, during payment of submitted quarterly bills of CAMC.
- (iii) If the uptime in a month goes below 85%, WCL has the right to cancel the CAMC and revocation of performance bank guarantee.
- (iv) Complete Comprehensive maintenance of all the equipments / parts (including repair and replacement) and services as per scope of work.
- (v) The CAMC also includes operation of the system with onsite support for deployment of minimum one service engineer in each Area and minimum one service engineer at HQ,Nagpur.
- (vi) All types of breakdown calls are to be attended within 4 hours and rectified within another 6 hours on reporting the complaint by telephone / Fax / e-mail / SMS and you will furnish the 24 hr. helpline details.
- (vii) The payment for the CAMC charges shall be made on quarterly basis after completion of each quarter.
- (viii) Paying Authority: General Manager (Finance)/HOD, WCL HQ.
- (ix) Successful bidder shall maintain a joint record for fault report time to time against the emergency / service visits of the subject equipment, which shall be duly certified by concerned engineer indicating the nature of fault, date and time of report & date and time of rectification. One copy of joint visit must be submitted to the concerned engineer.
- (x) Successful bidder shall ensure that during tenure of service period, any spare replaced by the bidder shall be certified by WCL engineer and to be recorder in spare registered.
- (xi) Complete reports shall be submitted along with the bills for the period of claim on satisfactory completion of service period.
- (xii) No hike in the CAMC rates during the tenure of the contract period is entertained.
- (xiii) If any parts / spares / components is replaced, the old parts so removed is the property of the successful bidder.

- (xiv) Any damage caused to the equipment/system due to lightning and/or abnormal power supply has to be rectified/replaced/corrected by the bidder without any extra cost to WCL during warranty and CAMC period.
- (xv) The successful bidder is responsible for the repairing of defects caused on account of the normal wear and tear of the equipment.

**Service Exclusion:** Service do not cover the repair for damages, malfunctions or service failure caused by fire, theft, flood, earthquake, physical damages of equipments, riot.

**Timely Rectification of Defects:**

(i) In case of breakdown of any equipment in the CCTV Surveillance System, like Cameras, Switches, radios, cables, storage devices, workstations, displays, other accessories etc, the bidder has to attend the breakdown and ensure the restoration of the breakdown equipment within the stipulated time to ensure the guaranteed availability of the system.

(ii) However, if the bidder fails to restore the said equipment within 10 days, WCL shall have right to get the equipment restored departmentally or through any other agency. The equipment so restored shall continue to be under CAMC of the existing service provider till the end of the contract period. In such a case of restoration of the equipment departmentally or through any other agency, the cost of such restoration along with 10% handling charges shall be recovered from the running bills, performance security or any other dues of the service provider. If such amount is not directly recoverable from any dues of the bidder, then bidder shall reimburse to WCL for the due amount by any means within 30 days of such claims made by the WCL.

(iii) During CAMC period, if any equipment is to be taken outside the premises of WCL by bidder, the bidder shall replace the existing equipment with a spare working equipment of the same make and model or higher specification model of the same make, and configure it to work in the network seamlessly, so that there should not be less number of equipment ordered, installed and commissioned at any point during the warranty and CAMC period.

During the CAMC period, if any equipment is declared end of sale/end of life by the OEM, or the equipment is not available for any other reason, the successful bidder shall be allowed to replace the said equipment of higher specification of the same make, and configure it to work in the network seamlessly. The said

equipment shall be under CAMC by the service provider till the end of contract period at the same rates, terms and conditions as the previous equipment.

**(iv) Spare/s at Site:**

Minimum 10% spare cameras, switches, radios and power adapters (like PoE, Power Injectors etc. if part of the equipment) should be maintained by the bidder at site, at either of the following:

- (i) At the premises of WCL
- (ii) At the premises of bidder close to the site.

**Note:** For the option at 1 above, the subsidiary shall provide suitable storage space to the bidder. For the option at 2 above, WCL shall have the right to inspect and verify the quantity of spares available at the premises of bidder.

Interested Parties are invited to participate in the Expression of Interest meeting fixed at **4<sup>th</sup> Floor Conference Hall, WCL HQ, Coal Estate, Civil Lines, Nagpur- 440001**, for finalizing the technical requirement for Integrated Centralised CCTV Surveillance system, Integrated RFID based Access Control systems, Integrated RFID based weighment integration etc.

All interested bidders are requested to please go through the broad technical requirement of WCL as per the enclosure and prepare the technical solution document for the same.

The prospective parties should submit their technical solution to the Office of GM(E&T), WCL HQ, Civil Lines, Nagpur by email at [gmsystems@westerncoal.gov.in](mailto:gmsystems@westerncoal.gov.in) **on or before 21.10.2022** and are requested to come prepared for a discussion in the EOI Meeting to be held **on 02.11.2022 at 11:00 AM** to finalize the technical requirements to be used by WCL.

GENERAL MANAGER (E&T) - HOD

**Distribution:**

1. HoD (Systems), WCL, Nagpur : with a request to upload this EOI in the WCL website

## Annexure – I

	Project Name	
1	Implementation Agency / System Integrator /Service provider/ Manufacturer	
2	Customer's Name	
3	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved
4	Value of Project	
5	Did the project involve maintenance and operations	YES/NO
6	Completion certificate	YES/NO
7	Satisfactory Work In Progress (WIP) certificate in-case the project is not complete	YES/NO
8	Customer Contact Person's detail	
9	Name	
10	Designation	
11	E-mail	
12	Phone	
13	Fax	
14	Mailing Address	

**PROFILE OF EOI PARTICIPANTS**

Sl. No.	Particulars	Details to be furnished
I	Details of Bidder	
	Company Name	
	Address	Provide scope of the project, highlight Key Result Areas expected and achieved
	Telephone / FAX	
	E-mail & Website	YES/NO
II	Details of Authorised Person	YES/NO
	Name	YES/NO
	Address	
	Telephone	
	FAX	
	E-mail	
	Website	

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

(To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria)

Reference : Western Coalfields Ltd Hqrs \_\_\_ TenderNo. \_\_\_\_\_ Date \_\_\_\_\_ for supply of \_\_\_\_\_

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works  
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery  
(a) Normal  
(b) Maximum
10. Details of Quality Assurance Plan and Quality Control Infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control.  
(b) Skilled labour employed.  
(c) Unskilled labour employed  
(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against si nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

**FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE**

(On the Letter Head of Bidder)

**Format for self-certification of Performance**

(On the Letter Head of Bidder)

Tender No. ....

We certify that the items covered in the Purchase order(s)/ Rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract (s) and all the complaint(s)/Claims lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending.

Sl no	NIT Item Description	Offered product	Supply order issuing authority	Supply Order No.	Date of Supply Order (in DD/MM/YY YY format)	Rate Contract No with Date, if any	Qty	Date of Commissioning (in DD/MM/YYYY Y format)

[Note: In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases are to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be the responsibility of bidder and appropriate action will be taken by CIL/ subsidiary company if it is subsequently found to be misleading/ false/ forged.

However, WCL reserves the right to obtain the performance directly from the end user of the item/product.]

Name & Signature of bidder :  
 Designation :  
 (Seal of the Bidder) :



**Performance Bank Guarantee Format**

Re : Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no ..... dated..... between Western Coalfields Limited and ..... (Name of Supplier Company)

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 Western Coalfields Limited (Name of the Purchaser 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 condition 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.

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 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 Rs.....and interest are fully satisfied and the company certifies that the agreement regarding repayment of the said sum of Rs..... 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 / of 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) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

Dated this.....Day of.....20...

Place

Signature of the authorized person

For and on behalf of the Bank

## Pre-Contract Integrity Pact

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of bid submission, between on one hand, Coal India Limited/Subsidiary Cos. (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 Undersigned who is authorized to sign the bid (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 the tendered Stores/Equipment/Items/Goods 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 cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offense 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) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s)

/Contractor(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 India agents of foreign supplier shall be as per the provisions mentioned in the NIT.

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 of 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 offense 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 offense 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 month safter 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 Bidder/ Contractor)