

**साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड**

(कोल इंडिया लिमिटेड की एक अनुषंगी कंपनी)

(भारत सरकार का एक सार्वजनिक उपक्रम)

(मिनी रत्न कंपनी)CIN: U10102CT1985GOI003161

महाप्रबंधक (इलेक्ट्रॉनिक्स एवं दूरसंचार) / विभागाध्यक्ष

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पंजी कार्या: सीपतरोड, बिलासपुर (छ.ग.)-495006

**SOUTH EASTERN COALFIELDS LIMITED**

(A SECL Company of Coal India Ltd.)

(A Government of India Undertaking)

(A MINI RATNA COMPANY) CIN: U10102CT1985GOI003161

**GENERAL MANAGER (E&T)-HoD**

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पत्रांक: एसईसीएल / बीएसपी / ईएंडटी / रेलटेल / 2023/144

दिनांक: 10/03/2023

To

M/s. रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड,

पूर्वी क्षेत्र, कोलकाता,

पश्चिम बंगाल - 700 071

**Sub : Work order for " Availing 529 Nos. of MPLS VPN nodes at 16 command Areas of SECL located in CG and MP states for the period of five years.**

Ref : 1) Our Enquiry No. 421 dtd 18/07/2022.

2) Your offer No. 62100 dtd 25/07/2022.

Dear Sir,

With reference to above, SECL Management has accepted your said offer for executing the subject work for a total value of Rs. 186,19,19,257=00 (Rupees one hundred eighty six crores nineteen lakhs nineteen thousand two hundred fifty seven) only including GST @ 18% for the period of 05 years. The summary of bandwidth charges for the period of 05 years is given below.

S.N.	Bandwidth of MPLS VPN Nodes	Total number of MPLS VPN Nodes	Unit rate per annum (in Rs.) exclusive of taxes	Total rate per annum (in Rs.) exclusive of taxes	Total amount (in Rs.) for five year exclusive of taxes
(A)	(B)	(C)	(D)	(E)	(F)
1	550 Mbps	2	69,47,100.00	1,38,94,200.00	6,94,71,000.00
2	100 Mbps	1	47,57,353.08	47,57,353.08	2,37,86,765.40
3	40 Mbps	5	23,03,996.40	1,15,19,982.00	5,75,99,910.00
4	10 Mbps	96	10,26,000.00	9,84,96,000.00	49,24,80,000.00
5	6 Mbps	28	7,20,000.00	2,01,60,000.00	10,08,00,000.00
6	4 Mbps	103	5,40,000.00	5,56,20,000.00	27,81,00,000.00
7	2 Mbps	294	3,78,000.00	11,11,32,000.00	55,56,60,000.00
Sub total					1,57,78,97,675.40
Prevailing GST @18%					28,40,21,581.57
Grand Total					1,86,19,19,256.97
Rounded off					1,86,19,19,257.00

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दिनांक: 10/03/2023

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The details of Areawise nodes, bandwidth and its financial implication are indicated below.

**AREAWISE BREAKUP FOR RAILTEL'S MPLS VPN NETWORK FOR FIVE YEARS**

S.No	Name of Area	550 Mbps MPLS VPN	100 Mbps MPLS VPN	40 Mbps MPLS VPN	10 Mbps MPLS VPN	6 Mbps MPLS VPN	4 Mbps MPLS VPN	2 Mbps MPLS VPN	Yearly charges for each Area in Rs.	Five year charges for each Area in Rs.
1	Baikunthpur	0	0	0	7	1	7	8	1,47,06,000.00	7,35,30,000.00
2	Bhatgaon	0	0	0	10	3	9	26	2,71,08,000.00	13,55,40,000.00
3	Bisrampur	0	0	0	7	2	9	18	2,02,86,000.00	10,14,30,000.00
4	Chirimiri	0	0	0	6	0	7	18	1,67,40,000.00	8,37,00,000.00
5	Hasdeo	0	0	1	8	1	12	18	2,45,15,996.40	12,25,79,982.00
6	J & K	0	0	0	7	2	10	15	1,96,92,000.00	9,84,60,000.00
7	Johilla	0	0	0	6	0	7	31	2,16,54,000.00	10,82,70,000.00
8	Sohagpur	0	0	1	11	6	2	11	2,31,47,996.40	11,57,39,982.00
9	Dipka	0	0	0	3	2	4	27	1,68,84,000.00	8,44,20,000.00
10	Gevra	0	0	1	6	3	2	26	2,15,27,996.40	10,76,39,982.00
11	Excavation Workshop	0	0	1	0	0	0	0	23,03,996.40	1,15,19,982.00
12	Korba	0	0	0	10	2	18	32	3,35,16,000.00	16,75,80,000.00
13	Central Workshop	0	0	1	0	0	0	0	23,03,996.40	1,15,19,982.00
14	Central Stores	0	0	0	1	0	0	0	10,26,000.00	51,30,000.00
15	Kusmunda	0	0	0	2	2	3	34	1,79,64,000.00	8,98,20,000.00
16	Raigarh	0	0	0	12	4	8	29	3,04,74,000.00	15,23,70,000.00
17	SECL HQ	0	1	0	0	0	5	1	78,35,353.08	3,91,76,765.40
18	Data Centre	1	0	0	0	0	0	0	69,47,100.00	3,47,35,500.00
19	Data Recovery Centre	1	0	0	0	0	0	0	69,47,100.00	3,47,35,500.00
	<b>Sub total</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>96</b>	<b>28</b>	<b>103</b>	<b>294</b>	<b>31,55,79,535.08</b>	<b>1,57,78,97,675.40</b>
	GST @ 18%									<b>284021581.6</b>
	Total amount inclusive of GST									<b>1,86,19,19,256.97</b>
	Roundedoff to the nearest rupee									<b>1,86,19,19,257.00</b>

**01) CONTRACT PERIOD**

The Contract shall be effective for the period of five years from 22/12/2022 to 21/12/2027.

**02) TAXES AND DUTIES**

All duties, taxes [excluding GST and GST Compensation Cess] other levies, royalty, building and construction workers cess (as applicable in States) payable by Railtel.

However, such duties, taxes, levies etc. which is notified after the date of submission of Bid and/or any increase over the existing rate on the date of submission of bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities by Railtel.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from Railtel. The details of such duties, taxes and other levies along with rates shall be declared by the contractor.

The rates and prices quoted by Railtel shall be fixed for the duration of the entire contract period and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

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All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the above rates.

The company reserves the right to deduct/ withhold any amount toward taxes, levies, etc., and to deal with such amount in terms of the provisions of the statutory or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction.

**Goods and Service Tax (GST):** Payment of GST shall be as per prevailing Goods and Service Tax Act and Rules. Relevant provisions of GST whereby M/s. RAILTEL should upload the tax invoices/Debit Notes/Credit notes in GST portal, make payment of GST and the necessary returns under GST in time, to facilitate SECL to avail Input Tax Credit.

### 03) PAYMENT TERMS

- (a) The quarterly rental bills shall be raised at the end of each quarter and submitted in the Office of G.M(E&T), SECL along with the duly certified Network availability Reports by concerned officials which will be paid within 21 (twenty-one) days after receipt and acceptance of the same. During the period of contract, no interest is payable on any amount whatsoever to M/s Railtel.
- (b) The rental bills shall be raised in triplicate on quarterly basis as follows:
- i) The first quarterly rental bill shall be raised on successful installation, commissioning and acceptance of the work i.e. after commencement of the rental period and at the end of first quarter and shall be settled after adjusting liquidated damages as applicable within 21 (twenty-one) days after receipt and acceptance of the same.
  - ii) The subsequent quarterly bills shall be raised at the end of each quarter and shall be settled after deducting penalty, if any, within 21 (twenty-one) days after receipt and acceptance of the same.
  - iii) Last quarterly bill shall however be settled after end of the contract period after adjusting all outstanding dues.
  - iv) No interest is payable on any amount whatsoever to M/s Railtel.
  - v) M/s Railtel is required to enclose an undertaking on its letter head "This is to certify that we have not extended the similar services to any other Govt / Semi-Govt / PSU Organization at a rate lower than the rate at which the rental bill is raised" along with the bills raised during the contract period.
- (b) The company reserves the right to recover/ enforce recovery of any over payments detected after payment as a result of post payment audit or technical examination or by any other means.

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(d) Amount payable/ recoverable for any subsequent change in the GST on the contract will be made to/from Contractor after departmental verification of such changes of tax law issued by statutory authority.

(e) No Mobilization advance shall be paid to M/s Railtel.

**04) PAYING AUTHORITY: G.M (Finance), SECL HQ, Bilaspur.**

**05) PERFORMANCE SECURITY DEPOSIT**

M/s Railtel has submitted a security deposit of 3% of contract value (i.e. Rs.5,58,57,600=00) shall be initially valid for a period of 72 months from date of commencement of service and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract.

**06) FORCE MAJEURE CLAUSE**

If the execution of the Contract is delayed beyond the period stipulated in the Contract as a result of outbreak of hostilities, declaration of embargo or blockade, or fire, flood, acts of nature or any other contingency beyond M/s Railtel's control due to act of God, then SECL may allow such additional time by extending the delivery period as it considered to be justified by the circumstances of the case and its decision shall be final.

a) In case of M/s Railtel wants to resort to this clause, it needs send a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, SECL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, M/s.Railtel will not claim the extension for completion date for delayed period attributable to the causes of force majeure and neither SECL nor M/s Railtel shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually happened.

**07) PRICE FALL CLAUSE**

If the similar services are offered by M/s Railtel to any Government/ Semi-Government /PSU organization in India at a reduced rate during the contract period, the same shall be intimated by M/s Railtel to SECL and the reduced rate will be applicable for this contract as well. In the event of non-intimation by M/s. Railtel to this effect, suitable penal action may be considered against them.

**08) SUB-CONTRACT**

Sub-Contract will not be allowed in part or in whole under any circumstances. M/s Railtel will adhere to CVC guideline and will not pass on the awarded work to third party agency on back to back basis.

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## 09) RIGHT TO INFORMATION ACT

Any document/information submitted by M/s Railtel can be made public at appropriate stage, as per Right to information Act. 2005.

## 10) JURISDICTION

Any dispute arising out of this enquiry shall come under the sole jurisdiction of the District Court, Bilaspur (Chhattisgarh State, INDIA).

## 11) TECHNICAL SPECIFICATIONS FOR MPLS VPN NODES.

- i. Full (1:1) Symmetric Bandwidth without any compression factor through single mode Optical Fibre cable and Radio equipments wherever OFC is not feasible.
- ii. For all links, M/s. Railtel shall ensure that:
  - a. Bandwidth: 100% un-contended bandwidth
  - b. Monthly Packet Loss:  $\leq 0.1\%$
  - c. Site to DC/DR Latency:  $\leq 100$  ms
- iii. Obtaining any license / route permissions from Govt. or other agencies required for providing last mile connectivity shall be entirely the responsibility of M/s.Railtel
- iv. All the software, hardware, infrastructures & MPLS VPN services should be compatible with IPv4 as well as IPv6.
- v. The Network Management System (NMS) shall be of industry standard with licensed version and should offer intelligent, discovery of network devices to create topology and have the provision to view the details of the network.
- vi. The NMS should intelligently detect the problems and analyse fault conditions and report the development before the failure of entire network.
- vii. The service provider should have a system of auto alert generation in case of failure of any MPLS VPN Network link through call logging, SMS Alerts via SMS / e-mail to the network administrator and other responsible Area E&T Managers of SECL.
- viii. The NMS should be able to capture network and system logs and store them for a period of minimum three months.
- ix. M/s. Railtel should maintain 24 x 7 help desk for facilitating lodging network related complaints through different modes of communication.
- x. Online UPS at each location should have at least 04 hours of battery backup.
- xi. The network Management System (NMS) should provide the following facilities on 24 X 7 basis:
  - a. Proactive monitoring network status.
  - b. Fault diagnosis and display of alarms.
  - c. Available bandwidth and data traffic density,
  - d. Support for SNMP.
  - e. Provide appropriate and adequate reports for monitoring and management of the entire MPLS network for each location.

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xii. UTM/Firewall/Security device features: -

- a. The UTM/Firewall/Security devices shall be deployed at all the 16 SECL command Areas as well as SECL headquarter in High availability (HA mode).
- b. The UTM/Firewall shall have the licenses for at least IPS, Gateway level Anti-virus/Anti- Malware/ Anti- Bot, IPsec during entire contract period.
- c. The UTM/ Firewall shall be capable of integrating primary and secondary links with load sharing/ load balancing, failover mode.
- d. Upgradation of UTM/ Firewall is required to be done by M/s. RailTel from time to time as and when required and the same needs to be informed to the respective Area E&T In-charge.

**12) SERVICE LEVEL AGREEMENT (SLA):**

i) M/s. RailTel is required to ensure 99.9% link availability at SECL HQ and 99.5% for all other links as mentioned in the table for the contracted bandwidth on monthly basis. Percentage of link availability shall be maintained separately for each node covered under the contract in advance.

**ii) PENALTY CHARGE:**

a) During contract period the rental charges payable, after adjusting penalty if any, shall be computed every month as follows:

M/s. RailTel is required to ensure the availability as per SLA for the contracted bandwidth on monthly basis separately for each network link covered under the contract. In case, the monthly availability falls below the availability as per SLA for a link, 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 bandwidth availability and penalty will be done separately for each link on monthly basis as follows:

$$\text{Availability} = \frac{(\text{Total no of hours in month} - \text{Total outage hours in month})}{(\text{Total no of hours in month})} \times 100$$

M/s. RailTel shall give uptime guarantee of 99.9% of link availability at SECL HQ and 99.5% for all other links. In case availability falls below the said level for the respective link, a penalty shall be imposed for that link as indicated in the table given below.

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Uptime (Availability in %) for DC, DRC, SECL HQ.	Penalty (%) of total monthly payment of respective link	Uptime (Availability in %) for other location SECL HQ.	Penalty (%) of total monthly payment of respective link
(1)	(2)	(3)	(4)
>=99.9	0	>= 99.5	0
>= 99.4 and < 99.9	5	>= 99 and < 99.5	5
>= 98.9 and < 99.4	10	>= 98.5 and < 99	10
>= 98.4 and < 98.9	15	>= 98 and < 98.5	15
>= 97.9 and < 98.4	20	>= 97.5 and < 98	20
>= 97.4 and < 97.9	25	>= 97 and < 97.5	25
>= 96.9 and < 97.4	30	>= 96.5 and < 97	30
>= 96.4 and < 96.9	35	>= 96 and < 96.5	35
>= 95.9 and < 96.4	40	>= 95.5 and < 96	40
>= 95.4 and < 95.9	45	>= 95 and < 95.5	50
>= 95 and < 95.4	50	-----	-----
Less than 95%	No Payment	Less than 95%	No Payment

Further, link availability for any location during any month is less than 95%, SECL will not make any payment for the month for that Link. SECL has the right to terminate/surrender the link and to take the link from alternate vendor.

The network availability computation sheet for the individual node within various Areas / SECL HQ will be duly certified by the concerned officials is to be furnished along with the bills.

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

b) If Railtel personnel deployed at NOC as mentioned above are not found available on site, then Rs.1000/- per man shift per day (considering 3 man shifts in a day) shall be deducted from the quarterly bill pertaining to respective quarter.

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It shall be the responsibility of M/s. RailTel for maintenance / replacement of each and every spares / components including Battery in case of UPS, for entire rental period. If the faulty UPS in any case is not attended and restored within 96 hours, penalty @ 10% of the monthly rental bills against the MPLS-VPN link for that respective location shall be deducted.

**13) TECHNICAL TERMS & CONDITIONS FOR MPLS-VPN IN SECL.**

- i) M/s. RailTel shall set-up, establish, maintain reliable MPLS-VPN network links with required guaranteed bandwidth falling within SECL command Areas as well as with DC/ DRC using MPLS-VPN service and the required guaranteed bandwidth for the respective nodes.
- ii) The number of links are indicative, and the actual number of links may increase or decrease as per the requirement of SECL. The actual number of links will be decided by the GM(E&T)/HoD(E&T) SECL.
- iii) M/s. RailTel shall ensure 99.9% availability of MPLS link at SECL HQ and 99.5% for all other links with guaranteed bandwidth for 24x7 working.
- iv) M/s. RailTel shall provide suitable UTM / Firewall with licenses and other hardwares like MUX/Router/L-2 or L-3 Switches/etc. required to integrate the primary of M/s. Railtel with the Secondary network of M/s. BSNL.
- v) M/s. RailTel shall establish a control room (NOC) at SECL HQ with necessary hardware, software, tools & tackles, spare parts, other devices etc. M/s. RailTel shall post dedicated onsite key personnel in adequate numbers round the clock (24x7 basis) for ensuring guaranteed availability of service during the entire contract period. Personnel so deployed should have required professional knowledge and experience to operate such NOC and network. A list of such persons shall be provided by M/s. RailTel before commencement of the contract. The room for this purpose with AC power supply & necessary lighting shall be provided by SECL free of cost. Suitable air conditioning equipment, UPS and furniture, as and where required shall be arranged by the M/s. RailTel at no additional cost.
- vi) M/s. RailTel should also ensure the deployment of adequate technical persons at strategic locations of SECL command Ares to quickly attend any breakdown and resolve within the specified time as per SLA.
- vii) M/s. RailTel shall make necessary arrangement at the Control Room / NOC for lodging the complaints by Areas. M/s. RailTel shall ensure a single point of contact with escalation matrix for all the complaints of SECL. It shall be the responsibility of M/s. RailTel to mobilize their technical team and back end support for restoration of the break down of MPLS nodes.
- viii) M/s. RailTel shall provide suitable Network Management Software (NMS) along with the following computer hardware as mentioned below.
  - a. Required no. of network devices with licensed copy of OS, Software/ NMS, Antivirus/sandbox shall be provided at each location. M/s. RailTel shall ensure redundant NMS server either in premises or on cloud.

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- b. Minimum one Laptop and one color printer to be kept at NOC by M/s. Railtel.
- c. M/s. RailTel shall provide 75 inch LED display to monitor the MPLS link status.
- ix) M/s. RailTel shall provide steel racks of suitable size for housing the networking devices / hardware at each location (including control room) covered under the contract. The racks must have AC power assembly, cooling fan, LIU/Patch panel / jack panel with Cable Manager (wherever & whichever necessary) etc. as per requirement.
- x) M/s. RailTel shall maintain all items of hardware, software, networking devices, monitoring devices, cables, etc. used in the network set-up during the entire contract period to ensure guaranteed bandwidth availability.
- xi) All active and passive network components / devices used for setting up MPLS-VPN network shall be of reputed / industry standard make to maintain the SLA.
- xii) M/s. RailTel will ensure that the active components like UTM or Router installed at all network locations preferably should be of same make to ensure compatibility, i.e. for example all UTM's are of same make.
- xiii) M/s. RailTel shall carry-out all jobs related with supply, installation including all cabling work and commissioning of the network links.
- xiv) M/s. RailTel shall ensure proper earthing at each network location and necessary online UPS for providing uninterrupted and stable power to the networking devices supplied and installed by M/s. RailTel.
- xv) M/s. RailTel shall ensure adequate protection of the equipment by installing surge arrestors to protect the network devices from lightning at each location. It shall be the responsibility of M/s. RailTel to replace/ repair the equipment / devices if damaged by lightning/surge voltage in spite of the protection.
- xvi) M/s. RailTel shall arrange for shifting of (MAXIMUM of 5% of total links in respective SECL in one year) of the existing links and the associated equipment from one location to another, wherever technically feasible, free of cost if required during the contract period. In case of the shifting, M/s. RailTel shall ensure to re-commission the link at new location within reasonable time. However, no rental shall be payable against the link from the date of dismantling till re-commissioning of the link.
- xvii) M/s. RailTel is required to establish additional links as per the requirement of SECL during the contract period at the same rate and terms & conditions. The additional links, if ordered will have to be installed within reasonable time but not more than two months from date of confirmation.
- xviii) Any permission required from State / Central Govt. / statutory bodies for execution of the work would be the responsibility of the M/s. RailTel. No extra amount would be payable for this.
- xix) M/s. RailTel shall maintain sufficient inventory of the spares / critical items for ensuring network availability and resolving the fault within stipulated time period.
- xx) The hardware / software and infrastructure not covered in the scope of work but required for installation / improving the performance of MPLS-VPN network shall be considered in the scope of M/s. Railtel.
- xxi) M/s. RailTel shall provide well established network security setup for preventing intrusion in the MPLS-VPN network.

- xxii) The monthly rental charges should cover comprehensive maintenance services, updation & upgradation of all equipment, hardware and software including UPS batteries, all networking devices, earth-pits for electrical earth and lightning arresters, Network Maintenance Software, etc. and will cover repairs and replacement of defective parts to keep the network links in proper working order. It shall be the responsibility of M/s. RailTel to maintain cleanliness of equipment at each location & NOC.
- xxiii) M/s.RailTel shall provide suitable rated (KVA) on line UPS with SMF battery for providing minimum 04 hours of backup time during power failure.
- xxiv) It will make necessary arrangement in their end equipment to integrate & configure the secondary BSNL link in active-active mode. The port status of secondary link connected at M/s. RailTel equipment shall also be monitored by M/s. RailTel at their NOC.
- xxv) All the links should preferably be established using Optical Fibre Cable (OFC) up to last mile. M/s.Railtel shall ensure last mile OFC for links of 10 Mbps and above. In case of 2 / 4 Mbps links, last mile connectivity shall be preferably over OFC, however, if OFC is not feasible, the link may be established through RF/ Satellite / alternate reliable media to ensure the availability as per SLA.

**14) GENERAL TERMS & CONDITIONS:**

- i) All users from the remote locations will be accessing DC and DR for ERP application, in case of increase in the number of users and applications during the contract period, the number of links and bandwidth, provided initially may require enhancement. Hence M/s. RailTel shall provide additional links as per requirement of SECL with the same rate and terms and conditions of the contract.
- ii) M/s. RailTel shall make their own arrangement for transportation of men and material during installation as well as for attending the breakdown calls.
- iii) At each locations SECL will provide raw AC power supply free of cost. However, after the specified battery backup period (i.e. 04 hrs) if raw power is not restored / not available at any location, M/s. RailTel shall not be liable to any penalty for interruption in MPLS links.
- iv) Inspection: GM (E&T), /HoD (E&T), SECL or his authorized representative shall undertake the inspection of the offered services to check whether it is in conformity with the Technical Specifications. The inspection / testing shall include the verification of the documents, manuals, equipment, operating systems, application software etc. as per the details submitted by M/s. RailTel.
- v) In case of establishing any new link for SECL in that case M/s. RailTel shall ensure that all the hardware & components provided are brand new, no refurbished/old equipment shall be used.
- vi) Engineer in Charge: GM (E&T), /HoD, SECL

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vii) **Conclusion of Contract.** On successful completion of the contract period and clearance of all relevant dues (if any), it shall be the obligatory on part of M/s RailTel to take back the equipment provided at each locations at their own cost & risk with prior intimation to Engineer In-charge, SECL.

viii) **Training**

- a. M/s. RailTel shall provide necessary on-site training to the designated technicians, line-men, and nodal officers at all user locations for checking network link availability and complaint lodging etc.
- b. M/s. RailTel shall arrange a workshop / training program for a period of 4-5 days initially for the designated E&T to provide necessary technical details of the MPLS-VPN network established by M/s. RailTel and to provide them hands-on training for configuration of the various network devices, bandwidth monitoring tools & tackles etc.

You are requested to sign the agreement in Rs.500 non-judicial stamp paper and Integrity pact as per the format attached at Annexure -A & B respectively.

**You are also requested to submit your acceptance of the work order.**

**BG DETAILS :** M/s. Railtel has submitted BG vide No. 34060IGL0000523 dtd 01/02/2023 from UBI for Rs.5,58,57,600=00 which is 3% of contract value.

**BC DETIALS**

BC/SECL HQ/R/TELEPHONE/INTERNET/22-23/3895 For Rs: 5849741/- dtd 21.02.2023  
BC/SECL HQ/R/TELEPHONE/INTERNET/23-24/18 For Rs: 21351553/- dtd 21.02.2023  
BC/SECL HQ/R/TELEPHONE/INTERNET/24-25/11 For Rs: 21351553/- dtd 21.02.2023  
BC/SECL HQ/R/TELEPHONE/INTERNET/25-26/02 For Rs: 21351553/- dtd 21.02.2023  
BC/SECL HQ/R/TELEPHONE/INTERNET/26-27/01 For Rs: 21351553/- dtd 21.02.2023  
BC/SECL HQ/R/TELEPHONE/INTERNET/27-28/01 For Rs: 15501813/- dtd 21.02.2023

भवदीय

*SK Shrivastava*  
10/03/2023

महाप्रबंधक (ई एंड टी)

एसईसीएल बिलासपुर

Copy to :

- 1) The TS to CMD/DT(O)/DT(P&P)/D(F), SECL
- 2) The Company secretary, SECL
- 3) The CVO, SECL
- 4) General Manager, All Areas of SECL
- 5) The G.M(Finance), SECL HQ
- 6) General Manager (E&M)/S.O (E&M), All Areas of SECL
- 7) Area E&T Incharge- All Areas of SECL

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**AGREEMENT FORM**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200...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 ;
- (ii) Notice to proceed with the work ;
- (iii) Contractor's Bid
- (iv) Conditions of Contract
- (v) Specifications
- (vi) Drawings
- (vii) Bill of Quantities and
- (viii) Scope of work and conditions of Contract
- (ix) Integrity Pact

(x) Any other document listed in the bid document/ Contract as forming part of the contract

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## AGREEMENT FORM

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

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of : \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of : \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor

Signature of Witness  
(Name , address & Date)

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## PRE-CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

### Section 1 – Commitments of the Principal

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

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

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- 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.
  - 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.
  - The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - 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)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.*
  - 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.
  - Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

- (1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s) / Contractor(s)".
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

### Section 4 - Compensation for Damages

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

### Section 5 - Previous transgression

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

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mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

#### Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.  
He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this

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

- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

#### Section 9 - Pact Duration

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

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

#### Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

#### Section 11- Facilitation of Investigation

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

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Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal)  
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)



