


Expression of Interest
July 2018

	DEPARTMENT OF MINES AND GEOLOGY, JHARKHAND
	<i>Third Floor, Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand- 834002, Tele-Fax. - 0651-2491607</i>
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Government of Jharkhand

Expression of Interest for Empanelment of Vendors to Enlist Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand

Cost of document: INR Five Thousand only (Rs. 5,000/- Non-Refundable) per Expression of Interest (Eoi) application towards the cost of Eoi document.

Note: - The applicant shall deposit the document fee of Rs 5,000/- (Rupee Five Thousand) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand.

<http://portal.jharkhandminerals.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>).

The receipt of online payment of document fee should be included in the application.

SD/-
Director Mines

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Disclaimer

All information contained in this Expression of Interest (Eol) Document is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this Eol Document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Applicants are required to make their own enquiries and assumptions wherever required.

Department of Mines and Geology (DMG) reserves the right to reject any or all of the proposals submitted in response to this Eol Document at any stage without assigning any reasons whatsoever. DMG also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Eol Document response. DMG reserves the right to change/ modify/ amend any or all of the provisions of this Eol Document. Such changes would be posted on DMG's website.

Neither DMG nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Eol Document, any matter deemed to form part of this Eol Document, the award of the Assignment, the information and any other information supplied by or on behalf of DMG or their employees and applicant or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of the Eol Document process is confidential to DMG and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

1 About Department of Mines and Geology

Jharkhand is a blessed land with the natural gift of immense mineral potential and other natural resources. The state stretches over 79,714 square kilometer geographical areas with 29.61% forest area and owns about 40% of total mineral resources of India. The State occupies 1st position in coal reserve, 2nd position in iron ore reserve, 3rd position in Copper ore reserve, 7th position in Bauxite reserve and is the sole producer of prime coking coal. Limestone, Dolomite, Manganese, Mica, China Clay, Graphite, Soapstone, Fire Clay, Coal Bed Methane, Uranium, Phosphorite, Apatite, Quartz, Feldspar, Gold and Pyroxenite are other important minerals available in huge quantity in the state.

Department of Mines and Geology (DMG) is one of the important departments of the Government of Jharkhand. It is the administrative department of the Directorate of Mines and the Directorate of Geology. The main functions and activities of the Department are-

- a) Systematic survey and assessment of the mineral deposits of the State
- b) Exploitation, administration of mines and mineral concession
- c) Enforcement measures for prevention of illegal mining and smuggling of minerals
- d) Assessment and collection of mining revenue

The Department strives for sustainable development of mineral resources in a scientific and eco- friendly manner in order to create a conducive environment for industrial growth in the state.

JHARKHAND INTEGRATED MINES AND MINERALS MANAGEMENT SYSTEM (JIMMS)

JIMMS is an Information Technology (IT) based system which enables DMG to facilitate and regulate the mining activities in faster, transparent and digital mode. The solution facilitates the end user to maintain mining clearance, online application and issue of Mineral Transit Permit, Transit Challans, no dues clearance certificate, registration of mineral carriers and validation from Transport department for issuance of mineral carrier certificate. The consignor can only transport the permitted quantity of Mineral to the destination. After loading, the mineral carrier at source, it will check at the Govt. weigh bridge en route and at the railway siding to the destination point. Various Checks and measures has been taken into consideration for smooth operation of Mineral Transport.

The software application has capacity to complete the cycle of mineral production and dispatch for all transactions along with provision for cancellation of any certificates issued by the authority. The software application also provides for an online issue of Dealer License in the State and registration of the Mineral Transporter.

The online challan system has capacity for auto capturing the gross weight of mineral loaded truck at the mines weigh bridge as the Mines Weighbridges are the point of origin for material dispatch, and at the time of loading of materials, system generates online transit passes.

2 Objective and Scope of Work

2.1 Project Description

DMG wants to implement GPS based Vehicle Tracking System (VTS) for mineral transporting vehicles in the state for bringing efficiency to logistics and prevent illegal mining. For this purpose, installation of Vehicle Tracking Device (VTD) in all trucks registered for transportation of minerals in the state will be made mandatory. All such vehicles will be required to be suitably equipped with VTD procured by the vehicle owners from the vendors that will be empaneled by DMG. The fitment of VTD on mineral transporting vehicles will enable on-line, real-time monitoring of their movement and effective enforcement through a web based Vehicle Tracking Application Solution that is also proposed to be developed and deployed.

DMG is carrying out this empanelment process (“Empanelment Process”) with an objective to evaluate and enlist the VTD(s) meeting the prescribed criteria outlined in this document in response to the applications received in this behalf from the interested and eligible entities.

2.2 Project Objective

The basic objective of the Empanelment Process is to empanel vendors along with their enlisted VTD models meeting the prescribed criteria detailed in this Empanelment Process document. The empaneled vendors are expected to carry out its roles and responsibilities as mentioned in this document.

2.3 Scope of Work

Scope of work for the applicant is as follows:

- a) To ensure availability of the enlisted VTD devices fulfilling the pre-define criteria across the state for implementation of GPS based mechanism for tracking of Mineral Carrying Vehicles
- b) To provide protocol integration support to DMG or System Integrator selected by DMG, as required and towards this depute its team of competent personnel led by a designated single point of contact to interact with DMG. In case DMG requires Empaneled Vendor for any upgrades on firmware/ OTA changes, the same has to be provided without any charges.
- c) To ensure that the enlisted VTDs are integrated with the Vehicle Tracking Application, developed and maintained by DMG
- d) To comply with all applicable laws and sell (where applicable) only the enlisted VTDs to permit holders of the vehicles in compliance of the notifications from DMG.
- e) To ensure and procure that its dealers (where applicable) comply with all applicable laws and sell only the enlisted VTDs to permit holders of the vehicles in compliance of the notifications from DMG.

- f) To ensure proper supply, management and implementation of SIM card in the VTDs and ensuring proper configuration of the device to send data to DMG control center.
- g) To ensure maintenance of the out of order enlisted VTD units.

2.4 Roles and Responsibilities of key stakeholders

2.4.1 Role of DMG

- a) To finalize and empanel the VTD vendors meeting the prescribed criterion.
- b) To notify the minimum specifications of the on-board devices to be deployed in the Mineral Transportation Vehicles.
- c) To notify that government approved Vehicle Tracking Device (VTD) installed on mineral transporting vehicles and the VTD remain operational all the time in service and connected to the backend data center.
- d) To enter all required details in the system related to specified vehicles, transporter details, vehicle owner details, permitted area of operation, if any and to map all the required data.
- e) To ensure that the vehicle owners comply with the necessary conditions and discharge all their obligations as per and in accordance with the permit conditions
- f) To take prompt penal action against vehicle owners violating permit conditions related to the requirement of installation and maintenance of the VTD.
- g) To deploy personnel at the Control Centre, as may be decided by the Department.
- h) To establish a grievance redressal mechanism for the empaneled vendors, System Integrator and users of VTD. DMG may also take suo moto cognizance of such disputes and its decision will be final for all concerned parties.
- i) To deploy a requisition process management for VTD units for its requirement, supply and gap analysis management. The prospective users will requisition VTD units through JIMMS portal and the request will be auto-forwarded to all the empaneled vendors for supply. However, the users are free to procure enlisted VTD units from any empaneled vendor, as per its preference.

2.4.2 Role/ Obligations of Empaneled Vendor

Empaneled Vendor shall, at its own cost and expense, observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in the Empanelment Process document including the Terms and Conditions Governing Empanelment, the obligations set forth in this clause:

- a) The Empaneled Vendor shall submit to DMG all VTD(s) related documents, specifications, information, data sheets, brochure and the like together with the Application or upon request from DMG, in order for DMG to be able to process

the Application submitted by the Empaneled Vendor for enlistment of the VTD(s).

- b) The Empaneled Vendor shall pay required fee and charges as outlined in the Empanelment Process document and the Terms and Conditions Governing Empanelment. In the event any VTD is required to be re-processed for its compliance due to any change in design/component or any other reasons attributable to the Applicant, the Applicant shall, submit fresh application seeking enlistment of the VTD as per the then applicable terms and conditions
- c) The Empaneled Vendor whose VTDs have been enlisted shall ensure that such VTDs when sold are activated through the central control system of DMG as per the process set out by DMG. The Empaneled Vendor shall be provided a web based interface for the same. The Empaneled Vendor shall provide all necessary resources and infrastructure for carrying out the device activation immediately upon sale and installation of the VTD.
- d) The Empaneled Vendor shall ensure that its enlisted VTDs are compatible with vehicle tracking system application as provided by DMG.
- e) The Empaneled Vendor shall ensure that the device will have comprehensive warranty of at least three years.
- f) The Empaneled Vendor will set up sales & service center in Jharkhand and intimate the locations and other details with DMG.
- g) The SIM card charges and data charges are to be arranged by empaneled vendor initially for one year and recovered from vehicle owner/ operator.
- h) The Empaneled Vendor shall provide multiple pricing options based on AMC for the device, duration (1, 2, 3 years) and recurring costs (SIM card charges, data charges); and same is to be recovered from vehicle owner / operator for smooth functioning of the project. DMG may issue a format for publication of prices to be followed by the empanelled by the vendors.
- i) The Empaneled Vendor will ensure the availability of enlisted VTD at reasonable prices for mineral carrying vehicles across the State.
- j) The Empaneled Vendor will ensure supply of the enlisted VTD units on requisition in reasonable time and not more than 1 month in any case.

2.4.3 **Commercial arrangement between Applicants and permit holders**

- a) Any commercial or other arrangements between the Empaneled Vendor and the permit holders shall be as mutually agreed between them. The prices of the enlisted VTD(s) and all other terms and conditions including those related to warranty, AMC, nature and scope of free servicing during warranty period, VTD uptime and other performance and service related terms and conditions etc. shall be as mutually agreed by and between the Empaneled Vendor concerned and the permit holders. DMG shall have no role, responsibility and liability in relation to the same.
- b) The Empaneled Vendor shall be under obligation at all times to comply with Terms and Conditions Governing Empanelment and adherence to all aspects of fair trade practices in its dealing with the permit holders.

- c) In case the Empaneled Vendor is found to be in breach of any of the condition(s) of the Empanelment Process document or Terms and Conditions Governing Empanelment, at any stage during the Empanelment Period, the enlisting of its VTDs may be withdrawn and DMG may, in addition, consider debarring and blacklisting the Empaneled Vendor concerned for such period as deemed fit. Additionally, legal action, as per rules/laws, shall be initiated against the Empaneled Vendor.

3 Empanelment Process

3.1 Process

- a) Unless the enlistment of any VTD(s) model is revoked / cancelled by DMG in accordance with the Terms and Conditions Governing the Empanelment, the enlisting shall remain valid so long as such VTD model continues to comply with the requirements based on which the same was empaneled.
- b) The Terms and Conditions Governing the Empanelment are set out in Clause 6 and elsewhere in this document.
- c) The evaluation of Application for Empanelment would be carried out based on the prescribed evaluation criteria set by DMG for the duly completed applications. In case of incomplete Applications where DMG may require the Applicants to submit any missing/incomplete information/ documents.
- d) DMG reserves the right to change the Terms and Conditions Governing Empanelment at any point of time.

3.2 Submission of Applications seeking Empanelment

- a) An Applicant is required to submit statement of compliance of the VTD(s) with the minimum technical specifications as set out in Clause 7 along with prescribed test certifications.
- b) The Applicant is required to submit their Application in the form and manner prescribed in this document. The Applicant is also required to submit one VTDs of each of the models it desires to get empaneled together with their protocol and all other necessary documentation needed for integration. The VTD will not be returned to Applicant irrespective of the result of the assessment and evaluation of its Application and the same will be retained by DMG.
- c) All notices required and all other communications, clarification, documentation and proceedings which are in any way relevant to the Empanelment Process shall be in writing and in English language.
- d) Communication seeking any clarification regarding the process/ documentation should be addressed to the concerned officer as mentioned in Section 5.3.

4 Preparation of response to Expression of Interest

4.1 Cost Incurred for Document Preparation

The Applicant shall be responsible for and shall bear all costs and expenses associated with the preparation of its Application and its participation in the Empanelment Process. It is clarified that neither DMG shall be responsible or in any way liable for such costs and expenses regardless of the conduct or outcome of the Empanelment Process.

4.2 Document Cost

EoI document can be downloaded from DMG's website freely. However, the applicant shall deposit the document fee of Rs. 5,000/- (Rupee Five Thousands) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand. (<http://portal.jharkhandminerals.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>).

For each additional VTD model being submitted for enlistment, where applicable, the Applicant shall submit an additional cost of application document @ Rs. 5,000/- (Rupees Five Thousands) per additional VTD model by way of online payment in the aforesaid manner.

The receipt of online payment of the document fee shall be included in the application.

The cost of application document paid to DMG shall be non- refundable. An Application not accompanied by the aforesaid payment shall be considered as non-responsive and the same would be liable for rejection.

5 Application Details

5.1 Contents of the Application

An Application needs to be accompanied by the VTD for which enlistment is being sought. Any failure by the Applicant to comply with any of the requirements as mentioned in this document would make their Application liable for rejection and the VTD submitted would not be considered for enlisting by DMG.

5.1.1 VTDs

- a) An Applicant is required to submit one unit of VTD of each of the models that it desires to get empanelment together with their protocol and all other necessary documentation needed for integration as per Annexure 5.
- b) The VTD being submitted must meet the minimum technical specifications outlined in Clause 7.
- c) Both soft copy (in CD/ DVD) and hard copy of the protocol as defined in Annexure 5 and all other necessary documentation for each of the VTD model is required to be submitted together with the Application.
- d) The VTD submitted with the Application would not be returned to the Applicant irrespective of the outcome of the evaluation of the Application.

5.1.2 Details of documents to be submitted

Applicants are required to submit the following documents/information in their Application:

- a) Table of Contents listing documents and details submitted (with page referencing)
- b) Receipt of online payment against Document Cost
- c) Cover Letter as per the format provided in Annexure 1
- d) Documents/ details sought in Clause 7
- e) Documents/details sought in Annexure 5
- f) Power of Attorney for Signing of Application as per format provided in Annexure 3

Both soft copy (in CD/DVD) and hard copy of the above documents are required to be submitted.

5.2 Sealing and Marking of Applications

An Application needs to be submitted in a sealed envelope clearly bearing the following identification:

“Application for Empanelment”
Empanelment of Vendor to Enlist VTDs
for Mineral Transporting Vehicles in Jharkhand
“Submitted by Name, Address, E-Mail ID and Contact Phone No. of the Applicant”

5.3 Submission of Applications

The Application as per the requirements outlined in this document should reach us at the following address as per the timelines specified for submission in this document:

The Director Mines,
Department of Mines and Geology,
Third Floor, Yojana Bhawan,
Nepal House, Doranda, Ranchi, Jharkhand- 834002

The Application as per the requirements outlined in this document should reach us at the following address as per the timelines specified for submission in this document:

Communication seeking any clarification regarding the process/ documentation should be sent at jhr_mines@yahoo.co.in addressed to Director Mines with the subject line “Query Regarding EoI for Empanelment of the VTD Agencies” on or before the dates mentioned in the timeline

5.4 Evaluation of Applications

- a) The Applications found complete in all respects shall be evaluated and considered towards processing for empanelment of VTDs.
- b) DMG would issue a letter to the Applicant concerned, in respect of each of their VTD that DMG empanels hereunder in the form as set out in Annexure 2 (A), and the empaneled vendor shall submit the acceptance letter within 15 days of issuance of acceptance letter along with security deposit, in the form as set out in Annexure 2 (B). The details thereof would be published by DMG, as enlisted VTD, on its website. It is clarified that the Applicant can supply such enlisted VTDs to the permit holders of the Vehicles.
- c) DMG reserves the right to verify all statements, information and documents submitted by the Applicant along with their Application in response to this Empanelment Process document. Any failure of DMG to undertake such verification shall not relieve the Applicant of their obligations or liabilities here under to submit true and correct information nor will it affect any rights of DMG.
- d) If any information or documentation provided by an applicant is found to be false or misleading during the Empanelment process or during the Empanelment Period, such application would be liable for rejection and if the VTD has been enlisted, such enlisting would be liable for being cancelled/ withdrawn. Further, applicant may be

considered for blacklisting. Additionally, legal action, as per rules/laws, will be initiated.

- e) Decision of DMG regarding enlistment/ rejection of the VTDs submitted by Applicants seeking enlistment under this process shall be final and binding upon Applicants and no correspondence in this regard will be entertained by DMG.

5.5 Right to Accept and Reject Any or All Applications

Notwithstanding anything contained in this document, DMG reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all the Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. DMG reserves the right to reject any Application if:

- a) At any time, a material misrepresentation and /or concealment of any facts / materials is made or discovered, or
- b) The Applicant does not respond promptly and diligently to requests for supplementary information required for the evaluation of the Application and/or integration of their VTD submitted therewith, or
- c) If the Applicant engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices as defined in this document.

5.6 Timeline

The timelines for various activities and submissions shall be as provided below:

S No.	Description	Timeline
1.	Publication of Document	T _o
2.	Submission of Queries and Resolution	T _o + 10
3.	Start of Submission of Applications	T _o + 20
4	Last date by which the Application can be submitted	T _o + 25
5	List of Empaneled Vendors and enlisted VTDs ct).	T _o + 30

6 Eligibility of Applicants for Empanelment

- I. Applications are invited from manufacturers of VTDs meeting the following qualification criteria:
 - a. The Applicant shall be a company registered under the Indian Companies Act 1956.
 - b. The Applicant shall be an OEM of VTD, having either of the following:

In-house hardware design and device software with own manufacturing facilities for on – board VTD in India/ abroad for at least 6 months prior to the EoI Due Date.
 - OR
 - Its own hardware design and device software with an arrangement with a dedicated outsourced manufacturing facility established in India/ abroad for at least 6 months prior to the EoI Due Date
 - c. The Applicant shall be in existence for a period of not less than 3 years (From the date of application), as evidenced by its Certificate of Incorporation/ Certificate for Commencement of Business.
 - d. The Applicant must have manufactured and installed at least 5,000 VTD in last 3 years from the date of publication of the document.
- II. An Applicant can apply for enlistment of one or more models of VTD, provided that the VTD must meet the minimum technical specifications outlined in Clause 7 failing which they will not be processed for empanelment by DMG.

7 Minimum Technical Specifications

The VTD(s) being submitted for enlistment must comply with the minimum specifications outlined in Section I and Section II hereunder:

I. Minimum Specifications of the VTDs

The minimum specifications of the vehicle mounted VTDs are as follows:

a) Compliance by the Applicant against the minimum technical specification below needs to be submitted together with documentary evidence as listed against each parameter:

- The applicant should attach a certificate from any of the test agencies in Central Motor Vehicle Rules (CMVR) for testing related to automobiles, mentioned below covering all the points as per the requirement set out in Table 1 as applicable:
 - Automotive Research Association of India (ARAI)
 - International Centre for Automotive Technology (ICAT)
 - Central Institute of Road Technology (CIRT)
 - Vehicle Research & Development Establishment (VRDE)
 - or any DMG approved agency
- Component datasheet/ specification sheet from component manufacturer
- Checklist to be submitted by Applicant from any of the authorized labs

Certificate against the testing parameters below needs to be submitted by Applicant, over and above the same shall be subjected to demonstration by the Applicant and/or testing by DMG for validation.

Table 1: Specification/ Checklist Sheet

SI. No.	Specifications/ Checklist of VTDs	Validation Process	Compliance (Yes/ No)
1.	General Features		
1.1	GPS with any augmentation type Global Navigation Satellite System (Location, speed, heading, timestamp) data polling and sending frequency capability of less than or equal to 20 sec.	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer.	

1.2	Location on demand on GPRS/SMS	Test agency to verify based on demonstration by applicant along with supporting documentary evidence.	
1.3	Non-volatile memory to store min 5,000 positional log	Test agency to verify based on demonstration by applicant along with supporting documentary evidence.	
1.4	Configurable backup SMS facility in case of GPRS failure	Test agency to verify based on demonstration by applicant along with supporting documentary evidence.	
2	GPS Module Specifications		
2.1	Parallel GPS Receiver - 20-Channel or more	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer.	
2.2	<ul style="list-style-type: none"> • Acquisition sensitivity: equal to or better than (-)165 dBm • Tracking sensitivity equal to or better than (-)165 dBm • Hot start <= 5s • Warm start : <= 35s • Cold start <= 45 s 		
2.3	Accuracy of Less than 3 - 6 meter Positional Accuracy, 2DRMS (on ground) or 1 mtr-2.5 mtr CEP (on ground) with vertical accuracy +/- 5 mtr	Test agency to verify based on the demonstration by applicant along with supporting documentary evidence (datasheet).	
2.4	A-GPS (Capable of saving data when the AGPS is functional)	Test agency to verify based on self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer	

2.5	Location Accuracy	DMG will check the location accuracy for position.	
3	Communication Module/ Network Specifications		
3.1	<ul style="list-style-type: none"> In - Built Quad-band GPRS module/ Modem Multi Slot GPRS GPRS class 10 or above <p>*should comply to ETSI rel.1999.</p>	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer.	
3.2	<p>(a) The device should have provision for the M2M embedded SIM and additionally have support M2M Robust Plastic SIM (Only one type of SIM would be used in VTD at any given time)</p> <p>(b) to Survive the automotive operational requirement such as vibration, temperature and humidity and provide Long life span with</p> <ul style="list-style-type: none"> At least 10 years life. High stress memory support > 2Million E/W cycles per file, 	<p>Test agency to verify point (a) based on the demonstration by the Applicant.</p> <p>Test agency to verify based on the Component data sheet/ specification sheet from component manufacturer of the SIM for point (b).</p>	
3.4	<p>(a) Should support all – SMS, Voice, Data, GPRS, TCP/IP</p> <p>(b)with multi network switching and OTA network update.</p>	<p>Test agency to verify based on Component data sheet/ specification sheet from component manufacturer of the SIM for point (a)</p> <p>Test agency to verify point (b) based on the demonstration by the Applicant.</p>	

3.5	<p>Devices need to support at least 2 different network providers for GPRS connectivity. The device should try and shift between various service providers in case of GPRS failure.</p>	<p>Test agency to verify based on the Self- certification by applicant along with supporting documentary evidence with following (if applicable):</p> <ul style="list-style-type: none"> • Certificate from any mentioned test agencies • Component datasheet/ specification sheet from component manufacturer 	
4	Power Characteristics		
4.1	<ul style="list-style-type: none"> • Power Source – Vehicle Battery Input voltage range 4 – 32 volts • Battery backup of minimum of 4 hours @ 60 seconds Transmission 	To be tested by test agency.	
5	Environmental Variables Testing		

5.1	Temperature range ; -10° C to 75° C	<p>Testing</p> <p>High Temperature test: The test shall be carried out in accordance with Indian Standard IS: 9000 (Part 3/Sec 5). The device shall be subjected to the high temperature test conditions as per device specification of (+) 75°C.</p> <p>Cold Test: The test shall be carried out in accordance with Indian Standard (IS): 9000 (Part 2/Sec 4). The device shall be subjected to low temperature conditions as per device specification of (-) 10°C.</p> <p>Thermal Shock: The test shall be conducted as specified in IS: 9000 (Part XIV)- 1978 as per device specification temperature ranges (temperature ranges from -10°C /75°C)</p> <p>Salt Spray Test: The device shall be tested as per AIS: 012/ IS10250 as per test method in IS : 9000 (Part XI)-1983</p> <p>Dust, temperature, vibration and water resistant, Tamper proof:</p> <p>Shock Test: The shock test shall be performed as per IS10250/IS 9000-part 8.</p> <p>Vibration Test: The vibration test shall be performed as per IS 9000-part 8 with the severities as per IS 10250 clause 4.1.2.</p>	
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5.2	EMI /EMC	The device should meet the EMI/EMC requirements as per AIS 004 (Part 3) or equivalent	
5.3	Humidity Level: 5% to 95% non-condensing	To be tested by Test agency For humidity cycle in cl. No. 5.2 of IS:10250	
5.4	IP 67 rated or better.	To be tested by Test agency. The device will be tested for dust and water ingress according to IP 67	
6	Antennae		
6.1	Should have internal GPRS antenna	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer	
6.2	Should have internal GPS antenna		
7	Port/Sensors (External I/O)		
7.1	4 digital inputs	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer.	
7.2	2 digital outputs (for relays, sirens etc.)	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer	

7.3	1 analog inputs (For analog input like fuel, temperature etc.)	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer	
7.4	Ignition Sensing (Optional)	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer	
7.5	1 no RS232 port	Test agency to verify based on the self- certification by applicant along with supporting documentary evidence with component datasheet/ specification sheet from component manufacturer	
8	Geo-fencing		
8.1	Facility to update Geo-fence master in the device over the air	<ul style="list-style-type: none"> • Test agency to verify based demonstration. 	
9	Other Features		
9.1	Device should be capable of sending a packet to at least 2 different IP's.	<ul style="list-style-type: none"> • Test agency to verify based demonstration. 	
9.2	Over the Air Download of firmware as well as configuration parameters.	<ul style="list-style-type: none"> • Test agency to verify based demonstration. 	
9.3	Remote administration & firmware update over the air.	<ul style="list-style-type: none"> • Test agency to verify based demonstration. 	

9.4	Reverse Polarity Protection without Fuse	To be tested	
9.5	Test for Wiring Harness	To be tested as per IS 2465. Electrical Properties: The wiring harness used in the device should be tested for electrical properties as per AIS 028.	

Legend:

Yes: Feature is available in the VTD model submitted for Enlistment

No: Feature is not available in the VTD model submitted for Enlistment.

Note:

Please note that the above mentioned specifications may not be tested by DMG and the Application for empanelment including enlistment of VTD will be processed based on the representation by the Applicant. The correctness of submissions for all these specifications is solely the responsibility of the Applicant. DMG does not bear any responsibility on the authenticity of any result or correctness of specifications whatsoever.

II. Protocol Testing

The vehicle mounted VTD shall conform to the minimum protocols as set out below:

- a) The device should communicate with the server on TCP/IP protocol.
- b) The message string sent to server should be either in Hex/ASCII/BIN format.
- c) The message string should have a header to identify the type of message as below:

i. VTD Status Message

VTD Status message should include following fields:

Field	Description	Validation Process	Compliance
Start Character	\$		
Header	The header of the packet/ identifier		
Vendor ID	Vendor identification header		
Firmware Version	Version details of the Firmware used in EX.1.0.0		

Packet Type	Specify the packet type – NR = Normal EA = Emergency Alert (Optional) TA = Tamper Alert HP = Health Packet IN = Ignition On (Optional) IF = Ignition Off (Optional) BD=Battery Disconnect BR = Battery Reconnect BL = Battery Low TS = Trip Start TE = Trip End	To be demonstrated by manufacturer and to be tested.	
Packet Status	L=Live or H= History	To be demonstrated by manufacturer/supplier and to be tested.	
IMEI	Identified of the sending unit. 15 digit standard unique IMEI no.	To be demonstrated by manufacturer/supplier and to be tested.	
Vehicle Reg. No	Mapped vehicle registration number	To be demonstrated by manufacturer/supplier and to be tested.	
GPS Fix	1 = GPS fix OR 0 = GPS invalid	To be demonstrated by manufacturer/supplier and to be tested.	
Date	Date value as per GPS date time (ddmmyy)	To be demonstrated by manufacturer/supplier and to be tested.	
Time	Time value as per GPS date time in UTC format (hhmmss)	To be demonstrated by manufacturer/supplier and to be tested.	

Latitude	Latitude value in decimal degrees (with minimum 6 decimal places)	To be demonstrated by manufacturer/supplier and to be tested.	
Latitude Dir.	Latitude Direction. Example N=North, S= South	To be demonstrated by manufacturer/supplier and to be tested.	
Longitude	Longitude value in decimal degrees (with minimum 6 decimal places)	To be demonstrated by manufacturer/supplier and to be tested.	
Longitude Dir.	Longitude Direction. Example E=East, W= West	To be demonstrated by manufacturer/supplier and to be tested.	
Speed (Optional)	Speed in km/hr	To be demonstrated by manufacturer/supplier and to be tested.	
Heading	Course over ground in degrees	To be demonstrated by manufacturer/supplier and to be tested.	
No of Satellites	Number of satellites available for fix	To be demonstrated by manufacturer/supplier and to be tested.	
Altitude (Optional)	Altitude of the device in meters	To be demonstrated by manufacturer/supplier and to be tested.	
PDOP	Positional dilution of precision	To be demonstrated by manufacturer/supplier and to be tested.	

ODO (Optional)	Total Distance Travelled in Km (from activation of unit to till last packet)	To be demonstrated by manufacturer/supplier and to be tested.	
Network Operator Name	Name of Network Operator.	To be demonstrated by manufacturer/supplier and to be tested.	
Ignition (Optional)	1= Ign On , 0 = Ign Off	To be demonstrated by manufacturer/supplier and to be tested.	
Main Power Status (Optional)	0= Vehicle Battery Disconnected 1= Vehicle Battery Reconnected	To be demonstrated by manufacturer/supplier and to be tested.	
Emergency Status (Optional)	1 = On , 0 = Off	To be demonstrated by manufacturer/supplier and to be tested.	
Tamper Alert	C = Cover Closed, O = Cover Open	To be demonstrated by manufacturer/supplier and to be tested.	
GSM Signal Strength	Value Ranging from 0 – 31	To be demonstrated by manufacturer/supplier and to be tested.	
MCC	Mobile Country Code	To be demonstrated by manufacturer/supplier and to be tested.	
MNC	Mobile Network Code	To be demonstrated by manufacturer/supplier and to be tested.	

LAC	Location Area Code	To be demonstrated by manufacturer/supplier and to be tested.	
Cell ID	GSM Cell ID	To be demonstrated by manufacturer/supplier and to be tested.	
NMR (neighboring Cell ID)	Neighbouring 4 cell ID along with their LAC	To be demonstrated by manufacturer/supplier and to be tested.	
Digital Input Status	4 external digital input status (Status of Input 1 to Input 3 (0=Off; 1=On))	To be demonstrated by manufacturer/supplier and to be tested.	
Digital Output Status	2 external digital output status (0=Off; 1=On)	To be demonstrated by manufacturer/supplier and to be tested.	
Frame Number	Sequence Number of the messages (000001 to 999999)	To be demonstrated by manufacturer/supplier and to be tested.	
Checksum	Insures No error in transmission (optional)	To be demonstrated by manufacturer/supplier and to be tested.	
End Character	Indicated End of the frame	*	

The message composition is indicative; all messages must have the minimum fields as mentioned. The field can have different sequence, difference separator, and also the string can have more data than mentioned above, but should give at least the minimum specifications mentioned above.

However it would be preferred if device identification can come as the first field and subsequent fields can Tin any order.

ii. VTD Status Message Main Power disconnection alert (Optional)

This alert will be generated whenever the main battery is disconnected and this message will have header, time, date, position, Heading, VTD Valid/Invalid, number of VTD satellites and speed.

Legend:

Yes: Feature is available in the VTD model submitted for Enlistment

No: Feature is not available in the VTD model submitted for Enlistment

NOTE: The above validation list is for immediate reference of validation procedure. However, DMG reserves the right to ask third party certification for any or all of the parameters during anytime of the enlistment period.

iii. Alerts from Devices

The below table contains the listing of alerts that need to come from the tracking devices. These alerts are applicable for both live packets as well as the history packets

Field	Description	Validation Process	Compliance
Location Update	Default message coming from each device	To be demonstrated by manufacturer/ supplier and to be tested.	
Location Update (history)	Would be sent, if GPRS is not available at the time of sending the message	To be demonstrated by manufacturer/ supplier and to be tested.	
Alert – Disconnect from main battery*	If device is disconnected from vehicle battery and running on its internal battery	To be demonstrated by manufacturer/ supplier and to be tested.	
Alert – Connect back to main battery*	Indicate that vehicle is connected back to main battery	To be demonstrated by manufacturer/ supplier and to be tested.	
Alert – Ignition ON*	Indicates that Vehicle has started (ignition ON)	To be demonstrated by manufacturer/ supplier and to be tested.	
Alert – Ignition OFF*	Indicates that Vehicle has stopped (ignition OFF)	To be demonstrated by manufacturer/ supplier and to be tested.	

Alert – GPS box opened	Message would be generated indicating GPS box opened	To be demonstrated by manufacturer/ supplier and to be tested.	
Alert – Emergency state ON*	When any of the emergency button is pressed by any passenger. System should also provide location of emergency button	To be demonstrated by manufacturer/ supplier and to be tested.	
Alert – emergency state OFF	When emergency state of vehicle is removed	To be demonstrated by manufacturer/ supplier and to be tested.	

{* *Optional*}

Legend:

Yes: Feature is available in the VTD model submitted for Enlistment

No: Feature is not available in the VTD model submitted for Enlistment

8 Terms and conditions regarding empanelment

8.1 Validity of Empanelment

8.1.1 The empanelment of Vendor and enlistment of VTD model(s) would be carried out by DMG based on the submissions and representations made by the Applicant towards compliance with the requirements outlined in the Empanelment Process document.

8.1.2 The VTD enlistment by DMG would be valid for a particular VTD model and its specification (including the specification of its components) submitted by the Applicant along with its Application and would not be valid for any other VTD model or the same VTD model having specifications (including the specification of its components) different from the one which was empaneled by DMG.

8.1.3 In the event of there being any change in VTD model or specification (including the specification of its components) of the VTD, which has been enlisted by DMG, on account of any change in design/component or otherwise, the empanelment will no longer be valid and, the Empaneled Vendor will have to submit a fresh application as per the then applicable terms and conditions seeking fresh empanelment.

8.1.4 DMG reserves the right to extend the validity of enlistment to other class of vehicles or to remove the validity of enlistment from any class of vehicles, if it so desires. Empaneled Vendor shall have no objection or any claim to any such act of DMG and DMG shall not be liable for any such act.

8.1.5 The VTD enlistment shall be valid for all the following together as outlined in the letter issued by DMG:

VTD Model Number(s) Enlisted	
Name and Address of the Applicant	
Name of Manufacturer & its Registered Office Address	
Address of Manufacturing unit	
Name and Address of Dealers	
Enlistment valid for (vehicle types)	

8.2 Empanelment Period

Unless the empanelment of any vendor or enlistment of VTD model is revoked or cancelled by DMG, the enlistment of model shall remain valid so long as such model continues to comply with the requirements based on which the same was empaneled by DMG ("Empanelment Period")

8.3 Sale Volume of VTDs

8.3.1 DMG do not make any express or implied representations to the Empaneled Vendor as to the volume of business that any or all of the Empaneled Vendor may get.

8.3.2 By seeking to enlist their VTDs, the Empaneled Vendor shall be deemed to have made careful examination of all the relevant factors, nature of enterprise, the quantum of business and its likelihood. DMG shall not be liable for any omission or mistake or error or neglect by the Empaneled Vendor.

8.4 Monitoring & Audit

8.4.1 During the Empanelment Period, DMG shall have right, without being obliged, to monitor/ audit the enlisted VTD of the empaneled Vendor with a view to ascertain their continued compliance with the Terms and Conditions Governing Empanelment.

8.4.2 The Applicant of enlisted VTD shall be under obligation to provide all reasonable support, information like technical documentation, change of office/ dealers/sales/service center addresses (including addition and discontinuation of the same) etc. and extend other reasonable cooperation to DMG for them to effectively monitor its performance and compliance of the empaneled VTD during the Empanelment Period.

8.5 Revocation/ Cancellation of Empanelment

If as an outcome of any monitoring and/or audit conducted, or, as otherwise reasonably determined by DMG, the Vendor of enlisted VTD has failed to perform its obligations and/or has failed to comply with the Terms and Conditions Governing Empanelment in any material respect, DMG shall be within its rights to revoke and cancel, in its sole and absolute discretion, the enlistment of all the VTDs of the Vendor or the VTD that no longer complies with the requirements outlined in the Terms and Conditions Governing Empanelment.

Provided that prior to revocation/ cancellation of the Enlistment, DMG may, if it deems necessary, ask the Vendor to explain the reasons of its failure in complying with the Terms and Conditions Governing Empanelment and thereupon take any decision that DMG may consider appropriate.

8.6 Liability

The enlisting or empanelment under the Empanelment Process is not to be construed in any way as diminishing or substituting the mutual contractual responsibilities/ obligations between the Vendor and the permit holders purchasing the enlisted VTDs from them. DMG in no way guarantee the performance of or by the enlisted VTD(s) or its empaneled Vendor(s). The Vendor will be liable and responsible for performance of the enlisted VTD(s) supplied to the permit holders.

8.7 Continued Compliance of the Enlisted VTDs

8.7.1 At the end of a period of one year from the date of VTD enlistment letter issued by DMG to the Vendor, the Vendor shall submit a written undertaking to DMG stating the continued compliance of the VTD concerned as per the requirements of the Empanelment Process document accompanied by the supporting documents.

8.7.2 The Vendor shall be under an obligation to immediately inform in writing to DMG in the event of the following:

- a) Any of its enlisted VTD(s) no longer complies with the requirements of the Empanelment Process document based on which the VTD was enlisted; or
- b) Any of the component/module which was part of the VTD model at the time of grant of enlistment has been changed/alterd due to change in design; or
- c) There is any change in design of the VTD or any component thereof post the enlistment of the same; or
- d) Any other factors that would have the effect of changing the VTD design or any component thereof post its enlistment.

8.7.3 Based on the submissions made by the Vendor or otherwise reasonably determined by DMG, if the enlisted VTD does not continue to meet the prescribed criteria as per the requirements outlined in the Empanelment Process document, DMG shall be within its rights to revoke and cancel the enlistment of the VTD concerned.

8.7.4 In the event the Vendor or the concerned division of the Vendor is taken over /bought over by another company, the Vendor must ensure that company taking over or buying it complies with the Terms and Conditions Governing Empanelment in respect of all the enlisted VTDs.

8.8 Security Deposit

- 8.8.1 The Vendor shall maintain an initial security deposit in the format of Bank Guarantee as per Annexure- 4 of Rs 50,000/-(Rupees fifty thousand only) for each type of enlisted VTD model. Further (s)he shall also deposit another security deposit in the form of Bank Guarantee as per Annexure- 4 of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) alongwith the acceptance of empanelment letter as security for sale of first 1000 enlisted VTDs for its due and satisfactory fulfillment of the terms and conditions prescribed in the Terms and Conditions Governing Empanelment and the Empanelment Process document ("Security Deposit").

The Empaneled vendor will submit an additional security deposit of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) in advance for every additional 1000 enlisted VTDs to be sold.

- 8.8.2 The Security Deposit will be returned by DMG to the Vendor after expiry of the Empanelment Period subject to satisfactory performance of the Vendor during the Empanelment Period.

- 8.8.3 The Security Deposit shall be liable to be forfeited by DMG, in the following cases:

- a) If the Vendor fails to comply with Terms and Conditions Governing Empanelment or with the requirements of Empanelment Process document in any material respect; or
- b) If it is determined by DMG that the Vendor has provided any VTD other than its enlisted VTD; or
- c) If there are repeated complaints from the permit holders against the Vendor that the vendor is not complying with any Terms and Conditions Governing Empanelment or with the requirements of Empanelment Process document; or
- d) If any information or document furnished by the Empaneled Vendor turns out to be misleading or untrue in any material respect; or
- e) If the Empaneled Vendor fails to promptly inform DMG of any event that results in such vendor remaining no longer compliant with the eligibility requirements as per the Empanelment Process document; or

- f) If the Empaneled Vendor does not supply or maintains already sold VTD units as per the conditions of the Empanelment Process document; or
- g) If the Empanelment Vendor fails to perform as per the Scope of Work or fulfill its roles and responsibilities as mentioned in this document; or
- h) If the Empaneled Vendor engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice

8.9 Compliance with Applicable Laws

The Vendor of enlisted VTD shall be responsible to comply with all Applicable Laws.

8.10 Indemnity

- a) The Vendor agrees to indemnify and hold harmless DMG, their officers, directors, agents and the consultants from and against:
- b) All third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware and related services or any part thereof.
- c) All consequences and liabilities arising out of or in any way connected with the Applicant's negligence, fault, nuisance, breach and failure to perform its obligations under or pursuant to the Empanelment Process.
- d) Any accident, death, loss of property, damages suffered/caused, injury caused or suffered, or any other claim/s, suit/s or legal proceedings initiated by any person arising out of or in relation to the enlisted VTDs supplied or related services provided by the Empaneled Vendor.
- e) The use or misuse by or on behalf of the Empaneled Vendor of the trademark, symbol, logo, or icon DMG otherwise than in accordance with the Terms and Conditions Governing Empanelment.

8.11 Dispute Resolution

In case of any dispute of technical nature the decision of DMG shall be final and binding on the Vendor.

Subject to the preceding, any / all disputes arising out of or in any way relating to or concerning this Empanelment or the Empanelment Process shall be amicably and promptly settled between the parties. The parties agree that if the efforts of the parties to amicably resolve such differences or dispute(s) fail and no settlement is reached despite such efforts of the parties, then, except where the decision of certain person/ DMG has been made final and binding between the parties, the dispute shall be referred to the sole arbitration of the Secretary/ Commissioner, DMG or any other person appointed/ nominated by him in this regard. There will be no objection to any such appointment on the ground that the arbitrator so appointed is a Government servant or that (s)he has to deal with matters to which this empanelment pertains or that in the course of his duties as Government servant, (s)he has expressed views on all or any of the matters in dispute. The decision of the Arbitrator so appointed will be final and binding on both the parties. The venue of Arbitration shall be Ranchi and the proceedings shall be held in English under the Arbitration and Conciliation Act 1996.

8.12 Jurisdiction

Empanelment and the process of empanelment shall be governed by the laws of India and the Courts at Ranchi, Jharkhand shall have exclusive jurisdiction to adjudicate upon any/ all matter(s) arising from the empanelment or the process of empanelment.

8.13 Notice

Any notice or other communication to be given by a party to the other under, or in connection with the matters contemplated by or under the empanelment shall be in writing and shall be delivered by hand/ registered post/ courier/ e-mail at the notified address of the party concerned.

8.14 Prohibition of Assignment

The empanelment of Vendor and enlistment of VTD under this process is not assignable by the Vendor to any third party. If found doing so, it shall result in termination of empanelment of the vendor and enlistment of all its VTDs.

8.15 Language

All notices required and all other communications, documentation and proceedings which are in any way relevant to the Empanelment or the Empanelment Process shall be in writing and in English language.

8.16 Fraud and Corrupt Practices

8.16.1 The Vendor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding

anything to the contrary contained herein, DMG may (a) reject an Application, and/ or (b) cancel the VTD Enlistment, without being liable in any manner whatsoever to the Applicant if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during or in relation to the Empanelment Process.

8.16.2 Without prejudice to the rights of the DMG under this clause, if a Vendor is found by the DMG to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, DMG may black list such Vendor and in such event the Vendor shall not be eligible to participate in any tender or RFQ or Empanelment Process issued by or on behalf the DMG during the period specified by DMG in this behalf.

8.16.3 For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;
- c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Empanelment Process;
- d) "undesirable practice" means establishing contact with any person connected with or employed or engaged by the DMG with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in or pursuant to the Empanelment Process.

8.17 Waiver

8.17.1 Waiver by DMG of any default by the Vendor in the observance and performance of any provision of or obligations of or under the Empanelment Process or the Terms and Conditions Governing Empanelment:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this process;

- b) shall not be effective unless it is in writing and executed by a duly authorized representative of the DMG; and
- c) shall not affect the validity or enforceability of the Terms and Conditions Governing Empanelment in any manner.

8.17.2 Neither the failure by DMG to insist, on any occasion, upon the performance of the terms, conditions and provisions of this Empanelment Process or any obligation hereunder nor time or other indulgence granted by DMG to the Applicant shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

8.18 Severability

If for any reason whatever any provision of the Terms and Conditions Governing Empanelment is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and DMG would at its option either work out new provision to replace such invalid, unenforceable or illegal provision, as nearly as is practicable to such invalid, illegal or unenforceable provision or delete the invalid, illegal or unenforceable provisions and the rest of the terms and conditions shall continue to remain valid and enforceable.

8.19 Use of Trademark/ Logo of DMG

Vendor shall not use the DMG logo or any other trademark, symbol, logo, or icon on or in connection with the enlisted VTDs including those on its packaging, manuals, promotional and/or advertising materials, or for any other purpose without an express written permission from DMG.

8.20 Successors and Assigns

This arrangement shall be binding upon and inure to the benefit of DMG and the Applicant being the parties to this arrangement.

Annexure 1: Application Cover Letter

(On the Official Letter Head of the Applicant)

To,
The Director Mines,
Department of Mines and Geology,
Third Floor, Yojana Bhawan,
Nepal House, Doranda, Ranchi, Jharkhand- 834002

Sub: Enlistment of VTD for the Minerals Transporting Vehicles, Jharkhand

Sir,

We have reviewed and fully understood the requirements of the process for “Empanelment of Vendors to Enlist Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand” and are submitting our Application for enlistment of the following VTD(s) being manufactured by us together with the required details and other information as per the Empanelment Process document:

VTD Model Number(s) to be enlisted	
Manufactured By	
Manufactured at (address of manufacturing facility)	

In relation to our Application, you may also note the following:

- 1) Our Application is unconditional.
- 2) All information provided in the Application is true and correct.
- 3) We hereby declare that the VTD(s) being submitted for enlistment complies with the specifications as set out in the Empanelment Process document.
- 4) We shall make available to DMG any additional information that they may find necessary or require to clarify, supplement or authenticate the Application.
- 5) We acknowledge the right of DMG to reject our Application without assigning any reason.

Expression of Interest
July 2018

- 6) We understand that you may cancel the Empanelment Process at any time and that you are not bound to accept any Application that you may receive without incurring any liability to the Applicants.
- 7) We declare that we satisfy and meet the requirements as specified in the Empanelment Process document and are eligible to submit Application in accordance with the terms of the said Empanelment Process document.
- 8) We undertake that in case due to any change in facts or circumstances during the Empanelment Process, we are attracted by the provisions of disqualification; we shall intimate DMG of the same immediately.
- 9) We represent and confirm that neither we nor any of our promoters/directors are barred by DMG or Government of Jharkhand or blacklisted by any state government or central government/ department/ agency in India from participating in bids, as on the date of submission of this Application.
- 10) We undertake to open Sales/ Service centers in Jharkhand state by [Date] to facilitate the truck owners for fitting of Vehicle Tracking Devices in their vehicles and providing after sales services. We also undertake to intimate the details of such sales/ service centers to DMG.
- 11) We agree to keep and confirm that our Application is valid up to [minimum One Hundred and Eighty (180) days from the date of submission of Application].

Sincerely,

[Name and Designation of the Authorized Signatory]

[Signature of the Authorized Signatory]

[Contact address including phone, fax and E-mail]

Annexure 2: Format of Letters

A. Format of Empanelment Letter

To,
The Applicant

Date

Sub: Empanelment of Vendor to Enlist Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand

Sir,

This has reference to your Application seeking enlistment of your VTD(s) for the Mineral Transportation Vehicles in Jharkhand.

We have examined your Application and are pleased to inform that the following VTDs has been enlisted as per the details below:

VTD Model Number(s) Enlisted	
Name and Address of the Applicant	
Name of Manufacturer & its Registered Office Address	
Address of Manufacturing unit	
Name and Address of Dealers	
Enlistment valid for (Vehicle type)	

The aforesaid empanelment of the vendor and enlistment of the VTD model shall be governed by the terms and conditions as detailed in the Empanelment Process document [Eol No.....Dated.....] issued by DMG for the process.

[Director Mines]

[Signature of the Authorized Signatory]

[Contact address including phone, fax and E-mail]

Expression of Interest
July 2018

B. Format of Acceptance Letter

To, Date
The Director Mines,
Department of Mines and Geology,
Third Floor, Yojana Bhawan,
Nepal House, Doranda, Ranchi, Jharkhand- 834002

Sub: Acceptance for Empanelment of Enlisted Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand

Sir,

This has reference to your letter with subject "*Empanelment of Vendor to Enlist Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand*", We accept to be empaneled with enlisted VTD and agree to the terms and conditions as detailed in the Empanelment Process document [EoI No.....Dated.....] issued by DMG for the process.

In relation to our Acceptance, you may also note the following:

- 1) Our Acceptance is unconditional.
- 2) We undertake that in case due to any change in facts or circumstances during the Empanelment Period, we are attracted by the provisions of disqualification; and we shall intimate DMG of the same immediately.
- 3) We undertake to open Sales/ Service centers in Jharkhand state by [Date] to facilitate the truck owners for fitting of Vehicle Tracking Devices in their vehicles and providing after sales services. We also undertake to intimate the details of such sales/ service centers to DMG.

[Name and Designation of the Authorized Signatory]

[Signature of the Authorized Signatory]

[Contact address including phone, fax and E-mail]

Annexure 3: Format for Power of Attorney for Signing of Application

(On Non – judicial stamp paper or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application, in response to the Empanelment Process being conducted by DEPARTMENT OF MINES & GEOLOGY, Government of Jharkhand (“DMG”), seeking Empanelment of Vendor to Enlist Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand, including signing and submission of Application, all documents and providing information/ responses to DMG, representing us in all matters before DMG, and generally dealing with DMG in all matters in connection with our aforesaid Application.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

For

(Signature)

(Name, Title, Address and Date)

Accepted

(Signature)

(Name, Title, Address of the Attorney and Date)

Notes:

- a. To be executed by the Applicant.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

In case the Application is signed by an authorized Director of the Applicant, a registered copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure 4: Format for Security Deposit Bank Guarantee

(To be issued on Non Judicial Stamp Paper)

To,
The Director Mines,
Department of Mines and Geology,
Third Floor, Yojana Bhawan,
Nepal House, Doranda, Ranchi, Jharkhand- 834002

WHEREAS:

- A. DMG has invited Applications from the interested and eligible Applicant seeking Empanelment of Vendors to Enlist Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand and to perform associated services in respect of the mineral transporting vehicles (“Empanelment Process”).
- B. (“Applicant”) is desirous of getting itself empaneled through the Empanelment Process and has submitted Application in this behalf.
- C. Applicant, upon its empanelment would become an Empaneled Vendor (“Empaneled Vendor”), and, as an Empaneled Vendor, would be eligible to provide enlisted VTD and associated services in respect of the mineral transporting vehicles subject to the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document.
- D. Applicant has been notified that it has emerged as a successful Empaneled Vendor and prior to the issue of the Letter of Empanelment by DMG, it is required to submit a security deposit of [Rs. 50,000 (Rs. Fifty Thousand only) as initial security deposit] / [Rs. 2, 50,000 (Rupees Two Lakhs Fifty Thousand only) as security for its due and satisfactory fulfillment of the terms and conditions prescribed in the Empanelment Process document (“Security Deposit”) for 1000 VTD units to be sold. The security deposit will increase as security for every 1000 VTD (Rs. 2, 50,000/- (Rupees Two Lakhs Fifty Thousand only).]
- E. We, _____, through our branch at [address], Ranchi (the “Bank”) have agreed to furnish this Security Deposit upon request from the Applicant.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant’s obligations as Empaneled Vendor under and in accordance with the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document, and agrees and undertakes to pay to DMG, upon its mere first written demand, and without any demur, reservation, recourse,

contest or protest, and without any reference to the Empaneled Vendor, such sum or sums up to an aggregate sum of the Guarantee Amount as DMG shall claim, without DMG being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from DMG, under the hand of its authorized signatory, that the Empaneled Vendor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document shall be conclusive, final and binding on the Bank. The Bank further agrees that DMG shall be the sole judge as to whether the Certified Vendor is in default in due and faithful performance of its obligations under the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document and its decision that the Empaneled Vendor is in default shall be final and binding on the Bank, notwithstanding any differences between DMG and the Empaneled Vendor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Empaneled Vendor for any reason whatsoever.
3. In order to give effect to this Guarantee, DMG shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Empaneled Vendor and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for DMG to proceed against the Empaneled Vendor before presenting to the Bank its demand under this Guarantee.
5. DMG shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Empaneled Vendor contained in the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document or to postpone for any time, and from time to time, any of the rights and powers exercisable by DMG against the Empaneled Vendor, and either to enforce or forbear from enforcing any of the aforesaid terms and conditions and/or the securities available to DMG, and the Bank shall not be released from its liability and obligation under these presents by any exercise by DMG of the liberty with reference to the matters aforesaid or by reason of time being given to the Empaneled Vendor or any other forbearance, indulgence, act or omission on the part of DMG or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by DMG in respect of or relating to the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document or for the fulfillment, compliance and/ or performance of all or any

of the obligations of the Empaneled Vendor under the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until [Date] (mention date based on the required period of validity of the Performance Guarantee) and unless a demand or claim in writing is made by DMG on the Bank under this Guarantee during its validity, after such date, all rights of DMG under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of DMG in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch in Ranchi, State of Jharkhand, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an Nodal officer of DMG that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect till [Date] (mention date based on the required period of validity of the Performance Guarantee) or until it is released earlier by DMG pursuant to the provisions of the Terms and Conditions Governing Empanelment as outlined in the Empanelment Process document.

Signed and sealed this [day] of [Month], 2018 at [Place]

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure 5: List of submissions

Application needs to contain the information / documents listed hereunder in a sealed envelope bearing the identification “Empanelment of Vendors to Enlist Vehicle Tracking Devices for Mineral Transporting Vehicles in the State of Jharkhand” along with the name of the Applicant:

(a) Details of the Applicant

1. Name
2. Place of incorporation
3. Date of incorporation and/ or commencement of business
4. Address of the corporate headquarters and its branch office(s), if any
5. Details of the VTD manufacturing facilities (also mention whether – owned or contracted its capacity, third party etc.)
6. Details of Applicant’s authorized dealers/Sales & Service centers who will sell its enlisted VTDs in Jharkhand
7. Certifications of company, manufacturing facility (Like ISO, CE, etc.).
8. Brief description of the Applicant including details of its main lines of business.
9. Website URL
10. Particulars of the Authorized Signatory of the Applicant:
 - (A) Name:
 - (B) Designation:
 - (C) Address:
 - (D) Phone Number:
 - (E) Mobile Number:
 - (F) Fax Number:
 - (G) Email Address:

(b) Documents in support of compliance of the Applicant with regard to criteria mentioned in this document

Sl.	Supporting Documents Provided with the application	Format
1.	Power of Attorney (POA) in original for the person signing the Application	Annexure 3
2.	<ul style="list-style-type: none"> • Certificate of Incorporation of the Applicant issued by Competent authority • Certificate for Commencement of Business of the Applicant issued by Competent authority, as applicable 	
3.	Purchase Order/ Contract copies/ Invoices evidencing that the Applicant has supplied at least 5000 device's in last 3 years (from the date of publication of this document) together with client contact details.	
4.	Payment Receipt against Document Cost	
5.	<p>VTD and related details</p> <ul style="list-style-type: none"> • Two samples of each of the models of VTD applied for enlistment. • VTD brochure(s). • Do's / Don'ts and user manual. • VTD Protocol(s)/ API Document explaining all the messages, fields and their values. • Other certifications for VTD standard's compliance (CE, FCC, RoHS, PTCRB etc.). 	

6.	<p>Statement of compliance of the VTDs being submitted with the minimum technical specifications together with the following documents, as applicable:</p> <ul style="list-style-type: none"> • Self-certification by Applicant against each parameter • Supporting document in the form of standard product/ component data sheet, brochures in support of compliance of the VTDs with the required specifications • Certification from any below testing agencies <ul style="list-style-type: none"> ○ Automotive Research Association of India (ARAI) ○ International Centre for Automotive Technology (ICAT) ○ Central Institute of Road Technology (CIRT) ○ Vehicle Research & Development Establishment (VRDE) ○ or any DMG approved agency, 	Clause 7
7.	Empanelment Process document together with any addendum issued, duly signed by the authorized signatory of the Applicant on each page.	