# Request for Proposal (RFP) for

"Design, Develop & Maintenance of GPS based Vehicle Tracking & Monitoring System (VTMS) and its Integration with Management Information System (MIS)"

for

Office of the Commissioner of Geology and Mining,
Government of Gujarat

(Tender no: SW27062017138)

Bid Processing fees: Rs. 15,000/-EMD: Rs. 40,00,000/-



Gujarat Informatics Ltd Block no. 1, 8<sup>th</sup> floor, Udhyog Bhavan, Sector-11, Gandhinagar-382017, Gujarat Ph No. 23259237, 23259240 Fax: 23238925.

www.gil.gujarat.gov.in

Last date of submission of queries: 3<sup>rd</sup> July, 2017 upto 1500 hrs

Date of Pre-Bid Meeting: 7<sup>th</sup> July, 2017 at 1500 hrs

Last date for submission of Online Bids: 24<sup>th</sup> July, 2017 upto 1500 hrs.

Date of opening of Technical bids: 24<sup>th</sup> July, 2017 at 1600 hrs.

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## **Abbreviations**

- CGM: Office of the Commissioner of Geology Mines
- GIL: Gujarat Informatics Limited
- SI: Total Solution Provider
- QCBS: Quality& Cost Based Selection
- ATR: All Time Royalty Pass
- CGM: Commissioner of Geology & Mining
- **GIS:** Geographic Information System
- GoG: Government of Gujarat
- **GPS:** Global Positioning System
- IPR: Intellectual Property Rights
- MIS: Management Information System
- **OEM:** Original Equipment Manufacturer
- **SDC:** State Data Center
- SLA: Service Level Agreement
- **SP:** Service Provider
- VTMS: Vehicle Tracking & Monitoring System

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#### 1. SECTION – I: INVITATION TO RFP

#### 1.1. RFP Notice

This document is for "Design, Develop & Maintenance of GPS based Vehicle Tracking & Monitoring System (VTMS) and its Integration with Management Information System (MIS)".

CGM intends to implement GPS based Vehicle Tracking & Monitoring System (VTMS) for Mining activities across the state. The solution is envisioned to have integrated approach of the existing applications and to create Vehicle Tracking & Monitoring System (VTMS) including integrated MIS and DSS to increase the efficiency of administration.

The bidder shall be responsible for maintenance of complete integrated solution for a period of 5 Years (1 year warranty post Go-live and 4 years of O &M Support). The bidder shall be responsible for providing all types of services as mentioned in this bid document & Scope of Work, as a part of this project.

GIL on behalf of CGM invites sealed bids from eligible bidders for *Design, Develop & Maintenance of GPS based Vehicle Tracking & Monitoring System (VTMS) and its Integration with Management Information System (MIS).* The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:

- Pre-Bid Conference
- Technical & Financial Bid Submission
- Opening of Eligibility Documents
- Evaluation of Eligibility Documents
- · Opening of Technical Bid
- Evaluation of Technical bid
- Presentation by all the eligible bidders
- Opening of Financial bids of all qualified bidders
- The bidder achieving the highest combined technical and financial score will be invited for negotiations and awarded contract.

Interested companies may download the RFP document from the website <a href="https://gil.nprocure.com">www.gil.gujarat.gov.in</a> & <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>.

The bids must be submitted online through <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>. However the eligibility documents and technical bids must be submitted physically at GIL also.

CGM/GIL reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

This RFP document is not transferable.

Minimum absolute technical score to qualify for Commercial Evaluation is 70.

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Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

The bidder shall submit the **DD** of **Rs. 15,000/-** towards bid processing charges and **Rs. 40,00,000/-** towards bid security amount in sealed cover.

EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before given time limit may lead to the rejection of the bid.

#### 1.2. Important Information

Sr. No.	Information	Details
1.	Last date for submission of	3 <sup>rd</sup> July, 2017 upto 1500 hrs
	written queries for clarifications	
	by email on	
	vipulp@gujarat.gov.in	
2.	Date and time for Pre-bid	7 <sup>th</sup> July, 2017 at 1500 hrs
	conference	
3.	Last date and time for	24 <sup>th</sup> July, 2017 upto 1500 hrs.
	submission of EMD & Bid	
	Processing fees in GIL (physically)	
	along with affidavit in original as	
	format given in section 10.4 : Self	
	Declaration	
4.	Last date and time for	24 <sup>th</sup> July, 2017 upto 1500 hrs.
	submission of eligibility	
	&technical bids (online) and	
	Financial bid online	
5.	Date and time for opening of Bids	24 <sup>th</sup> July, 2017 at 1600 hrs.
6.	Place for submission of EMD &	Conference Room,
	bid processing fee, EMD, pre-bid	Gujarat Informatics Ltd.
	meeting and opening of Bids	Block No. 1, 8th Floor,
		Udyog Bhavan, Gandhinagar
7.	Place, date and time for technical	The place, date and time for technical
	Presentation	presentation will be given to the eligible
		bidders later on.

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8.	Address for communication	DGM(Tech),
		Gujarat Informatics Ltd.
		Block No. 1, 8th Floor,
		Udyog Bhavan, Gandhinagar
		E-mail: viveku@gujarat.gov.in;
		vipulp@gujarat.gov.in
		Phone: 91-79-23256022, 59239, 59237
		Fax: 91-79-23238925
9.	Place, date and time for opening	The place, date and time for opening of
	of financial/commercial bids	financial/commercial proposal will be
		given to the technically qualified bidders
		later on.
10.	Bid validity	180 days

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#### 2. SECTION 2: INSTRUCTIONS TO BIDDERS

#### 2.1. Definitions

- 2.1.1. "Applicable Law" means the laws and any other instruments having force of law in India from time to time.
- 2.1.2. "Proposal/bid" means proposal submitted by bidders in response to the RFP issued by CGM/GIL for selection of Total Solution Provider.
- 2.1.3. "Competent Authority" means the Revenue Department.
- 2.1.4. "Committee" means committee formed by the CGM for the purposes of processing and evaluation of this bid.
- 2.1.5. "Contract Value" means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
- 2.1.6. "SI" means System Integrator any private or public entity, which will provide the services to CGM under the contract.
- 2.1.7. "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
- 2.1.8. "Day" means Working day
- 2.1.9. "Effective date" means the date from which the contract comes into force and effect.
- 2.1.10. "Government" means State Government of Gujarat.
- 2.1.11. "CGM" means Office of the Commissioner of Geology & Mining, Gujarat.
- 2.1.12. "Rules" means the applicable rules under different statutes, Acts, Rules, Government Resolutions, Circulars in relation to personal management of employees in Gujarat Government.
- 2.1.13. "GIL" means Gujarat Informatics Limited, Block No.1, 8<sup>th</sup> Floor, Udhyog Bhavan, Gandhinagar 382 017, Gujarat.
- 2.1.14. "Personnel" means professional and support staff provided by the SI and assigned to perform services to execute an assignment and any part thereof.
- 2.1.15. "Services" means the work to be performed by the SI pursuant to the selection by CGM and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by CGM.
- 2.1.16. "Go live" means completion of work as per the RFP/Work order issued to selected bidder and successful completion of UAT/FAT and deployment of the solution on user platform.

#### 2.2. SOURCES OF FUNDS

CGM is calling the SI for "Design, Develop of Vehicle Tracking & Monitoring System (VTMS), Integration of Existing Applications, Integrated Management Information System (MIS) and Decision Support System (DSS), Training and Support".

The Work Order will be placed on the selected SI by CGM directly and the payment for the services mentioned in the said work order will be made directly by CGM from their own sources of funds as per the financial terms and conditions mentioned in this document.

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## 2.3. Eligibility Criteria

The bidders meeting the following eligibility criteria will be short listed and considered for technical evaluation.

Sr.	Eligibility Criteria	Attachments
No.		
1.	The Bidder must be a Company or Partnership Firm or Proprietorship in the Business of GPS / GIS based works who has system integration capabilities.	Valid copy of the Certificate of Incorporation and valid copy of work order/client certificate
2.	Bidder should have demonstrable expertise and experience in developing at least five web based integrated IT solutions involving all the phases of SDLC (Software Development Life Cycle) in last five years as on 31.03.16	Work Orders / Client Certificates confirming year and area of activity.
3.	The bidder must have turnover of Software/IT products Development and Support service activities of at least <b>Rs. 25 crores</b> for each of the last three financial years as on 31.03.2016.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years.  CA certificate mentioning turnover of Software/IT products Development and Support service activities
4.	The Company should be in the field of IT business and having experience of development and implementing Fleet Management System for the last 5 years.	Details of such experience and projects undertaken along with clients' completion certification/letter.
5.	The bidder must have implemented & operationalized at least 1 (One) such GPS based tracking System/solution comprising of at least 1000 vehicles including operation services in last 5 years as on 31.03.2016	Details of such projects undertaken along with clients' completion certification/letter.
6.	The Bidder should be a Total Solution Provider(SI) having CMMi level 3 certification software development & services and relevant ISO 9001:2008 or latest	Valid copy of the Certificates
7.	The bidder should have at least 100 technically trained employees on its payroll as on 31.03.2016. Out of them 50 employees should be in the Design, development and integrated IT Solution, implementation support, configuration, customization, testing, user acceptance, training, hand holding and application support activities.	Authorization certificate from HR manager
8.	The bidder must give undertaking duly signed & sealed by Authorized Signatory that if this contract is awarded to him, he will employ all the resources with the necessary capabilities catering to different phases of project implementation, as	Relevant undertaking

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Sr. No.	Eligibility Criteria	Attachments
	defined in the scope of work. Resources need to be Deployed at the CGM office/ places specified by CGM Office in Gandhinagar and anywhere else in Gujarat.	
9.	Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices issued by Government of India or by Government of any other State in India or by Government of Gujarat or any of the PSU in the state of Gujarat at the time of bidding.	Certificate / affidavit mentioning that the Bidder is not blacklisted by Government of India or by Government of any State in India or by Government of Gujarat or any of the PSUs in the state of Gujarat due to engagement in any corrupt & fraudulent practices. Self-Declaration Form must be submitted
10.	Bidder should not have violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.	Affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights must be submitted by the bidder as per Attached format.
11.	The Bidder should have at least one office in Gujarat and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.TC.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter
12.	No Consortium will be allowed.	-

## 2.4. Eligible Goods and Services

- 2.4.1. All goods and services to be provided under the Contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 2.4.2. For purpose of this clause, "origin" means the place where the goods are from or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing, code writing and compiling, or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or in purpose or utility from its components.
- 2.4.3. The origin of goods and services is distinct from the nationality of the Bidder.

#### 2.5. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and CGM/GIL will in no case be responsible or liable for these costs, regardless

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of conduct or outcome of bidding process.

#### 2.6. Content of Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the biding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### 2.7. Pre-Bid Conference

A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section 1.2 of this document. CGM/GIL will discuss the queries received from the interested bidders in the pre-bid meeting and respond the clarifications by uploading on the website. The interested bidder should send the queries as per the following format:

Bidder's Request For Clarification			
Name of Organization submitting		Name & position of	Address of organization
reques	st	person submitting	including phone, fax,
		request:	email points of contact
S.No.	Bidding Document	Content of RFP	Points of Clarification
	Reference (Clause /page)	requiring clarification	required
1			
2			
3			
4			

#### 2.8. Amendment to RFP

- 2.8.1. At any time prior to the deadline for submission of bids, CGM/GIL may, for any reason, whether on its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents.
- 2.8.2. All prospective bidders who have received the bidding documents will be notified of the amendment through website and such amendments will be binding on them.
- 2.8.3. In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, CGM/GIL at its discretion, may extend the deadline for the submission of bids.

#### 2.9. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and CGM/GIL shall be in English language.

#### 2.10. Documents Comprising the Bid

- 2.10.1. The bid prepared by the Bidder shall comprise of the following documents:
  - **2.10.1.1.** A Technical Bid and a Financial Bid
  - **2.10.1.2.** Bid security
- 2.10.2. The technical Bid & Financial Bid must be submitted online through the e-tendering website of <a href="http://gil.nprocure.com">http://gil.nprocure.com</a> using digital signature.

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- **2.10.2.1.** The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by GIL/CGM.
- 2.10.2.2. The bid security of Rs. 40,00,000/- (Rupees Fourty Lacs Only) and bid processing fee of Rs. 15,000/-(Rupees Fifteen Thousand Only) are to be submitted physical in the form of DD (Demand Draft) favoring of Gujarat Informatics Ltd, Gandhinagar in sealed cover clearly mentioning that "EMD & Bid Processing Fee of the GPS Based Vehicle Tracking & Monitoring System (VTMS) for CGM" at GIL on the address mentioned in Section-1.

#### 2.11. Bid Form

2.11.1. The Bidder shall complete the Technical Bid and Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>. The bidder shall also complete the bid form as per section V and submit it with the financial Bid on <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>.

#### 2.12. Bid Prices

- 2.12.1. The Bidder shall indicate the prices in the format mentioned in the e-Tendering website <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>.
- 2.12.2. Following points need to be considered while indicating prices:
  - **2.12.2.1.** The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat as indicated by GIL/CGM.
  - **2.12.2.2.** The rates of any Indian duties, sales tax, service tax and other taxes which will be payable by the Client on the goods/ services (if any) if this contract is awarded, should be quoted separately,
- 2.12.3. The Bidder's separation of the price components will be solely for the purpose of facilitating the comparison of bids by CGM/GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 2.12.4. Sharing of responsibility (between CGM and the bidder) of procurement of various types of software shall be as under:
  - 2.12.4.1. The prices quoted shall be inclusive of license software required for actual running of applications developed (i.e. User level Operating System and database other software required). The prices shall be inclusive of licensing cost during the maintenance period also.
  - **2.12.4.2.** The price quoted shall be inclusive of design and development of GPS based Vehicle Tracking & Monitoring System (VTMS), Integration of Existing Applications, Integrated Management Information System (MIS) and Decision Support System (DSS), Training and operation & maintenance support for the period of contract. This shall also include the cost of integration with existing ILMS (Integrated Lease Management System) and any other CGM application modules as required.
  - **2.12.4.3.** Bidder is expected to fill the rates/amount for all items in Financial Bid format. However, in case, the bidder chooses to quote zero, nil amount or blank, it will be his risk and the same shall in no way restrict the scope of the work. Any rate quote field kept blank would imply that bidder is quoting zero prices for that item.

- **2.12.4.4.** Deliverables created by Bidder specifically for CGM, Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of CGM, the ownership of the Application solution and the source code will solely lie with CGM, Government of Gujarat.
- **2.12.4.5.** While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
- **2.12.4.6.** The software licenses supplied by Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to CGM for the entire period of contract, in case of product. All the licenses and support should be in the name of CGM from the date of procurement.
- **2.12.4.7.** In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof Request for Proposal (RFP), the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and CGM is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. CGM will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse

#### 2.13. Bid Currency

Prices shall be quoted in Indian rupees only.

#### 2.14. Bid Security - Earnest Money Deposit (EMD)

- 2.14.1. Earnest Money Deposit **Rs. 40,00,000/- (Rupees Forty lacs only)** in the form of DD/BG in favour of "Gujarat Informatics Limited" payable at Gandhinagar.
- 2.14.2. Proposals not accompanied by EMD shall be rejected as non-responsive.
- 2.14.3. The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 2.14.4. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 2.14.5. The EARNEST MONEY DEPOSIT shall be forfeited:
  - a) if a Bidder withdraws its bid during the period of bid validity
  - b) in case of a successful Bidder, if the Bidder fails:
    - i. to sign the Contract as mentioned above or
    - ii. to furnish performance bank guarantee as mentioned above or
    - iii. If the bidder is found to be involved in fraudulent practices.

#### 2.15. Validity of proposal

2.15.1. Proposals shall remain valid for a period of 180 days (one hundred eighty days) after the date of financial bid opening prescribed in the RFP. A proposal valid for shorter period may be rejected as non-responsive. CGM/GIL may solicit the bidders' consent to an extension of proposal validity (but without the modification in proposals).

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- 2.15.2.In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 2.15.3. Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections

#### 2.16. Preparation of Proposal

- 2.16.1. The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid.
- 2.16.2. The proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal
- 2.16.3.In addition to the identification, the covering letter shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- 2.16.4. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- 2.16.5. Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal, bid may be liable to be rejected without prior intimation to the bidder.
- 2.16.6. Bidder is required to submit the complete proposal along with required forms etc on <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>. The proposal shall be exactly according to the presented formats given on the <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.
- 2.16.7. Committee would ask Bidder(s) for detailed presentations. All such presentations shall be at the cost of bidder.
- 2.16.8. The envelope of the EMD & Bid processing fee should be addressed to:

The Director (e-Governance)

Gujarat Informatics Ltd.

Block No. 1, 8th Floor,

Udyog Bhavan, Gandhinagar

Gujarat - 382010

2.16.9. The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.

#### 2.17. Contents of Envelopes

2.17.1. Envelop 1: DDs of EMD & Bid processing Fees

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#### 2.18. Submission, Receipt & Opening of proposal

- 2.18.1. Submission of Bids:
  - a) The Bidder shall submit the Eligibility Bid, Technical Bid and a Financial Bid as per the format mentioned in the e-Tendering website <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>. The bidder shall also complete the bid form as per Form I and submit it with the financial bid on <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>.
  - b) Telex, cable, e-mailed or facsimile bids will be rejected.
- 2.18.2. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of bid opening being declared holiday for the tendering authority, the bid shall be opened at the appointed time and location on the next working day.
- 2.18.3. The bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as GIL, at his discretion, may consider appropriate, will be announced at the time of opening.
- 2.18.4. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.18.5. Prices shall be quoted in Indian Rupees Only.

#### 2.19. Opening of Bids by CGM/GIL

2.19.1. CGM/GIL will open all bids (only eligibility stage at the first instance), in the presence of all Bidders or their representatives who choose to attend, and at the following address:

Gujarat Informatics Ltd, Block no .1/8, Sector-11, Udyog Bhavan, Gandhinagar- 382010

- 2.19.2. The bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for CGM/GIL office, the Bid shall be opened at the appointed time and location on the next working day.
- 2.19.3. The bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 2.19.4. Bids and modification sent that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.19.5. The technical bid of only those bidders who are matching the eligibility criteria will be opened and subsequently, the Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

#### 2.20. Clarification of Bids

During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to

be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

#### 2.21. Preliminary Examination

- 2.21.1. CGM/GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.21.2. Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will deemed to be material deviations. CGM/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.21.3. If a Bid is not substantially responsive, it will be rejected by CGM/GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.21.4. Conditional bids are liable to be rejected.

#### 2.22. Methodology & Criteria for Technical, Commercial and final evaluation

- 2.22.1. CGM will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, CGM/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 2.22.2. The bidders are expected to provide all the required supporting documents& compliances as mentioned in this RFP. The bidder shall propose the solution having full compliance with all the guiding principles and minimum specifications/ scope of work as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 2.22.3. The bids will be evaluated for the eligibility criteria first.
- 2.22.4. The technical bids of the bidder(s) who comply with the eligibility criteria will be opened. During the technical evaluation, CGM/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 70% in technical evaluation. At any point of time, if CGM/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, CGM/GIL may reject his bid without assigning any reason or explanation.
- 2.22.5. Price shall be loaded appropriately for the missing component/quantity/tax etc. Price quoted in the financial bid will be final. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, applicable taxes or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price will be appropriately loaded for the missing tax components/missing components that in the understanding of the evaluators is found

to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the bidders.

## 2.22.6. The following criteria shall be used to evaluate the technical bids.

Sr. No.	Particulars	Points System	Max. Marks
A. Org	anizational Strength		60
1.	No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2016)	9 –12 Years – 3 marks	05
2.	No. of projects for which bidder has completed/ ongoing demonstrable expertise and experience in such GPS based Vehicle Tracking & Monitoring System (VTMS) in last 5 years	>= 4 projects – 10 marks 2-3 projects – 7 marks 1 project – 3 marks	10
3.	No. of projects for which bidder has completed/ ongoing demonstrable expertise and experience in developing web based integrated IT solutions involving all the phases of SDLC (Software Development Life Cycle) having minimum cost of Rs. 5 crores in last in last 5 years in State or Central Government/ PSU / Quasi Government / Urban local body	> = 5 projects –10 marks 3 –4 projects – 5 marks 1 – 2 projects – 3 marks	10
4.	Average turnover of bidder in last three financial years as on 31stMarch, 2016 from Software/IT product Development and Support service activities. Year 2013-2014 Year 2014-2015 Year 2015-2016	>= Rs. 40 crores – 10 marks >= Rs 35 & upto Rs 40 crores – 7 marks >= Rs 30 & upto Rs 35 crores – 5 marks >= Rs 25 Crore & upto Rs 30 crores – 2 marks	10
5.	Manpower deployed by the organization for managed IT services in India as on 31st March, 2016.	> 500 – 10 marks >=200 and upto 500 – 7 marks >=100 and upto 200 – 5 marks > 100 – 3 marks	10
6.	The Company should have experience of completed/ ongoing implementation of one similar GPS based vehicle tracking project having no. of vehicles in last 5 years.	> 5000 = 10 marks >= 3000 and upto 5000 = 7 marks >= 2000 and upto 3000 = 5 marks >= 1000 and upto 2000 = 3 marks	10

7.	Experience of Similar GPS based vehicle tracking project in Mining sector	l	5
B. Te	chnical Presentation		
8.	Technical Presentation	As given in this RFP	40
Tech	nical Marks (TM)		100
Minimum Qualifying Scores			70

#### 2.22.6.1. Technical Presentation

On the prescribed date and time, the bidder shall make a technical presentation covering following areas which will carry 40 marks out of 100 of the total Technical score for that bidder:

Sr. No.	Presentation Evaluation Criteria	Marks
1	Understanding of Scope of Work	5
2	Approach and Methodology	5
3	Experience of similar projects	5
4	Software solution design and Architecture	5
5	Features of offered solutions meeting the scope of work	5
6	Implementation Strategy (Pilot and State wide roll out)	5
7	Manpower / Resource deployment	5
8	Proposed value additions	5
	Total Marks	40

#### 2.22.6.2. Financial Bid Opening:

The financial bids of only those bidders, who have scored at least 70 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting.

The bidder who quoted lowest rate will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same financial quote, the bidder with the higher technical score will be invited for negotiations for awarding the contract.

#### 2.23. Award of Contract

On acceptance of Proposal for awarding the contract, CGM/GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be

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signed. After signing of the Contract Agreement, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.

#### 2.24. CGM/GIL's Right to Accept Any Bid and to reject any or All Bids

CGM/GIL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for CGM/GIL action.

#### 2.25. Notification of Awards

- 2.25.1. Prior to the expiration of the period of the bid validity, CGM/GIL will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 2.25.2. The notification of award will constitute the formation of the Contact.
- 2.25.3. Upon the successful Bidder's furnishing of performance security CGM/GIL will promptly notify each unsuccessful Bidder.

#### 2.26. Signing of Contract

- 2.26.1. At the same time as concerned CGM/GIL notifies the successful Bidder that its bid has been accepted, CGM will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 2.26.2. Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to CGM and send copy to GIL.

#### 2.27. Performance Bank Guarantee

- 2.27.1. The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 2.27.2. The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order (for warranty period + extra 3 months) from All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 2.27.3. The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.
- 2.27.4. The Performance Bank Guarantee will be discharged by the Department and returned to the bidder(s) on completion of the bidder's performance obligations under the contract.
- 2.27.5. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee, rendering the same valid for the duration of the contract, as amended for further period.
- 2.27.6. No interest shall be payable on the PBG amount. CGM may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

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#### 2.28. Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of CGM, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

#### 2.29. Cost of Bidding

All costs related to bidding shall be borne entirely by the bidder. Under no circumstances shall any queries / request for compensation in cases of rejection / disqualification etc. be entertained by CGM/GIL.

#### 2.30. Disqualification

CGM may at its sole discretion and at any time during the evaluation process, disqualify any bidder, if the bidder has:

- 2.30.1. Submitted the Proposal documents after the response deadline.
- 2.30.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.30.3. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 2.30.4. Failed to provide clarifications related thereto, when sought.
- 2.30.5. Declared ineligible by the Government of Gujarat, or any of the departments in the Gujarat State Government, for corrupt and fraudulent practices or has been blacklisted at the time of submitting the bid.
- 2.30.6. Submitted a proposal with price adjustment / variation provision.

#### 2.31. Binding Clause

All decisions taken by CGM regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology, in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5 to 10 per cent of the contract value to eligible startups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

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#### 3. SECTION - III SCOPE OF WORK

## 3.1. Background

The Commissioner of Geology and Mining is working under the Industries and Mines Department, Government of Gujarat. Directly or indirectly, minerals act as basic raw materials for strategic industries, and they are important ingredients of a State's economy. These resources, being finite and non-renewable, need to be managed wisely. Gujarat State first Mining Policy, 2003 also provides guidelines for optimum utilization of minerals with minimum wastage and maximum mineral revenue generation through value addition. Exploration and consumption of minerals are barometers of industrial & economic development of a region.

The office of CGM handles Mineral Administration for the state of Gujarat which includes identification, exploration, auction, mining, and transportation etc. activities for Major and Minor minerals. There are more than 7500 leases spanned across the state at present.

The main functions of Commissioner of Geology and Mining are:

- 1. Search and Exploration of Mineral wealth of the State by adopting state-of-theart exploration techniques
- 2. Mineral Administration with conservation and preservation.
- 3. Increase State's mineral revenue through higher production of minerals & their sustainable development framework
- 4. Encourage value addition of minerals usage through promotion of mineral based industries in the State
- 5. Prevention of illegal mining

To execute above functions, CGM has developed & implemented web-based Integrated Lease Management System (ILMS) application which has modules such as e-payment, e-Royalty pass, e-return, e-Demand Register, e-Delivery Challan, Online Lease Application and other related modules covering in one single portal for Stake Holders of Geology & Mining in Gujarat State.

## 3.2. Objectives of the Proposed Solution

As per government policies and agreement between CGM and Lease Holders, the CGM office receives Royalty Fees from the Lease Holders for the minerals mined from these leases. The mined minerals are then transported to different parts of the country (interstate and intrastate) as per the Royalty Pass generated by Lease Holders in ILMS Application. The vehicles which carries and transports minerals from the leased mine areas, traverses through various routes to deliver the mineral at the destination location / stockist location as declared by the Lease Holder in the Royalty Pass generated in ILMS for the respective trip.

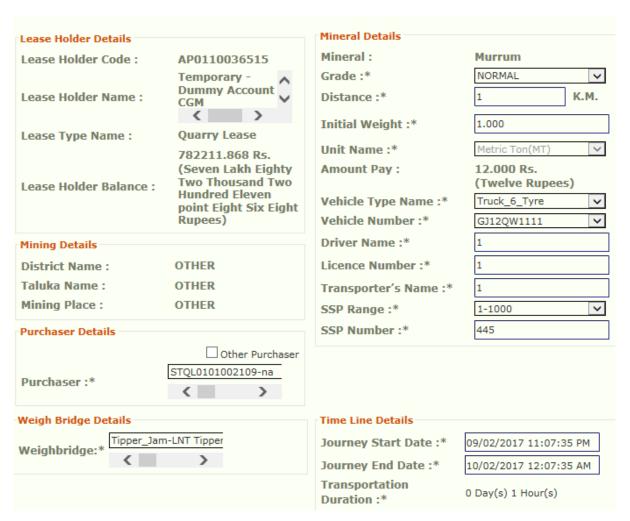
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Request for Proposal

The Vigilance and Flying Squad sections of the CGM surveils the mineral movement across the state to regulate the mineral movement. One of the objectives of this section is to control illegal mining, evasion & transport of minerals, which causes severe pilferage to Government revenues. With an objective to avert and curb such malpractices, it is very essential to strictly vigil the logistics by monitoring and tracking the movement of minerals.

The prime objective of implementing Vehicle Tracking Monitoring System is to curb the illegal Royalty theft and evasion of minerals from the leased mines. Presently the Lessee generates an All-Time Royalty Pass (ATR) from the ILMS system with as under:



- After filling up above details and receipt of the respective Royalty Amount to CGM account, an ATR is generated and issued to Lessee.
- Lessee then handover the ATR to vehicle driver for the registered vehicle and based on the same, the vehicle is loaded with mineral from the mine location and starts trip to the destined purchaser's location.
- The mineral is offloaded at purchaser's location and trip ends.

Given above is the idealistic workflow, but in some cases following malpractices are observed:

- The ATR is generated from other location and the actual trip takes place at different location
- The vehicle does not follow the designated route as per the ATR
- The mineral is offloaded / delivered to some other purchaser and not to the designated purchaser as per ATR
- A lessee deliberately creates an ATR for some long route mentioning longer trip hours, but the actual trips gets conducted on shorter routes and mineral is delivered to any unauthorized purchaser. Then the same ATR is used again for another multiple trips without paying any additional Royalty to CGM. Such malpractices leads to loss in collection of Royalty fees to CGM.

To achieve its objective, the Office of CGM has initiated various measures including Geo-fencing of mining areas, tracking of mineral transport movement through Vehicle Tracking and Monitoring System, Creation of Check Posts at crucial locations and converging feeds from all these systems into Command & Control Center for centralized monitoring, vigilance and control to curb malpractices like illegal mining and evasion of minerals.

The basic objectives for development and implementation of GPS-based Vehicle Monitoring & Tracking System are:

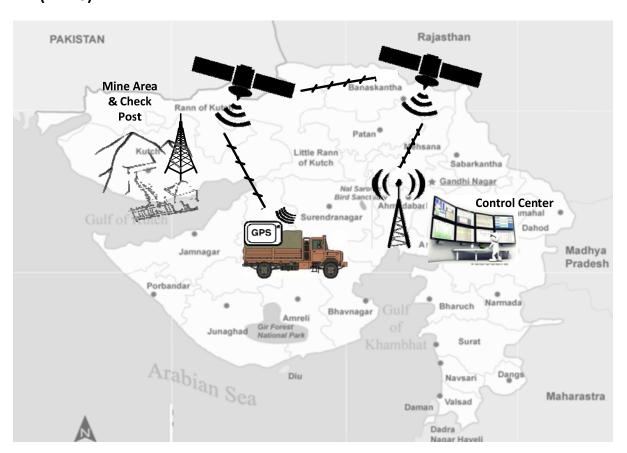
- a. Monitoring and tracking the navigation route of vehicles transporting minerals using GPS technology from Source to Destination
- b. To navigate and trace the route of vehicles carrying excavated minerals so that illegal transport and mineral movement can be deterred and averted.
- c. Aversion of deviation in route of mineral movement as per ATR pass.
- d. Ensuring that the mineral is offloaded / delivered at the designated purchaser's location and as per the journey time given in ATR.
- e. Real time monitoring of navigation route and its reporting data of minerals being transported from Source to proposed Destination
- f. Reconciliation with transaction data of mining as per its ATR (All Time Royalty Pass) generation which shall include reporting of reduction or loss of mineral on the way by any means like loose packing in vehicle, human carelessness, road terrain impact, etc. and the same shall be detected and notified to the concerned immediately.
- g. Use of modern tools / technologies to enable field officers to establish better control on mining activities and its transportation including driving pattern analysis to ensure there's no loss of mineral due to rash / careless driving patterns.

h. Increased transparency in mining and its logistics activities

## 3.3. Stakeholders and Users of the Proposed Solution:

- A. CGM The Commissioner of Geology and Mining, Gujarat
- B. Department Officials and field officers
- C. District Geologists
- D. CGM Administrator
- E. Lessee / Lease Holder
- F. Stockiest / Buyer / End-Consumers
- G. Weigh-bridge / Check-post Operator
- H. Vehicle Driver
- I. ILMS Application Provider
- J. Other Government Departments

## 3.4. Scope of Work for GPS-based Vehicle Tracking & Monitoring System (VTMS)



- 1. To develop and implement a GPS-based Vehicle Monitoring System to monitor, track and control the Route Navigation of the vehicles carrying and transporting minerals.
- 2. There are more than **125000** registered vehicles authorized for transport of minerals by different lessees. The details and records of these vehicles is managed in ILMS application.
- 3. To implement such system, a GPS device has to be installed in all the registered vehicles of authorized lease vendors which is transporting minerals. The proposed route of the vehicle,

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- as per the location details mentioned in the Royalty Pass generated at mining location, and the actual route followed by the vehicle has to be monitored and tracked using GPS navigation technology.
- 4. RFID tags will also be installed into the vehicles, so that through RFID reader installed at mines, at CGM check-posts or other monitoring locations like RTO or Octroi check-posts, the real-time location and timestamp along with other essential data parameters can be captured, thus to reconcile with the application filed for Royalty Pass and for the centralized MIS report dashboard.
- 5. The proposed navigation route of the trip as per the Royalty Pass generated will have to be Geo-fenced. It will help in tracking the proposed navigation route and control exceptions like deviation in route, breakdown etc. with alert prompts and escalation to the responsible stakeholders.
- 6. The proposed VTMS application has to be synchronized digitally with other CGM applications including ILMS (Integrated Lease Management System) and the Centralized Information Dashboard, and provide APIs and data feeds, wherever required. The VTMS application shall integrate with other CGM applications and provide the required data, attributes and other parameters for development of APIs.
- 7. Route, Time and Trip origin / destination locations will be the basic parameters for monitoring in the new application.
- 8. Each registered vehicle in ILMS should be enrolled in VTMS and the Vehicle Registration number must be mapped one-to-one with the GPS devices with a unique GPS device ID.
- 9. The VTMS Application shall have role-based access to provide privileges to access and view the system and the MIS reports as per the roles, responsibility and authorization of the stakeholders / users at various levels and groups.
- 10. The data and GPS-signals from VTMS shall be fed into MIS for reports along with Centralized Information Dashboard to support decision making at apex level.
- 11. There will be mechanism of exception handling/backup, in case of damage of GPS device/Vehicle/system failure while operating.
- 12. The initiation of monitoring the route navigation of vehicle shall Start at the origin location after generation of Royalty Pass from ILMS and End when the mineral is delivered to the given destination as per the Royalty Pass.
- 13. Feature of getting alerts through SMS / emails wherever required should be enabled in the application. The alerts should have categories with Higher Priority alerts been additionally generating Auto Call to the predefined numbers and triggering some siren mechanism in control / Command Center.
- 14. Though the initial application is intended to monitor and track the navigation route from mine location to stockiest or destination location as per the Royalty Pass origin and destination details, the proposed application should also keep provision to further monitor and track the navigation route of the minerals being transported through Delivery Challan.
- 15. The proposed application is also envisaged to be integrated and operated using smart-phone devices and hence the development of application has to be done to support mobile-based usage and reporting.
- 16. The application should have feedback mechanism module for response, mitigation etc. as action taken in case of exception handling, alert generation and escalation reporting to

- respective stakeholders. The software shall be web based and utilizes high resolution digital map to show real-time position of the vehicles.
- 17. The software shall provide map based tracking and transit route line based tracking of vehicles by the control centre operators.
- 18. Facility to provide the pre-registration for installation of devices for mines vehicle owner
- 19. The application shall be implemented with open source database like Postgre and etc.
- 20. The solution shall be scalable to integrate different OEM / makes of the devices. Bidder shall provide the list of devices integrated with proposed solution
- 21. Standard functionality. The software shall enable control center management staff quick decision making capability, which shall be achieved by providing graphical tools for visualization.
- 22. The software should have capability to have a multi-screen based tracking system, so as to enable tracking staff to quickly analyze activities and have a better insight into operational data of all activities within the system

To serve the above scope of work and objectives, CGM is envisaging an integrated solution for GPS-based Vehicle Tracking & Monitoring System (VTMS). This VTMS application shall be an online Vehicle Tracking and Monitoring System comprising two major components:

## a) GPS-technology based online Vehicle Tracking & Monitoring System application

- Through this RFP, the bidder is expected to design and develop the VTMS application to be integrated with GPS devices installed across registered vehicles with department for transporting minerals.
- It will capture all the information from integrated GPS device and display real-time location of each vehicle on the map.
- The VTMS application will be given the proposed navigation Route details as per the Source and Destination location details provided in ATR (All Time Royalty pass) generated in CGM's ILMS application.
- The VTMS application will generate a proposed Navigation Route (including alternate routes) based on the Source and Destination coordinates. It will then navigate and track the real-time location of vehicle through GPS device installed in the vehicle and will display its status on the GPS map. The system will compare the navigation route with actual route being traversed and generate alerts, alarms, triggers, etc.

## b) GPS Device Kit or System hardware

- GPS-device hardware will be installed in each registered vehicle and will be connected
  with vehicle battery and ignition chip of the vehicle. In case of removal of the device, it
  should generate alert and it should not allow to start the vehicle.
- This device having GPS and GPRS connectivity will communicate with VTMS Application server. Based on device configuration device will send the position information to application server through GPRS connectivity.
- The GPS-device shall be capable to work in case of failure or malfunctioning of Vehicle Battery also.

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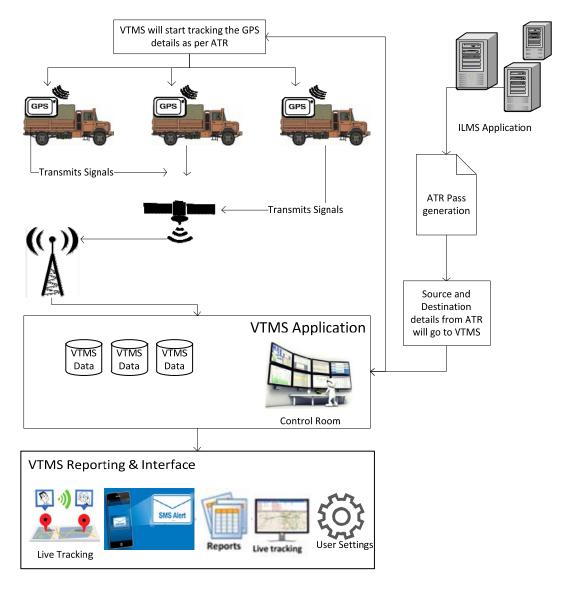
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- The bidder has to provide standard specifications for the GPS devices that can be
  integrated with the VTMS application for seamless operations. The GPS devices based
  on the standard specifications recommended is expected to be available with software
  development kit (SDK), necessary APIs for configurations so that configuration of the
  additional devices in future must be done seamlessly.
- The GPS devices shall be shock proof, dust and water proof with IP Standards.

Commissioner of Geology & Mining

## A. Desired Features and Specifications of the Proposed VTMS Application:



## Provide and customize/develop the software as per the following details:

- 1. Provide Map Data covering mine sites, check-posts and other Point-of-Interest locations as required by CGM on 1:50000 (cm) scale with the following details as selectable layers with their names superimposed (on selection):
  - i. Geographical Boundaries
    - a) State,
    - b) District,
    - c) Block,
    - d) Taluka
    - e) Mine Location / Sites
    - f) CGM Check-posts
    - g) RTO Check-posts

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- h) Roads / State Highways / National Highways
- i) Important Landmarks
- May have to update the boundaries if new administrative entities are created by the government;
- ii. Name as point data of the Administrative headquarter;
- iii. Navigation Routes & Roads with their names on mouse over- Roads including National Highways, State Highways, major District roads, village roads and Route-Map roads of the proposed Trip as per the ATR generated in ILMS needs to be displayed on the map
- iv. Point data relevant to the Origin and Destination locations given in ATR pass (this is not an exhaustive list and more may be added) shall be provided
- v. Group Tracking: The system should allow Administrator / Privileged user to track more than one vehicle at a time on a Single map including multiple routes on that map.
- vi. Journey Replay: The system should allow Administrator / Privileged user to view the replay of a trip on interactive map.
- vii. The system should have analytics features like I/O analysis (Ignition on/off), Door open/close, Temperature, fuel level, over-speeding etc.
- viii. Real-time Automatic Refreshing of Data: The system should be able to track and automatically monitor real-time location of the vehicle and display it on the interactive GIS-map.
- 2. The VTMS should have mapping features to visualize the geo-coordinates information received from GPS-device and display it in an interactive GIS map supporting the latitude, longitude location records generated by GPS devices. This should include all possible types of map views like roadmap, Satellite, Terrain, other applicable view types, possible hybrid combinations based on tracing requirements.
- 3. The VTMS application shall allow viewing vehicle-wise important information about the trip (Vehicle No., Leaseholder, Minerals loaded in vehicle, Distance traversed, Origin, Destination, scheduled trip time etc.) on interactive GIS Map
- 4. The VTMS shall have a multi-screen based tracking system, so as to enable tracking quickly and analyze activities for better insight into operational data of all activities within the system.
- 5. The mapping platform should allow different mapping profiles. Different layers and details should be visible for different access level. For Example: General Users will be able to view consumer map. Internal users will be able to view other layers such as stations, streets names, water features, parks, major buildings etc
- 6. The VTMS should have a feature to search/show a group of vehicles on the map and also should allow searching/ showing of geo-fences, landmarks, addresses on the map, allowing it to be searched from a search bar on the map window
- 7. The Bidder will integrate the GIS based base map and Map data provided by CGM. The Bidder would also integrate the routes and location geofences from data created by CGM
- 8. Maps shall have GIS Maps extension to allow plotting different mark-ups and indications on a map view using vehicle and spatial map layers and allow the user to zoom and pan freely through the map, and be able to present heat map visualizations on GIS map data.

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- 9. VTMS shall have GIS Maps extension to allow plotting different mark-ups and indications on a map view using vehicle and spatial map layers. It shall allow the user to zoom and pan freely through the map, and be able to present visualizations on GIS map data as per MIS dashboard requirements / formats.
- 10. VTMS application shall have Calendar Control to allow the user intuitively navigate through calendar fields, such as time, day, month, and year as per the requirement.
- 11. Real time report of the movement of the GPS enabled vehicle on the map to the users based on their privileges.
- 12. The VTMS should provide the location and history of the vehicles in the GIS map without complex mapping platforms. Also, it should provide geo-coding feature of converting geo-coordinates data received from GPS device from Latitude / Longitude data to Physical location data and vice versa. Navigation Routing should also be available to provide direction, distance, time, and route vectors for any predicted or unforeseen stoppages.
- 13. The software shall provide controls to view the entire sequence of reported locations from the beginning of the trip time period or to step through the route sequence incrementally forwards or backwards upto the destination.
- 14. Create User Management System on the software with rights and privileges as defined by the Department. Application software should have option for customization & should allow for changes as and when required.
- 15. The other requirements of the system includes business rules creation, reporting, alert management, user administration, device parameter configuration etc.
- 16. Integration of VTMS with different applications in CGM

The VTMS system shall develop VTMS application considering the requirement of its integration with various ERP and Software Applications installed at CGM presently, as well as with some applications which will be implemented during the operational period of VTMS. The integration shall be done through APIs and Push/Pull services. These applications are:

- a. Integration Land Management System (ILMS) operational at present
- b. ERP Application (under implementation)
- c. MIS Reports

## 17. Geo-Fencing Features:

The systems should have Geo-fencing feature which notifies user when an electronically tracked vehicle in motion equipped with a GPS device, crosses a pre-defined virtual boundary or the proposed trip route as per ATR. The geo-fencing will be used to monitor whether the vehicle stays within certain boundaries or on specified route or not. A Notification Alert in form of SMS and email should be sent to Control Room and concerned authorities. It should include

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geo-coordinates of the location where it has deviated from proposed route, time & date stamp, and where it is last seen allowing for an immediate investigation or response to the situation.

Rights to the user to enter the Vehicle Data for monitoring together with the source, destination, track to be followed. The formats (tentative) will be discussed and will be provided to the successful Bidder during the SRS designing. The scope of the development of the software would not be restricted to the formats made available and the user departments may modify, add and delete formats as per discussion and actual requirement.

The bidder may be required to integrate the system so developed with the existing ILMS Application as well as it has to be kept compatible to work with any other Government enterprise GIS software Application that the State may develop in future.

The details of the existing ILMS Application will be provided to the successful bidder during development phase, however, a broad understanding of the ILMS workflow, its major attributes, fields and parameters for API development is provided in this RFP for reference.

#### 18. Incident Management:

Department should be able to define own business rules based on various parameters such as speed, route, trip time, stand-by time as well as certain business profile like vehicle, breakdown scenario, short-trip, vehicle interchange etc.

Incident management is the process of managing multi-agency, multi-jurisdictional responses to disruptions. Efficient and coordinated management of incidents reduces their adverse impacts on public safety, traffic conditions, and the local economy. Incident management yields significant benefits through reduced vehicle delays and enhanced safety to motorists through the reduction of incident frequency and improved response and clearance times.

Incident management is a planned effort to use all resources available to reduce the impact of incidents and improve the safety of all involved

### **Emergency/incident management**

Emergency/incident Management shall be handled through the Fleet management. In general, the strategies for emergency/incident management will be developed at a broader organizational level, and shall involve many stakeholders.

## Emergency/incidents cover the following scenarios:

- Breakdown of vehicle or collision, requiring technical assistance or replacement
- Collision, illness or other non-criminal incident requiri ng medical support
- Assault, aggressive or security incident, requiring police/security response
- Pre-advised diversion or restriction due to road construction/repairs or other cause
- Unplanned diversion or restriction
- Weather-related events and restrictions
- Events, requiring diversions and/or additional services

For the most part, when such incidents occur, the Operations Management is achieved through the Fleet management system, and the Route Condition Monitoring

## The incident management process shall include:

- Detection
- Verification
- Motorist Information
- Response
- Site Management
- Traffic Management
- Clearance

#### This system would ideally execute following phases:

- Notification phase
- Response phase
- Recovery phase
- Restoration phase

Incident management system is envisaged to be implemented as part of which shall facilitate communication of activities internally and externally as well

- **Route Replay Module:** The route replay module should have capable the total trip details of a particular vehicles on the Map for a particular day and time period as required
- The application is very server intensive and due to the same the time taken for the complete route replay is higher
- The software shall provide controls to view the entire sequence of reported locations from the beginning of the time period or to step through the sequence incrementally forwards or backwards.
- The system shall allow replay for a single vehicle, selected set of vehicles or all vehicles on the selected map view for selected time period.
- The system shall allow selection of any time period for the historical data

## 19. Scope for Functional Testing of VTMS with GPS-Devices by successful bidder:

- 1. To demonstrate the actual functionality of the proposed VTMS, the successful bidder has to Supply, Install and Integrate 100 (+/-10%) GPS Devices in registered vehicles identified by CGM for the overall functional testing of the solution. The test run period will be for one (1) month and one month for observations and rectification of issues, if any.
- 2. To conduct the Functional Testing, the bidder shall have to arrange the required IT Infrastructure including hardware, software, database or any other components required for FAT of the developed VTMS application. On successful FAT the required hardware infrastructure for state wide roll-out shall be provided under the SDC Cloud infrastructure.
- The successful Bidder has to fit 100 GPS devices (in the vehicles identified by CGM) to test its integration with the central server. As far the acceptability of the VTMS application is concerned, CGM will accept the VTMS Application solution only after the observing and

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- approving demonstration and performance of the GPS devices being able to communicate with the central Application during the Functional Testing period of 2 months and in adherence to the SLA defined for the system.
- 4. The bidder / supplier will be required to randomly and periodically inspect the GPS devices and certify for it being tamper proof and comply with specifications. However, the physical checking & verification of the GPS-device in the vehicle will be taken place locations at CGM District Headquarters.
- 5. The bidder will be required to provide SIM for enabling GPRS on the GPS Device and will have to make payments for the periodic bill. GPRS plan taken by bidder should be such that the users shall get access to only designated site and CGM shall not pay any extra amount. The GPS device is required to hold data for the period of Functional Testing (2) months.
- 6. In case of any deviation, default in SLA or malfunctioning of GPS, it will be the responsibility of SI / successful bidder to fix and resolve the observed and noted issues within next 1 (one) month before Go-Live of the complete solution. The successful bidder has to submit the final test and acceptance certification mutually agreed.
- 7. In case of malfunctioning of GPS, the responsibility to replace lies with Implementing Agency within stipulated Time Frame.

#### 20. General Terms & conditions regarding Scope of work:

- 1. All licenses required for installation and operation of the system shall be procured in the name of CGM department.
- 2. The Bidder shall be responsible for updation and upgradation (if required) of all Software for successful operation of the Project during the Contract Period. Department would be eligible to demand free upgrades as and when they are launch within the contract period.
- 3. All the data generated during the operation period shall be the property of Department.
- 4. After the completion of the Contract, all Software and Hardware shall be handed over to Department at no cost.
- 5. All the Software, supplied/installed should be IPV6 compatible. SI should be available for IPV4 to IPV6 migration and initial support even after contract expires.
- 6. The vendor has have in place underpinned License and AMC agreements with the OSDs / OEMs for the equipment and software supplied under this project.
- 7. The Implementing Agency Should also has to deploy resources at District Headquarter Level for providing support (live Report Generation) to Department Users during operations. As part of technical bid, bidders need to specific list of resources to be deployed at district HQ and across state at CGM offices along with description of function that each resource type / numbers would own.
- 8. The Implementation Agency shall also provide requisite technical manpower at each district location considering Standbys/Relievers to ensure effective operations of the system.
- 9. The Implementation Agency shall be responsible for effectively providing training to the various Stake holders owing operations. Training needs to be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in English as well as in regional languages (preferably Gujarati).
- 10. The VTMS application should support integration with different types of Maps, GIS Maps and the required maps for route navigation (Google maps / Digital maps / Customized maps licenses) have to be provided by the successful bidder at their cost.

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- 11. The VTMS application should have open standard databases such as SQL and should also be compatible to support proprietary databases like MS-SQL, Oracle etc.
- 12. The VTMS application should be developed to support Mobile-platform and should facilitate navigation through smart-phones and tablets.
- 13. The solution should have facility to provide viewing access up to district/field level.
- 14. The software should be scalable to give the role base access to transporter, RTO other Govt. agencies, if required.

#### **B.** MIS Reports

The Bidder will be required to provide dynamic customized queries / reports based on the database generated in VTMS and live data-feeds. The Bidder will be required to configure and provide query reports based on the requirements.

The MIS dashboard shall automatically update the parameters and filters of the displayed data when the user drills down through visual elements and update the other visual elements accordingly. It shall also enable selection of filters through the visual elements and propagate selection to all visual elements in the MIS dashboard.

The MIS shall have display dashboards and reports using different visual elements including charts, maps, calendars, gauges, images, tables, visual and textual lists, and alerts.

The bidder will be required to maintain a dynamic reporting system where concerned department be allowed to create their reports for required parameters based on the available databases, i.e., provision to generate report from multiple associated databases simultaneously. The bidder is also expected to provide customized MIS reports as per requirements given under and some will be given during operational stage by CGM department:

- a. Trip report (data wise, vehicle wise): Report on the number of trips completed successfully by the vehicle carrying mineral from source to destination or to the delivery point for this each registered vehicle in ILMS would need to be mapped in the VTMS application; the destination and source points will have to be defined in the system and the trip count would be the number of times the vehicle enters the delivery point (Zone) after leaving the supply point (usually check-post at mine location).
- **b.** Vehicle Stoppages / Stationary time report: There should be facility in the report generating system to give reports on the time and navigation route taken by vehicles during the trip including stoppages and vehicle been stationary due to traffic jams enroute.
- c. Route monitoring & deviation report
- **d.** The system should generate Email and SMS alerts for trip initiation and completion events
- e. Geo-fencing violation report: The system should generate email and SMS alerts for vehicles while crossing any CGM check-posts, RTO check-posts or while entering / exiting any prohibited or specific concern zones ear-marked by CGM during the trip through geo-fencing.
- **f.** Similarly there should be a facility to notify vehicles for safe zones where the vehicles can opt to stop for necessities like fuel pumps, breakdown service points, nearby CGM offices / depots etc. according to delineated plan through geo-fencing.

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- **g.** The GPS-devices installed in the vehicle should also be able to communicate with Control Room
- h. The MIS display dashboard shall have clickable contextual information related to the metrics being viewed and allows the user to drilldown on contextual information in form of various chart types like Bar Charts, Histograms, Line Charts, Heat Maps, Pie Charts, Grids, Area Charts, Timeline Charts, Bubble Charts, Radar Charts, Scatter Plots, Doughnut Charts, Pyramid Charts etc. as required by CGM.
- i. The VTMS system shall be able to generate MIS reports for following parameters (not limited to) from the application as per the requirement:
  - a. Trip summary
  - b. Origin Destination
  - c. Speed Logs
  - d. Stoppage Logs
  - e. Day-wise summary report
  - f. Vehicle-wise summary report
  - g. Kilometer report daily monthly vehicle wise etc
  - h. Calculation of the actual distance (in Kilometers) travelled by the vehicle using the digitized map.
  - i. Fleet Summary
  - j. Vehicle Status
  - k. Speed Violation
  - I. Tamper Alert including enroute offloading alert (unless planned / intimated).

#### C. Alert Management:

#### I. SMS and Email Alerts for Notification

The system shall be able to generate and notify SMS and email Alerts in predefined and customized based as per department's requirement. Such alerts should be generated in events of over-speeding, extended idling, entering into restricted areas, deviating from pre-defined route, breakdown, emergencies etc. These alerts can be delivered to any number of authorized recipients via email and SMS:

- Vehicle tracking module should be integrated with map engine to provide various features such as display of multiple layers of GIS data, user selection for various data layers, zooming, panning, selection, dynamic display, identify and other required features.
- No Activity Alert: Email and SMS alert shall be generated according to specifications, if the vehicle stops at a specific location for a specific time lower time in zone of special concern and higher time elsewhere. Such alerts will be generated when a vehicle stops more than stop over time as defined by dept and in case of diversions where the vehicle is deviating from pre- defined Routes. The alerts should be escalated as per time and designed hierarchy and stakeholders identified by department upto the field level when Control Room stops receiving data from GPS-devices beyond a pre-defined time.
- Over speeding alert: When vehicle exceeds the pre-set speed threshold
- **Geo-fencing alert:** When vehicle arrives at or departs from a specified location. Email and SMS alerts to specified numbers / email-ids should be generated when the vehicle enters and leaves their jurisdiction

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- Idling Alert: Email and SMS alerts in the events when the GPS unit gets cut off from the vehicle battery or the GPS-signal is obstructed due to some action of tampering with the GPS-device or when vehicle is in an idle situation (Engine On, not moving), vehicle battery voltage falls below pre-set threshold etc. events beyond a pre-defined time period.
- **a.** All of the above is in addition to the real time GPS based display of the location, direction, speed etc. of the vehicle and a 365 days history logs (System should have provision of archiving data post 90 days) of the track followed that can be saved separately.
- **b.** It is assumed that the entire route of a vehicle is covered by GPS and geo-fencing and is under covering of mobile network. But there might be some parts of the route where there is no network coverage. So the system must work in off-line mode too for these areas and will provide the data once the vehicle enters in the network coverage and GPS zone.
- c. In case if the GPS devices is not able to connect on GPRS but signals are present then it should send SMS / email alert in defined interval (as decided by CGM department) to Central Server / Control Room along with details such as its coordinates, vehicle number as well as other monitoring parameters so that the vehicle can still be traced by Control Room. It should be possible to send SMS from Control Room to any vehicle, and get the details from the vehicle which are required to monitor the vehicle.
- d. The application should facilitate storage of Events, Logs and Incidents for 90 days.
- **e.** Multiple reports can be generated in customized format with facility of Graphic displays for reports and queries.

#### II. Facility to define business rules and accordingly generate alerts such as:

- Whenever a vehicle crosses or enters a specified geo-fence e.g. a vehicle has entered/ exited
- Over speed alert
- Route deviation alerts- if vehicle deviate from the route assigned to the vehicle.
- System should have the capability to raise alerts for vehicle movement based on various conditions such as duration of stay outside the geofence.
- Whenever a vehicle deviate from a defined geo fence, where it is scheduled to
  operate such as a route based geo fence from which vehicle stay out and then
  comes back (for monitoring the plying of vehicles on route based mines vehicle)
- Whenever a vehicle enters a prohibited geo fence
- To track a vehicle when it moves from one location to another.
- Whenever the vehicle moves out of his designated boundaries, system should have capability to generate the alert while the vehicle will always be visible on the home CCC and also show the vehicle location in the visiting city's
- Vehicle tracking module should be capable of creating and assigning the dynamic route created between 2 points to a vehicle and track the movement of vehicle against the route.
- Facility to add new vehicles and new On-board devices in the system
- Vehicle tracking module should be integrated with map engine to provide various features such as display of multiple layers of GIS data, user selection for various data layers, zooming, panning, selection, dynamic display, identify and other required features.
- Management of geo-fences to map the permitted route/area for the various vehicles

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- The other requirements including business rules creation, reporting, alert management, user administration, device parameter configuration etc.
- System should be able to keep separate records of emergency instances and integrate / correlate the tracking and emergency instances together

### D. Desired Features and Specifications of the GPS-device System

The bidder should develop the VTMS application considering the basic features of GPS device systems as given under. However, these are only some basic expected features, and the bidder shall not keep the functioning of VTMS application limited to these features and shall develop a robust application considering the application's compatibility, scalability and interoperability with existing and advanced upcoming technologies.

- a. The bidder shall provide generic, standard and technical specifications of the compatible GPS-Devices / Kits available in the market along with the VTMS solution.
- b. The GPS device must be interoperable between different Licensees if the vehicle is available on more than one on-demand transportation technology platforms.
- c. The GPS device kit must be equipped with a physical emergency or SOS button which will enable the driver to contact or telecast a SOS signal to the Control Room and relevant stakeholders
- d. The GPS device should be fitted in such a way that it cannot be tampered, removed or damaged.
- e. In case of any attempt of tampering or damaging the GPS device, the system must immediately generate an Auto Call, SMS and email alert to Control Room
- f. The system should be able to generate accident, breakdown or harsh breaking alerts
- g. The system should have the facility to interconnect the voice kit for two-way communication
- h. It should have an internal memory that will store events in case the connectivity is not available or lost with the Control Center. As soon as the connectivity is available it should connect on the Central server immediately.
- Indiacative Users are 250 out of which 10 will be Admin users. All users may be considered for concurrency.
- Training to all the department users (XXX)
  - o Approx.250 number of users for training i,e. 10 batches of 25 users
  - o Bidder has to provide training to single location, Ahmedabad / Gandhinagar.
  - o Department will provide the necessary space for training.
  - o Initially, the training will be for one time. However, refresher training shall be arranged 4 monthly, if required.
  - Duration: 2 days (4 hours per day)
- System Software and Database Software required for running of the application:

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The bidder shall be responsible to provide the system software, Database or any other software and plug-ins required to run the application. The delivery of licenses for such software shall be considered after successful FAT of the developed Solution. However, the required hardware/Computing infrastructure will be provided by the CGM in SDC after successful FAT. The specification of the required hardware/Computing infrastructure shall be provided by the bidder in the format as under which will be evaluated by competent technical team and provided by CGM under SDC.

Sr. No.	Item	Make Model	&	Technical Specifications	Quantity	Remarks (If any)

# Time limit to complete the work: 6 months

# Operation and Maintenance support includes (1 year warranty post Go-live + 4 years O & M support)

- ✓ O & M Support, the Selected Bidder would be required to deploy the appropriate Key Team members onsite consisting of Project Manager, Solution Architect, software developer and Business Analyst etc. as per the needs of the project.
- ✓ All change request during contract period without any additional cost
- ✓ The Service Provider shall Bug Fixing, Enhancement, Modification and Capacity Building, debug and fix the operational problems, perform error handling while running the Application during O & M at no additional cost. The Service Provider shall generate additional reports and modify existing reports as per requirement
  - Debugging & fixing of problems arising in the running applications.
  - Tuning and code changes for optimal performance.
  - Enhancement/modification in modules as change in business rules.
  - Data Validation/correction
  - Fix the operational problems
  - Perform error handling while running the application.
  - Backup data
  - Reports
  - Training

# 3.5. Proposed timelines for Implementation

Activity	Timelines	Deliverables
	(in Months)	
PI	hase I – Design and D	evelopment
Project Initiation and Team	Т	Detail Project Plan Submission
Mobilization		Detail of Resource Profile Submission
Completion of Design,	T + 4 Months	AS-IS report Submission
Development and Coding of application solution including		Business Process Re-engineering Report     Submission
integration of existing application		
integration of existing application		To-Be report (For all the modules already developed by other agencies and also the
		service identified in the Conceptualization
		report) Submission
		Functional Requirement specification
		Submission
		Software Requirement Specifications
		Report Submission
		Architecture and DB design Report
		Submission
Functional Testing HAT and	T + 2 Months	Deployment Plan Submission
Functional Testing, UAT and Training to staff (For applications	1 + 2 Months	Functional Testing,     Final Test and Assemble Contificate
developed by the SI along with GPS		<ul><li>Final Test and Acceptance Certificate</li><li>Test Cases</li></ul>
Device testing)		<ul><li>Test Cases</li><li>Test Reports</li></ul>
Sevice testing)		UAT Sign-off Certificate
		Training to Staff
		Delivery of system Software and
		Database licenses for actual roll-out
		across the State after successful FAT
Go-Live		Certificate of successful integration and roll
		out
	Operation and Main	ntenance Support after Go-Live
Warranty support post Go-Live	1 year	On call support for the applications
Operation and Maintenance	4 years	Monitoring Framework, Escalation Reports,
Support after Go-Live for all		Reports with details of Support / Warranty
applications developed		Activities carried out. The frequency of these
		reports will be notified later

Note: T - Date of Award of Contract.

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# 5. SECTION V: PAYMENT TERMS

# 5.1. Payment Schedule

Sr.	Activity	Payment (%)
No.		
1	Application Development as per item no. 1 of Financial Bid	
	Acceptance of User Requirement Specification of application	15% payment will be released
	Successful Commissioning of software on user's platform including integration with existing ILMS	35% payment will be released
	Submission of report from EQDC and Security audit clearance certificate and user's manual (Operational Manual) of overall system	15% payment will be released
	All the modules fully functional & the systems Goes Live	20% payment will be released
	After completion of application support for one year including change request & bug fixing, if any.	15% payment will be released
2	GPS-Devices (100 nos.) and other charges like SIM, Data and	l fitment
	Inspection of the supplied Goods & its delivery	50% payment will be released
	Successful completion of installation at identified vehicles	30% payment will be released
	After successful completion of Functional testing & Integration Testing	20% payment will be released
3	System software, Database etc as per item no. 2 of Financial successful FAT)	Bid (To be delivered after
	License Cost	
	Inspection of the supplied Goods & its delivery	80% payment will be released
	Successful completion of installation at site	10% payment will be released
	After project go-live	10% payment will be released
	AMC /ATS for further period of five years	
	AMC/ATS of System software, Database etc	Will be paid yearly in advance on successful renewal of AMC/ATS

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4	Manpower support for period of 5 years as per item no. 3	Will be paid Quarterly
	of financial bid	after the end of each
		quarter.
5	Operational and Maintenance support for period of 4 years	Will be paid Quarterly
	for application development after completion of warranty	after end of each quarter.
	support of one year as per item no. 4 of financial bid.	

## 5.2. Payment Terms

- 5.2.1. The CGM shall certify actual implementation. The SI has to ensure proper handholding & support of the system.
- 5.2.2. Vendor / Service Provider shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule & submit the invoice to CGM.
- 5.2.3. CGM shall verify the Invoices raised against the milestone achieved & shall release the payment.
- 5.2.4. CGM reserves the right to legally keep the payment on hold (indefinitely till quality restores) subject to dissatisfaction of the quality been delivered against the agreed upon deliverables of each milestone.
- 5.2.5. The SI's request(s) for payment shall be made to CGM along with the 2 original copies of invoice and necessary supporting documents / reports. The invoice should be in English.
- 5.2.6. Payment shall be made in Indian Rupees. The Payment will be subject to deductions like TDS etc. as applicable.

# 6. Manpower Proposition

The bidder should propose the details of manpower required with each specific skill set as mentioned below. The bidder should also attach CVs of personnel mentioned. CVs for each to be presented as part of the response who would be available to CGM for this project. The no. of manpower required given below is indicative. However, bidder may propose the manpower based on the actual requirement to meet the SLA requirements.

Sr.	Location	Proposed manpower	Indicative manpower	Experience
No.			required	
1	CGM Head Office / Control Room	Project Supervisor / Dy. Project Manager	1	More than 10 years of experience in IT Sector and Should have handled at least 5 integrated IT projects  B.E.IT/CE/EC/M.Sc. (IT) or MCA + MBA (preferred) through recognized University/ Technical Institutes with minimum First class
		Sr. Software Engineer	1	- Preferably PMP/Prince2 Certified  More than 6 years of experience in IT Sector and Should have handled at least 3 integrated IT projects B.E.IT/CE/EC/M.Sc. (IT) or MCA through recognized University/ Technical Institutes with minimum First class
		Help Desk Support Engineer	2	More than 3 years of experience in IT Sector and Should have handled at least 2 IT projects Diploma / B.Sc. in IT /CE from any recognized University with minimum First class

#### 7. SECTION VI: SERVICE LEVEL AGREEMENT & PENALTY CLAUSE

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SI to CGM for the duration of the contract for providing Applications, Training, Maintenance and Warranty support against the stated scope of work. CGM shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA.

#### 7.1. Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings as set forth below:

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to CGM and users. Uptime, in percentage, can be calculated as:
   Uptime % = (uptime) / (Total Time Maintenance Time) \* 100
- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to CGM and users and excludes the scheduled outages planned in advance for the CGM.
- "Incident" refers to any event / abnormalities in the functioning of CGM specified services that may lead to disruption in normal operations of CGM services.
- "Response Time" shall mean the time taken (after the incident has been reported at the concerned reporting center), in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: The resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

# 7.2. Categories of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SI shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SI shall be reviewed by CGM against this SLA. The SI shall:

- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

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The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

# 7.2.1. Implementation related penalty of service levels

# 7.2.1.1. Development/Customization of Application Solution

These SLAs shall be strictly imposed and a software audit/certification shall be carried out at the sole discretion of CGM for certifying the performance of the applications against the target performance metrics as outlined in the table below:

Service Category	Target	Severity	Penalty
Successful design and development of completion of the application solution.	As per delivery Schedule	Critical	A Penalty of 1% of contract value of Software development cost per week delay max. upto 5 weeks (Ref. Item no. 1 of Financial bid).
Functional Testing of GPS-Devices & UAT of all the modules.	As per delivery Schedule	Critical	A Penalty of 1% of contract value of Software development cost per week delay max. upto 5 weeks (Ref. Item no. 1 of Financial bid).
Product Training & Handholding Support of application.	As per delivery Schedule	Medium	A Penalty of 1% of contract value of Software development cost per week delay max. upto 5 weeks (Ref. Item no. 1 of Financial bid).
Commissioning & Go- Live	As per delivery Schedule	Medium	A Penalty of 1% of contract value of Software development cost per week delay max. upto 5 weeks (Ref. Item no. 1 of Financial bid).

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of CGM. If delay exceeds maximum delay of 5 weeks at the particular milestone, CGM may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited. The successful bidder will be further blacklisted from participation in future government contracts.

The SLA applicable after the implementation shall be purely measured on the availability of the services at site.

# 7.2.1.2. SLA for Functional Testing of GPS-Devices with proposed VTMS Solution

**Delay in delivery & Installation:** A penalty of 1% of total value of item no. 2 per week will be levied in case of delay in delivery & installation, max. upto 2 weeks. Partial delivery & installation will also be considered as delay.

Non-functioning of GPS devices or other related services: A penalty of 1% of total value of item no. 2 per week will be levied in case of non-functioning, max. upto 2 weeks. Partial delivery & installation will also be considered as delay.

# 7.2.2. Operational Related Penalty

# 7.2.2.1. For Software Uptime

SI. No	Measurement	Target	Penalty
1	Product Availability  Downtime required for maintenance, new initiatives undertaken by SI or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Any planned shutdown will be done only between 11:00 pm and 5:00 am.		INR 1,00,000 for every 10 hours of downtime at a stretch or in parts on a quarterly basis.  And INR 80,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 10 hours on a quarterly basis.

# 8. SECTION VII: ROLES & RESPONSIBILITIES OF STAKEHOLDERS

It is suggested that this project would require a 2 tier structure to be followed with CGM at the top tier being assisted by various committees. The SI would be the 2nd tier providing a complete support system for successful execution of this project. However the final decision in this regard rests with the CGM on level of engagements for SI.

## 8.1. Office of the commissioner of Geology & Mining (CGM)

- Receive and appraise proposals / suggestions from the SI for project implementation
- To form Project Management Group (PMG) for monitoring the implementation program across the State.
- Ensure that the SI conducts a detailed BPR exercise while developing and implementing the automated system.
- Assist in Organizational capacity building.
- Monitoring implementation, consolidation and approvals of AS-IS, BPR, Products, Case studies etc.

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- Identify the pilot departments/districts/offices and approve the project report for taking up the Phase I for project implementation.
- Define the services/modules for Pilot project implementation as prescribed in the selection criteria
- To enter into necessary agreements with SI for defining service levels for identified services, ensuring service level adherence, implementation and sustainability of the pilot project and subsequent state wide rollout.
- Work as driver for policy, regulatory and other relevant changes.
- Providing Financial Support as per the project requirements.
- Assist in providing Infrastructure and other support to the SI
- To organize for data entry of service records of all the employees

# 8.2. SI/Bidder:

- Provide close tie-ups with all the stakeholders in the Project at all levels, including field level.
- Provide commitment and support to bring-in the process changes.
- Work closely with the different department officials, field agents, support agencies etc. to undertake the field work, comprehend the requirements, document the observations and redesign the processes by doing BPR of government administrative processes.
- Help build capacity for the staff and executive resources at all levels, by providing necessary training and undertaking awareness campaigns. CGM and GIL would also work closely with the Total Solution Provider for developing and customizing the software and implementing the technical solutions.
- To provide services, IT resources, and capacity building for creation of ecosystem for high adaptability of backend computerization and e-Governance initiatives as per departments vision.
- Coordinate and facilitate interactions between the various stakeholders like CGM, Administration officials, other instrument bidders and GIL, through its project coordinators and mobile teams.
- Preparation of Project Framework, including aspects like scalability, security, manageability and integration features.
- Submit suggestions on Business Process Reengineering (BPR).
- Carrying out the field study in order to understand the requirements of the citizens, existing delivery mechanism, levels of interfaces with the Governments, the impediments and difficulties in accessing the services and information.
- Designing an efficient and effective end to end service delivery process.
- Understanding the capacity building requirements and help create a facility for development of capacity.

For additional Details on the Roles and Responsibility of the SI please refer to Scope of work section III.

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### 9. SECTION VIII: GENERAL TERMS & CONDITIONS

#### 9.1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the CGM shall be final and binding on the SI.

## 9.2. Relationship between parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'CGM' and 'the SI. The SI subject to this contract for selection has complete charge of personnel, if any, performing the services under the Project executed by CGM from time to time. The SI shall be fully responsible for the services performed by them or on their behalf hereunder. CGM will allocate work/assignment to the SI.

### 9.3. Standards of Performance

The SI shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The SI shall always act in respect of any matter relating to this contract as faithful advisor to CGM. The SI shall abide by all the provisions/Acts/Rules etc of Information Technology prevalent in the country as on the date of the requirements and design submissions. The SI shall conform to the standards laid down in RFP in totality.

#### 9.4. Delivery and Documents

As per the time schedule agreed between parties for specific projects given to the SI from time to time, the SI shall submit all the deliverables on due date as per the delivery schedule. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contact, all the documents prepared by the SI under this contract shall become the exclusive property of CGM. The SI may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from CGM. CGM reserves right to grant or deny any such request.

# 9.5. SI Personnel

The SI shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specified project as assigned by CGM. This is a specialized domain of 'e Governance' and it is desirable from the SI to deploy the personnel, who have adequate knowledge and experience in the domain related with this project. It is mandatory that the SI shall hire the services of domain Specialists, to work on the Project effectively.

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### 9.6. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat

#### 9.7. Use of Contract Documents and Information

- 9.7.1. The SI shall not, without CGM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the SI in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend to only as far as may be necessary for purposes of such performance.
- 9.7.2. The SI shall not, without CGM's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 9.7.3. Any document, other than the Contract itself, shall remain the property of CGM and shall be returned (in all copies) to CGM on completion of the SI's performance under the Contract if so required by the CGM.

# 9.8. Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language. All submissions/documentations/manuals/codes shall be in English only except the user manual.

## 9.9. Intellectual Property Rights

- 9.9.1. Deliverables created by Bidder specifically for CGM, Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of CGM, the ownership of the Application solution and the source code will solely lie with CGM, Government of Gujarat.
- 9.9.2. While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
- 9.9.3. The software licenses supplied by Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to CGM for the entire period of contract, in case of product. All the licenses and support should be in the name of CGM from the date of procurement.
- 9.9.4. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof Request for Proposal (RFP), the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and CGM is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. CGM will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse

### 9.10. Exit Management Plan

- After completion of 3<sup>rd</sup> year of Maintenance, CGM shall identify and propose its Information Technology operations team to take over the Application maintenance activities from the Service Provider (SP).
- The SP shall create a detailed plan for Capacity Building required at CGM to manage the application and a Transition Plan (implemented over a minimum period of 1 year) to affect the handover to CGM; and implement the same in collaboration with the CGM before the completion of their engagement.
- The SP shall handover all the documents, source codes to CGM IT Team during the 4<sup>th</sup> year of operations. This will include training and transfer of Intellectual Property, Knowledge Transfer related to maintenance as per CGM's requirement
- In case if CGM fails to identify and provide adequate IT Team members for taking the handover of Application Maintenance, then based on mutual agreement, the Application Maintenance contract may further be extended.

### 9.11. Inspection/Testing

#### **9.11.1. Application:**

- a) CGM or its representative shall have the right to inspect and/or to test the software or work of the SI to confirm their conformity to the Contract specifications at no extra cost to the CGM.
- b) As per Govt. Of Gujarat circular dated 10<sup>th</sup> March 2006, the CGM applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by CGM at the cost of SI. The SI must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC are as mentioned below:

Functional Testing
Stress/Load testing
Performance testing

# 9.11.2. Application Security Audit:

In addition to inspection & testing, the SI shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SI and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.

- a) The SI must submit the test results to CGM.
- b) Should any inspected or tested software fail to conform to the specifications, the CGM may reject the software and the SI shall either replace/redevelop the

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- rejected software or make alterations necessary to meet specification requirements free of cost to CGM Without any quality compromise on quality of technical, performance and security aspects.
- c) CGM's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by CGM for its representative prior to the software deployment.
- d) No clause in the RFP document releases the SI from any warranty or other obligations under this Contract.
- The inspection of the working of the developed software shall be carried out e) to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete With requisite integration and no missing modules/sections will be allowed. The SI shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of CGM, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after CGM is satisfied with the working of the software on the, the acceptance certificate of CGM will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- f) Before the Application modules are taken over by CGM, the SI shall supply operation manuals and SI Testing Report. These shall be in such details as will enable CGM to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to CGM.

### 9.12. Suspension

CGM may, by written notice to SI, suspend all payments to the SI hereunder if the SI fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

- 9.12.1. Shall specify the nature of failure.
- 9.12.2. Shall request the SI for remedy of such failure within a period not exceeding thirty (30) days after receipt by the SI of such notice of failure.

# 9.13. Termination

Under the Contract, CGM may, by written notice terminate the SI in the following ways:

- 9.13.1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
- 9.13.2. Termination for Convenience: CGM by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of

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termination shall specify that the termination is for CGM's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.

- 9.13.3. The software that is complete and ready for rendering / deployment within 30 days after the SI's receipt of notice of termination shall be accepted by CGM at the Contract terms and prices. For the remaining services, CGM /GIL may elect:
  - a) To have any portion completed and delivered at the Contract terms and prices; and/or
  - b) To cancel the remainder and pay to the SI an agreed amount for partially completed software and for software previously procured by the SI.
- 9.13.4. Termination for Insolvency: CGM /GIL may at any time terminate the Contract by giving written notice to the SI, if the SI becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CGM/GIL.
- 9.13.5. In all the three cases termination shall be executed by giving written notice to the SI. Upon termination of the contract, payment shall be made to the SI for:
  - a) Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
  - b) Any expenditure actually and reasonably incurred prior to the effective date of termination
- 9.13.6. No consequential damages shall be payable to the SI in the event of such termination.

#### 9.14. Termination for Default

- 9.14.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:
- 9.14.2. if the bidder fails to deliver any or all of the product as per the delivery schedule including installation, Final acceptance test & commissioning mentioned in the bid, or within any extension thereof granted by the Purchaser or
- 9.14.3. if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
- 9.14.4. If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

### 9.15. Fraud & Corruption

CGM requires that SI selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CGM:

- 9.15.1. Defines, for the purposes of this provision, the terms set forth as follows:
  - a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CGM or any personnel of Department in contract executions.
  - b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to CGM, and includes collusive practice among bidders (prior to or after Proposal submission)

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- designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CGM of the benefits of free and open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the CGM in Section 3.
- d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- 9.15.2. Will reject a proposal for award, if it determines that the bidder recommended for award by CGM to having been engaged in corrupt, fraudulent or, unfair trade practices and coercive practices.
- 9.15.3. Will declare a SI ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the SI has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.

#### 9.16. Force Majeure

- 9.16.1. Notwithstanding anything contained in the RFP, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 9.16.2. For purposes of this clause "Force Majeure" means an event beyond the control of the SI and not involving the SI's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the CGM regarding Force Majeure shall be final and binding on the SI.
- 9.16.3. If a Force Majeure situation arises, the SI shall promptly notify to the CGM in writing, of such conditions and the cause thereof. Unless otherwise directed by the CGM in writing, the SI shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# 9.17. Payments in case of Force Majeure

9.17.1. During the period of their inability of services as a result of an event of Force Majeure, the SI shall be reimbursed for additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period. During this services restoration period, SI shall not be eligible for agreed upon contract payment terms. The contract payment terms shall be brought into effect once SI restores delivery of contractual based services to CGM.

#### 9.18. Termination for Insolvency

9.18.1. The Department may at any time terminate the contract by giving written notice to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. Bidder agrees to handover all requisite data in terms of code, documents, etc. along with requisite to CGM identified team in this case.

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### 9.19. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

#### 9.19.1. Amicable Settlement

Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the Schedule of Requirement, the clauses of payments etc. In such a situation disputes arising between parties are out of contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then clause8.18 shall become applicable. Amicable settlement clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees.

# 9.19.2. Resolution of Disputes

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees. Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of any contraventions, security and confidentiality breaches.

# 9.20. Arbitration

9.20.1. Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.

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- 9.20.2. The decision of the majority of arbitrators shall be final and binding upon both the parties.
- 9.20.3. All arbitration awards shall be in writing and shall state the reasons for the award.
- 9.20.4. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

#### 9.21. Contract Period

The contract period is of 8 years. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 5 Years. The SI agrees that in any case SI shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance And other professionally undesirable circumstances..

#### 9.22. Agreement Amendments

No variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. However, Department shall, as the situation warrants, in consultation and agreement with bidder shall make major additions to the scope and agree for suitable payments. SI needs to agree upon the time frame set by CGM for implementation of amendments.

# 9.23. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

### 9.24. **Severability**:

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

# 9.25. Maintenance service including Warranty Support:

Free maintenance services including Warranty support shall be provided by the Bidder during the contract period without altering the terms.

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### 9.26. Taxes and Duties

The SI shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, GST, CST, Income Tax, duties, fees, levies, etc.) on amount payable by CGM under the contract. The SI shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

The billing should be done in Gujarat only.

# 9.27. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar/Ahmedabad of Gujarat only.

### 9.28. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

# **10. SECTION: IX ANNEXURES**

# 10.1. FORM: Performance Statement

For each project, please provide a profile, based on the following template. The profile for single project must not exceed one page.

Sr. No.	Information Sought	Details
	Customer Information	
1	Customer Name	
	Name of the contact person from the client	
	organization who can act as a reference	
	with contact coordinates	
	Name	
2	Designation	
	Address	
	Phone Number	
	Mobile Number	
	Email ID	
	Project Details	
3	Project Title	
4	Start Date / End Date	
5	Current Status (In Progress / Completed)	
6	Number of responding firm's staff	
	deployed on this project (peak time)	
	Value of the Project	
7	Order value of the project (in rupees lakhs)	
	Narrative description of project: (Highlight	
8	the components / services involved in the	
	project that are of similar nature to the	
	project for which this Tender is floated	
	Description of actual services provided by	
	the responding firm within the project and	
9	their relevance to the envisaged	
	components / services involved in the project for which this RFP is floated	
	Description of the key areas where	
10	significant contributions are made for the	
10	success of the project	
	Order Copies & Performance Certificate	
11	received from Client is attached with this	
	statement	

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# 10.2. FORM: Project Team

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

Sl. No.	Proposed Role	Number of Resources	Area of Expertise	Key Responsibilities

# **CV for Professional Staff Proposed**

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

Sr. No.	Description	Details
1	Name	
2	Designation	
3	Role proposed for	
4	Current responsibilities in the responding firm	
5	Total years of relevant experience	
6	Years of experience with the responding firm	
7	Educational qualifications:	
	Degree	
	Academic institution graduated	
	from	
	Year of graduation	
	Specialization (if any)	
8	Professional certifications (if any)	
9	Professional Experience details (project-wise):	
	Project name	
	Client	
	Key project features in brief	
	Location of the project	
	Designation	
	Role	
	Responsibilities and activities	
	Duration of the project	
10	Covering Letter: Summary of the Individual's experience which has	

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direct relevance	to	the	project
(maximum 1 page)			

Each CV must be accompanied by the following undertaking from the staff member:

### Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]
Date:
(Authorized Signatory)
Name:
Designation & Authority:
Place:
Date:
Stamp:
Company Name:
Business Address:

# 10.3. FORM: Financial Bid

# **Financial Bid Format**

Sr.	Description	Qty.	Unit	Total
No.		A	Rate(Rs.)	Amount (Rs.) C= A*B
	Part 1: Cost of Design Development of GPS based	1	В	C-AB
		1		
	Vehicle Tracking & Monitoring System (VTMS),			
	Integration of Existing Applications, Integrated			
1	Management Information System (MIS) and Decision			
	Support System (DSS), Training etc as defined in			
	scope of work in this RFP (Component wise break up			
	including 1 year warranty support post Go-live).			
	Charges for GPS-Devices kit (100 nos.) including	100		
2	internet enabled SIM in the identified vehicles for			
	Functional Testing of VTMS application.			
	Part: 2 License Cost of System Software, Database as	1		
3	proposed by bidder as mentioned <b>including</b>			
	AMC/ATS for five years.			
	Total charges for Technical Manpower resources	9		
	deployed at Central location Control Room for			
4	remotely handholding support (3 persons in 3			
	shifts=9 persons) for five years from the date of Go-			
	live			
	Part 3: Cost of Operation and Maintenance support	1		
5	including Change requests for Application for four (4)			
	years of O&M after one (1) year of warranty period.			
	Grand Total (Rs.)			

# Note:

- Taxes are extra as applicable at the time of invoicing.
- The cost of the above parts should be matched with the breakup of each component mentioned in Part.

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Part 1: Design, Development, Implementation & Testing of VTMS with GPS-Devices

SI.	Item Description Original	Total Man- month Efforts	Rate per man- month	Tax (Rs.)	Total amount (Rs.)
		Α	В	С	D= A* [B+C]
. 1	Conceptualization, As-Is				
	Scenario, BPR and To-be				
	Scenario in line with Scope of				
	Work given in this RFP and				
	subsequent User				
	Requirement Specifications				
	and Web portal requirements				
. 2	Finalizing URS, SRS for VTMS				
	application, its integration				
	and Web portal requirements				
. 3	Design, Development and				
	Coding including VTMS				
	application, its integration				
	and Web portal requirements				
. 4	Functional Testing of VTMS				
	with delivery & fitment of 100				
	nos. of GPS devices / Kits, UAT				
	and Training of overall system				
. 5	One Year Warranty Support				
	after Go-Live				
			Tot	al Amount(Rs.)	

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Part 2: AMC/ATS Charges

SI.	Item system software, Database etc	Per unit Onetime cost	Req.	AM	AC/ A	tTS co	ost (F	Rs.)	Total Cost with out tax (Rs.)	Total Tax
	Database etc	without	Nos.)	Yr.	Yr.	Yr.	Yr.	Yr.	`	(Rs.)
		tax (Rs.)		1	2	3	4	5		
		Α	В	С	D	E	F	G	H = B *	I
									[A+C+D+E+F+G]	
1										
2										
3										
4										
5										
	Total Amount(Rs.)									

Part 3: Cost of Operations and Maintenance of Software Solution including Technical support etc for the period of five (5) years

Sr.	Manpower requirement	Total Man month Efforts			n of the yea od of one y		Total Cost with out tax (Rs.)
			Y1	Y2	Y3	Y4	
		Α	В	С	D	E	F=A×(B+C+D +E)
1.							
2.							
3.							
4.							
		otal Amount					

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# 10.4. FORM : Self-Declaration

# (TO BE SUBMITTED PHYSICALLY)

# AFFIDAVIT

	(To b	e submitted IN ORIGIN		n-Judicial Stamp Paper of R lagistrate/ Notary public)	s 100/- duly attested by First Class
I/We,			, age	years residing at	in capacity of
		M/s			hereby solemnly affirm that
pages	of the Tend		ad careful	•	erms & Conditions laid down on all the by me which are completely acceptable
		nitted following Certificerms & Conditions of th		cuments for T.E. as require	d as per General Terms & Conditions as
	Sr. No.	Name of the Docume	nt		
	2				
withdr	awn I cand	elled by the issuing aut	hority.  me that	the tender is liable to be re	nd current as on date and have not beer ejected if on scrutiny at any time, any of re found to be invalid I wrong I incorrect
	•	ricated I expired or hav			G
				d the original Certificate the tender as well as at an	Permission   Documents   Permits for time asked to produce.
					Proforma" (wherever applicable) as wel t in to rejection of the tender.
year) b	y any Gov		State Gov	ernment I Government of I	ee years (excluding the current financia ndia I Board I Corporation I Government
permis chrono	ssions I pe ology) in w	rmits I affidavits I infor which they are suppose	rmation e	tc. from every aspect and	the enclosed documents I certificates the same are enclosed in order (i.e. in re given on each submitted document marker pen" as required.
The ab	ove certifi	cates/ documents are e	enclosed s	eparately and not on the P	roforma printed from tender document
		, which is issue	ed on the	e name of	en by the Income Tax Department is [Kindly mention here
either	name of th	ne Proprietor (in case o	f Propriet	or Firm) or name of the ter	ndering firn;1, whichever is applicable].
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II We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

I / We have physically signed &stamped all the above documents along with copy of tender documents (page no. ---- to -- ).

II We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .

I / We hereby commit that we have paid all outstanding amounts of duesItaxesIcessIchargesIfees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified

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ace:		(Signature and seal of the Not	tary)
		Circulations and social of the New	
ite:		Stamp & Sign of the Tenderer	
latever stated above is true and	correct to the best of my ki	iowicage and belief.	
natever stated above is true and	correct to the hest of my kr	nowledge and helief	
mentioned above, the decision	of Tender Committee for dis	qualification will be accepted by	y us.

# Format of Earnest Money Deposit in the form of Bank Guarantee

	ank Guarantee No. Pate:
To, DGM (Technical) Gujarat Informatics Limited 8th Floor, Block -1, Udyog Bhavan, Sector - 11, Gandhinagar - 382017 Gujarat, India	
Whereas (here submitted its bid dated in response to the Tender is modems on behalf of Department of Science & Technology, Gampresents that WE	no: HWT041215322 for Purchase of ndhinagar KNOW ALL MEN by these
(hereinafter called "the Bank") are bound unto the validity of BG"), to Gujarat Informatics Limited in the sum of well and truly to be made to Gujarat Informatics Limited , the B assigns by these presents. Sealed with the Common Seal of the sa	( hereinafter called" date of for which payment Bank binds itself, its successors and
THE CONDITIONS of this obligation are:	
<ol> <li>The E.M.D. may be forfeited:         <ul> <li>a. if a Bidder withdraws its bid during the period of bid b.</li> <li>b. Does not accept the correction of errors made in the c. In case of a successful Bidder, if the Bidder fails:</li></ul></li></ol>	tender document; e time limit stipulated by purchaser oned above or t practices.
We undertake to pay to the GIL/Purchaser up to the above amoundemand, without GIL/ Purchaser having to substantiate its demand. Purchaser will specify that the amount claimed by it is due to it the abovementioned conditions, specifying the occurred conditions.	d, provided that in its demand GIL/owing to the occurrence of any of
This guarantee will remain valid up to 9 months from the last undertakes not to revoke this guarantee during its currency OWNER/PURCHASER and further agrees that if this guarantee is agreed between bidder & owner/purchaser, the guarantee shall provided that a written request for such extension is received guarantee.	without previous consent of the extended for a period as mutually be valid for a period so extended
The Bank shall not be released of its obligations under these presonance of the presonance of the matters areason or any other acts of omission or commission on the part of other indulgence shown by the OWNER/PURCHASER or by any other	foresaid or any of them or by the OWNER/PURCHASER or any
The Bank also agree that the OWNER/PUCHASER at its option Guarantee against the Bank as a Principal Debtor, in the first in the SELLER and not withstanding any security or other guarantee have in relation to the SELLER's liabilities.	nstance without proceeding against
Dated at on this day of	_2016.

Request for Proposal: VTMS Application	Commissioner of Geology & Mining
Signed and delivered by	
For & on Rehalf of	

Name of the Bank & Branch & Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2014/570/DMO dated 01.04.2015 issued by Finance Department or further instruction issued by Finance department time to time.

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#### PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp A	ct)	
Ref:	Bank Guarantee No	).
_	Date:	
To		
Name & Address of the Purchaser/Indenter		
Dear Sir,		
In consideration of Name & Address of		
Gandhinagar (hereinafter referred to as the		
unless repugnant to the context or meaning	•	
assigns) having		
having		
having	Timeipai	(hereinafter referred to as the
"SELLER" which expression shall unless re		•
their respective successors, administrate		
by issue of Purch		
issued by Gujarat Informatics Ltd.		
OWNER/PURCHASER and the same having		
CONTRACT for supplies of materials/equ		
and the SELLER having agreed to provide		
for faithful performance of the aforeme		
OWNER/PURCHASER,		having Head Office at
(hereinafter referred to as the 'Bank' which		
meaning thereof include successors, adm		•
guarantee to undertake	to pay	the sum of
Rs(Rupees on demand at any time up to		nee to the SELLED Any such
demand made by the OWNER/PURCHAS	FR on the Rank sha	all be conclusive and hinding
notwithstanding any difference between Tril		- C
notwinistanding any difference between 1110	sundis, intolliator of	any other additionty.
The Bank undertakes not to revoke this guar		
of the OWNER/PURCHASER and further a		
continue to be enforceable till the OW	NER/PURCHASER	discharges this guarantee.

of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

Name of the Bank & Branch & Its official Address

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding	anything	contained	herein	above	our	liability	under	this	Guarant	ee is
restricted to Rs.			_ (Rupe	es					) and it	shal
remain in force u	p to and	including _			8	and shall	be ext	ende	d from ti	me to
time for such per	iod as ma	ay be desire	ed by the	e SELLI	ER o	n whose	behalf	this	guarante	e has
been given.										
				_	_					
Dated at		_ on this _		_ day o	of		2016	<b>i</b>		
Signed and delive	ered by									
	,									
For & on Behalf of	of									