

RFP DOCUMENT

RFP for Selection of Agency for Drone based surveillance of Mining for Commissioner of Geology & Mining

RFP.NO. SW27062017137

DATE: 27.06.2017

Client: Office of the Commissioner of Geology & Mining

Name of Work: Selection of Agency for Drone based surveillance of Mining for Commissioner of Geology & Mining

Last date of submission of queries : 3rd July, 2017 upto 1500 hrs

Date of Pre-bid meeting : 7th July, 2017 at 1600 hrs

Last Date & Time of Bid Submission on <https://gil.nprocure.com> : 24th July, 2017 upto 1500 hrs.

Un-priced Bid Opening:

Date & Time: 24th July, 2017 at 1600 hrs.

Venue: Gujarat Informatics Limited
Block No. 1, 8th Floor, Udyog Bhavan,
Sector 11, Gandhinagar - 382 010

Bidding Agency Address:

Gujarat Informatics Limited
Block No. 1, 8th Floor, Udyog Bhavan,
Sector 11, Gandhinagar - 382 010
Phone No.: 079 - 232 56022,
Fax No.: 079 - 232 38925
Website: www.gil.gujarat.gov.in

Note: Please address all queries and correspondence to

DGM(Tech)

Gujarat Informatics Limited,
8th Floor, Block No.1, Udyog Bhavan,
Sector 11, Gandhinagar 382 010
Phone No.: 079 - 232 59239 / 079-232 59237

E-mail: viveku@gujarat.gov.in; vipulp@gujarat.gov.in

Gujarat Informatics Limited (hereinafter referred to as “GIL”) invites offer through E-tendering for Selection of Agency for Drone based surveillance of Mining for Commissioner of Geology & Mining (hereinafter referred to as “CGM”), Government of Gujarat.

Unit cost is required to be offered for all the items and all the accessories as requested. CGM does not guarantee any fixed quantity at the time of signing the contract agreement.

Proposals are hereby called from the Bidders having capability for Selection of Agency for Drone based surveillance of Mining for Commissioner of Geology & Mining, Government of Gujarat.

Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

Proposal in the form of BID are requested for the item(s) in complete accordance with the documents to be uploaded as per following guidelines.

1. Bidder shall submit their bids on <https://www.gil.nprocure.com>.
2. Submit Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office on or before due date.
3. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
4. Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause/Article-wise in your bid under the heading Deviations.
5. After due date, the bidder will not be able to make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. However, GOG reserves the right to seek revised financial offer.
6. Bidder shall quote the prices of services as mentioned valid for 180 days.
7. In addition to this RFP, the following sections uploaded are part of Bid Documents.

Section : 1	Eligibility Criteria
Section : 2	Scope of Work
Section : 3	Instructions to Bidders
Section: 4	Format of Forms
Section : 5	Financial Bid Format
Section : 6	Performa of Performance Bank Guarantee
Section : 7	Affidavit

Important Dates & Details:

1	Last Date & Time for Submission of queries (vipulp@gujarat.gov.in)	3rd July, 2017 upto 1500 hrs
2	Last Date & Time for Submission of Bids electronically on https://gil.nprocure.com	24th July, 2017 upto 1500 hrs.
3	Last Date & Time for Submission of EMD & Bid processing Fees physically at GIL along with Affidavit as Section 7	24th July, 2017 upto 1500 hrs.
4	Date of Pre-bid meeting and Venue	7th July, 2017 at 1600 hrs Gujarat Informatics Limited Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar - 382 010
5	Date & Time of Opening of Bids (Un-priced Bids)	24th July, 2017 at 1600 hrs.
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar - 382 010
8	Bid Processing Fees (Non-refundable)	Rs. 1,000/- (Rupees One Thousand Only)
9	Earnest Money Deposit (E.M.D.) (Refundable)	Rs. 2,00,000/- (Rupees Two Lacs Only)

Note: Please specify RFP Number in all your correspondence.

Section - 1

Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required for successful Selection of Agency for Drone based surveillance of Mining for Commissioner of Geology & Mining” for the entire period of the contract. The Bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

Sr. No.	Eligibility Criteria	Document to be submitted with proposal*
1.	<p>Legal Entity: The lead bidder/consortium partner should be an IT Company registered under the companies act, 1956 (or) and should have been in existence for a period of at least one years as on 31st March, 2016.</p>	Copy of Certificate of Incorporation of a Company
2.	<p>Sales Turnover: The lead bidder should have total turnover of at least Rs. 1 crore for IT Services in each of the last 3 financial years (2013-14, 2014-15 & 2015-16).</p>	Copy of CA Certificate from the statutory auditor clearly specifying the total annual turnover along with the turnover from IT Services.
3.	<p>Experience: The lead bidder/consortium partner should have at least one drone based survey/surveillance experience.</p>	Copy of work order/client certificate
4.	<p>Blacklisting: The lead bidder and consortium partner should not be under the declaration of being blacklisted by any Central/State Government/PSU's for corrupt or fraudulent practices as on date of Bid Submission.</p>	A Self Certified letter by an authorized Signatory with Signature and stamp
5.	<p>The lead bidder should have a support office Ahmedabad/Gandhinagar, Gujarat. If not present, the bidder should establish the same within 45 days from the date of issuance of LOI.</p>	Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement. Or A self-certification to this regard should be submitted along with the bid.

Note: All the details and the supportive documents for the above mentioned terms should be uploaded in eligibility section in the bid.

Section - 2

Scope of work

1. Project Description:

An unmanned aerial vehicle (UAV), commonly known as a drone is an aircraft without a human pilot aboard. The flight of UAV may operate with various degrees of autonomy; either under remote control by a human operator, or fully or intermittently autonomously, by onboard computers. UAVs are system for intelligence, surveillance, reconnaissance and are powered aerial vehicles with no human operators on board and can fly autonomously or be piloted remotely with expendable or recoverable and can carry surveillance equipment's.

Mining Surveillance is one of the areas where UAVs or Drones can be used most effectively. Drones can be used for conducting aerial surveys at regular interval to study difference in patterns that can be utilized for analyzing mining activities.

The advantage of UAV is they provide overviews which normally require several cameras, can enter narrow and confined spaces and produce little noise. The UAV can also be equipped with the night vision cameras and heat sensors to provide imagery that human eyes cannot. This solution can increase the applicability, improve the quality and decrease the cost of surveillance.

The main objectives of this system is to surveillances & illegal mining prevention of the mining area. This will help in stopping illegal mining and monitoring the mining plan, environment, production, dispatch and royalty payment.

UAVs shall be used for tracking movement of illegal trucks. Drones fitted with night vision cameras can also be deployed at night to check if any illegal mining activities or transportation is being carried out. Movement of the trucks on the mining site can be tracked using the Target Tracking Feature on drones.

The bidder shall survey the mining areas using Drones as per CGM's instruction. On decided mining area, the drone surveillance shall be carried out and the deliverables shall be provided to CGM.

As mentioned above, the drones are used to monitor the illegal mining activities, wherever required the night vision cameras shall be used.

1. **Fixed Wing/Rotary wing drone:-** An unmanned aerial vehicle (UAV), commonly known as a drone is an aircraft without a human pilot aboard. The flight of UAV may operate with various degrees of autonomy; either under remote control by a human operator, or fully or intermittently autonomously, by onboard computers. UAVs are system for intelligence, surveillance, reconnaissance and are powered aerial vehicles with no human operators on board and can fly autonomously or be piloted remotely with expendable or recoverable and can carry surveillance equipment's. Drones are safe, easy to use and carry anywhere. Alongside, cost is one of the biggest benefits of drones as they are relatively cheaper and can provide better results for a fraction of the cost and eventually they are going to reshape the future of mining operations.

Surveillance can be done by using fixed wing or by Rotary wing drones. Availability of both the drones during the time of execution is expected from the vendor.

2. **Automatic Operation of Drones & Live Video Streaming:-** For mining industry drones are relatively new and presently limited applications of drones are known in the mining space. Their uses are somewhat

restricted to capturing terrain/outcrops photos from multiple angles. Drones can be used for planning, drill and blast, geology, hydrology, mineral exploration, heritage and environment management, regulation and operation of mines, managing waste dumps and post mining reclamation of land.

Mining Surveillance is one of the areas where UAVs or Drones can be used most effectively. Drones can be used for conducting aerial surveys at regular interval to observe and identify any unwanted object/vehicle/activity in the mining site.

CGM is looking for Drone based Surveillance System and expecting the output in live video streaming. In additional, the same can be stored in .avi video format for further usage.

3. **Insurance of Drones:-** Responsibility of any damage to drone shall be obtained by the successful bidder.
4. Survey Patches of 10 Kms to be carried out with automated drone operation as per the returnable and programmable routes.
5. **Simultaneous operation of 3 patches:-** Successful bidder should able to operate simultaneously in 3 mining zones (10x10 sq km) which has been divided by department for the ease of the conduction of operation.
6. Continuous live streaming and recording for 2 hours to be provided.
7. **Onsite teams to be deployed:-** CGM is expecting at least 3 teams (6 people) onsite on day and night for conducting this operation smoothly. Office premises will be provided by CGM.
8. **Location:** Sabarmati River, Gandhinagar area -3 mining zones (10x10 sq km)

Section - 3

Instructions to Bidders

ARTICLE – 1: COST OF BIDDING

- The Bidder shall bear all costs associated with the preparation and submission of the Bid and CGM/GIL will in no case be responsible for such costs, regardless of the conduct or outcome of the bidding process.
- The Bidder will have to remit Non-refundable Bid Processing Fees of Rs. 1,000/- in the separate cover within the main sealed cover containing EMD, on or before the date & hours of submission of the bids, at GIL office. Bid processing fees must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.

ARTICLE – 2: BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any available free on <http://gil.gujarat.gov.in> and <https://gil.nprocure.com> and upload the same on <https://gil.nprocure.com> on or before due date of the Bid. 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 or bid not substantially responsive to the bidding documents in all respect may result in the rejection of the Bid.

ARTICLE – 3: CONSORTIUM CLAUSE

Consortium is allowed under this project.

ARTICLE – 4: CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications on or before pre-Bid to Director (e-Governance), Gujarat Informatics Ltd., 8th Floor, and Block No. 1, Udyog Bhavan Gandhinagar 382017. GIL/CGM will clarify & issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre- bid meeting date.

ARTICLE – 5: AMENDMENT OF BIDDING DOCUMENTS

- At any time prior to the deadline for submission of bids, CGM /GIL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on website.
- All prospective bidders are requested to browse our website & any amendments / corrigendum / modification will be notified on our website only and such modification will be binding on them. Bidders are also requested to browse the website of GIL i.e. <http://gil.gujarat.gov.in> and <https://gil.nprocure.com> for further amendments if any.
- In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bids, CGM/GIL, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 6: 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 shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 7: SECTIONS COMPRISING THE BIDS

- Bid Security Section:

Bid Processing Fees & EMD Details: The bid processing fee (non-refundable) & EMD (refundable) to be furnished to GIL office in a separate envelop on or before date & hours of submission of bid.

- Eligibility & Technical Section:

In this section, Bid letter form and Clause-by-Clause Compliance Statement as per forms/format & compliance to Scope of Work need to be uploaded.

Regarding eligibility criteria, all the forms/format & documentary proof need to be uploaded.

- Price bid Section: As per bid form only.

Note:

- All the forms should be in the Prescribed Format Only.
- All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded.

ARTICLE – 8: BID FORMS

- Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.
- For all other cases, the Bidder shall design a form to hold the required information.
- CGM/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

ARTICLE – 9: FRAUDULENT & CORRUPT PRACTICE

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the CGM /GIL of the benefits of free and open competition.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- CGM/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE – 10: LACK OF INFORMATION TO BIDDER

- The Bidder shall be deemed to have carefully examined all RFP documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract.

ARTICLE – 11: CONTRACT OBLIGATIONS

- If after the award of the contract the bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee & if the operation are not started within 30 calendar days after the issuance of the Lol/Work Order as mentioned in the bid, CGM/GIL reserves the right to cancel the Lol/terminate the contract , as the case may be and apply all remedies available under the terms and conditions of this contract.

ARTICLE – 12: BID PRICE

- The priced bid should indicate the prices in the format/price schedule only.

- Price shall be inclusive of all freight, forwarding, transit insurance and installation charges. Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Quoted prices shall be without VAT & service Tax. The tax (VAT) & service Tax components as applicable shall be mentioned separately in the respective columns. Successful Bidder will have to supply/provide goods with an Invoice from a place located within State of Gujarat.
- Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the CGM/GIL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

ARTICLE – 13: BID CURRENCY

- The prices should be quoted in Indian Rupees. Payment for the supply of equipment/services as specified in the agreement shall be made in Indian Rupees only.

ARTICLE – 14: BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

The bidder will have to submit **Bid Processing Fees (Non-refundable) of Rs. 1,000/- & Earnest Money Deposit (E.M.D.) (Refundable) of Rs. 2,00,000/- (Rupees Two Lacs Only)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **“Bid processing Fees & EMD for RFP for Selection of Agency for Drone based surveillance of Mining for Commissioner of Geology & Mining”**.

- Bid processing fees must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
- Bid Security / EMD as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 6 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural 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 Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

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

- In case of non-receipt of Bid processing fees & EMD as mentioned above, the bid will be rejected by GIL as non-responsive.
- EMD of all unsuccessful bidders would be refunded by GIL within 30 Days from the date of selection of successful bidder. The EMD submitted of successful bidder would be returned upon submission of Performance Bank Guarantee and signing of contract
- The EMD of the successful bidder shall be kept as a performance security till the contract gets completed.
- The EMD may be forfeited at the discretion of CGM/GIL, on account of one or more of the following reasons:
 - i.) if a Bidder withdraws its bid during the period of bid validity
 - ii.) Does not accept the correction of errors made in the tender document;
 - iii.) In case of a successful Bidder, if the Bidder fails:
 - a.) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - b.) To furnish performance bank guarantee as mentioned above or
 - c.) If the bidder is found to be involved in fraudulent practices.
 - d.) any penalty imposed during the contract period.

ARTICLE – 15: PERIOD OF VALIDITY OF BIDS

- Bids shall remain valid for 180 days from the last date of bid submission, A Bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, CGM/GIL may solicit 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 shall also be suitably extended.

ARTICLE – 16: BID DUE DATE

- Bid must be uploaded by bidder not later than the date specified in the RFP.
- The CGM/GIL may, as its discretion, extend the bid due date, in which case all rights and obligations of the CGM /GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE – 17: LATE BID

- No bidder will be allowed to upload or submit the bid after the bid due date/time.

ARTICLE – 18: MODIFICATION AND WITHDRAWAL OF BID

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No Bid may be modified subsequent to the deadline for submission of bids.
- No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

ARTICLE – 19: OPENING OF BIDS

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representative who is present shall sign a register evidencing their attendance.
- The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the CGM/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- Immediately after the closing time, GIL shall open the Un-priced Bids and list them for further evaluation.

ARTICLE – 20: CONTACTING CGM/GIL

- Bidder shall not approach CGM /GIL officers outside of office hours and/ or outside CGM /GIL office premises, from the time of the Bid opening till the time of award of the Contract..
- Any effort by any bidder to influence CGM /GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the CGM /GIL, it should do so in writing.

ARTICLE – 21: REJECTION OF BIDS

- CGM /GIL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

ARTICLE – 22: TECHNICAL EVALUATION OF BID

PRELIMINARY AND TECHNICAL EVALUATION OF BID

- Un-priced Bid documentation shall be evaluated in two steps.
- Firstly, the documentation furnished by the Bidder will be examined based on the following criteria:
 - a) Compliance to bid document
 - b) Evaluation of Eligibility Criteria (The bidder shall provide details along with compliance /deviation from the clause mentioned in the bid)
 - c) CGM /GIL may ask Bidder(s) for additional information, demonstration of the solution to verify claims made in Un-priced Bid documentation.

FINANCIAL EVALUATION OF BID

- Priced Bid: The financial bid of the technically qualified bidders will be opened and L1 (lowest cost) bidder will be identified based on the sum total of prices for all line items without tax as per the financial bid format and then called for further negotiations, if required.

ARTICLE – 23: AWARD OF CONTRACT

- Award Criteria: The Criteria for selection will be the lowest cost (L1 Bidder) for the technically qualified bids.
- The actual quantities may decrease or increase at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- In case, the lowest bidder (L1) does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices, the next lowest bidder i.e. L2 will be awarded the contract. In such scenario, the L2 bidder has to match the L1 Price and execute the project at the L1 Price for the entire contract duration.
- The contract duration will be for one year. During the contract period, the bidder shall have to provide necessary support & services as defined in the RFP including support for the equipment supplied under the contract.
- However, due to unforeseen circumstances, if any ongoing work will be kept on hold/delayed beyond period of contract, bidder has to continue providing support to Government & finish the work without extending the contract and additional cost.

ARTICLE – 24: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- After the bid evaluation, CGM /GIL will notify the successful Bidder and issue Lol/Purchase Order.
- Successful bidders will have to sign the contract upon receiving the Lol with the purchaser(s) within 10 calendar days from the date of issuance of Lol. (The draft of the Contract form is attached herewith).

ARTICLE – 25: LIMITATION OF VENDOR’S LIABILITY:

- Vendor’s cumulative liability for all its obligations under the contract shall not exceed the contract value and the Vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

ARTICLE – 26: FORCE MAJEURE

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and

effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

- Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.

Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
 - a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - b) Explosion or chemical contamination (other than resulting from an act of war);
 - c) Epidemic such as plague;
 - d) Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
- Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:
 - i. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - ii. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - iii. Any event or circumstance of a nature analogous to any of the foregoing.

- FORCE MAJEURE EXCLUSIONS

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery
- b) Delay in the performance of any contractor, sub-contractors or their agents;

- PROCEDURE FOR CALLING FORCE MAJEURE

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

ARTICLE – 27: CONTRACT OBLIGATIONS

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

ARTICLE – 28: AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws.

ARTICLE – 29: USE OF AGREEMENT DOCUMENTS AND INFORMATION

- The Bidder shall not without prior written consent from CGM /GIL disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of CGM /GIL in connection therewith to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- The Bidder shall not without prior written consent of CGM /GIL make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by CGM /GIL other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the Bidder's performance under the Agreement, if so required by the CGM /GIL.

ARTICLE – 30: ASSIGNMENT & SUB CONTRACTS

- Assignment by Bidder
The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except of the Site Infrastructure creation , The same has to be done with the prior written consent from CGM.
- Sub contracts: Sub contract shall not be allowed.

ARTICLE – 31: RESOLUTION OF DISPUTES

- If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days notice thereof to the other Party in writing.
- In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- The place of the arbitration shall be Gandhinagar, Gujarat.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- The proceedings of arbitration shall be in English language.
- The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

ARTICLE – 32: TAXES & DUTIES

Bidder is liable for all taxes and duties etc.

ARTICLE – 33: BOOKS & RECORDS

Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by GoG during the terms of Contract until expiry of the performance guarantee.

ARTICLE – 34: WARRANTY TERMS

All goods /services shall be supplied strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Bid / Order / LOI. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials. In event of default originating with the design, material arising at any time during the Warranty period, the Bidder shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfill the foregoing Warranty without any delay. The Bidder shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc. for a period of warranty period from the date of Acceptance test.

In the event that the materials/services supplied do not meet the specifications and/or scope of work, GOG shall notify the Bidder giving full details of difference. The Bidder shall attend the issue within 7 days of receipt of such notice to meet and agree with representatives of the CGM , the action required to correct the deficiency. Should the Bidder fail to address the issues within the time specified above, CGM shall be at liberty to rectify the work/materials and Bidder shall reimburse CGM/GIL all costs and expenses incurred in connection with such trouble or defect.

ARTICLE – 35: PERFORMANCE GUARANTEE

- The EMD of the successful bidder shall be kept as a performance Guarantee till the contract is completed.
- The EMD as a Performance Guarantee shall be discharged by GIL/CGM and returned to the Bidder within 30 days from the date of expiry of contract.
- The necessary penalty shall be deducted from the EMD.

ARTICLE – 36: PAYMENTS TERMS

- The payment will be on hourly basis.
- The selected agency shall raise the invoice as per the surveillance carried out for no. of hours.
- CGM shall verify the Invoices raised against the milestone achieved and shall make the payment.
- The selected agency's request(s) for payment shall be made to CGM along with the 2 original copies of invoices and necessary documents. The invoice should be in English.

ARTICLE – 37: SERVICE TERMS

- The entire scope of the work depends on the technical skill of the bidder to carry out the entire Project in adherence to the SLA's
- It is mandatory for Bidder to deploy adequate and qualified manpower to deliver the work as mentioned in the scope of work and its Operations and maintenance for the contract duration as per the RFP.
- The Bidder need to manage & maintain various records related to the services extended to the Government.
- The Bidder is responsible to maintain proper necessary documentation and have to update the same on regular basis.
- In case of failure of Drone or any accessories to be used, the Bidder needs to replace or repair the same immediately. The cost of the repairing or replacement of faulty module/entire solution has to be entirely born by the Bidder within the maintenance period.

Section - 4

Format of Forms

Form 1 Covering Letter

(To be submitted on the Bidder letterhead)

<<Insert Date and location>>

Proposal Reference No:

To
The Managing Director,
Gujarat Informatics Limited
Block No.1, 8th Floor,
Udyog Bhavan,
Gandhinagar – 382 010

Dear Madam/Sir,

Sub: Submission of proposal in response to RFP for “**Selection of Agency for
for the CGM, Government of
Gujarat**”.

1. Having examined the RFP, we, the undersigned, hereby submit our proposal in response to your RFP notification for ‘ _____ ’, CGM, Government of Gujarat, Gandhinagar’; in full conformity with the said RFP document
2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. If we are entrusted as a successful bidder, we undertake to provide a Bank Guarantee in the form and amount prescribed.
4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
5. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the RFP, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
6. We understand you are not bound to accept any proposal you receive

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Bidder:

Address:

Form 2 General Information

Sr. No	Particulars	Details to be furnished	
1.	Details of Bidder		
a)	Name		
b)	Address		
c)	Telephone	Fax	
d)	Website		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory (<i>please attach proof</i>)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about responding Bidder		
a)	Status of Bidder (<i>Public Ltd. / Pvt. Ltd etc.</i>)		
b)	No. of years of operation in India		
c)	Details of Registration (<i>Ref e.g. ROC Ref #</i>)	Date	
		Ref #	
d)	No. of resources/ staff in India		
e)	Locations and addresses of offices (in India and overseas)		

Form 3: Performa of Compliance letter/Authenticity of Information Provided

(Shall be submitted as scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,
Director (e-Governance)
Gujarat Informatics Ltd.
Block-1, 8th Floor, Udyog Bhavan,
Gandhinagar

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: RFP for Selection of Agency for _____ for the CGM,
Government of Gujarat .

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.YYYY**.

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

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL/CGM for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. 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, GIL/CGM reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ YYYY

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

Section - 5

Price Bid Schedule

(IN INR)

Sl. No.	Description	Hourly Rate (B)	Tax (%)
1	Hourly charges for surveillance of specified location (Day/night)		

Note:

- 1) The rates should be exclusive of all taxes. The applicable taxes should be submitted separately.
- 2) Actual Order quantities may vary depending upon actual the requirements.

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: _____ Bank Guarantee No. _____
Date: _____

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382010
Gujarat, India

Whereas _____ (here in after called "the Bidder") has submitted its bid dated _____ in response to the RFP Ref. no: _____ dated DD.MM.YYYY for " _____ " for the CGM, Government of Gujarat", KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of _____ for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____ 2016.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 12 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER 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.

The Bank also agree that the OWNER/PURCHASER 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.

Dated at _____ on this _____ day of _____ 2016.

Signed and delivered by

For & on Behalf 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, YYYY ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter “the Purchaser” of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called “the Supplier” of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (*Contract Price in Words and Figures*) hereinafter called “the Contract Price in Words and Figures” hereinafter called “the Contract Price.”

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser’s Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____

(TO BE SUBMITTED PHYSICALLY ALONG WITH EMD & BID PROCESSING FEES)

AFFIDAVIT

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing at _____ in capacity of _____ M/s. _____ hereby solemnly affirm that

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

I I We have submitted following Certificates I Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

All the Certificates I Permissions I Documents I Permits I Affidavits are valid and current as on date and have not been withdrawn I cancelled by the issuing authority.

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates I Permissions I Documents I Permits I Affidavits is I are found to be invalid I wrong I incorrect I misleading I fabricated I expired or having any defect.

I I We further undertake to produce on demand the original Certificate I Permission I Documents I Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I I We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.

My I Our firm has not been banned I debarred I black listed at least for three years (excluding the current financial year) by any Government Department I State Government I Government of India I Board I Corporation I Government Financial Institution in context to purchase procedure through tender.

I I We confirm that I I We have meticulously filled in, checked and verified the enclosed documents I certificates I permissions I permits I affidavits I information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

I I We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].

I I 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 --).

I I 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 dues/taxes/cess/charges/fees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:
Notary)

(Signature and seal of the