

**Volume 1 Request for Proposal (RFP)
for
“Selection of System Integrator for setting up of a Command and Control Centre with
centralized information dashboard and automated Checkposts for the office of the
Commissioner of Geology and Mining”
Government of Gujarat**

(Tender no: SW18082018169)

**Bid Processing fees: Rs. 17,700/- (Non-refundable)
EMD: Rs. 1,00,00,000/- (Refundable)**



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**Last date of submission of queries: 5th September2018 upto 1500 hrs
Date of Pre-Bid Meeting: 14th September2018 at 1500 hrs
Last date for submission of Online Bids: 28th September2018 upto 1500 hrs
Date of opening of Technical bids: 28th September2018 at 1600 hrs**

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Abbreviations

- ANPR: Automatic Number Plate Recognition
- API: Application Program Interface
- BEC: Bid Evaluation Committee
- BOQ: Bill of Quantity
- BP: Building Plan
- BSF: Bid Security Form
- CC: Capital Cost (CC1-Capital Cost 1, CC2 - Capital Cost 2)
- CCC: Command and Control Centre
- CCTV: Closed Circuit Television
- CEO: Chief Executive Officer
- CMMI: Capability Maturity Model Integration
- CSP: Cloud Service Provider
- DC: Data Centre
- DD: Demand Draft
- DR: Disaster Recovery
- EMD: Earnest Money Deposit
- ERP: Enterprise Resource Planning
- FRS: Functional Requirements Specifications
- GIS: Geographical Information Systems
- GoG: Government of Gujarat
- Gol: Government of India
- GPS: Global Positioning System
- HOD: Head of Department
- HTTPS: Hypertext Transfer Protocol Secure
- ICT: Information and Communication Technology
- INR: Indian Rupee
- ISO: International Organization for Standardization
- IT: Information Technology
- ITIL: Information Technology Infrastructure Library
- KVM: Keyboard Video Mouse
- LED: Light Emitting Diode
- Lol: Letter of Intent
- MAF: Manufacturer's Authorization Form
- MFP: Multi-Functional Printer
- NOC: Network Operation Center
- NPV: Net Present Value
- O&M: Operation & Maintenance
- OEM: Original Equipment Manufacture
- OFC: Optical Fiber Cable
- PBG: Performance Bank Guarantee
- PoA: Power of Attorney
- PoC: Proof of Concept
- POP: Point of Presence
- PQ: Pre-Qualification
- PSU: Public Sector Undertaking
- PV: Present Value
- QoS: Quality of Service
- RDBMS: Relational Database Management System

- RFP: Request for Proposal
- RV: Revenue (RV1-Revenue from 1, RV2-Revenue from 2)
- SI: System Integrator
- SLA: Service Level Agreement
- SOR: Schedule Of Rates
- SPV: Special Purpose Vehicle
- SRS: Software Requirement Specifications
- TDS: Tax Deducted at Source
- TQ: Technical Qualification
- GST: Goods and Services Tax
- VM: Virtual Machine
- VPN: Virtual Private Network
- VTMS: Vehicle Tracking and Management System
- ILMS: Integrated Lease & Management System
- SDC: State Data Centre
- CGM: Office of the Commissioner of Geology Mines
- GIL: Gujarat Informatics Limited
- ICT stands for Information, Communications Technology projects and include IT systems integration project.
- ITES - ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric or management of operations through technology enabled solutions.

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1. SECTION 1: INTRODUCTION TO PROJECT

1.1. Project Background

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. Exploration, Administration and Surveillance are three key departments within the office of the CGM. Exploration department deals with exploration of new mineral bearing areas, administration department primarily deals with auctioning of leases, lease management, royalty management etc. Surveillance department (flying squad) of the CGM surveys and regulates the mineral movement across the state to ensure adherence with rules and regulations and to curb the illegal mining, royalty evasion and illegal transport of minerals.

There are more than 7500 leases spanned across the state at present. The CGM office receives royalty from these lease holders for the minerals mined and transported from these leases/mines. The mined minerals are then transported to different parts of the state.

CGM has decided to make prolific use of technology to curb mining malpractices and to maximize the royalty collection. Geo-fencing mining areas, tracking of mineral transport through Vehicle Tracking and Monitoring System, Creation of automated checkpoints at strategic locations and converging data & feeds from all these checkpoints into Command and Control Centre for centralized monitoring are some of the key technological interventions which CGM has decided to undertake.

In its pursuit for creating a robust ICT environment office of the CGM is considering appointment of an agency to set up automated checkpoints at 7 locations, set up a Command and Control Centre and build a centralized information dashboard which pushes and pulls(command and control) data from various existing and future IT applications office of the CGM. These data sets should be available on CCC software for analytics, drawing correlations and configuring alerts and monitoring purposes.

1.2. Envisaged benefits from above mentioned interventions

- Transparency and administrative efficiency across business areas of administration and enforcement
- Reducing pilferage and curb on illegal mining practices. This would eventually lead to increase in royalty collection.
- Regular monitoring of minerals movement and measuring mineral quantity being transferred to identify illegal transfers and illegal mining.
- Be connected to operations of all the checkpoint locations and get continuous and on demand real time data from the edge devices/sensors deployed on the checkpoints.
- Ability to correlate and derive both predictive and prescriptive actionable intelligence using CCC software by integrating, correlating all the different IT systems to the CCC software
- Impart confidence in office of the CGM's surveillance staff for them being protected and observed to ensure their safety and wellbeing at all the time while on duty.
- To establish ancillary infrastructure to facilitate remote operations and ensure 24 x 7 uptime for the checkpoints.

1.3. Project Stakeholders

The key stakeholders for the project are

- A. CGM – The Commissioner of Geology and Mining, Gujarat
- B. Additional Director, Surveillance, office of the CGM
- C. Additional Director, Administration, office of the CGM
- D. IT Project manager, Office of the CGM
- E. District geologists/ Assistant geologists
- F. Royalty inspectors
- G. Mine supervisors
- H. Surveyors
 - Naka clerk (Check Post Clerk)
 - Check post security personnel
- I. ILMS/Geo Mine other application Provider
- J. Other Government Departments

Seven Checkposts connected to MOC @ Gandhinagar



As depicted in above diagram, all the 7 check post would be connected to CCC located at Gandhinagar. It will act like a hub and spoke model.

For Checkpost locations please refer to section 2.5.2 of volume 2 of the RFP and for detailed scope please refer volume 2 of this RFP.

2. SECTION 2: INVITATION TO RFP

2.1. RFP Notice

This document is for “Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”.

The CCC would be the “nerve centre” - a central administrative location from where overall assets and activities will be monitored and managed. The CCC solution is envisioned to assist in mining surveillance, operations and be a centre for taking important decisions. Newly setup checkposts would have state of the art ICT and civil infrastructure for efficient administration, survey and to park seized the vehicles.

The bidder shall be responsible for designing, procuring, supplying, building/developing, commissioning, and maintenance of the CCC, centralized information dashboard and checkposts for a period of 5 years. After the completion of 5 years, the O&M period might be extended for 2 year (one year at a time). The bidder shall be responsible for providing all services mentioned in this tender.

GIL on behalf of CGM invites sealed bids from eligible bidders for setting up of Command and Control Centre with centralized information dashboard and automated checkposts across 7 locations in the state of Gujarat. 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 websites www.gil.gujarat.gov.in & <https://gil.nprocure.com>. The bids must be submitted online through <https://gil.nprocure.com>. However, the eligibility documents and technical bids must be submitted physically at GIL also.

General terms and conditions

- 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.
- 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. 17,700/-** towards bid processing charges and **Rs. 1,00,00,000/-** 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 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 in section 9 in this volume) 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.

2.2. Important Information

Sr.	Information	Details
1.	Last date for submission of written queries for clarifications by email on vipulp@gujarat.gov.in	5th September 2018 upto 1500 hrs
2.	Date and time for Pre-bid conference	14th September 2018 at 1500 hrs
3.	Last date and time for submission of EMD (DD/BG) & Bid Processing fees in GIL (physically) along with affidavit in original as format given in section 9.11 : Self Declaration	28th September 2018 upto 1500 hrs
4.	Last date and time for submission of eligibility & technical bids (online) and Financial bid online	28th September 2018 upto 1500 hrs
5.	Date and time for opening of Bids	28th September 2018 at 1600 hrs
6.	Place for submission of EMD & bid processing fee, EMD, pre-bid meeting and opening of Bids	Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
7.	Place, date and time for technical Presentation	The place, date and time for technical presentation will be given to the eligible bidders later on.
8.	Address for communication for any queries	DGM(App), 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, 59237 Fax: 91-79-23238925
9.	Place, date and time for opening of financial/commercial bids	The place, date and time for opening of financial/commercial proposal will be given to the technically qualified bidders later on.
10.	Bid validity	180 days

3. SECTION 3: INSTRUCTIONS TO BIDDERS

3.1. Instructions to Bidders

- 3.1.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- 3.1.2. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- 3.1.3. The response to this Bid document should be full and complete in all respects. Failure to furnish all information required by the Bid documents or submission of a proposal not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of its proposal.
- 3.1.4. Additionally, proposals of only those bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by the office of the CGM.

3.2. Definitions

- 3.2.1. "Applicable Law" means the laws and any other instruments having force of law in India from time to time.
- 3.2.2. "Proposal/bid" means proposal submitted by bidders in response to the RFP issued by CGM/GIL for selection of Total Solution Provider.
- 3.2.3. "Competent Authority" means the Revenue Department.
- 3.2.4. "Committee" means committee formed by the CGM for the purposes of processing and evaluation of this bid.
- 3.2.5. "Contract Value" means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
- 3.2.6. "SI" means System Integrator - any private or public entity, which will provide the services to CGM under the contract.
- 3.2.7. "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
- 3.2.8. "Day" means Working day
- 3.2.9. "Effective date" means the date from which the contract comes into force and effect.
- 3.2.10. "Government" means State Government of Gujarat.
- 3.2.11. "CGM" means Office of the Commissioner of Geology & Mining, Gujarat.
- 3.2.12. "Rules" means the applicable rules under different statutes, Acts, Rules, Government Resolutions, and Circulars in relation to personal management of employees in Gujarat Government.
- 3.2.13. "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udhog Bhavan, Gandhinagar – 382 017, Gujarat.
- 3.2.14. "Personnel" means professional and support staff provided by the SI and assigned to perform services to execute an assignment and any part thereof.
- 3.2.15. "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.
- 3.2.16. "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.

3.3. Sources of funds

CGM is calling the SI for "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining". The Work Order will be placed for 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

3.4. Sub-contracting/ consortium conditions

- 3.4.1. Sub-contracting/ Outsourcing/ Consortium shall be allowed only for the work which is allowed as mentioned in this clause with prior written approval of the Office of the CGM. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the SI and with the lead bidder in case of a consortium.
- 3.4.2. The details of the sub-contracting/ Outsourcing/ Consortium agreements (if any) between both the parties would be required to be submitted to the office of the CGM. Sub-contracting/ outsourcing/ Consortium would be allowed for any work as mentioned in the scope of the work, provided the lead bidder should accept the sole responsibility of the delay/ error/ non-compliance, work done by sub-contractor, outsourced vendors or the consortium partners. The consortium shall be governed by following terms
- 3.4.3. Maximum number of consortium members allowed are 2, including consortium lead or prime bidder.
- 3.4.4. Sub-contracting/outsourcing shall be allowed only for minor works like electrical fittings, plumbing fitting etc. and not for major components like entire ICT work or building of CCC etc.
- 3.4.5. A bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
- 3.4.6. Consortium members must provide a Memorandum of Understanding (MoU) covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-qualification Bid.
- 3.4.7. A bidding consortium is required to nominate a prime member. The formation of the consortium including identification of prime member and role and responsibilities of each member shall be supported by Memorandum of Agreement and Power of Attorney signed by all the members on a stamp paper of INR 100/-.
- 3.4.8. The successful bidder i.e. System Integrator (SI) shall require to enter into an agreement, with all the members of the consortium, specifying following points. These points shall also be captured in MoU.
 - i. Identification of prime member and power of attorney in favour of prime member.
 - ii. Roles and responsibilities of each consortium partner, the identification of the lead partner, and providing for joint and several liability for each partner.
 - iii. All consortium members would be available throughout the Contract Period.
 - iv. Each member of the consortium shall be jointly and severally liable for the due implementation, operation and maintenance of the Project.
 - v. The role and responsibility of any member must be commensurate with the technical/ financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - vi. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority (office of the CGM/GIL) only.
 - vii. The final contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the office of the CGM/GIL. The office of the CGM/GIL will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the Tender in letter and spirit.

- viii. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.
- ix. Any modification in roles and responsibilities between consortium members during Contract Period shall be allowed only after approval from office of the CGM/GIL. Any changes and deviation of roles and responsibilities of consortium members during the execution, operation and maintenance of this project shall be viewed seriously by the office of the CGM/GIL as it can affect an important work area. Such unilateral action by the SI shall entitle office of the CGM/GIL to take appropriate action including considering it an Event of Default under this Contract leading to consequences including termination with appropriate notice.
- x. Any dispute arising during Contract Period between the consortium members shall be resolved amicably without adversely impacting project implementation and operation. If in CGM's /GIL's opinion, dispute between consortium members adversely impacting implementation and operation of the project then Authority may in its sole discretion in the interest of the project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.
- xi. In case office of the CGM/GIL intends to proceed for Termination on account of SI Event of Defect and/ or unresolved disputes between the consortium members, all the consortium members shall be jointly and severally liable for implementation, operation and maintenance of project at agreed prices and payment terms specified in this Tender till Authority or any new agency appointed by it takes over the project.
- xii. Office of the CGM/ GIL reserves the right to reject the bid in case of change in the constitution of the consortium after the submission of bid and before the execution of the Agreement.

3.5. Eligible Goods and Services

- 3.5.1. 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.
- 3.5.2. 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.
- 3.5.3. The origin of goods and services is distinct from the nationality of the Bidder.

3.6. Cost of Bidding

- 3.6.1. 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 of conduct or outcome of bidding process.
- 3.6.2. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the office of the CGM to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The office of the CGM /GIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.6.3. This Bid document does not commit the office of the CGM/GIL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of

award. All materials submitted by the bidder shall become the property of the office of the CGM and may be returned at its sole discretion.

3.7. 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 bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

- 3.7.1. The purpose of this tender is to select an Implementation Agency for setting up Integrated Command and Control Centre, Integrated Checkpost and smart features as per scope for the CGM. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
- 3.7.2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Bidder") in response to this invitation. The term "bidder" means the sole firm or the lead bidder, as the case may be.
- 3.7.3. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in subsequent sections of this tender document.

3.8. 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 2.2 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 request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
Sr.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1.			
2.			
3.			
4.			

Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the (n)Procure website (<https://gil.nprocure.com/>).

3.9. Conflict of Interest

- 3.9.1. A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether System Integrator actions are influenced by considerations of your firm's interest at the cost of Government. The System Integrator agrees that it shall hold the office of the CGM's interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the System

Integrator foresees a Conflict of Interest, the System Integrator shall notify the office of the CGM's forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

- 3.9.2. Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be disqualified.
- 3.9.3. The office of the CGM requires that the bidder provides professional, objective, and impartial advice and at all times hold the office of the CGM's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 3.9.4. The System Integrator shall disclose to office of the CGM in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the System Integrator or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

3.10. Amendment to RFP

- 3.10.1. 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.
- 3.10.2. 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.
- 3.10.3. 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.

3.11. 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.

3.12. Documents Comprising the Bid

- 3.12.1. The bid prepared by the Bidder shall comprise of the following documents:
 - 3.12.1.1. A Technical Bid and a Financial Bid
 - 3.12.1.2. Bid security
- 3.12.2. The technical Bid & Financial Bid must be submitted online through the e-tendering website of <http://gil.nprocure.com> using digital signature.
 - 3.12.2.1. 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.
 - 3.12.2.2. The bid security and bid processing fee 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 for building Integrated Command and Control Centre along with Automated Checkposts for the office of the CGM at GIL on the address mentioned in Section-2.

3.13. Bid Form

- 3.13.1. 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 <https://gil.nprocure.com>. The bidder shall also complete the bid form as per section 9 and 10, and submit it with the financial Bid on <https://gil.nprocure.com>.

3.14. Bid Prices

- 3.14.1. The Bidder shall indicate the prices in the format mentioned in the e-Tendering website <https://gil.nprocure.com>.
- 3.14.2. Following points need to be considered while indicating prices:
- 3.14.2.1. 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.
- 3.14.2.2. The rates of any applicable GST and any other taxes which will be payable by the Client on the goods/ services (if any) if this contract is awarded, should be quoted separately,
- 3.14.2.3. The prices should be quoted as per the schedules of commercial bid which includes complete cost of institutionalizing a checkpost right from feasibility study to design, procure, supply, install, commission and make it functional. This cost shall include the cost of hardware, software licenses, civil construction, architecture services and cost for procuring necessary water, electricity, bandwidth/connectivity etc. These rates should be applicable for constructions of checkposts for next 1.5 years. CGM might request bidders to build individual checkposts at this mentioned cost beyond the 7 checkposts mentioned in the scope of this RFP. This cost would be used to pay to bidders for completing the work of each individual checkposts which is part of the scope.
- 3.14.3. 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.
- 3.14.4. Sharing of responsibility (between CGM and the bidder) of procurement of various types of software shall be as under:
- i. 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.
 - ii. The price quoted shall be inclusive of design and development of CCC and its integration with various other applications/software solutions of the department of CGM and erection of checkposts.
 - iii. Bidder is expected to fill the rates/amount for all items in Financial Bid format mentioned in the latter part of the tender. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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

3.15. Bid Currency

Prices shall be quoted in Indian rupees only.

3.16. Bid Security - Earnest Money Deposit (EMD)

- 3.16.1. Earnest Money Deposit in the form of DD/ Bank Guarantee in favour of "Gujarat Informatics Limited" payable at Gandhinagar.
- 3.16.2. Proposals not accompanied by EMD shall be rejected as non-responsive.
- 3.16.3. The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 3.16.4. 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.
- 3.16.5. 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.

3.17. Validity of proposal

- 3.17.1. 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).
- 3.17.2. 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.
- 3.17.3. The cost of building per checkpost by bidders shall be valid for 2 years from the data of financial bid opening.
- 3.17.4. Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections

3.18. Preparation of Proposal

- 3.18.1. 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.
- 3.18.2. The proposal shall be typed or written in indelible ink (if required) and shall be initialled 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
- 3.18.3. 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.
- 3.18.4. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.

- 3.18.5. 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.
- 3.18.6. Bidder is required to submit the complete proposal along with required forms etc. on <https://gil.nprocure.com>. The proposal shall be exactly according to the presented formats given on the <https://gil.nprocure.com>. 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.
- 3.18.7. Committee would ask Bidder(s) for detailed presentations. All such presentations shall be at the cost of bidder.
- 3.18.8. The envelope of the EMD & Bid processing fee should be addressed to:
The DGM (App)
Gujarat Informatics Ltd.
Block No. 1, 8th Floor,
Udyog Bhavan, Gandhinagar
Gujarat – 382010
- 3.18.9. 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.

3.19. Contents of Envelopes

- 3.19.1. Envelop 1: Bank Guarantee of EMD & DD of Bid processing Fees

3.20. Submission, Receipt & Opening of proposal

- 3.20.1. Submission of Bids:
- The Bidder shall submit the Eligibility Bid, Technical Bid and a Financial Bid as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>. The bidder shall also complete the bid form as per Form I and submit it with the financial bid on <https://gil.nprocure.com>.
 - Telex, cable, e-mailed or facsimile bids will be rejected.
- 3.20.2. 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.
- 3.20.3. 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.
- 3.20.4. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 3.20.5. Prices shall be quoted in Indian Rupees Only.

3.21. Opening of Bids by CGM/GIL

- 3.21.1. 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

- 3.21.2. 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.
- 3.21.3. 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.
- 3.21.4. 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.
- 3.21.5. 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.

3.22. 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.

3.23. OEM/ Implementation partner participation criteria

- 3.23.1. The bidder will be required to submit a manufacturer's authorization form from all the OEMs stating that the bidder in concern would be bidding for their products/solutions.
- 3.23.2. Bidders are required to specify only one make and model of each item and provide the details in the Technical bid. Please refer volume 2 of this tender document for more details.
- 3.23.3. Firms with common Proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. An independence form in the same regard must be submitted by the bidder.
- 3.23.4. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Commissioner of geology and mining, for further penal action including blacklisting.
- 3.23.5. If it is found that close relatives (as described above) have uploaded separate tenders/ quotations under different names of firms/establishments but with common address for such establishments/ firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for further penal action including blacklisting.
- 3.23.6. If after awarding the contract it is found that the accepted bid violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment.

3.24. 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 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.

3.25. 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.

3.26. Office of the CGM/GIL's right to terminate the selection process

- The bidder's participation in this process may result in office of the CGM/GIL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the office of the CGM/GIL to execute a contract or to continue negotiations. Office of the CGM/GIL may terminate negotiations at any time without assigning any reason.
- Office of the CGM/GIL may terminate the RFP process at any time and without assigning any reason. Office of the CGM/GIL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

3.27. Notification of Awards

- 3.27.1. 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.
- 3.27.2. The notification of award will constitute the formation of the Contract.
- 3.27.3. Upon the successful Bidder's furnishing of performance security CGM/GIL will promptly notify each unsuccessful Bidder.

3.28. Signing of Contract

- 3.28.1. 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.
- 3.28.2. 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.

3.29. Performance Bank Guarantee

- 3.29.1. The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 3.29.2. 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 Demand Draft & Performance Bank Guarantee is attached herewith).

- 3.29.3. 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.
- 3.29.4. 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.
- 3.29.5. 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.
- 3.29.6. 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.

3.30. 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.

3.31. 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.

3.32. Disqualification

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

- 3.32.1. Submitted the Proposal documents after the response deadline.
- 3.32.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 3.32.3. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 3.32.4. Failed to provide clarifications related thereto, when sought.
- 3.32.5. 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.
- 3.32.6. Submitted a proposal with price adjustment / variation provision.

3.33. 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.

4. SECTION 4: 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.

4.1. 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.
- 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

4.2. 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 in section 1 of volume 2 of this RFP.

4.2.1. Responsibility Matrix

Sr.	Key Activities	Successful Bidder	CGM	Other Vendors	Other Utilities	Other Departments	PMC
1.	Project Kick Off	R/A	C	I	I	I	C
2.	Deployment of manpower	R/A	C	I	I	I	C
3.	Assess the requirement of IT Infrastructure and Non IT Infrastructure	R/A	C	C	C	C	C
4.	Assessment of Business processes	R/A	C	I	I	C	C
5.	Assessment of requirement of Software requirements	R/A	C	I	I	C	C
6.	Assess the Integration requirement	R/A	C	C	I	C	C
7.	Assess the connectivity requirement all locations (including SDC & CCC)	R/A	C	C	I	C	C
8.	Assessment the Network laying requirement, if required	C	C	R/A	I	C	C
9.	Assessment of training requirement	R/A	C	I	I	C	C
10.	Formulation of Solution Architecture	R/A	C	C	I	C	C
11.	Creation of Detail Drawing	R/A	C	C	I	C	C
12.	Detailed Design of CCC and Checkpost solutions	R/A	C	C	I	C	C
13.	Development of test cases (Unit, System Integration and User Acceptance)	R/A	C	C	I	C	C
14.	Preparation of final bill of quantity and material	R/A	C	C	I	C	C
15.	SOP preparation	R/A	C	C	C	C	C
17.	Physical Infrastructure setup	R/A	C	I	I	I	C

18.	Procurement of Equipment , edge devices, COTS software (if any), Licenses	R/A	C	I	I	I	C
19.	IT and Non IT Infrastructure Installation	R/A	C	I	I	I	C
20.	Development, Testing and Production environment setup	R/A	C	I	I	I	C
21.	Software Application customization (if any)	R/A	C	I	I	I	C
22.	Development of Bespoke Solution (if any)	R/A	C	I	I	I	C
23.	Data Migration	R/A	C	I	I	I	C
24.	Integration with Third party services/application (if any)	R/A	C	I	I	I	C
25.	Unit and User Acceptance Testing	R/A	C	I	I	I	C
26.	Implementation of Solutions	R/A	C	I	I	I	C
27.	Preparation of User Manuals , training curriculum and training materials	R/A	C	I	I	I	C
28.	Integration with GIS and other office of the CGM IT applications	R/A	C	C	C	C	C
29.	Go Live	R/A	C	I	I	I	C
30.	Operation and Maintenance of ICT, Non IT infrastructure and Applications	R/A	C	I	I	I	C
31.	SLA and Performance Monitoring	R/A	C	I	I	I	C
32.	Logging, tracking and resolution of issues.	R/A	C	I	I	I	C
33.	Application enhancement	R/A	C	I	I	I	C
34.	Patch & Version Updates	R/A	C	I	I	I	C

Note: All decisions will be taken by RSCLRSL which will be abided by all the stakeholders in the above matrix.

R/A = Responsible/Accountable

C = Consulted

I = Informed

5. SECTION 5: EVALUATION PROCESS

5.1. Eligibility/ Pre-Qualification Criteria

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

Sr.	Eligibility Criteria	Attachments
PQ 1	The Sole/Lead bidder should be registered under the companies' act 1956/2013 or a Partnership Firm registered under Indian Partnership Act 1932 Firm or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should be operational at least for last 5 years as on date of publishing of RFP.	Valid copy of the Certificate of Incorporation/Registration under the companies Act 1956 /Partnership Act 1932/ LLP firm Act 2008 For global companies, equivalent certificate in the country of incorporation
PQ 2	Sole/ Lead Bidder or any consortium member (in case of consortium) should have – <ul style="list-style-type: none"> • Demonstrable expertise in Construction –Should have implemented one of the following projects (#) during last three (3) years prior to the stipulated date for submission of bid. (#) – Construction of Check posts, Toll booths, Commercial complexes/ Industrial complexes/ Institutional Building Projects 	Work Orders / Client Certificates confirming year and area of activity. Details of such projects undertaken along with clients' completion certification/letter. In case the project is under implementation, bidder should provide a certificate from the client mentioning the amount of work completed and a performance certificate of the bidder from the client.
PQ 3	Sole/Lead bidder should have <ul style="list-style-type: none"> • Demonstrable expertise and experience in implementation of at least 1 command and control centre software with integration of at least 2 sub-systems – vehicle tracking and management system (VTMS - AVLS), VMS, ITMS, GIS, ERP, E-Gov applications, Parking sensors, Smart poles, RFID, E-Weighbridge and any other ccc relevant smart Application component). • Any such project should have been executed in the last three (3) years from the date of submission of bid 	Work Order / Client Certificates confirming year and area of activity. Details of such projects undertaken along with clients' completion certification/letter.
PQ 4	The sole bidder should have an average annual turnover of minimum INR 75 Cr. n ICT/ITES business for last 3 audited financial years (2015-16, and 2016-17, 2017-18). In case of consortium: <ul style="list-style-type: none"> • In case of consortium the aggregate average annual turnover of consortium members should at least be INR 75 cr for last 3 audited financial years (2015-16, and 2016-17, 2017-18) • The Lead bidder (in case of consortium) should have minimum average annual turnover of minimum INR 45 Cr in ICT/ITES business for last 3 audited financial years (2015-16, and 2016-17, 2017-18). 	<ul style="list-style-type: none"> • Certificate from the statutory auditor/CA clearly specifying the annual turnover for the specified years (to be provided by Sole Bidder or every consortium member in case of consortium) • Consortium agreement clearly stating the roles and responsibilities of each member

Sr.	Eligibility Criteria	Attachments
	<ul style="list-style-type: none"> The consortium members (in case of consortium) should have minimum average annual turnover of minimum INR 30 Cr. for last 3 audited financial years (2015-16, and 2016-17, 2017-18) <p>Note:</p> <ul style="list-style-type: none"> ICT stands for Information, Communications Technology projects and include IT systems integration project. ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric or management of operations through technology enabled solutions. 	
PQ 5	The Bidder should not be under the effect of blacklisting by any Ministry/Department of Government of India or by any State Government department/agency in India or by Government of Gujarat or any of the Government PSUs at the time of bidding	Undertaking by the authorized signatory as per format
PQ 6	<p>The bidder (The Sole bidder or the lead bidder in the case of consortium) should have an aggregate turnover of minimum INR 5 Cr. from Smart Elements Projects (#) for last 3 audited financial years (2015-16, and 2016-17, 2017-18).</p> <p>(#) Bidder should have experience in either of the following elements or projects which are integral part of the project viz. CCC, CCTV Cameras, ANPR solution, E-weighbridge, RFID, (readers and tags), iPoles, Parking sensors, and Smart LED lights.</p>	<ul style="list-style-type: none"> Certificate from the statutory auditor/CA clearly specifying the annual turnover from Smart Elements projects (#) for the specified years. Proof of the projects undertaken (work order and partial/final financial completion certificate from client) for relevant FY
PQ 7	The sole/lead bidder should have at least 200 technically trained employees on its payroll as on 31.01.2018. Out of them 50 employees should be in the Design, development and integrated IT Solution, implementation support, configuration, customization, testing, user acceptance, training, O&M activities, hand holding and application support activities.	Authorization certificate from HR manager
PQ 8	The sole bidder/lead bidder or consortium member should have at least one office in Gujarat and preferably support centres/logistics for the entire state. If the Bidder/lead bidder or consortium member 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.T.-C.S.T. Registration/ Lease agreement should be submitted as proof Or Undertaking Letter
PQ-9	The sole/lead bidder) should have a positive net worth and should be a profit-making company for last 3 audited financial years (2015-16, and 2016-17, 2017-18).	<ul style="list-style-type: none"> Certificate from the statutory auditor/CA clearly specifying the net worth of the firm (to be provided by

Sr.	Eligibility Criteria	Attachments
		<p>each consortium member in case of consortium)</p> <ul style="list-style-type: none"> • Audited Balance Sheet (to be provided by each consortium member in case of consortium) • Audited Profit & Loss Statement (to be provided by each consortium member in case of consortium)

Note:

- The bidder/lead bidder must attach valid documents and undertakings in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper and complete supporting documents, the bid proposals are liable to be rejected.
- The bidder/lead bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid. The bidder/lead bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the OEMs which includes the post-sales support activities for the entire project period.
- All the proposed equipment should not be declared End-of-Support by the OEMs for next 6 years from the date of bid submission.

5.2. Preliminary Examination/ Technical Qualifications

- 5.2.1. 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.
- 5.2.2. 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.
- 5.2.3. 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.
- 5.2.4. Conditional bids are liable to be rejected.

5.3. Methodology & Criteria for Technical, Commercial and final evaluation

- 5.3.1. 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.
- 5.3.2. 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. For the same the sole/lead bidder has to provide a no deviation certificate as per the prescribed format in the tender.
- 5.3.3. The bids will be evaluated for the eligibility criteria first.

- 5.3.4. 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.
- 5.3.5. 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 fulfil 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.

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

Section	Evaluation Criteria	Weightage
A	Bidders/Lead Bidder's Financial Competence	10 %
B	Project Experience of Sole bidder/ consortium members	60 %
C	Approach & Methodology and Project Presentation/ Demonstration	30 %

Sr.	Technical Evaluation Criteria	Technical Evaluation Parameter	Documentary Evidence	Maximum Marks						
A. Bidders/Lead Bidder's Financial Competence										
TQ 1	<p>The sole/lead bidder should have an average annual turnover of minimum INR 75 Cr. in ICT/ITES business for last 3 audited financial years (2015-16, and 2016-17, 2017-18).</p> <p>In case of consortium:</p> <ul style="list-style-type: none"> In case of consortium the aggregate minimum average annual turnover of consortium members should at least be INR 75 cr. in ICT/ITES business for last 3 audited financial years (2015-16, and 2016-17, 2017-18) The Lead bidder (in case of consortium) should have minimum average annual turnover of INR 45 cr for last 3 audited financial 	<ul style="list-style-type: none"> The sole bidder or (lead bidder in case of consortium) must have minimum aggregate average annual turnover from ICT/ITES businesses of INR 75 crore or more as on bid issuance date-will get 70% of total allocated marks. For every additional INR 20 Cr. of turnover, the bidder (lead bidder in case of consortium) will get additional 10% of total allocated marks. <table border="1"> <thead> <tr> <th>Turnover (in Crores)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>=115 Cr</td> <td>100%</td> </tr> <tr> <td>>INR 95 Cr. and <115 Cr.</td> <td>90%</td> </tr> </tbody> </table>	Turnover (in Crores)	Marks	>=115 Cr	100%	>INR 95 Cr. and <115 Cr.	90%	<p>Certificate from the Statutory Auditor / Chartered Accountant. In case Chartered Accountant certificate is submitted the said certificate also need to be counter signed by Company Secretary of the bidder.</p>	10
Turnover (in Crores)	Marks									
>=115 Cr	100%									
>INR 95 Cr. and <115 Cr.	90%									

	<p>years (2015-16, and 2016-17, 2017-18).</p> <ul style="list-style-type: none"> Each of the other bidders (in case of consortium) should have minimum average annual turnover of INR 30 cr. in ICT/ITES business for last 3 audited financial years (2015-16, and 2016-17, 2017-18) <p>Note:</p> <ul style="list-style-type: none"> ICT stands for Information, Communications Technology projects and include IT systems integration project. ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric or management of operations through technology enabled solutions. 	<table border="1"> <tr> <td>> INR 75 Cr. and < INR 95 Cr.</td> <td>80%</td> </tr> <tr> <td>=75 Cr.</td> <td>70%</td> </tr> </table>	> INR 75 Cr. and < INR 95 Cr.	80%	=75 Cr.	70%								
> INR 75 Cr. and < INR 95 Cr.	80%													
=75 Cr.	70%													
B. Project Experience of Bidder/Lead Bidder														
TQ 2	<p>The sole /Lead bidder or consortium member should have demonstrable expertise in implementing ICT infrastructure at Toll booths, or entry exit points for a region (country, state, city) or checkpoints in past 3 years from the date of submission of bid</p>	<ul style="list-style-type: none"> The bidder (lead bidder in case of consortium) having experience of at least one completed ICT project/s in Toll booth or Checkposts will get 70% of total allocated marks. For every additional project the bidder (lead bidder in case of consortium) will get additional 10% of total allocated marks. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #003366; color: white;">No of projects</th> <th style="background-color: #003366; color: white;">Marks</th> </tr> </thead> <tbody> <tr> <td>> = 4</td> <td>100%</td> </tr> <tr> <td>= 3</td> <td>90%</td> </tr> <tr> <td>= 2</td> <td>80%</td> </tr> <tr> <td>= 1</td> <td>70%</td> </tr> </tbody> </table>	No of projects	Marks	> = 4	100%	= 3	90%	= 2	80%	= 1	70%	<p>Copies of respective work orders confirming month + year and area of activity to be attested by authorized signatory Signed confirmation that applicant held the responsibility of prime contractor.</p> <p>Completion certificates along with certified documents as per the requirements. (Items of PO and completion certificates must match)</p>	10
No of projects	Marks													
> = 4	100%													
= 3	90%													
= 2	80%													
= 1	70%													
TQ 3	<p>The sole /Lead bidder or consortium member – Executing Large ICT Projects in</p>	<ul style="list-style-type: none"> The sole bidder (lead bidder in case of consortium) having experience of one completed 	<p>Certificate from the statutory auditor/CA clearly specifying the</p>	10										

	<p>past 3 years from the date of submission of bid</p>	<p>ICT/ITES project worth at least 10 Cr. The bidder will get 70% of total allocated marks. (ICT stands for Information and Communications Technology project and include IT systems integration project. And ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric or management of operations through technology enabled solutions)</p> <ul style="list-style-type: none"> For every additional ICT project (worth at least INR 10 Cr.), the bidder will get additional 10% of total allocated marks. <table border="1" data-bbox="613 1064 1049 1365"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> = 4</td> <td>100%</td> </tr> <tr> <td>= 3</td> <td>90%</td> </tr> <tr> <td>= 2</td> <td>80%</td> </tr> <tr> <td>= 1</td> <td>70%</td> </tr> </tbody> </table>	Number of Projects	Marks	> = 4	100%	= 3	90%	= 2	80%	= 1	70%	<p>past 3 years of turnover from projects mentioned for the specified years. Copies of respective work orders confirming month + year and area of activity to be attested by authorized signatory Signed confirmation that applicant held the responsibility of prime contractor. Completion certificates along with certified documents as per the requirements. (Items of PO and completion certificates must match)</p>	
Number of Projects	Marks													
> = 4	100%													
= 3	90%													
= 2	80%													
= 1	70%													
TQ 4	<p>The sole /Lead bidder or consortium member should have experience in construction of Checkposts/ Commercial complex/ Industrial Complex/ Institutional Building Projects in past 3 years from the date of submission of bid</p>	<ul style="list-style-type: none"> The sole/lead bidder (any consortium member) having experience of one completed project that entails design, engineering, procurement and construction of similar works will get 70% of total allocated marks. For every additional project (similar works), the bidder will get additional 10% of total allocated marks. <table border="1" data-bbox="613 1817 1049 2018"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> = 4</td> <td>100%</td> </tr> <tr> <td>= 3</td> <td>90%</td> </tr> </tbody> </table>	Number of Projects	Marks	> = 4	100%	= 3	90%	<p>Copies of respective work orders confirming month + year and area of activity to be attested by authorized signatory Signed confirmation that applicant held the responsibility of prime contractor. Completion certificates along with certified documents as per the requirements. (Items of PO and completion certificates must</p>	10				
Number of Projects	Marks													
> = 4	100%													
= 3	90%													

		= 2	80%												
		= 1	70%												
TQ 5	Sole/Lead bidder should have experience in building or integrating bespoke /other COTS application with CCC software in past 3 years from the date of submission of bid	<ul style="list-style-type: none"> The Sole/Lead bidder having experience of one completed project that entails development of integrated IT solution/s (dashboard creation fetching/processing data from different systems which could be either bespoke application or COTS products using web services) involving all the phases of SDLC (Software Development Life Cycle will get 70% of total allocated marks. For every additional project, the bidder will get additional 10% of total allocated marks. <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> = 4</td> <td>100%</td> </tr> <tr> <td>= 3</td> <td>90%</td> </tr> <tr> <td>= 2</td> <td>80%</td> </tr> <tr> <td>= 1</td> <td>70%</td> </tr> </tbody> </table>		Number of Projects	Marks	> = 4	100%	= 3	90%	= 2	80%	= 1	70%	Copies of respective work orders confirming month + year and area of activity to be attested by authorized signatory Signed confirmation that applicant held the responsibility of prime contractor. Completion certificates along with certified documents as per the requirements. (Items of PO and completion certificates must match)	15
Number of Projects	Marks														
> = 4	100%														
= 3	90%														
= 2	80%														
= 1	70%														
TQ 6	Sole or Lead bidder's Experience in Command and Control Centre, DC Installations, which integrates at least 3 sub-systems.	<ul style="list-style-type: none"> The bidder (any consortium member) having experience in executing one project that entails operationalisation of Command and Control Centre (covering surveillance/ ANPR/ Parking/WiFi hotspots, other smart sensors management functions) will get additional 70% of total allocated marks. The command and control centre must having just surveillance shall not be considered a valid project. For every additional project (installation of CCC), the bidder will get additional 10% of total allocated marks. <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> = 4</td> <td>100%</td> </tr> <tr> <td>= 3</td> <td>90%</td> </tr> </tbody> </table>		Number of Projects	Marks	> = 4	100%	= 3	90%	Copies of respective work orders confirming month + year and area of activity to be attested by authorized signatory Signed confirmation that applicant held the responsibility of prime contractor. Completion certificates along with certified documents as per the requirements. (Items of PO and completion certificates must match)	15				
Number of Projects	Marks														
> = 4	100%														
= 3	90%														

		= 2	80%														
		= 1	70%														
C. Approach & Methodology and Project Presentation/Demonstration																	
TQ 7	Approach & Methodology	<ul style="list-style-type: none"> Following parameters will be evaluated: <table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Completeness of project plan with detailed solution architecture and execution steps (including training and change management plan)</td> <td>20%</td> </tr> <tr> <td>Network and solution architecture</td> <td>20%</td> </tr> <tr> <td>Integration plan with other CGM applications</td> <td>20%</td> </tr> <tr> <td>Clarity and details shown in BOM</td> <td>20%</td> </tr> <tr> <td>Strategy including software systems to maintain all the SLAs and handling change requests</td> <td>20%</td> </tr> </tbody> </table>	Parameter	Marks	Completeness of project plan with detailed solution architecture and execution steps (including training and change management plan)	20%	Network and solution architecture	20%	Integration plan with other CGM applications	20%	Clarity and details shown in BOM	20%	Strategy including software systems to maintain all the SLAs and handling change requests	20%	Detailed Approach and Methodology including detail solution architecture and Implementation Plan.	10	
Parameter	Marks																
Completeness of project plan with detailed solution architecture and execution steps (including training and change management plan)	20%																
Network and solution architecture	20%																
Integration plan with other CGM applications	20%																
Clarity and details shown in BOM	20%																
Strategy including software systems to maintain all the SLAs and handling change requests	20%																
TQ 8	Project Presentation	<ul style="list-style-type: none"> Following parameters will be evaluated during presentation: <table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Performance of CCC software, quality of its component applications and its integration with various field sensors showing real time values and ability to correlate and draw various analytical reports</td> <td>10</td> </tr> <tr> <td>Showcase the ability, strategy along with citations for the CCC</td> <td>5</td> </tr> </tbody> </table>	Parameter	Marks	Performance of CCC software, quality of its component applications and its integration with various field sensors showing real time values and ability to correlate and draw various analytical reports	10	Showcase the ability, strategy along with citations for the CCC	5	Presentation- The bidder will need to exhibit functional and non-functional requirements through a presentation.	20							
Parameter	Marks																
Performance of CCC software, quality of its component applications and its integration with various field sensors showing real time values and ability to correlate and draw various analytical reports	10																
Showcase the ability, strategy along with citations for the CCC	5																

		software to integrate with several other sub systems whether home grown or COTS product			
		Demonstration of connectivity options from various checkpost locations to CCC at Gandhinagar	5		

5.4. Evaluation of commercial Bids and Selection Method

1. 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.
2. Office of the CGM/GIL will award the Contract to the bidder based on Quality and Cost Based Selection (QCBS) method. No upward revision in the discovered prices in any form will be entertained by Office of the CGM/GIL during the contract period.
3. The Commercial evaluation will be done based on the parameters given below: Total Estimated Commercial Bid of a bidder would be calculated based on quantities given in Section 11. The quantities in this table has been derived/estimated, considering O&M period of 5 years). The extension can be decided in future depending on the satisfactory performance of the bidder by competent authority, future IT infrastructure expansion needs and sole discretion of Office of the CGM/GIL. In case if CGM/GIL decides to given an extension, it would be only for maintenance of ICT equipment which shall be given at the rate of 10% of the CAPEX value of edge devices the equipment being managed and 4 % of central infrastructure being managed.
4. Since the payments to the SI will be made over several years, the Discounted Cash Flow (DCF) method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining price quote by bidder. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids. Detailed modalities for applying DCF technique are as below:
 - A. Net Present Value (NPV) method will be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated below.
 - i. The Office of the CGM/GIL will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
 - ii. NPV will be calculated on the annual cash outflows.
 - iii. Standard software for example 'Excel', 'or any other spreadsheet will be used for NPV analysis.
 - iv. The NPV will be calculate during the formula below:
$$NPV (Cb) = C0 + C1/(1+r)^1 + C2/(1+r)^2 + C3/(1+r)^3 + Cn/(1+r)^n$$
 Where,
 - a) C0 is the sub-total for services provided during implementation phase

- b) C1 is defined as: Cost of O&M Services for the 1st year after “Go-Live” – (Higher value among “Committed revenue in absolute rupee terms for the 1st year after “Go-Live” and “Value derived from the percentage revenue share for the 1st year after “Go-Live””)
- c) C2 is defined as: Cost of O&M services for the 2nd year after “Go-Live” – (Higher value among “Committed revenue in absolute rupee terms for the 2nd year after “Go-Live” and “Value derived from the percentage revenue share for the 2nd year after “Go-Live””)
- d) Cn is defined as: Cost of O&M services for the Nth year after “Go-Live” – (Higher value among “Committed revenue in absolute rupee terms for the Nth year after “Go-Live” and “Value derived from the percentage revenue share for the Nth year after “Go-Live””)
- e) r is the annual discounting rate as specified in Para (2) above

The actual quoted price for each bidder shall be arrived using the formula mentioned above.

Arithmetical errors: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail

5.5. Overall Bid Evaluation and Comparison of Bids

- a) The method of evaluation for successful bidder will be QCBS- Quality cum Cost Based Selection. Wherein **60 %** weightage will be awarded for Technical Evaluation and **40 %** weightage will be awarded for Financial Evaluation
- b) Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

Final Evaluation Criteria - Quality and Cost based selection (QCBS)

1. The individual Bidder's commercial scores (CS) are calculated as per the formula below:

Composite Score (S) = $Ts * 0.6 + Cb * 0.4$ (where Ts being technical score and Cb being price quote by respective bidder)

Where Ts = technical score of bidder (tb)/max technical score secured by a bidder (t xmax)

2. The Bidder with the highest Composite Score(S) would be awarded the contract
3. The bidder achieving the best composite score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same score, the bidder with the higher technical score will be invited for negotiations and awarding the contract. In case of a tie on the technical scores and price quoted, the Cb will be calculated to the third place of decimal and the bidder with lesser Cb will be invited for negotiations and awarding of the contract.

6. SECTION 6: SERVICE LEVEL AGREEMENTS

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 System Integrator to the office of the CGM for the duration of this Agreement.

Service Level Agreement (SLA) shall become the part of Agreement between office of the CGM and the Successful Bidder. SLA defines the terms of the Successful Bidder's

responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

The Successful Bidder (referred as System Integrator, SI) has to supply software/automated tools to monitor all the SLAs mentioned below. The SLA monitoring tool shall be able to provide reports weekly, monthly, quarterly or any dates, for consolidated or individual location for all the mentioned SLA's. The Successful Bidder has to take approval of the office of the CGM for the SLA monitoring tool before deploying it.

Penalties shall not be levied in the following cases:

- a. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder.
- b. The non-compliance to the SLA is due to reasons beyond the control of the Bidder.

Note:

- Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances and certain locations, office of the CGM may agree to qualify as “beyond the control of Bidder”.
- Power shut down would not be considered as “beyond the control of Bidder”.
- Damages due to road accident/mishap will be considered as “beyond the control of Bidder”.
- Deliberate damage to field devices: camera, pole, sensors, field equipments etc. would not be considered as “beyond the control of Bidder”. Bidder is advised to have strong poles and proper housing to protect from such damages.
- Network, weather, cabling issues, mechanical failures would not be considered as “beyond the control of Bidder”
- For RFID readers tag types, ANPR line of sight etc. issues would not be considered as “beyond the control of Bidder”
- Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, the bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical level/Medium level/Low level issues. In case the bidder doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

The System Integrator shall co-ordinate with ISP and get the complaint closed. The SI shall produce documentary evidence regarding failure of bandwidth by ISP and not by Network equipment.

6.1. Definitions

For the purposes of this service level agreement, the definitions and terms specified in the contract along with the following terms shall have the meanings set forth below:

Sr.	Term	Definition
a.	Network Backbone	Refers to Internet Protocol (IP) based routing infrastructure at which the System Integrator has installed network devices for city Wide Area Network
b.	Uptime	Shall mean the time period for the specified services / components with the specified technical service standards are available to the user

		department. Uptime, in percentage, of any component (Non IT and IT) can be calculated as: Uptime = {1- [(Downtime) / (Total Time – Scheduled Maintenance Time)]} * 100
c.	Downtime	Shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
d.	Latency	Refers to the average time required for round-trip packet transfers between selected junctions/locations on the selected portions of the network backbone during a calendar month.
e.	Packet Loss	Refers to the average percentage of IP packets transmitted between selected junctions/locations during a calendar month that are not successfully delivered.
f.	Planned Network Outage	Refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be approved by the CGM or authorized authority and shall be notified to all the concerned stakeholder in advance (at least five working days). It is desirable that such outage shall be taken on Sundays or other Government holidays to the extent possible.
g.	Unplanned Network Outage	Refers to an instance in which no traffic can pass in or out through which users are connects to the network Backbone
h.	Not Keeping CCC Up-to-date	Shall mean that the System Integrator does not keep cooling, electrification, cabling, cleanliness, hygiene and safety requirements and other required infrastructure of CCC in proper working condition and up to date as per the scope of the RFP.
i.	Not Keeping Man-power	Shall mean that the System Integrator does not deploy the required specified quantity and quality of manpower as per RFP or a person deployed is not reporting to the duty.
j.	Accuracy of ANPR System	<ul style="list-style-type: none"> • Number plate in standard format: 80% or higher • Number plate in non-standard format: Gujarati or Hindi 75% or higher
k.	Incident	Refers to any event/abnormalities in the functioning of the Services specified as part of the Scope of Work of the System Integrator that may lead to disruption in normal operations of the surveillance system and other field equipments.
l.	Response Time	Shall mean the time elapsed from the moment an incident is reported in the Helpdesk, over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
m.	Resolution Time	Shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective vendors, getting the confirmatory details about the same from the vendor and conveying the same to the end user), the services related troubles during the first level escalation.
n.	Incidence Resolution (Network)	The network outage, security or performance related issues impacting the network availability/performance and leading to unavailability of the services. Resolution of incidence as per below priority levels:

		<ul style="list-style-type: none"> • L1 Level Severity: Impacting DC , Checkpost or Command and Control Centre • L2 Level Severity: Impacting one or more zones. • L3 Level Severity: Impacting one or junctions/endpoints/offices • L4 Level Severity: Impacting one or more end devices/utilities <table border="1"> <thead> <tr> <th>Sr.</th> <th>Severity</th> <th>Issue Resolution Time</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Level 1</td> <td>1 Hour</td> </tr> <tr> <td>2.</td> <td>Level 2</td> <td>2 Hours</td> </tr> <tr> <td>3.</td> <td>Level 3</td> <td>6 Hours</td> </tr> <tr> <td>4.</td> <td>Level 4</td> <td>24 Hours</td> </tr> </tbody> </table>	Sr.	Severity	Issue Resolution Time	1.	Level 1	1 Hour	2.	Level 2	2 Hours	3.	Level 3	6 Hours	4.	Level 4	24 Hours
Sr.	Severity	Issue Resolution Time															
1.	Level 1	1 Hour															
2.	Level 2	2 Hours															
3.	Level 3	6 Hours															
4.	Level 4	24 Hours															
o.	Incidence Resolution (DC) / field equipment/CCC	<ul style="list-style-type: none"> • Priority Level 1 Incident: Within 1 Hour • Priority Level 2 Incident: Within 12 Hours • Priority Level 3 Incident: Within 24 Hours • Note: Incidents will be logged in the Helpdesk and the O&M Agency will have to resolve the incident and provide necessary updates through the Helpdesk Portal and co-ordinate with the stakeholders. Root Cause should be identified for all incidents; if root cause is not identified then additional penalties will be levied. 															
p.	Request Resolution (DC)/ field equipment/CCC	<ul style="list-style-type: none"> • Priority Level 1 Incident: Within 2 Hours • Priority Level 2 Incident: Within 24 Hours • Priority Level 3 Incident: Within 36 Hours <p>Note: Requests (like password reset, firewall port opening, hardening, etc.) will be logged in the Helpdesk and the successful bidder will have to resolve the request and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders.</p>															

The System Integrator shall co-ordinate with ISP and get the complaint closed. The SI shall produce documentary evidence regarding failure of bandwidth by ISP and not by Network equipment.

6.2. Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for breach conditions. The SI will get 100% of the Contracted value if there are no breaches reported for any of the SLA's.

The penalty would be compounded every quarter. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and approved and audited by the office of the CGM or its appointed Consultant for accuracy and reliability.

SLA monitoring would be responsibility of the SI and the SI has to deploy a system at the office of the CGM. The office of the CGM would ratify the SLA management solution before accepting the SLA monitoring solution/software. The system has to provide monthly reports of all the SLAs and any ad-hoc report as may be required by the CGM.

Office of the CGM shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by office of the CGM on quarterly basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by the office of the CGM after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

Total liquidated damages to be levied on the SI shall be capped at 10% of the total contract value. Liquidated damages to be levied shall be capped at 10% of the CAPEX value during Pre-Implementation period and at 10% of the OPEX value during Post-Implementation period. However, the office of the CGM would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value.

6.3. Pre Implementation SLA

- These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same.
Service Level Requirement	All the deliverables defined in the contract has to be submitted on-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay from the timelines mentioned in the Section 7 “Project Timelines, Milestones & Payment Schedules”.
Penalty for Non-achievement of SLA Requirement	<p>Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.5% of the CAPEX of respective lot/s value per week for first 8 weeks and 0.10% per week for every subsequent week.</p> <p>If the liquidated damage reaches 10% of the total contract value, the office of the CGM may invoke termination clause. Liquidated damage will be computed on CAPEX value of Contract/respective lot/s value of the particular phase.</p>

6.4. Post Implementation SLAs and SLA Matrix

- These SLAs shall be used to evaluate the performance of the services on monthly basis but penalties would be levied for cumulative performance for the quarterly basis.

- The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the successful bidder. The office of the CGM will have the authority to audit these tools for accuracy and reliability.
- Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from the office of the CGM or through the Performance Bank Guarantee.
- The upper limit of penalty would be capped at 10% of the OPEX value for each quarter. In case the calculated penalty crosses 10% penalty of the OPEX value in 2 subsequent quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 20% of the OPEX value.

Sr.	Performance Areas	Expectations	Breach Instances	Penalty Details
1	Cameras			
1.1	ANPR Cameras	<p>ANPR should recognize minimum 80% of standard number plates and 75 % of Gujarati/Hindi and other number plates of the vehicles passing daily through the check post. This is regardless of weather conditions types.</p> <p>The ANPR cameras should work with standard and HSRP number plates which are not damaged.</p>	<p>If less than 80% of standard number plates and 75 % of Gujarati/Hindi & other number plates remain unrecognized per checkpost per day, it would constitute a breach, with undamaged standard and HSRP number plates, and regardless of weather conditions types.</p> <p>How breach would be calculated- $(x/y)*100$, where x is the number of times the number plate got recognized, y is total number of vehicles passed through the checkpost in a day.</p>	2000 Rs per day per checkpost for every instance of breach
1.2	Fixed Cameras positioned on top of weighbridge	<p>Fixed Camera positioned on top of weighbridge must take the bucket image of vehicle, every time a vehicle is being weighed on E-weighbridge. The uptime for E-weighbridge should be $\geq 99.00\%$</p>	The uptime for E-weighbridge should be $\leq 99.00\%$	200 Rs per instance of breach per checkpost
1.3	PTZ & Other Cameras	<p>PTZ camera on checkpost should remain functional 24X7, 365 days a week. By functional it means, they should be able to capture, send images, videos and be</p>	<p>If the PTZ camera per checkpost remains unavailable (not able to send images, videos or be controlled with CCC) for up to 5 hours in a month it would be</p>	500 Rs per instance of breach and 500 Rs per hour thereafter

		controlled and manoeuvre by CCC.	identified as a breach. For every hour of breach post 5 hours would constitute a breach	
2	Parking Sensors			
2.1	Parking Sensors	Parking sensors deployed at all the checkpoints should without fail provide input/triggers to DC as their corresponding parking slots gets occupied or gets free along with the vehicle details. The uptime for Parking sensor should be $\geq 98\%$	The uptime of Parking Sensor should be a minimum of 96%. In case, the uptime is $< 98\%$, it'd constitute a breach.	200 Rs per breach per parking sensor per checkpoint
3	E-weighbridge			
3.1	E-weighbridge	E-Weighbridge at every checkpoint is expected to weigh all the vehicles accurately which are passing through the checkpoint.	Penalty would be imposed for number of vehicles per checkpoint that the E-weighbridge is not able to weigh in a day	100 Rs per checkpoint per vehicle in a day
3.2	E-weighbridge Software	While weighing the vehicles, E-weighbridge software should communicate in real time with following		
3.2.1		a) RTO API's for vehicle details, vehicle owner details.	Any instance where the E-weighbridge software is not able to communicate with RTO API's for fetching the vehicle and vehicle owner's data would constitute a breach	50 Rs per instance of breach
3.2.2		b) ILMS system to check and correlate the vehicle, weighment data with the royalty pass/delivery challan data	Any instance where the E-weighbridge software is not able to communicate with ILMS application for validating	100 Rs per instance of breach

			the vehicle's weight with the weight mentioned royalty pass/ delivery challan for which the royalty was paid for would constitute a breach	
3.2.3		c) the hooter/buzzer should buzz If the vehicle in not aligned properly or if found overweight	Any instance where the E-weighbridge software fails to buzz the hooter when either the vehicle is not aligned properly on E-weighbridge or if found overweight shall constitute a breach	50 Rs per instance of breach
3.2.4		d) the traffic light near the E-weighbridge go green, red depending on whether the weighing process is completed or not	Any instance where the E-weighbridge software fails to flash Green light - when the weighment & its related process are over and if the vehicle is not found overweight Red light- when the weighment & its related process are not over and if the vehicle is found overweight Shall constitute a breach	50 Rs per instance of breach
3.2.5		e) With the ANPR camera on the checkpost	As mentioned in section 1.1. of this table	As mentioned in section 1.1. of this table
4	Boom-Barrier			
4.1	Boom-Barrier	The uptime for Boom-barriers should be at least <=98%.	For any instance of uptime for Boom-Barrier >=98% would constitute a breach	500 Rs per scenario per checkpost
5	RFID Readers			

5.1	RFID Readers	RFID readers installed near E-weighbridge should read the RFID tags mounted on the vehicles with 90% accuracy.	If less than 90% of tags are read per RFID reader per checkpost per day would constitute a breach. How breaches would be calculated- $(x/y)*100$, where x is the number of times the number tags were read, y is total number of vehicles passed through the checkpost in a day	200 Rs per instance of breach per checkpost
6	Smart LED Lights			
6.1	Smart LED Lights	All the smart led lights deployed at checkpost locations should be sending their status to CCC (working/not working etc.) to CCC and should be able to be controlled by CCC. The uptime for Smart LED Lights should be at least $\geq 98\%$.	Any instance where the uptime is $\geq 98\%$ shall constitute a breach.	100 Rs per instance of breach/node
7	Connectivity options from Checkpost to DC			
7.1	Checkpost to DC connectivity	Connectivity should never be interrupted or break, compromised or interrupted at any given time between checkposts, CCC and DC. There should be provision of redundant connectivity options from 2 different service providers from checkpost to DC & CCC. The uptime for this should be at least $\geq 99.9\%$.	Any instance where the connectivity uptime is $\geq 99.9\%$ shall constitute a breach.	500 RS per instance of breach

In addition to the applicable penalty, the office of the CGM shall be within its rights to invoke the termination clause if or anytime the penalty increases by 15% of the OPEX value. Once the penalty cap has increased beyond 10%, if the bidder through better performance delivery for

any quarter brings the levied penalty below 10% then the computation of the 1st of the 2nd consecutive quarters as referred above will reset and will begin afresh.

Software applications performance

Sr.	Performance Areas	Expectations	Breach Instances	Penalty Details
Software applications performance & Other deliverables				
1.1	Software application which includes a) VMS b) Parking Application, c) ANPR application, d) EMS, e) RFID application, f) E-weighbridge application g) CCC software j) Smart Led lights solution	All these applications at any given time should comprehend, show data from their respective field (checkpost) devices and produce defined correlations, analytics alerts defined as per the functional scope on CCC	Any instance for more than 2 minutes where any of these applications are not able to comprehend, show checkpost devices' data and produce analytics, alerts ,correlations as per the functional scope defined shall constitute a breach	200 Rs per instance of breach
1.2	Centralized Information Dashboard on CCC software	Centralized Information Dashboard - This would be a integrating following applications for exchanging data and providing various parameters to CCC to producing necessary analytics, correlations, configure alerts & triggers VTMS- for vehicle's location, vehicle ownership data, ability to geofence vehicles and provide alerts if the vehicle averts any checkpost ILMS- for fetching lease/stockiest/royalty pass/ Delivery challan/royalty amount data. GeoMine- For mining related complaints	The centralized information dashboard application at any given time should be able to produce necessary alerts and provide parameters from various integrated applications to CCC for correlation and analytics. Any instance of Dashboard application's failure to connect with mentioned applications or failure to provide data/parameters to CCC for analytics , correlation should constitute a breach	200 Rs per instance of breach

		<p>GujMine- For attendance of field representatives and reports</p> <p>GIS- to view real leases, stockiest locations, exploration areas, vehicle, checkpoint positions</p> <p>ERP- all the accounting, lease and management data</p> <p>Other field devices</p>		
1.3	Application response time	All the software applications which would be developed as a part of the scope of the project should not take more than 45 ms to deliver any data sets to the user	Any instance where the applications take more than 45 ms to deliver the data sets should be considered a breach	100 Rs per instance of breach
1.4	Feasibility report or any other reports and other deliverables as mentioned in this RFP	All the deliverable should adhere to the timelines mentioned in the RFP	If the deliverables (Reports/documents) are not provided on time , will constitute a breach	5,000 Rs /deliverable/ per week of delay

Hardware devices, networking and other performance related

Sr.	Performance Areas	Expectations	Breach Instances	Penalty Details
Hardware devices, networking and other performance related				
1.1	Time for retrieving data from the storage	The time to retrieve data from the storage should not be more than 4 hours	Any instance where data retrieval takes more than 4 hour shall constitute a breach	100 Rs per instance of breach
1.2	Servers, networking devices, workstations and other hardware's	All the hardware and networking equipment's should be available 24X7, 365 days a year and should not hinder operations either at checkpost or at CCC. This is applicable even during the scheduled maintenance, which should be well informed in advance. The uptime for this should be at least 99.9%.	Any instance except for the informed scheduled maintenance period of more than 1 minute where the uptime is less than 99.9% shall constitute a breach.	500 Rs per instance of breach
1.3	Firewall, Anti-virus, Anti-spamware, and any other security appliance	There should be no incident of intrusion, any sort of attack, any malware detection, any virus /worm/Trojans attacks or any sort of injections. These required security software/hardware should be fully updated with latest patches. These updates should fall under preventive/scheduled maintenance	Any instance of attack of virus, malware, Trojans, worms or sql , script injections etc. or any intrusion/access by any unauthorized users shall constitute a breach	2,00,000 Per instance of breach More than 3 breaches, contract would be liable for cancellation
1.4	Resolution of issue	Any critical issues reported in any application/operations be at checkpost or at CCC should be resolved within following time lines. The priorities shall be defined by the users of the respective system	Any instance where the issue resolution timelines are not obeyed shall constitute a breach	P1 timeline breach -1000 Rs per instance of breach P2 timeline breach -500 Rs per instance of

		<p>P1 –issues – 1 hour</p> <p>P2 –issues- 2 hours</p> <p>P3 – issues- 6 hours</p> <p>P4 – issues- 6 hours</p>		<p>breach</p> <p>P3 timeline breach -250 Rs per instance of breach</p> <p>P4 timeline breach -100 Rs per instance of breach</p>
1.5	Scheduled/prev entive maintenance	Scheduled maintenance would include updating, patching, upgrading of any software or hardware systems. These maintenance activities should be well planned and communicated to office of the CGM/users of the system.	Any instance where the maintenance activities are carried out without any preliminary notice. Very urgent maintenance activities should give notice of at least 2 hours and other should give at least notice of 24 hours Failure to provide any such notice shall constitute a breach	500 Rs per instance of breach of urgent maintenance notice clause

A) Issue Resolution

Definition	Issue Resolution SLA shall monitor the time taken to resolve a complaint / query after it has been reported by the office of the CGM to the System Integrator.
Measurement of Service Level Parameter	<p>Different Issues/Queries shall be classified as in following three categories as defined above.</p> <p>Critical: Issue that impacts more than one production services / is raised by higher management / is impacting high importance areas.</p> <p>Medium: Issue that doesn't impact more than one production services but has a potential to impact or may get escalated to top management if not resolved quickly.</p>

	Low: Upgrades, shifting, preventive maintenance. Issues which don't have impact on services.
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6.5. SLA for Security Breach

Note – This SLA for Security Breach is applicable over and above the SLAs mentioned in above table.

Definition	Security of the video feeds and the overall system is quite important and the successful bidder shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are: <ul style="list-style-type: none"> • Availability of Video feeds to any other user than those authorized by the office of the CGM authorities only. • Availability of any report/data to any other user than those authorized by the office of the CGM authorities only. • Successful hacking of any active component on the network by any unauthorized user OR any other privacy rule is broken as per Govt. of India guidelines
Service Level Requirement	Security compliance of the system should be 100%. There would be Zero Tolerance policy against such breaches.
Measurement of Level Service Parameter	Any reported security breach shall be logged into the SLA Management solution as a security breach.
Penalty for Non-achievement of SLA Requirement	For every security breach reported and proved, there shall be a penalty of INR 2, 00,000/- or lead to termination of contract.

6.6. SLA for Breach in Supply of Technical Manpower

Note – This SLA for Technical Manpower Breach is applicable over and above the SLAs mentioned in the above table.

Definition	Bidder is required to propose the CVs of the required technical manpower as mentioned in this document. It is vital that such manpower available at the office of the CGM and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these manpower.
Service Level Requirement	Availability of the required manpower should be 100%. SI to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with the office of the CGM.
Measurement of Service Level Parameter	Following instances would be considered as SLA non-compliances:

	<ul style="list-style-type: none"> • Replacement of a profile by the bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year) • Non-deployment of the profile for more than 1 month. Authority reserves the right to ask SI to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark <p>Note: Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</p>								
Penalty for Non-achievement of SLA Requirement	<p>For every SLA non-compliance reported and proved, there shall be a penalty as given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #002060; color: white;">Team Member</th> <th style="background-color: #002060; color: white;">Penalty</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td> <ul style="list-style-type: none"> • Penalty of Rs 5,000 in 1st week of non-availability • Penalty of Rs. 10,000/week in 2nd week of non-availability and thereafter </td> </tr> <tr> <td>Networking, security & Infra Expert Server and storage expert , Solution architects, Database administrators</td> <td> <ul style="list-style-type: none"> • Penalty of Rs 2,500 per day of non-availability for 7 days • Penalty of Rs. 5,000 per day of non-availability after 7 days </td> </tr> <tr> <td>For all other team members</td> <td> <ul style="list-style-type: none"> • Penalty of Rs 1,000 per day of non-availability </td> </tr> </tbody> </table>	Team Member	Penalty	Project Manager	<ul style="list-style-type: none"> • Penalty of Rs 5,000 in 1st week of non-availability • Penalty of Rs. 10,000/week in 2nd week of non-availability and thereafter 	Networking, security & Infra Expert Server and storage expert , Solution architects, Database administrators	<ul style="list-style-type: none"> • Penalty of Rs 2,500 per day of non-availability for 7 days • Penalty of Rs. 5,000 per day of non-availability after 7 days 	For all other team members	<ul style="list-style-type: none"> • Penalty of Rs 1,000 per day of non-availability
Team Member	Penalty								
Project Manager	<ul style="list-style-type: none"> • Penalty of Rs 5,000 in 1st week of non-availability • Penalty of Rs. 10,000/week in 2nd week of non-availability and thereafter 								
Networking, security & Infra Expert Server and storage expert , Solution architects, Database administrators	<ul style="list-style-type: none"> • Penalty of Rs 2,500 per day of non-availability for 7 days • Penalty of Rs. 5,000 per day of non-availability after 7 days 								
For all other team members	<ul style="list-style-type: none"> • Penalty of Rs 1,000 per day of non-availability 								

6.7. SLA for Guidelines Breach

Note – This SLA for Guidelines Breach is applicable over and above the SLAs mentioned in above table.

Definition	Guidelines Breach includes non-compliance to guidelines set by Government of India, Government of Gujarat, Department of Information Technology, Department of Science and Technology, various agencies, etc.
Service Level Requirement	It is expected that the System Integrator would comply with all the Policy/ Procedural/Regulatory Guidelines enforced by Government of India, Government of Gujarat, Concerned Agencies and other related bodies and as amended from time to time.

Measurement of Level Service Parameter	In cases of non-compliance to guidelines, resolution of issue is mandatory. The System Integrator would be required to respond with the action plan/ change request, as applicable, and resolve the guidelines breach within 2 weeks.
Penalty for Non-achievement of SLA Requirement	For every occurrence, 0.01% of aggregated OPEX value for all components.

Maximum penalty of 10% of yearly OPEX value will be levied for Guidelines Breach. In case of severe issues, the office of the CGM reserves the right to invoke the termination clause.

6.9 SLA for Delay in deliveries

Note – This SLA for Guidelines Breach is applicable for the delay in supply of materials

Definition	Bidder is required to supply the material on time as mentioned in the project timelines, milestones and payments section.
Service Level Requirement	It is expected that the System Integrator would comply with the delivery schedule for the materials as mentioned in the section 7- project timelines, milestones and payments section.
Measurement of Level Service Parameter	The parameters for measurement of deliveries are as mentioned in the section 7-project timelines, milestones and payments section.
Penalty for Non-achievement of SLA Requirement	For every occurrence, 0.01%/ day of aggregated OPEX value for all components.

Maximum penalty of 10% of yearly OPEX value will be levied for Guidelines Breach. In case of severe issues, the office of the CGM reserves the right to invoke the termination clause.

6.8. SLA Holiday Period

- First month, post successful Go-Live of each smart element, shall be termed as holiday period for SLAs, wherein the SLAs shall not be applicable on the vendor (but it must be monitored and measured). This SLA holiday period is only for the purpose of streamlining the operations and monitoring of the systems and processes.

Any planned application/server downtime would not be included in the calculation of application/ server availability.

7. SECTION 7: PROJECT TIMELINES, MILESTONES & PAYMENT SCHEDULES

Project Timelines

S/N	Deliverables	Timeline
1.	Submission of PBG, Signing of contract and SLA agreement	Within 15 days from the date of issuance of Workorder
2.	Feasibility report	Lot 1 (all locations)– Within 15 days from the date of issuance of Workorder Lot 2 (all locations)- Within 15 days from the date of consent from office of CGM to begin construction work of respective checkpost Lot 3- Within 7 days from the date of issuance of Workorder
A. Lot-1 (Command and Control Center at Gandhinagar)		
C.1	Completion of all the required works related to Civil, Interior, acoustics, BMS and other active/passive networking works etc.	Within 60 calendar days from the date of issuance of workorder
C.2	Delivery of required IT and Non-IT Infrastructure of CCC	Before 7 calendar days from the date of completion of C.1 above (To adhere to the time lines the bidder may have to plan his activities/resources accordingly)
C.3	Installation, Commissioning and FAT of IT and Non-IT-Infrastructure	Within 30 calendar days from the date of completion of C.2 above
B. Lot-2 (Four check posts-Shikarpur, Harshad, Chhota Udaipur and Bagodara)		
A.1.	Completion of Civil work including electrical, power connection, necessary permissions, required reinstatements, plumbing, interior, surroundings as mentioned in the indicative designs provided in this RFP	Within 120 calendar days from the date of issuance of workorder
A.2.	Delivery of IT and Non-IT-Infrastructure	Before 7 calendar days from the date of completion of A.1 above (To adhere to the time lines the bidder may have to plan his activities/resources accordingly)
A.3.	Installation, Commissioning and FAT of IT and Non-IT-Infrastructure along with integration with CCC	Within 30 calendar days from the date of completion of A.2 above
C. Lot-3 (Balance Three check posts-Chiloda, NH-8 Surat and Arambhada)		
B.1	Completion of Civil work including electrical, power connection, necessary permissions, required reinstatements, plumbing, interior, surroundings as mentioned in the indicative designs provided in this RFP	Within 120 calendar days from the date of Site readiness confirmation issued by TENDERER
B.2	Delivery of IT and Non-IT-Infrastructure	Before 7 calendar days from the date of completion of B.1 above (To adhere to the time lines the bidder may have to plan his activities/resources accordingly)
B.3	Installation, Commissioning and FAT of IT and Non-IT-Infrastructure along with integration with CCC	Within 30 calendar days from the date of completion of B.2 above

Note:

- 1.) The Bidder will have to deliver all the required items under the project at its own central ware house (in Ahmedabad or Gandhinagar), whereas the installation has to be done at the edge

locations as defined in the RFP document. All the charges associated with the movement of equipment's/items at the site locations till the successful completion of FAT will have to be borne by the bidder.

- 2.) The custody and responsibility of such delivered equipment's/ items will remain with the bidder, although the Inspections shall be done by the TENDERER or its nominated agency and the payment shall be released as per the payment terms.
- 3.) FAT evaluation will be initiated within 15 days of reporting by the bidder.
- 4.) Rectification of faults, if any, reported during the FAT should be rectified within 15days from the date of feedback provided by the TENDERER.

Payment Terms:

S/N	Category	Payment Milestone
A. Check Post		
A.1.	Payment related to Civil work including electrical, plumbing, interior etc as per the scope of work defined in the RFP document	40% payment upon successful completion of plinth level work
		20% payment upon successful completion of 1 st floor level work
		20% payment upon successful completion of 2 nd floor level, landscaping , gardening and all exterior works
		Balance 20% payment upon successful user acceptance of A.2 i.e. IT - Non-IT Infrastructure and integration of all checkposts of respective lots with CCC at Gandhinagar
A.2.	IT and Non-IT-Infrastructure	50% payment upon successful Delivery and Inspection of IT and Non-IT-Infrastructure
		30% payment upon successful Installation and commissioning of IT and Non-IT-Infrastructure
		Balance 20% payment after successful completion of three months from the date of Successful FAT
B. Command and Control Center		
B.1.	IT and Non-IT-Infrastructure	40% payment upon successful Delivery and Inspection of IT and Non-IT-Infrastructure [#] #Eligible only after completion of required Civil & Interior works of CCC for respective lots
		30% payment upon successful Installation and commissioning of IT and Non-IT-Infrastructure
		Balance 20% payment after three months of successful completion of FAT and Go-Live
C. Operations and Maintenance Charges		
C.1	O&M Charges	Will be paid in equal quarterly instalments after the end of each quarter

Note:

- 1) Invoicing: Bidder shall raise separate invoices for each locations/ site i.e. Check post, CCC etc.
- 2) Payment terms defined above are related to each locations/site i.e. check post, CCC.
- 3) The successful bidder shall submit 2 original copies of invoices along with the necessary supporting documents confirming milestone achieved and other documents as required by the TENDERER for processing of invoices. Invoice should be raised in English language only.
- 4) The TENDERER shall verify the Invoices raised against the milestone achieved and shall make the payment.
- 5) Payment shall be made in Indian Rupees. While making payment, penalties (if any), statutory deductions related to TDS/ income tax will be made by the TENDERER.

- 6) **The payment shall be exclusive of GST and applicable taxes,** Duties/Fees, Levies, Charges and Commissions as applicable under the relevant Local Laws or Laws of India. Should there be a change in such applicable taxes/levies/charges, the actual taxes/levies/charges on the date of billing would prevail.
- 7) If the penalty amount exceeds to the quarterly O&M amount payable to the SI for any year, then the O&M amount will not be paid to the SI and the excess amount shall be deducted or charged from the PBG provided by the SI.
- 8) Some of the applications required to be integrated are ready and some are in the procurement process, hence the integration of the same should be done as and when they are ready and the payment should be provided to vendors upon successful integration of each application.
- 9) The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document of this RFP.
- 10) Payment of the SLA monitoring tool shall be provided to the SI once the office of the CGM approves it.
- 11) Some of the applications required to be integrated are ready and some are in the procurement process, hence the integration of the same should be done as and when they are ready and the payment should be provided to vendors upon successful integration of each application.
- 12) It is a turnkey project. The successful bidder shall be fully responsible for implementing the project in totality and should include the items and their prices, if not included in schedule of requirement to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- 13) In the event of the delay in delivery of contracted services or services is not satisfactory the office of the CGM may procure goods/services from else ware as prescribed in the bid and successful bidder shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e at the risk and cost of the successful bidder
- 14) The successful bidder shall be responsible and take required insurance of for all of their representations working on the site at their own cost. Office of the CGM will not be responsible for any loss or damage to any of the representatives of the successful bidder during the said contract.
- 15) The role of the O&M manpower at checkpoint would be to technically and functionally support the CGM checkpoint operators.

Go Live Criteria for CCC

- All the civil, non –IT infrastructure should be commissioned as per the finalized layout structure.
- All the IT infrastructure should be installed and commissioned as per the requirements and all the technical equipment should function as expected without any glitches, interruption
- DC sites should be setup and operational as per the technical architecture agreed upon. DC should work cohesively and provide all the information as expected without delay to CCC. DC data should be backed up real time to DR.
- SI should exhibit data recovery from DR and other secondary devices as per the scope and SLA's mentioned
- Necessary bandwidth as per the agreed network architecture should be provisioned with redundancy
- Integration of all the IT applications mentioned in the scope with CCC software and its respective centralized information dashboard and the ability of the CCC software to push and pull the data to and from to CCC software's dashboard and perform correlations and analytics upon these datasets.
- Submission of all the SOP's and user manuals, product literatures etc.
- It is proposed for DC to be housed at CCC building/room. However, in case if the space at SDC can be procured, the DC will be housed at SDC.

Go Live Criteria for Checkpost ICT

- All the ICT infrastructure should be installed and commissioned as per the requirements and all the technical equipment should function as expected without any glitches, interruption.
- All the local LAN, cabling and wiring, storage, servers and rack provisioning should be completed and be operational as per the scope.
- All the equipment at the checkpost be E-weighbridge, RFID readers, ANPR camera, other cameras, parking sensors should be able to function locally (isolated) at checkpost. They should also be able to send information/data to DC and CCC as per the scope without interruption and delay.
- Necessary bandwidth as per the agreed network architecture should be provisioned with redundancy
- All the work as per the scope should be completed with necessary permissions as per the scope

The office of the CGM will release the payment within 60 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of the office of the CGM. The office of the CGM shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where the office of the CGM disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in resolution of dispute.

Conditions for Civil Work and its payments

Engineering:

- The SI shall submit an engineering schedule which shall highlight all the engineering items to be submitted as per the contract, including designs, drawings, BOQ etc.
- Based on the engineering schedule, the SI shall submit and obtain approvals on the engineering items and claim payments.

Construction:

- The SI shall submit a detailed work plan & schedule which shall highlight all the activities related to the construction of integrated check posts and related components as per the contract.
- Based on the progress of work and preliminary scrutiny by the office of CGM (or appointed agency), payment of the certified interim amount (as per milestones) shall be made by the office of CGM within stipulated time.
- The bidder/SI has to procure all the necessary permissions which include but not limited to right of way etc at their own cost. Office of the CGM shall not reimburse the cost of the permissions.

7.1. Proposed Bill of Materials

Master BOQ

Sr.	CheckPost Name	CCTV Cameras	Parking sensors	Junction Box	RFID Readers	E-Weighbridge	Smart LED Lights
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		Fixed	PTZ	ANP R	Interna l dome					
1.	Shikarpur Checkpost	4	1	1	2	20	PSI*	2	1	PSI*
2.	Aarambhada Checkpost	4	1	1	2	20	PSI*	2	1	PSI*
3.	Chiloda Checkpost	4	1	1	2	20	PSI*	2	1	PSI*
4.	Bagodara Checkpost	4	1	1	2	20	PSI*	2	1	PSI*
5.	Harshad Checkpost	4	1	1	2	20	PSI*	2	1	PSI*
6.	Chotta uddepur Checkpost	4	1	1	2	20	PSI*	2	1	PSI*
7.	NH8 Surat Checkpost	4	1	1	2	20	PSI*	2	1	PSI*
	Total	28	7	7	14	140	PSI*	14	7	PSI*

PSI*- To be proposed by SI as per the final layout drawing of each individual checkpost

7.2. Detailed Bill of Materials

Sr.	Item Description	Units (Z)	Make details	Model details	Full compliance with RFP requirements (yes/No)
1.	Video Wall Cubes- 70" DLP Projection display in 3x2 arrangement including Video Wall Controller, decoder and Cabling, pedestal, frames & Other Fixtures or any other hardware. Software required for 3X2 video wall.	01 Nos.			
2.	Video Wall Management Software including the licenses for all the cameras to be installed in the project	01 Lot			
3.	CCC software with IOT platform – license cost (with 3 user licenses and with necessary sensors/ devices	01 Nos.			

	licenses) and 100 web and Mobile-based viewing licenses				
4.	CCC software license cost per extra user	01 Nos.			
5.	ANPR system including all hardware (IT & Non-IT etc.) and software with onsite support, patches and upgrades	01 Nos.			
6.	Additional ANPR camera license	07 Nos.			
7.	Indoor Fixed Dome Cameras	02 Nos.			
8.	Parking Software Solution including all necessary installation cost, hardware (servers, IT & Non-IT), patches, upgrades, accessories, other peripherals and onsite support for 5 years.	01 Nos.			
9.	Additional client software license for one checkpost for parking location	07 Nos.			
10.	Enterprise Management System (including SLA, Network, Log Management)	01 Nos.			
11.	RFID Application Software – as per the scope along with, software, patches, upgrades and onsite support for 5 years for each of the 7 locations	01 Nos.			
12.	Additional license for RFID software for additional location	01 Nos.			
13.	E-Weighbridge Software Application for 7 locations	01 Nos.			
14.	Additional E-Weighbridge software license for one checkpost	01 Nos.			
15.	Video management Software including necessary installation cost, hardware, software (servers, IT & Non-IT), patches, upgrades, accessories, other peripherals and onsite support for 5 years	01 Lot			

16.	VMS camera licenses	100 Nos.			
17.	VMS desktop viewing licenses	20 Nos.			
18.	Centralized Enterprise Antivirus software license for workstations and servers, all locations	01 Nos.			
19.	Smart LED lights software which include hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals for 7 locations and onsite support	01 Nos.			
20.	Additional Smart LED light software license for one checkpost	01 Nos.			
21.	RDBMS licenses	01 Nos.			
22.	Backup Software	01 Nos.			
23.	SMS Gateway Modem with PSTN termination with Services for SMS Gateway (uni-directional, with 5000 SMS per day, 100 simultaneous SMS capability)	01 Nos.			
24.	RFID Tags	1000 Nos.			
25.	42 U Networking/IT Rack with cables managers, equipment trays, cooling and necessary accessories (compatible for hosting servers as well as networking devices)	02 Nos.			
26.	L3 Core Switches for DC	02 Nos.			
27.	24 port L2 Switch for CCC	02 Nos.			
28.	Networking Cost (LAN/ Passive Components)	Lump sump			
29.	CCC Monitoring Workstations	03 Nos.			
30.	Network B/w Laser Printer with scanner	01 Nos.			
31.	Indoor Wi-Fi Access Point for CCC	02 Nos.			

32.	Access control systems for CCC and other devices (RFID/Proximity based/biometric)-4 doors	01 Nos.			
33.	UTM for CCC- HA Mode	02 Nos.			
34.	Online UPS with battery backup for 2 hrs at CCC -	01 Nos.			
35.	KVM Module(switch with accessories)	01 Nos.			
36.	PTZ camera joystick	01 Nos.			
37.	Storage	02 Nos.			
38.	Commercial LED Television Set (Meeting room)/ to present imp data	01 Nos.			
39.	Internet Router- 2 for CCC	02 Nos.			
40.	Server load balancer	01 Nos.			
41.	Layer 2 24 port Switch at CCC-	09 Nos.			
42.	Outdoor Layer 2- 8 Port – 3 for each of 7 check posts	21 Nos.			
43.	Fire Safety, suppression system with Alarms	01 Nos.			
44.	Smoke detector system with alarms	01 Nos.			
45.	Ergonomic Chairs	10 Nos.			
46.	Cupboard (5 Feet High)	01 Nos.			
47.	Command and Control Centre Workstation Furniture and Fixtures	05 Nos.			
48.	Electrical Cabling, Power cabling & Necessary Illumination Devices	01 Lot			
49.	Civil & Architectural Work (Raised Floor, False Ceiling, Ducting, Access Doors, Painting, Partitioning, POP etc) -800- And 1000 Sq feet approx. and provision for 100 sq ft of enclosed area for DC room	Lump Sum			
50.	Rodent Repellent	02 Nos.			

51.	Air conditioner -2 ton (5 star energy efficient)	06 Nos.			
52.	Meeting table with fixtures for 5 people	01 Nos.			
53.	Water leak detection system with all required accessories	01 Nos.			
54.	MPLS link of 40 Mbps from each checkpoint to DC (Annual rental and one time charge included)	07 Nos.			
55.	Internet connectivity of 20 Mbps with CPE at CCC	01 Nos.			
56.	DR Infra-Cloud based with minimum interruption or downtime (approx. 30% replica of DC)- only for critical services like video, RFID, weighbridge	01 Lot			
57.	Outdoor Fixed Box with necessary casing, cabling and accessories –IP 65 or higher casing (04 Nos. at each Checkpost)	28 Nos.			
58.	IR illuminator for Box Cameras (04 Nos. at each Checkpost)	02 Nos.			
59.	Outdoor PTZ Camera with built IR illuminators with necessary, casing, cabling and accessories, IP 65 or higher rated casing (01 Nos. at each Checkpost)	07 Nos.			
60.	ANPR Camera preferably with built IR illuminators with LPU Solution and its installation , cabling and accessories, IP 65 or higher casing (01 Nos. at each Checkpost)	07 Nos.			
61.	Indoor Fixed Dome Cameras (02 Nos. at each Checkpost)	14 Nos.			
62.	NVR- 12 channel camera with monitor , for recording surveillance videos with 2 TB storage (01 Nos. at each Checkpost)	07 Nos.			

63.	Desktop PC with licensed OS (01 Nos. at each Checkpost)	14 Nos.			
64.	Boom Barrier with necessary fixings, cabling and accessories	07 Nos.			
65.	9U Networking/IT Rack with necessary 4 fan units with Minimum 10 socket PDU, cable managers, equipment trays and necessary accessories	07 Nos.			
66.	Networking Cost (LAN, Passive Component: Patch Panel, LIU, OFC, Cat6 Cable, Patch Cords, Pipes, Earthing, Lighting Arrester, etc.)	Lump sump			
67.	Diesel Generator Set for checkpost -8 hrs backup in parallel mode- Sizing to be done by SI	07 Nos.			
68.	Online UPS – 60 mins battery backup, backup for all field ICT equipment- Sizing to be done by SI	07 Nos.			
69.	Network Multifunctional Printer with scanner (Heavy Duty)- For printing checkpost slips/tickets	07 Nos.			
70.	Poles for mounting cameras, signage, lights and other sensors (integrated mounting or independent mounting) - one pole should be used for installing multiple devices- 6 meters height - which include hardware, other peripherals and onsite support for 5 years	15 Nos.			
71.	Poles for street lights-9 meters height with which include hardware, other peripherals and onsite support for 5 years	20 Nos.			
72.	L2 Switch- Outdoor Edge level switch (03 No for Each Checkpost)	21 Nos.			
73.	L2 Switch-24 Port (01 No for Each Checkpost)	07 Nos.			

74.	Field Junction Box/Enclosure (IP rating 67) with cooling	Actual quantity arrived for the solution (please specify)			
75.	E-Weigh bridge with which include hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals and onsite support for 5 years (01 Nos. for Each Checkpost)	07 Nos.			
76.	Smart LED-Light with which include necessary fixtures, casing, brackets, hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals and onsite support for 5 years (20 Nos. for Each Checkpost)	140 Nos.			
77.	RFID readers with which include hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals and onsite support for 5 years (02 Nos. for Each Checkpost)	14 Nos.			
78.	MPLS bandwidth on fibre with CPE media (Redundant –from 2 separate providers) of 40 Mbps at -Shikarpur (Kutch) Lat :23.209784, Long :70.715141	01 Nos.			
79.	MPLS bandwidth on fibre with CPE media (Redundant –from 2 separate providers) of 40 Mbps at -Harshad (Dev Bhumi Dwarka) Lat: 21.851602, Long: 69.362014	01 Nos.			
80.	MPLS bandwidth on fibre with CPE media (Redundant –from 2 separate providers) 40 Mbps at - Chhota Udepur (Chhota Udepur) Lat: 22.0181030, Long: 73.6934090	01 Nos.			
81.	MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - Bagodara (Ahmedabad) Lat: 22.637703, Long: 72.191046	01 Nos.			

82.	MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - Arambhada (Dev Bhumi Dwarka) Lat: 22.436337, Long: 69.041653	01 Nos.			
83.	MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - Chiloda (Gandhinagar) Lat: 23.2160319, Long: 72.7252749	01 Nos.			
84.	MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - NH-8 (Surat) Lat: 21.3022670, Long: 72.9542080	01 Nos.			

8. SECTION 8: GENERAL TERMS & CONDITIONS

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. Permits, Licenses and Approvals

It shall be SI's exclusive responsibility to get approvals, permits or license required for the contract. However, the employer may (where he is in a position to do) provide reasonable assistance to SI at the request and cost of the SI in getting Permits, License or Approvals required during the Contract

The rendering of such assistance by the Employer shall not be interpreted as a pretext by the SI as condoning of any delay or non-performance of any of the SI's obligations including performance as per SLAs. The following-up of all such applications shall be the responsibility of the SI.

8.7. 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

8.8. Use of Contract Documents and Information

- 8.8.1. 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.
- 8.8.2. The SI shall not, without CGM's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 8.8.3. 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.

8.9. 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.

8.10. Intellectual Property Rights

- 8.10.1. 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.
- 8.10.2. 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.
- 8.10.3. 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.
- 8.10.4. 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

8.11. Exit Management Plan

- After completion of 5th 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 updated documents, knowledge, source codes to CGM IT Team during the 6th 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.
-

8.12. Inspection/Testing

8.12.1. 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 10th 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

8.12.2. 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 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.
- e) The inspection of the working of the developed software shall be carried out 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.

8.13. 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.

8.13.1. Shall specify the nature of failure.

8.13.2. 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.

8.14. Termination

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

8.14.1. 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.

8.14.2. 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 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.

- 8.14.3. 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.
- 8.14.4. 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.
- 8.14.5. 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
- 8.14.6. No consequential damages shall be payable to the SI in the event of such termination.

8.15. Termination for Default

- 8.15.1. 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:
- 8.15.2. 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
- 8.15.3. If the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
- 8.15.4. If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8.16. 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:

- 8.16.1. 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) 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 office of the CGM in Section 1 of Volume 2 of the RFP.
 - 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.
- 8.16.2. 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.

- 8.16.3. 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.

8.17. Force Majeure

- 8.17.1. 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.
- 8.17.2. 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.
- 8.17.3. 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.

8.18. Payments in case of Force Majeure

- 8.18.1. 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.

8.19. Termination for Insolvency

- 8.19.1. 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 the office of the CGM identified team in this case.

8.20. Resolution of Disputes

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

8.20.1. 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 clause 8.18 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.

8.20.2. 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 re-enactment 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.

8.21. Arbitration

- 8.21.1. 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.
- 8.21.2. The decision of the majority of arbitrators shall be final and binding upon both the parties.
- 8.21.3. All arbitration awards shall be in writing and shall state the reasons for the award.
- 8.21.4. 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.

8.22. Contract Period

The contract period is of 5 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. Department might increase the contract for another 2 years(year on year basis) 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.

8.23. 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.

8.24. 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.

8.25. 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.

8.26. 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.

8.27. Taxes and Duties

The SI shall fully familiarize themselves about the applicable GST and any other applicable taxes 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. The prices quote shall be exclusive of the GST but shall include excise etc charges.

8.28. Legal Jurisdiction

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

8.29. 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.

8.30. Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the office of CGM shall issue any necessary clarification or instruction to the SI, and the priority of the documents shall be as follows:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) Pre and Post bid proceeds

- (d) Form of Tender
- (e) BOQ/Payment schedule
- (f) NIT
- (g) ITT
- (h) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification
- (i) Drawings
- (j) The Client's (CGM) Requirements
- (k) The Special Conditions of Contract;
- (l) The General Conditions of Contract;
- (m) The SI's Proposal; and
- (n) Any other document forming part of the Contract

8.31. Compliance with Statutes, Regulations and Laws

The SI shall familiarize themselves and conform in all aspects with:

- (a) the provision of any enactment in India as applicable from time to time
- (b) the regulations or bye-laws of any local body and utilities.
- (c) the SI shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The SI will arrange necessary clearances and approvals before the Work is taken up. Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any Claim at any stage of work. The SI shall indemnify the office of CGM against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

8.32. Progress Reports

The SI shall submit to the office of CGM Monthly Progress Report which shall, amongst other things, highlight progress & actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the SI proposes to take in order to make good or reduce any delay.

If requested by the office of CGM, the SI shall submit, at weekly intervals, a written report as to the progress of off-Site plants and Materials, if any.

The SI shall also submit to the office of CGM such other reports as may reasonably be required by the department or any relevant authority or public body.

SI shall refer volume 2 of the RFP for project management and report compliance.

8.33. Variation by Office of CGM

- If the office of CGM requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion / reduction in the scope of work, the SI shall submit at his own cost within 14 days or such period as the office of CGM may allow of the receipt of such request of the office of CGM
 - A description of the proposed design and/or work to be performed and a program for its execution,
 - The SI's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.
- The office of CGM shall, as soon as practicable after receipt of proposals, respond with approval, rejection or comments.

If the office of CGM instructs or approves a Variation, the office of CGM shall proceed to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments.

After receipt of proposal, it will be the prerogative of the office of CGM, whether to instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to SI. In case, the design part of variation has been completed on submission of same to the office of CGM, the office of CGM decides to abandon the variation, only cost for design to the extent of work done will be paid to the SI.

8.34. Extension of Time

The SI may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a. "Force Majeure" referred to in Clause 8.17.
- b. SI's work held up for not being given possession of or access to the Site in accordance with the respective lot and date of consent given to begin work.
- c. Instruction of the office of CGM to suspend the Works and the SI not being in default as to reasons of suspension.
- d. Any order of Court restraining the performance of the Contract in full or in any part thereof
- e. Any other event or occurrence which, according to the office of CGM is not due to the SI's failure or fault, and is beyond SI's control without the office of CGM being responsible for the same.
- f. A Variation by office of CGM

However, the SI shall not be entitled to any extension of time where the instructions or acts of the office of CGM are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to

- a. the failure of sub-contractor, to commence or to carry out work in due time
- b. non-availability, or shortage of SI's equipment, labour, utility services, Plant and Materials,
- c. inclement weather conditions, and
- d. the SI not fulfilling his obligations under contract

If the SI considers himself to be entitled to an extension of time for Completion, he shall give notice to the office of CGM of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.

The office of CGM shall proceed to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The office of CGM shall notify the SI accordingly.

8.35. Indemnity

The SI shall indemnify and hold harmless the office of CGM, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the SI, his representative or his employees in the execution of the Works, including professional services provided by the SI or in the guarding the same.

These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

- (a) sickness, or disease, or death of, or injury to any person; and
- (b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and
- (c) loss, damage or costs arising from the carriage of Plant and Materials, or any sub-contractor of any tier.

The Contractor shall also indemnify and save harmless the office of CGM from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc .

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the office of CGM, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the office of CGM as to compensation claimed shall be final and binding.

8.36. Quality Control

All Plant, Goods and Materials to be supplied shall be manufactured, and all work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognized good practice.

Sources of Materials being supplied shall be intimated to the office of CGM and are subject to approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or best practices. Said as otherwise expressly provided in the contract, samples shall be supplied by the SI at his own cost.

9. ANNEXURES: PRE- QUALIFICATIONS -FORMS

9.1. Bid Cover Letter

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Subject: "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining".

Reference: Tender No: <No> dated <DD/MM/YYYY>

Dear Sir,

Having examined the Bid document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid document for the Selection of Implementation Agency for Integrated Command and Control Centre (CCC) and Checkpost for the Commissioner of Geology and Mining. We attach hereto our responses to pre-qualification requirements and technical and commercial proposals as required by the Bid document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the office of the CGM, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead office of the CGM in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document (and subsequent clarification/corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening Date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 E-mail Address :

9.2. Pre-Qualification Documents Checklist

Sr.	Criteria	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	-	DD of Rs. <to be entered> as tender fee (in separate envelop)		
2.	-	EMD of Rs. <to be entered> (Form PQ_1)		
3.	-	Bid Cover Letter		
4.	-	Power of Attorney/board resolution to the authorized signatory of the EOI		
5.	PQ 1	Copy of certificate of incorporation (in case of a consortium all the members have to submit) (Form PQ_2) For global companies, equivalent certificate in the country of incorporation		
6.	-	Power of Attorney for lead bidder of consortium (Form PQ_3)		
7.	Refer 3.4	Consortium Agreement with clearly defined roles and responsibilities of each consortium partner		
8.	PQ 4	Certificate from the statutory auditor/ CA clearly specifying the annual turnover from ICT/ITES projects (#). (#) ICT stands for Information, Communications Technology projects and include IT systems integration project. ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric or management of operations through technology enabled solutions.		
9.	PQ 10	Certificate from the statutory auditor/CA clearly specifying the net worth of the company for last three financial years 2017-18, 2016-17, 2015-16 (Form PQ_4, in case of a consortium all the members have to submit)		

Sr.	Criteria	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
10.		Certificate from the statutory auditor/ CA specifying the overall annual turnover for last three financial years 2017-18, 2016-17, 2015-16 (Form PQ_4, PQ_5, in case of a consortium all the members have to submit)		
11.	PQ 6	Certificate from the statutory auditor/ CA clearly specifying the annual turnover from Smart Elements Projects (#), Civil Projects for last three financial years 2017-18, 2016-17, 2015-16 15 (Form PQ_7, in case of a consortium all the members have to submit) (#) Smart Elements Projects: Projects involving implementation of any of the following solution components : CCC, DC, CCTV Cameras, ATCS, Variable Messaging Sign Boards		
12.	PQ 2, PQ 3, PQ 6	Details of the projects executed (Form PQ_8) along with work orders and completion certificate from client		
13.	PQ 5	Declaration that the firm is not blacklisted by Central Government or any State Government organization/ department in India at the time of submission of the bid (Form PQ_9, in case of a consortium all the members have to submit)		
14.	-	Declaration on stamp paper, for the bidder not being insolvent or in receivership or bankrupt (Form PQ_10, in case of a consortium all the members have to submit)		
15.	-	Copy of the audited profit & loss statements for last three financial years 2017-18, 2016-17, 2015-16 (in case of a consortium all the members have to submit)		
16.	PQ 8	Supporting documents like rent agreement/electricity bill/self-declaration on company's letterhead to be submitted for local office in Gujarat OR Undertaking from authorized signatory to open the local office with warehouse facility within 45 days from issuance of LOI to be submitted		
17.	PQ 7	Technically qualified full-time professionals (Form PQ_11) (in case of a consortium all the members have to submit)		
18.	-	Copy of valid GST registration		

Sr.	Criteria	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
19.	-	Copy of PAN card along with documentary proof of Income Tax returns for the last financial years i.e. 2017-18, 2016-17, 2015-16.		
20.	-	No Deviation Certificate, Total Responsibility certificate and Performance Security form.		

9.3. PQ_1 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 - 382017
 Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT041215322 for Purchase of modems on behalf of Department of Science & Technology, Gandhinagar KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the ----- (hereinafter called" date of validity of BG"), to 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 ----- 2015.

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.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

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 9 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 if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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.

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.

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/10/2014/570/DMO dated 01.04.2015 issued by Finance Department or further instruction issued by Finance department time to time.

9.4. PQ_2 Bidder Information Format

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

To,
DGM-Tech, GIL

Subject: "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining".

Dear Sir,

Please find below details of lead bidder and other consortium members for participation in "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining" tender.

NOTE: To be filled for the lead bidder and each consortium member.

Bidder Information Sheet			
Sr.	Particulars	Lead Bidder	Consortium Member 1/2 /3 (Separate columns)
1.	Name of the Organization		
2.	Type of Organization (Pvt. Ltd./Public Limited/LLP)		
3.	Country of Registered Office		
4.	Address of Registered Office		
5.	Company Registration Details		
6.	Date of Registration		
7.	Details of any Global Certifications (ISO/ ITIL/ CMMi etc.)		
8.	PAN/ Equivalent		
9.	VAT/ Equivalent		
10.	Address of Registered Office in India		
11.	No. of Years of Operation in India		
12.	Stake in Consortium (%)		
13.	Authorized Signatory Name		
14.	Authorized Signatory Designation		
15.	Authorized Signatory Contact Details		

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.1.

9.5. PQ_3: Power of Attorney for Lead Member of Consortium (In case of Consortium)

Whereas the office of the CGM has invited applications from interested parties for the **“Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”**.

Whereas _____ and _____ (Collectively “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____,
 M/s _____ having our registered office at _____,
 M/s _____ having our registered office at _____,
 (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the office of the CGM, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the office of the CGM.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

9.6. PQ_4: Auditor's Certificate for Net worth of Bidder and Consortium Members

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Dear Sir,

This is to certify that the Net Worth as per books and records of _____ for the following financial years are as under.

NOTE: To be filled for the lead bidder and each consortium member.

Sr.	Financial Year Ending	Net Worth (in INR Crores)
1.	31 March 2016	
2.	31 March 2017	
3.	31 March 2018	
Average Turnover		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :**Note:** To be submitted with any other supporting details specified as document proof in Section 5.1.

9.7. PQ_5: Bidder's and Consortium Members' Overall Annual Turnover

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Subject: "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining".

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for "**Selection of System Integrator for setting up of a Command and Control Centre centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining**". I hereby declare that below are the details regarding Overall Turnover for our organization as well as the Turnover of consortium members for last 3 financial years.

Sr.	Details	FY 2014-15 (in INR Crores) (i)	FY 2015-16 (in INR Crores) (ii)	FY 2016-17 (in INR Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1.	Overall Annual Turnover - Lead Bidder				
2.	Overall Annual Turnover - Consortium Member 2				
3.	Overall Annual Turnover - Consortium Member 3				
4.	Overall Annual Turnover - Consortium Member 4				

Contact details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.1.

9.8. PQ_6: Auditor's Certificate for Turnover of Bidder/Consortium Members from ICT/ITES Business

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Dear Sir,

This is to certify that the Annual Turnover from ICT/ITES business as per books and records of _____ for the following financial years are as under.

NOTE: To be filled for the lead bidder and each consortium member.

Sr.	Financial Year Ending	Annual Turnover (in INR Crores)
1.	31 March 2015	
2.	31 March 2016	
3.	31 March 2017	
Average Turnover		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.1.

9.9. PQ_7: Auditor's Certificate for Turnover of Bidder/Consortium Members from Smart Elements

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Dear Sir,

This is to certify that the Annual Turnover, from Smart Elements (# as defined in PQ), as per books and records of _____ for the following financial years are as under.

NOTE: To be filled for the lead bidder and each consortium member.

Sr.	Financial Year Ending	Annual Turnover (in INR Crores)
1.	31 March 2016	
2.	31 March 2017	
3.	31 March 2018	
Average Turnover		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.1.

9.10. PQ_8: Experience of Implementing Smart Elements, Civil & CCC Projects

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **“Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”**. I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members. Every project should have a separate form with its respective details filled.

NOTE: To be filled separately for each project undertaken by the lead bidder and consortium members.

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
Smart Elements (check which were used)					
Setup of Command & Control Centre					
Data Centre					
CCTV Cameras for remote surveillance					
ANPR system					
Parking sensors					

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
RFID readers					
PA system					
E-weighbridge					
Smart Lights					
Please specify others, if any					
Construction (check which were constructed)					
Checkposts,					
Toll booths,					
Commercial complexes					
Industrial complexes					
Institutional Building Projects					
Government buildings					
Set up Command and Control Centre project with following elements (check which were used)					
(VTMS - AVLS)					
ITMS,					
GIS,					
Parking sensors,					
Smart poles					
RFID					
E-Weighbridge					
Other Details					
Total cost of the project					
Total cost of the services provided by the bidder					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of project>					
Mandatory Supporting Documents					
Work Order/Contract for the project					
Completion certificate/Client certificate giving present status of the project and view of the quality of services by the bidder					

Name of the Project	Consortium Member	
	Project 1	Project n
General Information		
Client for which the project was executed		
Name of the client contact person(s)		
Designation of client contact person(s)		
Contact details of the client contact person(s)		
Project Details		
Description of the project		
Scope of work of the bidder		
Deliverables of the bidder		
Technologies used		
Outcomes of the project		
Smart Elements		
Command & Control Centre		
Data Centre		
CCTV Cameras		
ANPR		
Parking Sensors		
Variable Messaging Sign Boards		
Please specify others, if any		
Other Details		
Total cost of the project		
Total cost of the services provided by the bidder		
Duration of the project (number of months, start date, completion date, current status)		
Other relevant information <for each type of project>		
Mandatory Supporting Documents		
Work Order/Contract for the project		
Client certificate giving present status of the project and view of the quality of services by the bidder		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.1.

9.11. PQ_9 Self Declaration Form

(TO BE SUBMITTED PHYSICALLY)

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 / 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/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 /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 / 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/We confirm that 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/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 /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/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:

(Signature and seal of the Notary)

9.13. PQ_10: Self Declaration for Bidder Not Being Insolvent or In Receivership or Bankrupt

<<To be printed on Rs. 100/- Stamp Paper>>

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Dear Sir,

In response to the Tender Ref. No. _____ dated _____ for “Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”, as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____:

is not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons not has, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings does not have a conflict of interest in the procurement in question as specified in the RFP

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Date :
Place :
Seal of the Organization :

9.14. PQ_11 Undertaking for Technically Qualified Full-time Professionals on Company's Payroll

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **"Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining"**. I hereby declare that my company <company's name> has <number > technically qualified professionals as on 31 August 2017.

NOTE: To be filled for the lead bidder and each consortium member.

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:

Sr.	Name of the Resource	Current Role	Qualifications	Total Experience (in years)	Certifications (e.g., PMP or ITIL or TOGAF or CCNP etc.)
1.					
2.					
3.					

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

9.15. No Deviation Certificate

(To be provided on the Company letter head)

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Dear Sir,

Subject: Self Declaration of No Deviation in response to the Request for Proposal for "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining".

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Date :

Place :

Seal of the Organization:

9.16. Total Responsibility Certificate

(To be provided on the Company letter head)

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Dear Sir,

Subject: Self Declaration of Total Responsibility in response to the Request for Proposal for “Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”.

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Date :

Place :

Seal of the Organization:

9.17. Performance Security Form

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. having Principal Office at (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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. 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.

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 Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2016

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

10. TECHNICAL-QUALIFICATION – FORMS

10.1. General Instructions for Preparation of the Technical Proposal

- i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the bidder will matter a lot. All the documents must be submitted in one file only.
- ii. Bidder is expected to divide its bid in following sections/documents:

a. Bidder's Competence to Execute the Project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial capability of the bidder in required formats and supporting documents
- Experience of executing similar projects

b. Technical Proposal

The technical proposal should specify the following:

- Understanding of the project
- Clear articulation and description of the solution design, solution architecture and technical solution and various components including (infrastructure architecture, application architecture, data architecture and physical checkpoint level architecture)
- Details of the application software proposed
- Integration approach with existing infrastructure
- Reasoning for selection of the proposed technology over other options
- Use cases of how CCC will be used for integrated operations should include analytics, alerts, correlations and managing emergency operations (at least 15 use cases)
- Strength of the bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach & Methodology for Design, Installation, Configuration and Maintenance of hosted components, data recovery, hosting infrastructure of the project.
- Solution/software design for SLA mangment along with approach and methodology for management of SLA requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.

- Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.
- The Operations and Risk Mitigation plan.

c. Other Details

- **Bill of Material & BoQ:** The bidder should give details of all the proposed IT and Non-IT components, without specifying the costs in the format given below. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.

Sr.	Name of Item	OEM/ Make	Exact Model	Part No.	Quantity/ License Count Offered
1.	<Item 1>				
2.	<Item 2>				
3.	<Item 3>				
4.	<Item 4>				

- Make and Model (one & only one unique Make and Model per BOQ item is required) of all IT as well as Non-IT components along with datasheets highlighting Technical Specification (Ref: Volume 2) parameters in each datasheet for compliances.
- Compliance to Technical and Functional specifications as mentioned in Volume 2 against each specification feature.
- CVs of the Key Manpower proposed (Qualification of each resource is provided in Volume 2).

d. OEM Details

- OEMs of all proposed equipment/components should have existence in India for last five years as on 31st Mar 2017.
- For the application portfolio of all software equipment/components, standing of these Software equipment/components in the IMS/IDC/Gartner/Forrester Reports shall be considered. For Gartner, in the magic quadrant for components/products from OEM appearing in Leaders and Challengers segment must be proposed. During the demo at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed equipment/components for city conditions. If any brand/product is found un-suitable, bidder may get dis-qualified or may be asked to replace the product with better brands meeting the tender requirements. Without any cost implication or change s in commercial bid.

e. Proposed Team for the Project

- As specified in Technical Bid Evaluation Framework, CGM would give importance to the right people proposed for the project. Bidder may propose different people for different skill-sets required and different responsibilities (during Project

Implementation and Post-Implementation). Following documentation is expected in this section:

- (a) Overall project team (for both Implementation and Post Implementation support phases)
 - (b) Escalation chart for the entire project duration
 - (c) Summary table providing qualification, experiences, certifications and other relevant details
 - (d) Detail CVs in the format attached
- All above mentioned documents shall have an index page with page numbers specified for all the key information/headers on company's cover letter.
 - For the application portfolio of all software equipment/components, standing of the Software equipment/components in the IMS/IDC/Gartner/Forrester Reports shall be considered. For Gartner, in the magic quadrant for components/products from OEM appearing in Leaders and Challengers segment must be proposed. During the demo at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed equipment/components for city

10.2. Documents Checklist for Technical Bid

Sr.	Criteria	Documents to be submitted	Submitted (Y / N)	(Page No.)
1.	TQ 1	Bidder competence (Turnover) related docs (Form TQ_1 & TQ_2)		
2.	TQ 2, 3, 4, 5, 6, 7	<p>Details of projects executed (Form TQ_3) of the following projects (under separate headers)</p> <ul style="list-style-type: none"> • Executing Large ICT Projects in the past 3 years • ICT projects in any of below mentioned areas in past 3 years from the date of submission of bid including Mining, RTO applications, Automated Toll booths ICT infrastructure setup, weighbridge deployments, Mining applications development with turnover >= 5 cr. • Construction of Checkposts/ Commercial complex/ Industrial Complex/ Institutional Building Projects in past 3 years • building and integrating bespoke application or COTS products and integrate it with CCC in past 3 years • Experience in Command and Control Centre, DC Installations, which integrates at least 3 sub-systems some of which may be home grown and some COTS products in past 3 years 		
3.		Details of projects executed (Form TQ_4)		
4.		Understanding of the project		
5.		Description of the design, detailed technical solution architecture and various components including (infrastructure architecture, application architecture, data architecture and physical checkpost/ street layer architecture)		
6.		Details of the application software proposed		
7.		Integration approach with existing infrastructure		
8.		Reasoning for selection of the proposed technology over other options		
9.		Strength of the bidder to provide services including examples or case-studies of similar solutions deployed for other clients		
10.		Approach and methodology for design, installation, configuration and maintenance of hosted components, data recovery, hosting infrastructure of the project		
11.		Approach and methodology for management of SLA requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.		

Sr.	Criteria	Documents to be submitted	Submitted (Y / N)	(Page No.)
12.		Detailed project plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components		
13.		Internet bandwidth and the MPLS bandwidth requirement for the operations		
14.		Risk mitigation plan		
15.		Technically qualified full-time professionals (Form TQ_5)		
16.		Manpower deployed on the project (Form TQ_6)		
17.		CVs of the manpower proposed (Form TQ_7)		
18.		Make and model of all IT as well as Non-IT components		
19.		Compliance to Technical & Functional specifications as mentioned in Volume 2		
20.		Detailed Bill of Materials without prices		
21.		Datasheets highlighting the Technical specification (Ref: Volume 2) parameters in each datasheet for compliances		
22.		Authorization letter from OEMs (Form TQ_8) for all the items mentioned in Annexure F		

10.3. TQ_1 Bidder's and Consortium Members' Annual Turnover

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

DGM- Tech, GIL

Dear Sir,

Subject: "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining".

I have carefully gone through the Terms & Conditions contained in the RFP document for "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining". I hereby declare that below are the details regarding Overall Turnover from ICT/ITES businesses for our organization as well as the Turnover of consortium members for last 3 financial years.

Sr.	Details	FY 2015-16 (in INR Crores) (i)	2016-17 (in INR Crores) (ii)	FY 2017-18 (in INR Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1.	Overall Annual Turnover - Lead Bidder				
2.	Overall Annual Turnover - Consortium Member 2				
3.	Overall Annual Turnover - Consortium Member 3				
4.	Overall Annual Turnover - Consortium Member 4				

Contact details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.3 (Technical evaluation criteria).

10.4. TQ_2: Auditor's Certificate for Net worth of Bidder and Consortium Members

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Dear Sir,

This is to certify that the Net Worth as per books and records of
_____ for the following financial years are as under.

NOTE: To be filled for the lead bidder and each consortium member.

Sr.	Financial Year Ending	Net Worth (in INR Crores)
1.	31 March 2016	
2.	31 March 2017	
3.	31 March 2018	
Average Turnover		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.3 (Technical Evaluation Criteria).

10.5. TQ_3: Details of Experience of Executing Projects

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **“Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”**. I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled separately for each project undertaken by the lead bidder and consortium members.

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Other Details					
Total cost of the project					
Total cost of the services provided by the bidder					
Duration of the project (number of months, start date,					

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
completion date, current status)					
Other relevant information <for each type of the project type>					
Mandatory Supporting Documents					
Work Order/Contract for the project					
Client certificate giving present status of the project and view of the quality of services by the bidder					

Name of the Project	Consortium Member	
	Project 1	Project n
General Information		
Client for which the project was executed		
Name of the client contact person(s)		
Designation of client contact person(s)		
Contact details of the client contact person(s)		
Project Details		
Description of the project		
Scope of work of the bidder		
Deliverables of the bidder		
Outcomes of the project		
Other Details		
Total cost of the project		
Total cost of the services provided by the bidder		
Duration of the project (number of months, start date, completion date, current status)		
Other relevant information <for each type of the project type>		
Mandatory Supporting Documents		
Work Order/Contract for the project		

Name of the Project	Consortium Member	
	Project 1	Project n
Client certificate giving present status of the project and view of the quality of services by the bidder		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified in Technical Evaluation section /section 5.3.

10.6. TQ_4: Details of System Integration Experience of Integrated Control Room/ City-wide Control Room/Emergency Response Centre

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **“Selection of Implementation Agency for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”**. I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled separately for each project undertaken by the lead bidder and consortium members.

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
No. of Integrated Control Room/City-wide Control Room/Emergency Response Centre System implemented					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
Other Details					
Total cost of the services provided by the bidder					
Duration of the project (number of months, start date, completion date, current status)					

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Other relevant information <for each type of the project type, like surveillance/ANPR/ E-weightbridge, Parking sensors>					
Mandatory Supporting Documents					
Work Order/Contract for the project					
Client certificate giving present status of the project and view of the quality of services by the bidder					

Name of the Project	Consortium Member	
	Project 1	Project n
General Information		
Client for which the project was executed		
Name of the client contact person(s)		
Designation of client contact person(s)		
Contact details of the client contact person(s)		
Project Details		
Description of the project		
Scope of work of the bidder		
No. of Integrated Control Room/City-wide Control Room/Emergency Response Centre System implemented		
Deliverables of the bidder		
Technologies used		
Outcomes of the project		
Other Details		
Total cost of the services provided by the bidder		
Duration of the project (number of months, start date, completion date, current status)		
Other relevant information <for each type of the project type, like surveillance/traffic/ disaster management/city operation functions>		
Mandatory Supporting Documents		
Work Order/Contract for the project		

Name of the Project	Consortium Member	
	Project 1	Project n
Client Certificate giving present status of the project and view of the quality of services by the Bidder		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Technical evaluation Section 5.3

10.7. TQ_5 Project Team - Undertaking for Technically Qualified Full-time Professionals on Company's Payroll

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **“Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”**. I hereby declare that my company <company's name> has <number > technically qualified professionals as on 31 August 2017.

NOTE: To be filled for the lead bidder and each consortium member.

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:

Sr.	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the Proposed Position (in Years)	Certifications (e.g., PMP or ITIL or TOGAF or CCNP etc.)
1.						
2.						
3.						

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :

10.8. TQ_6: Undertaking for Manpower Deployed on Project

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

DGM-Tech, GIL

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **“Selection of Implementation Agency for In Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining”**. I hereby declare that following resources are being proposed for the project.

NOTE: To be filled separately by the lead bidder and each consortium member.

Proposed Resources/Manpower Till Go Live

Sr.	Role	Month wise time to be spent by each personnel (in days)						Total	
		Month 1	Month 2	Month 3	Go-Live		
1..	Project Manager								Onsite/Offsite
2.	Functional Lead								Onsite/Offsite
3.	Subject Matter Experts								Onsite/Offsite
4.	Technical lead								Onsite/Offsite
5.	Full Time- on project- Functional Manager – CCC Expert								Onsite/Offsite
6.	Project Support Staff								Onsite/Offsite
7.	System/Business Analyst								Onsite/Offsite
8.	Solution Architect								Onsite/Offsite
9.	Database Developer								Onsite/Offsite
10.	Database Administrator								Onsite/Offsite
11.	Network Engineer								Onsite/Offsite
12.	Technical Expert – Network Admin and Security (Dedicated On premise)								Onsite/Offsite
13.	Server Administrator								Onsite/Offsite
14.	Technical Expert (VMS) (Dedicated on site)								Onsite/Offsite

2.						
3.						
4.	<Add more rows as required>					

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

Note: To be submitted with any other supporting details specified as document proof in Section 5.3.

10.9. TQ_7: CVs of the Manpower Proposed

<<CV of the proposed Manpower to be submitted in the following format>>

1.	Name of the Staff																			
2.	Current Designation in the Organization																			
3.	Proposed Role in the Project																			
4.	Proposed Responsibilities in the Project																			
5.	Date of Birth																			
6.	Education	▪ <Degree>/<Diploma>, <College/University>, <Year of Passing>																		
7.	Key Training and Certifications																			
8.	Language Proficiency	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Language	Reading	Writing	Speaking												
Language	Reading	Writing	Speaking																	
9.	Employment Record (For the Total Relevant Experience)	<table border="1"> <thead> <tr> <th>From / To:</th> <th>Employer</th> <th>Position Held</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			From / To:	Employer	Position Held													
From / To:	Employer	Position Held																		
10.	Total No. of Years of Work Experience																			
11.	Total No. of Years of Experience for the Role Proposed																			
12.	Highlights of relevant assignments handled and significant accomplishments	<p>Use following format for each project</p> <table border="1"> <tr> <td>Name of Assignment/Project:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main Project Features:</td> <td></td> </tr> <tr> <td>Positions Held:</td> <td></td> </tr> <tr> <td>Activities Performed:</td> <td></td> </tr> </table>			Name of Assignment/Project:		Year:		Location:		Client:		Main Project Features:		Positions Held:		Activities Performed:			
Name of Assignment/Project:																				
Year:																				
Location:																				
Client:																				
Main Project Features:																				
Positions Held:																				
Activities Performed:																				

Note: 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: _____

10.10. TQ_8: Format for Authorization Letters from OEMs

<<To be printed on OEM's Letterhead and signed by Authorized Signatory of OEM>>

Date: DD/MM/YYYY

To,
DGM-Tech, GIL

Subject: "Selection of System Integrator for setting up of a Command and Control Centre with centralized information dashboard and automated Checkposts for the office of the Commissioner of Geology and Mining" – Authorization Letter from OEMs.

Reference: Tender No: <No> dated <DD/MM/YYYY>

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing/development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment/software manufactured/developed by us.

We herewith certify that the above mentioned equipment/software products are not end of the life and we hereby undertake to support these /software for the duration of minimum 5 years from the date of this letter.

Yours faithfully,

(Signature of the Authorized Signatory of OEM)

(Signature of the Authorized Signatory of Lead Bidder)

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Date:

Date:

Place:

Place:

Business Address:

Business Address:

11.COMMERCIAL BID FORMAT AND INSTRUCTIONS

11.1. General Instructions

1. Bidder should provide all prices as per the prescribed format in this section.
2. All the prices are to be entered in Indian Rupees (INR) only.
3. Price shall be exclusive of taxes and shall be strictly submitted in the given format. Applicable tax components 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.
4. It is mandatory to provide breakup of all taxes, duties and levies wherever asked for.
5. The office of the CGM reserves the right to ask the SI to submit proof of payment against any of the taxes, duties and levies indicated.
6. **CapEX should not be more than 70% of the project value**
7. The office of the CGM shall take into account all taxes, duties and levies for the purpose of evaluation.
8. The SI needs to account for all out of Pocket expenses due to boarding, lodging and other related items.
9. Office of the CGM may or may not procure DC, DR equipment from the SI. However, the SI needs to quote the prices for mentioned DC and DR equipment mentioned. SI should feel free to list any other items or increase the quantity of any other items if they deem appropriate.
10. The SI needs to provide prices per checkpost in the mentioned format. The same prices should be used for calculating the cost of building and managing all the 7 checkposts or any other checkposts to be constructed with same features in next 1.5 years. The formula would be (Price quoted by SI/ checkpost * X), where X is the number of the checkposts.
11. All the prices mentioned should be valid for a period of 1.5 years.
12. Variation in quantities of individual items shall be permitted. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits. Office of the CGM might or might not order all the items or the item quantities outlined in the RFP. The SI should not have any objection on the same.
13. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by the office of the CGM. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
14. For the purpose of evaluation of Commercial Bids, the office of the CGM shall make appropriate assumptions to arrive at a common Bid Price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the bidder.
15. The office of the CGM also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to the office of the CGM.
16. SI should refer functional requirements of the system mentioned in this tender and benchmark specifications for the items mentioned in the Commercial Formats.

17. Line items mentioned in the Commercial Formats are for representation purpose and SI may propose alternate technology/solution (with proper justification). Bidders are required to suitably add line items/merge the cost components depending upon their proposed solution.
18. No escalations of prices will be considered under any circumstances.
19. The software licenses provided should be perpetual and at enterprise level such that The office of the CGM (or any entity as determined by the office of the CGM) can use the software products irrespective of number of users and number of field devices (sensors, cameras, etc.) or number of cores of computer. Additions to users or field devices or number of cores will have to be done at no additional cost.

11.2. Detailed BOQ & component wise summary and commercial bid formats

Bidders are requested to submit their commercial/financial bid component wise that is for CCC & Checkpost separately. Each component's bid would further be segregated into CapEX and OpEX and construction cost.

Schedule A- CapEX – Command and Control Center & Check post

Amount in INR

CapEX – Command and Control Centre & Check post					
Sr.	Item Description	QTY (A)	Unit Rate (B) (Without Taxes)	Total Rate ('C) (Without Tax) (A*B)	Applicable Taxes (%)
I. Command and Control Centre					
1.	Video Wall Cubes- 70" DLP Projection display in 3X2 arrangement including Video Wall Controller, decoder and Cabling, pedestal, frames & Other Fixtures or any other hardware. Software required for 2X3 video wall.	01 Nos.			
2.	Video Wall Management Software	01 Lot			
3.	CCC software with IOT platform –license cost (with 3 user licenses and with necessary sensors/ devices licenses) and 100 web and Mobile-based viewing licenses	01 Nos.			
4.	CCC software license cost per extra user	01 Nos.			
5.	ANPR system including all hardware (IT & Non-IT etc.) and software with onsite support, patches and upgrades	01 Nos.			
6.	Additional ANPR camera license	07 Nos.			
7.	Indoor Fixed Dome Cameras	02 Nos.			
8.	Parking Software Solution including all necessary installation cost, hardware (servers, IT & Non-IT), patches, upgrades, accessories, other peripherals and onsite support for 5 years	01 Nos.			
9.	Additional client software license for one check post for parking location	07 Nos.			
10.	Enterprise Management System (including SLA, Network, Log Management)	01 Nos.			
11.	RFID Application Software – as per the scope along with, software, patches, upgrades and onsite support for 5 years for each of the 7 locations	01 Nos.			
12.	Additional license for RFID software for additional location	01 Nos.			
13.	E-Weighbridge Software Application for 7 locations	01 Nos.			
14.	Additional E-Weighbridge software license for one check post	01 Nos.			
15.	Video management Software including necessary installation cost, hardware, software (servers, IT & Non-IT), patches, upgrades, accessories, other peripherals and onsite support for 5 years	01 Lot			
16.	VMS camera licenses	100 Nos.			

17.	VMS desktop viewing licenses	50 Nos.			
18.	Centralized Enterprise Antivirus software license for workstations and servers, all locations	01 Nos.			
19.	Smart LED lights software which include hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals for 7 locations and onsite support	01 Nos.			
20.	Additional Smart LED light software license for one check post	01 Nos.			
21.	RDBMS licenses	01 Nos.			
22.	Backup Software	01 Nos.			
23.	SMS Gateway Modem with PSTN termination with Services for SMS Gateway (uni-directional, with 5000 SMS per day, 100 simultaneous SMS capability)	01 Nos.			
24.	RFID Tags	1000 Nos.			
Network, Servers and Storage Devices					
25.	42 U Networking/IT Rack with cables managers, cooling equipment trays and necessary accessories – should be capable of housing network, servers and storage devices	02 Nos.			
26.	L3 Core Switches for DC	02 Nos.			
27.	24 port L2 Switch for CCC	02 Nos.			
28.	Networking Cost (LAN/ Passive Components)	Lump sum			
29.	CCC Monitoring Workstations	03 Nos.			
30.	Network B/w Laser Printer with scanner	01 Nos.			
31.	Indoor Wi-Fi Access Point for CCC	02 Nos.			
32.	Access control systems for CCC and other devices (RFID/Proximity based/biometric)-4 doors	01 Nos.			
33.	UTM for CCC- HA Mode	02 Nos.			
34.	Online UPS with battery backup for 2 hrs at CCC -	01 Nos.			
35.	KVM Module (switch with accessories)	01 Nos.			
36.	PTZ camera joystick	01 Nos.			
37.	Storage	02 Nos.			
38.	Commercial LED Television Set (Meeting room)/ to present imp data	01 Nos.			
39.	Internet Router- 2 for CCC	02 Nos.			
40.	Server load balancer	01 Nos.			
41.	Layer 2 24 port Switch at CCC-	09 Nos.			
42.	Outdoor Layer 2- 8 Port – 3 for each of 7 check posts	21 Nos.			
Furniture & fixtures					
43.	Fire Safety, suppression system with Alarms	01 Nos.			
44.	Smoke detector system with alarms	01 Nos.			
45.	Ergonomic Chairs	10 Nos.			
46.	Cupboard (5 Feet High)	01 Nos.			
47.	Command and Control Centre Workstation Furniture and Fixtures	05 Nos.			
48.	Electrical Cabling, Power cabling & Necessary Illumination Devices	01 Lot			

49.	Civil & Architectural Work (Raised Floor, False Ceiling, Ducting, Access Doors, Painting, Partitioning, POP etc) - 800-1000 Sq feet approx.	Lump Sum			
50.	Rodent Repellent	02 Nos.			
51.	Air conditioner -2 ton (5-star energy efficient)	04 Nos.			
52.	Meeting table with fixtures for 5 people	01 Nos.			
53.	Water leak detection system with all required accessories	01 Nos.			
Connectivity and Bandwidth					
54.	250 Mbps Point to Point redundant link between SDC & CCC provided from different service provider	01 Nos.			
55.	MPLS link of 40 Mbps from each checkpost to DC (Annual rental and one-time charge included)	07 Nos.			
56.	Internet connectivity of 20 Mbps with CPE at CCC	01 Nos.			
DR Infra					
57.	DR Infra-Cloud based with minimum interruption or downtime (approx. 30% replica of DC)- only for critical services like video, RFID, weighbridge	01 Lot			
			Sub-Total (I)		
II. Software Integration					
58.	Integration of CCC software with the following: <ul style="list-style-type: none"> ILMS (Integrated lease management application, as per the scope) Geomine and Gujmine mobile applications Other applications of dept., if required 	Lump sum			
59.	Integration of CCC software with VTMS (Vehicle tracking and management application)	Lump sum			
60.	Integration of CCC software with GIS Platform	Lump sum			
61.	Integration of CCC software with ERP platform	Lump sum			
			Sub-Total (II)		
III. Checkpost – CapEX					
Cameras- Checkpost					
62.	Outdoor Fixed Box with necessary casing, cabling and accessories –IP 65 or higher casing (04 Nos. at each Checkpost)	28 Nos.			
63.	IR illuminator for Box Cameras (04 Nos. at each Checkpost)	02 Nos.			
64.	Outdoor PTZ Camera with built IR illuminators with necessary, casing, cabling and accessories, IP 65 or higher rated casing (01 Nos. at each Checkpost)	07 Nos.			
65.	ANPR Camera preferably with built IR illuminators with LPU Solution and its installation, cabling and accessories, IP 65 or higher casing (01 Nos. at each Checkpost)	07 Nos.			
66.	Indoor Fixed Dome Cameras (02 Nos. at each Checkpost)	14 Nos.			
Networking, hardware, software- Checkpost					

67.	NVR- 12 channel camera with monitor, for recording surveillance videos with 2 TB storage (01 Nos. at each Checkpost)	07 Nos.			
68.	Desktop PC with licensed OS (01 Nos. at each Checkpost)	14 Nos.			
69.	Boom Barrier with necessary fixings, cabling and accessories	07 Nos.			
70.	9U Networking/IT Rack with necessary 4 fan units with Minimum 10 socket PDU, cable managers, equipment trays and necessary accessories	07 Nos.			
71.	Networking Cost (LAN, Passive Component: Patch Panel, LIU, OFC, Cat6 Cable, Patch Cords, Pipes, Earthing, Lighting Arrester, etc.)	Lump sump			
72.	Diesel Generator Set for checkpost -8 hrs backup in parallel mode- Sizing to be done by SI	07 Nos.			
73.	Online UPS – 60 mins battery backup, backup for all field ICT equipment- Sizing to be done by SI	07 Nos.			
74.	Network Multifunctional Printer with scanner (Heavy Duty)- For printing checkpost slips/tickets	07 Nos.			
75.	Poles for mounting cameras, signage, lights and other sensors (integrated mounting or independent mounting) -one pole should be used for installing multiple devices- 6 meters height - which include hardware, other peripherals and onsite support for 5 years	15 Nos.			
76.	Poles for street lights-9 meters height with which include hardware, other peripherals and onsite support for 5 years	20 Nos.			
77.	L2 Switch- Outdoor Edge level switch (03 No for Each Checkpost)	21 Nos.			
78.	L2 Switch-24 Port (01 No for Each Checkpost)	07 Nos.			
79.	Field Junction Box/Enclosure (IP rating 67) with cooling	14 Nos.			
80.	E-Weigh bridge with which include hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals and onsite support for 5 years (01 Nos. for Each Checkpost)	07 Nos.			
81.	Smart LED-Light with which include necessary fixtures, casing, brackets, hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals and onsite support for 5 years (20 Nos. for Each Checkpost)	140 Nos.			
82.	RFID readers with which include hardware, software, (servers, IT & Non-IT), controller, accessories, other peripherals and onsite support for 5 years (02 Nos. for Each Checkpost)	14 Nos.			
Bandwidth					
83.	One-time cost for MPLS bandwidth on fibre with CPE media (Redundant –from 2 separate providers) of 40 Mbps at -Shikarpur (Kutch) Lat :23.209784, Long :70.715141	01 Nos.			
84.	One-time cost for MPLS bandwidth on fibre with CPE media (Redundant –from 2 separate providers) of 40	01 Nos.			

	Mbps at -Harshad (Dev Bhumi Dwarka) Lat: 21.851602, Long: 69.362014				
85.	One-time cost for MPLS bandwidth on fibre with CPE media (Redundant –from 2 separate providers) 40 Mbps at - Chhota Udepur (Chhota Udepur) Lat: 22.0181030, Long: 73.6934090	01 Nos.			
86.	One-time cost for MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - Bagodara (Ahmedabad) Lat: 22.637703, Long: 72.191046	01 Nos.			
87.	One-time cost for MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - Arambhada (Dev Bhumi Dwarka) Lat: 22.436337, Long: 69.041653	01 Nos.			
88.	One-time cost for MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - Chiloda (Gandhinagar) Lat: 23.2160319, Long: 72.7252749	01 Nos.			
89.	One-time cost for MPLS bandwidth on fibre with CPE (Redundant –from 2 separate providers) of 40 Mbps at - NH-8 (Surat) Lat: 21.3022670, Long: 72.9542080	01 Nos.			
Sub-Total (III)					
Total Schedule- A (Sub-total I + II+I II)					
Total -In words					

Schedule B- OpEX – Command and Control Center & Checkpost

OpEX Annual Maintenance Contract for Checkpost (Support) for 5 years								
Sr	Item Description	Units (Z)	Charges for 1 st Year	Charges for 2 nd Year	Charges for 3 rd Year	Charges for 4 th Year	Charges for 5 th Year	Applicable Taxes (%)
OpEX- Operations and Maintenance contract for 5 years - Checkpost								
1	Check post ICT infrastructure's – Operational and maintenance for 3 yrs	01 Nos.						
Connectivity & Bandwidth for all the 7 checkpost locations								
2	Recurring charges for MPLS bandwidth (Redundant – from 2 separate providers) of 40 Mbps (to be considered as same for all the checkpost	01 Nos						

	locations) all with CPE							
3	Recurring charges per extra 10 Mbps for future scalability on existing links	01 Nos.						
Manpower								
4	Checkpost operators (01 per shift)	03 Nos.						
OpeX-CCC								
5	Command and Control Centre & DC- operations and maintenance with on- site warranty							
Connectivity & Bandwidth								
6	Recurring Charges for 250 Mbps Point to Point redundant link with CPE between SDC & CCC provided from different service provider	01 Nos.						
7	Recurring charges Cost per extra 10 Mbps bandwidth for future scalability on the existing links	01 Nos.						
8	Recurring charges Internet connectivity with CPE of 20 Mbps with CPE at CCC	01 Nos.						
Manpower								
9	Project Manager	01 Nos.						
10	Server and storage expert	01 Nos.						
11	Infra Expert- Expert at Networking & Security expert	01 Nos.						
12	CCC Supervisors (2+2+2) shifts	06 Nos.						

13	CCC & VMS expert (1 per shift)	03 Nos.						
14	Software Developer (for the technology used to develop centralized information dashboard or able to program on CCC's software SDK)	01 Nos.						
Total – Schedule (in INR)								
Total (in Words)								

Schedule C- Construction cost per checkpost

Amount in INR

CapEX – Construction Cost /Checkpost					
Sr.	Item Description	QTY (A)	Unit Rate (B) (Without Taxes)	Total Rate ('C) (Without Tax) (A*B)	Applicable Taxes (%)
Checkpoint construction cost					
1.	Engineering, Construction (Civil works for checkpost and utility installation, testing and commissioning) and installation of all field equipment (Civil work support), Integrated testing, commission and Maintenance (defect liability period)	Lump sum			
2.	Sub structure works (Includes excavation, RCC works (foundation), back filling, brick masonry, etc)	Lump sum			
3.	Super structure works (includes RCC works (slab, column, beams), Brick masonry, staircase, etc.	Lump sum			
4.	Finishing items – wall cladding, flooring, plastering, painting, etc.	Lump sum			
5.	MEP & other services – Mechanical, electrical & Plumbing works, firefighting system, public address system, etc.	Lump sum			
6.	Installation of equipment like e-weighbridge, boom barriers, etc.	Lump sum			
7.	Completion of parking shed with parking sensors and its integration with administration building / CCC	Lump sum			
8.	Overall testing & commissioning of entire checkpost as per scope	Lump sum			
Total – Schedule (in INR)					
Total (in Words)					

Consolidated Project Cost (CCC & Checkpost)

Sr	Item Description	Total CapEX (INR)	Total OpEX (INR)
1	Schedule A		
2	Schedule B		
3	Schedule C		
Total – (in INR)			
Total (in Words)			

Note:

- 1.) These integrated applications have to provide necessary parameters to CCC dashboard along with other application's data and parameters to command, produce necessary analytics and correlations. SI have to write the API's or web Services; necessary accesses would be provided.
- 2.) Please provide complete details of item/work with make, model, quantity, duration, resources etc.
- 3.) For components mentioned as lot for UOM detailed break of line items along with quantity & pricing for respective lot shall also be provided
- 4.) Include all items from above annexures
- 5.) All the equipment should be provided with required mounting accessories, mounting, peripheral, brackets etc. other IT & Non-IT /software required to make it functional and operational.
- 6.) All the software should be provided with free upgrades, patches as required to keep software up to date and bug free functioning.
- 7.) All the hardware and software should be provided with onsite warranty and support for 5 years. Warranty of all the products will start from the date of commissioning of the respective equipment.
- 8.) In case of any revision in the latitude and Longitude details for the checkpost locations, the same will be communicated to the bidders.
- 9.) For MPLS bandwidth, the last mile connectivity should be on fibre media Only
- 10.) Office of the CGM may and may not buy all the items mentioned above and will decide which equipment to buy from the items mentioned above.