

Bid Document

Name of Work: Selection of Agency for providing Body worn Camera system including video feed management software and body worn camera hardware and accessories at various Police Station on behalf of The DG & IG of Police, Home Department, Govt. of Gujarat, Gandhinagar

Tender No: HWT170120604

TENDERER: The DG & IG of Police, Home Department, Govt. of Gujarat, Gandhinagar

Pre-Bid Meeting:

Date & Time: 28.01.2020 at 1500 hrs.

Venue: Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector 10A, Gandhinagar – 382 010

Bid Due Date: 12.02.2020 up to 1500 hrs.

Un-priced Bid Opening:

Date & Time: 12.02.2020 at 1700 hrs.

Venue: Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector 10A, Gandhinagar – 382 010

Bidding Agency Address:

Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector 10A, Gandhinagar – 382 010
Phone No.: 079 - 232 56022, Fax No.: 079 - 232 38925
Website: www.gil.gujarat.gov.in

Note: Please address all queries and correspondence to

DGM (Tech)

Gujarat Informatics Limited,
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector 10A, Gandhinagar – 382 010
Phone: 079 - 232 56022
E-mail: viveku@gujarat.gov.in

Introduction

Gujarat Informatics Limited (GIL), on behalf of on behalf of The DG & IG of Police, Home Department, Govt. of Gujarat, Gandhinagar (herein after referred as the "TENDERER") invites the bid for Selection of Agency for providing Body worn Camera system including video feed management software and body worn camera hardware and accessories at various Police Stations.

The selected Agency shall be fully capable and experienced in the work of carrying out Body Worn Camera System including Application Software. The Selected Agency must have trained and certified manpower including technicians capable of carrying out this job. The agency is required to deploy the trained & experienced manpower for this project.

Successful bidder will have to supply, install & perform the acceptance test of the supplied equipment(s) & Application Systems at each location as per terms and conditions of the bid document. Bidder is requested to offer the cost for all the items and all the accessories as mentioned in bid document. GIL does not guarantee any fixed quantity at the time of signing the tender.

Bids are hereby invited from the Bidders having capability and resources in supplying & carrying out Body Worn Camera System at various Police Stations as per the details in bid. Proposal in the form of BID are requested for the item(s) in complete accordance with the documents to be uploaded as per following guidelines:

- 1) Bidder shall submit their bids on <https://www.gil.nprocure.com>.
- 2) The Bidder will have to remit Non-Refundable Bid Processing Fees of **Rs. 17,700/-** & Earnest Money Deposit (E.M.D.) of **Rs. 60,00,000/-** (Rupees sixty lakh only) (Refundable) **on or before the date & hours of submission of bid (i.e. 12.02.2020 up to 1500 Hrs)** in a sealed cover at GIL office with the heading "Bid processing fees & EMD for **Tender No HWT170120604** for Selection of Agency for providing Body worn Camera system including video feed management software and body worn camera hardware and accessories at various Police Station.
 - a. Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
 - b. EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid up to validity of **9 months** from the date of bid submission) of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure A) and must be submitted along with the covering letter.
 - c. Please affix the stamp of your company on the overleaf of demand draft.
 - d. **Note:** Failing to submit physical covers of EMD and bid processing fees at GIL on or before **12.02.2020 up to 1500 Hrs** may lead to the rejection of the bid
- 3) The bid shall specify time schedule of various activities.
- 4) Bid complete in all respects should be uploaded on or before the Bid due date.
- 5) Interested and eligible Bidders are required to upload the eligibility related document in Eligibility Bid Section, technical related document in Technical Bid Section & commercial bid in Commercial Bid Section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Eligibility, Technical & Commercial Bid must be uploaded to <https://gil.nprocure.com> & the Bid Security and Bid Processing Fees must be delivered to the office of Gujarat Informatics Ltd.
- 6) **The Bidder may quote only one option (i.e. one product can be quoted) against each item.** Bidders are required to mention Make and Model of the product (Do not write "OEM" against items. Bidders are expected to give make and model of the product).
- 7) The Bid Processing Fees & Bid Security Section and Eligibility Section will be opened on the specified date & time in presence of the committee members and representatives of the bidders who choose to attend. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.
- 8) Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause / Article-wise in your bid under the heading Deviations.
- 9) Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

Section - 1: Eligibility Criteria

| Sr. No. | Pre-Qualification Criteria | Attachments |
|----------------|--|--|
| 1. | The bidder should be a registered company under Companies Act, 1956 and should be in existence in last 5 (five) years in India as on bid submission date. | Copy of the certificate of registration of firm should be enclosed. |
| 2. | The Bidder should have average annual turnover of Rs. 30 Crore during last 3 audited financial years (2016-17, 2017-18, 2018-19) from business of IT/ICT/Security Surveillance Solution System Integration. (Form E1) | Copy of the last three years audited financial statements Audited Balance Sheet and CA Certificate. For FY 18-19 in case of non-availability of audited accounts CA certificate confirming the turnover as per the criteria should be enclosed. |
| 3. | The bidder must have office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment. (Form E2) | Please attach the copy of any two of the following: Property tax bill/Electricity Bill/ Telephone Bill/VAT/CST Registration/ Lease agreement. |
| 4. | The bidder/OEM should have implemented/ongoing at least 1 (one) IP CCTV Surveillance system (setting up or O&M) /Body Worn Camera system (setting up or O&M) projects in last 5 (five) years as on bid submission date having a minimum value of Rs. 5 crores or TWO projects having a minimum value of Rs. 2.5 crores each. (Form E3) | Details of such projects undertaken on Bidder's letter head along with clients' on-going/completion certificate/ letter stating project value and work completion status should be enclosed. |
| 5. | The OEM/Body Worn Camera Product Company should have implemented at least 5000 Body Worn Camera in a single project (of quoted Body worn camera brand) in last 5 (five) years as on bid submission date. (Form E4) | Details of such projects undertaken along with work order or contract agreement or client certificate confirming clause requirement |
| 6. | OEMs of proposed equipment/components should have their own registered office in India as per the prevalent/ applicable laws of India and be in operation in India. Registered offices by way of Joint ventures, Franchise, agency, distribution partners will not be considered. (Form E5) | Supporting Document: OEM Undertaking on its letter head along with copies of supporting documents any two of the following: Property Tax Bill /Electricity Bills /Telephone Bills /VAT Registration/ CST Registration/ Valid Lease Agreement/certificate of incorporation, confirming the compliance to the clause requirement |
| 7. | In case bidder is not an OEM then an authorized undertaking will be required from the OEM stating that OEM will discharge all responsibilities under warranty for the period indicated in the contract, in case the bidder fails to do the same for any reason. (Form E6) | OEM Undertaking on its letter head duly signed by authorized signatory |
| 8. | Bidder and OEM should not be blacklisted/debarred by any Ministry of Government of India or by Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding. | Self-Declaration as attached/affidavit |

Note:

- (i) Consortium is not allowed for bidding in this bid.
- (ii) The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- (iii) All the proposed equipment should not be declared End-of-Support by the OEMs for next 7 years and should not be end of production for next one year from the date of bid submission.
- (iv) The MAF is required for all the line items being supplied under this project.

Section - 2: Scope of work

The office of DG & IG of Police (Planning and Modernization) has planned to implement the Body Worn Camera Systems across the state of Gujarat by providing Body worn cameras to the various Field Police staffs. The Bidder under the scope of work in this RFP is envisaged to design the solution including but not limited to Supply, Installation and Commissioning of Equipment's/hardware, software required for the successful Implementation and operations of Body Worn Camera System at various locations spread across the state (herein after referred to as the "SITE"), on behalf of the "TENDERER" as per the functional and technical specifications, scope of work mentioned in this Bid document. The bidder shall be responsible for implementation of the work as defined in the bid document.

Bidder is responsible for supply, installation, commissioning, training, warranty and O&M of all the required components of BWC system like Body worn camera, Video Feed Management System, Work Stations, Docking/charging station, Storage, etc. along with its accessories for successful running of the system.

Commissionerate of transport wants to procure for 350 nos. of body worn camera and related hardware from the said bid (the qty. for the same is incorporated in this bid). The Body worn camera will be distributed in 37 nos. of offices (1 -Commissionerate of transport 14-RTO and 22-ARTO) across the Gujarat as per requirement. Bidder have to Supply, Installation and Commissioning of Equipment's/hardware, software required for the successful Implementation and operations of Body Worn Camera System as per requirement of Commissionerate of transport at various locations spread across the state as per the functional and technical specifications, scope of work mentioned in this Bid document.

2.1 Desktop based Video feed management software

- a) Bidder is responsible for providing VFMS (Video feed management software) required for viewing/transfer of live/recorded video feeds. Bidder will be responsible for providing all the required license in the name of TENDERER valid perpetual for life with support, update and upgrades.
- b) It is envisaged that every police personnel will visit the respective police station once in a day to transfer the recorded/stored data as well as for charging of the BWC.
- c) Bidder will also responsible for providing required hardware for hosting of This local /desktop based software with storage able to store recorded data (Image/Video/Audio) of 90days duration at each of the police stations.
- d) It will be used for storing, viewing of recorded images, videos & audio and Tagging for search and uploading the data earmarked for the evidence purpose to the Centralized web-based software/application hosted at GOG Private cloud environment at GSDC, Gandhinagar.
- e) Docking station will automatically start the charging as well as transferring of the recorded data once BWC device attached with it.
- f) During the contract period any change that is required by department will be incorporated by SI/Bidder without any additional cost.
- g) It should have minimum following functionalities/features.
 - i. Login & Role based access with Audit Trail for all the software operations.
 - ii. Can Cut, Copy the image, videos & audio from the body worn camera device and store the same on local system/server with the relevant information like date & time stamp, location, GPS data etc.
 - iii. One should be able to get a clip of video for the important part/section and can upload the same to the centralized system for storage and record
 - iv. One can search the videos based on the recorder (whom the camera was assigned using which the recording happened), Date & Time, location and incident
- h) Proposed software should be independent to camera OEMs, and it should be able to integrate and work with all type of body worn cameras available in the market.
- i) The Desktop based video feed management software should be able to play back a GPS record of the Device related to the footage.

- j) For sizing purpose: At present TENDERER is planning to buy 10350 BWC cameras at 1000 police station/ locations. Proposed solution should be scalable up to 15000 Body worn Camera.
- k) The Desktop based video feed management software should support redaction (audio/video) of footage within the application without permanently modifying the original footage (so that evidence value is not diminished), including the ability to:
 - o Blur/redact the image or part of image on specific parameters (i.e. children etc.)
 - o Overlay a spotlight
 - o Annotations to highlight parts of the video
 - o Separate the audio and video portions of the file
 - o Noise Reduction
 - o Video Stabilization
 - o Change Format
- l) The Desktop based video feed management software should be able to report a complete view of all information/data that is shared as well as provide historical information on the sharing of files.
- m) Each file generated by the Desktop based video feed management software should be unique and generated from pertinent elements of metadata associated with the file. The format of such naming conventions will be defined during design to meet Gujarat Police's requirements and will be universal across the Desktop based video feed management software.
- n) The Desktop based video feed management software must record all audit information to prove 'chain of custody' over evidence, through a permanent and time-stamped complete audit trail of all attributes and actions.
- o) **Metadata based Grouping: Proposed system should allow grouping based on the parameters like event date/time/location of video/audio/images. Further, it is not a pre-requisite for the submission of the bid, however, the successful bidder will have to showcase the same at the time of FAT.**
- p) The Desktop based video feed management software should have **advance search capability** allowing users to search and generate device/GPS location/perimeter/user/any other parameter wise various comprehensive MIS reports w.r.t to stored data, activities performed etc.

2.2 Web based centralized Video feed management system

- a) Bidder is also responsible for providing a centralized application/software hosted at GOG-Private cloud infrastructure at GSDC, Gandhinagar. This application/software will be used for storing of flag/earmarked data (Image, Video, audio) perpetual for life. There will be a web based front end of the proposed application/software allowing users across the state to upload the flag/earmarked data.
- b) As mentioned above, Bidder is required to propose the required compute power, storage and other requirement to host the web based centralized video feed management software. The necessary compute infrastructure will be provided by TENDERER at Gujarat State Data Center, Gandhinagar. SI shall be responsible to provide all the required OS, Database or any other third-party tools with their AMC/ATS for 5 years for the contract period. During the contract period any change that is required by department will be incorporated by SI/Bidder without any additional cost.
- c) For sizing purpose: At present TENDERER is planning to buy 10350 BWC cameras at 1000 police station/ locations. Proposed solution should be scalable up to 15000 Body worn Camera.
- d) **Hosting Requirement:**
The State Data Center will provide the virtualization/cloud environment. Bidder has to provide proposed bill of material as following format in the technical bid.

i. **Bill of Material for Hardware**

| Sr. No. | *Description | vCPU | RAM | HDD Space | Quantity | Remarks, if any |
|---------|--------------|------|-----|-----------|----------|-----------------|
| | | | | | | |

- e) SI shall be responsible to get Web based centralized Video feed management system security audited by CERT-In Empaneled application security Auditors before hosting the application at SDC (State Data Center) and

submit the Security Audit Clearance Certificate issued by CERT-In Empaneled Security Auditors. The expenditure of security audit will be borne by SI.

- f) This system should have the following functionalities:
- Login & Role based access with complete Audit Trail for all the CRUD operations.
 - Role based access to the stored data, tempered proof log file generation having complete audit trail
 - It should be integrated with the Desktop based VFMS for auto uploading of data once any feed/image earmarked/flag as evidence data at local police station by the user without any manual intervention.
 - Users of the Police Stations (where the desktop application is installed to store the body-worn camera output) will upload the important image and videos clips with the relevant information.
 - One can search the video clip and photos based on the recorder (whom the camera was assigned using which the recording happened), Date & Time, location and incident
- g) The web based centralized video feed management software should support a comprehensive identity and access capability, like:
- Multiple tiers of user permissions established based on business needs, roles and functions.
 - Check user identification and authorization rights against a trusted
 - source before providing access to the Solution or information/data
 - Ability to prevent external agencies, including the chosen provider, to view Gujarat Police stored data.
 - Ability to share individual or grouped data with external agencies when required, with a full audit trail.
- h) The Web based centralized video feed management software should support a comprehensive search functionality to search all metadata within the Body Worn Camera storage solution, via:
- Multiple parameters
 - Specific parameter exclusions
 - Items using specified ranges
- i) The results of searches should be based on user access profiles and should return null result if there is no access to any record.
- j) The Web based centralized video feed management software should have functionality to review content from within the application including the ability to:
- Play, fast forward, rewind, pause
 - Define bookmarks
 - Progress on a frame by frame basis
 - Navigate track (Video/Audio)
 - Zoom in & out
 - Rotate image / video
 - Capture screenshot
- k) The Web based centralized video feed management software should be able to play back a GPS record of the Device related to the footage.
- l) The Web based centralized video feed management software should be able to report a complete view of all information/data that is shared as well as provide historical information on the sharing of files.
- m) The Web based centralized video feed management software must record all audit information to prove 'chain of custody' over evidence, through a permanent and time-stamped audit trail of all attributes and actions occurring.
- n) **Metadata based Grouping: Proposed system should allow grouping based on the parameters like event date/time/location of video/audio/images. Further, it is not a pre-requisite for the submission of the bid, however, the successful bidder will have to showcase the same at the time of FAT.**
- o) The Web based centralized video feed management software should have **advance search capability** allowing users to search and generate device/**GPS location/perimeter**/user/any other parameter wise various comprehensive MIS reports w.r.t to stored data, activities performed etc.

2.3 Body worn Cameras

- a) Bidder shall also be responsible to Supply, Installation, Commissioning & Maintenance of Body Worn Cameras for the use of field police personnel/staff location spread across the State.
- b) **The body worn camera must have unique identifier (ID) e.g. serial number on the original manufacturer's level.**
- c) The Body Worn Camera Device must have uniform mounting options (clips, fastening, others), to enable mounting on a variety of Gujarat Police operational uniforms, including Police shirt, Commando Uniform, Raincoat, High visibility vest, Plain Clothes. Chest mounting platforms shall be compatible with both male and female body types. The viewpoint must be adjustable for different body heights.
- d) The Solution must support the ability for the user to detach Body Worn Camera Device and set up on a table/other surface to independently record (i.e. the member does not have to hold it).
- e) The camera field of view should be adjustable when attached to the user to ensure the best video evidence is captured regardless of the user's shape, size or their other equipment demand.
- f) **Proposed Body worn camera device should support various network connectivity mediums like 3G/4G, Wi-Fi to connect, view live feeds, transfer, send alerts to the pre-configured users/authorities, etc. directly from the field in case of emergency or as and when required. Further, required SIM cards will be provided by the Tenderer.**
- g) The Body Worn Camera Device should be light weight and should not emit appreciable levels of heat during use and standby.
- h) Field of view: Minimum 100 degree or better
- i) Should support mic for voice recording and audio play back
- j) The Body Worn Camera Device should have measures in place to protect data in following events:
 - **Inability to hack or be affected by a virus (e.g. by using encryption)**
 - No data is lost due to power failure
 - Not possible to overwrite data once recording capacity is reached
 - Disrupted video file is still readable if a device malfunction during recording
 - Audio & Video is still recorded if the camera malfunctions.
 - **Prevent un-authorize access to data directly from device**
- k) The Body Worn Camera Device should have batteries which are removable and/or replaceable. Battery should function for minimum 15 hours, if fully charged.
- l) Proposed camera should be ruggedized and it should Function in extreme weather conditions, Shock resistant, being dropped (Min. 2mtr) or stepped on, Water & dust resistant (Ingress Protection of IP65 or better).
- m) The Body Worn Camera Device should be able to capture video and still images in varying resolution SD (480p), HD (720p), FHD (1080p) with video at 30 frames per second or greater.
- n) **The body worn camera should function within the operating temperature range of 0 to 55 Degree Celsius**
- o) Proposed BWC camera should have storage capable of keeping recording for min. 3-4days. Further it should be supplied with min 32GB SD card scalable up to 128GB.
- p) The Body Worn Camera Device should have the ability to do pre and post event **audio & video** recording of **Minimum one minute to Maximum two minutes**. Should be able to enter into recording mode by just pressing the record button.
- q) Should have physical buttons like Power on/off, Audio/Video Recording, snapshot, SOS etc.
- r) Should support night vision and recording and infrared mode (Auto IR Cut).
- s) The Body Worn Camera Device should be able to save the footage in a commercially available format: for example, MPEG-4, MOV, AVI (Non-Proprietary Codecs), H.264, JPEG (for images), MP3 (for audio), AAC (for audio)
- t) The Body Worn Camera Device should have the ability to automatically tag recorded video with available metadata, for example:
 - Locational information (GPS)

- Data and Time
 - Serial number/ID of the camera
 - Details of the current user - Member ID etc.
 - Frame Counter
- u) Each BWC should be supplied with connector (USB 2.0 or better, HDMI port (optional)) for data transfer/uploading/camera access and other accessories required for successful functioning of the BWC system.
- v) All compression (including the adjustment of the real time clock) of the BWC should be possible via a PC based windows application. the management application should allow the user to backup and transfer data from one or more multiple BWC and also query for video/photograph on the basis of device, user, time, filename.
- w) Each BWC should be supplied with a separate charger and required accessories like cable, Clip, charger, mounting accessories etc.
- x) The user should not be able to delete/edit/overwrite original video file/photograph/audio. The deletion /uploading/transfer of video/photograph on a PC should be possible only through the management software and should be administrator controlled and system should have the complete audit trail along with the user details, activities performed etc.
- y) Product should have standard safety certificate.
- z) **The proposed solution should not compromise on video/audio/images quality as they may be required for submission as evidence in the court as and when required.**
- aa) **The proposed solution should support access control and restrict the unauthorized access. Further, it should also create complete audit trail in case anybody tries to access the device/system without proper authentication.**

2.4 Work station and charging facility (Docking Station) at Police station

- a) Each police station should be provided Work Station with docking station with necessary IT Infrastructure to charge the cameras and store/retrieve the camera feed by installing the desktop video feed management software.
- b) The work station (Monitor, Keyboard, Mouse) should have minimum intel core i5 processor, min 8 GB RAM and 4 TB Hard disk for storage, OS should have Windows 10 professional preloaded with media and documentation and certificate of authenticity, internal/external speaker, Minimum 04 USB 2.0 ports with each PC, Monitor with min 18 inch or higher LED backlit TFTs with TCO 5.0 or better, keyboard-USB or Ps/2 104 Keys keyboard, Mouse-USB or PS/2 Two button scroll optical mouse with pad.
- c) The docking station should have multiple mounting options (e.g. desk or wall mounted). The docking station should have minimum 6 ports which are able to charge and upload multiple BWC Device data at the same time.
- d) The docking station and Device should not get over heated during charging. Also, charging for periods longer than this should not damage the Body Worn Camera Device or battery or affect the life of the battery.
- e) Configuration of the Body Worn Camera Devices shall only be accessible by authorized users or Administrators.
- f) The Docking Station should be completely Integrated with inbuilt computing hardware
1. Should charge all the body cameras simultaneously
 2. Should automatically transfer the data from the body camera to the HDD
 3. Should be configurable so that Data is cleared from the body camera on successful transfer
 4. Automatic Data overwriting on the HDD
 5. Search for video/audio/image by Date/Time, Device ID
 6. Embedded Web Server
 7. Network Interface -10M/100M/1000M
 8. Video interface -HDMI/VGA
- 9. USB 2.0 / 3.0**
- 10. Docking station does not rely on cables/connectors requires to be plugged-in into the Body worn camera device**
- g) Workstation should be supplied with BIS certified, 600VA Line Interactive UPS with 84 vah-15minutes battery back-up.

2.5 Operation & Maintenance support:

- a) Bidder will provide post-implementation on-site support and comprehensive warranty for 5 (five) years for the supplied items. The bidder shall further be responsible for providing required maintenance, service and necessary onsite support/OEM support for the entire contract duration from the date of successful completion of FAT (Final Acceptance Test). It shall be the bidder's responsibility to replace any defective parts/equipment's without any additional cost to the TENDERER. The defective part so replaced shall be the property of the bidder. The bidder shall keep enough spares at the SITE location/its own location during warranty and maintenance period and the cost for the spare-parts are to be borne by the bidder.
- b) SI shall be responsible to provide O&M support for all the components supplied with this bid like Body worn Camera, Desktop based video feed management software at Police station, Web based centralized Video feed management system, Work station/docking station and charging facility at Police station for a period of 5 years from the date of successful completion of FAT (Final Acceptance Test) and go-live.
- c) Bidder is also required to provide two manpower at central location (Gandhinagar, Gujarat) for day-to-day handling of various O&M related queries and providing required support for the entire contract duration.
- d) Operation and Maintenance shall involve but shall not be limited to the following activities;
 - Ensure the desired functioning of the Interface / integration /camera devices
 - Software installation and testing whenever required
 - Provide technical support on system parameters and requirement of Police department
 - Provide handholding support and training services as part of the post implementation services, on a scheduled basis as well as on a need basis.

2.5.1 Web based Centralized and Local desktop-based video feed management software O&M Support

- The SI has to provide the operation & maintenance for the period of 5 years' resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes.
- Ongoing technical support for application
- Fine Tuning updates/patches reporting
- Fixing vulnerabilities /run-time errors in the applications
- Development, Testing and Implementation for Bug-Fixes
- Generate reports on changes made in applications
- Generate reports on change given to support team
- System administration and database management support
- Development of new application release
- Deployment of new application on production servers
- Synchronize the application release in all application servers of police department.
- Maintaining checklist for the status of deployment on all servers
- Monitoring & Reporting Server/ System performance
- Backup/Restore data

2.5.2 Body worn camera Device O&M Support

- The comprehensive maintenance and warranty of hardware shall include following but not limited to these;
- In case of failure, the successful bidder needs to repair or replace the faulty part/component/device to restore the services at the earliest.
- The cost of the repairing or replacement of faulty part/component/device has to be entirely borne by the Successful bidder.
- All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the successful bidder as part of comprehensive maintenance.
- The successful bidder also needs to make alternate arrangement in case of any major failure in the hardware or software due to which services gets affected.

- After repairing or replacement of the part/component/device, the Successful bidder needs to put the same into operation.

2.5.3 Helpdesk Support:

- Bidder is required to provide a 24x7x365days operational centralized helpdesk contact details (email, contact no. along with the escalation matrix contact details) for user to raise their complaints and get the desired resolution.
- User should get the ticket number on email/mobile automatically upon successful registration of complaint and should be able to get the real time status of complaints raised. Further, if required bidder may need to visit onsite for complaint resolution during the contract duration.

2.6 Training:

- a) The Successful bidder shall provide the necessary Training, technical support, Standard Operating Procedure (SOP) and other information to the TENDERER'S and its users in and after implementing the proposed system. The TENDERER at any time during the currency of the Agreement should have access to the proposed content.
- b) SI shall be responsible to providing the one time operational training for using the Body worn camera, desktop and centralized software to the users of TENDERER.
- c) Department will provide the infrastructure for training viz. Conference room, Computers, Seating, Furniture, Network Bandwidth only for Training.
- d) The reference/training material shall be provided by the SI in hard as well as in soft form. The logistic for the trainer shall be arranged by the SI. However, the logistic for the trainee will be arranged by the Police department.
- e) System Integrator is responsible to provide the Training Plan, Training Material to Department.
- f) System Integrator shall submit the Training Report with Training Feedback to Department.

Section-3: Instructions to Bidders

ARTICLE - 1: GENERAL INSTRUCTION TO BIDDERS

All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the TENDERER on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TENDERER. Any notification of preferred bidder status by the TENDERER shall not give rise to any enforceable rights by the Bidder. TENDERER may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of GIL. This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. The TENDERER/ GIL may terminate the RFP process at any time and without assigning any reason. GIL make no commitments, express or implied, that this process will result in a business transaction with anyone.

ARTICLE - 2: COST OF BIDDING

- 2.1** The Bidder shall bear all costs associated with the preparation and submission of the Bid and TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 2.2** Bidder is requested to pay **Rs. 17,700/-** as a bid processing fee (Non-refundable) & Earnest Money Deposit (E.M.D.) of **Rs. 60,00,000/-** (Rupees sixty lakh only) (Refundable). In case of non-receipt of bid processing fees & EMD the bid will be rejected by GIL.

ARTICLE - 3: BIDDING DOCUMENTS

The Bidder(s) can download the bid document and further amendment if any freely available on <https://www.gil.gujarat.gov.in> and <https://www.gil.nprocure.com> and submit the bid on <https://www.gil.nprocure.com> on or before due date & time of the tender. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

ARTICLE - 4: CLARIFICATION ON BIDDING DOCUMENTS & PRE-BID MEETING:

- 4.1** Bidders can seek written clarifications up to **2 days before pre bid meeting** to DGM(Tech.), Gujarat Informatics Ltd., 2nd Floor, Block No. 2, Karmayogi Bhavan Gandhinagar 382 010 and pre-bid meeting will be held as per the schedule. GIL / TENDERER will try to clarify & issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the bid submission date.

ARTICLE - 5: AMENDMENT OF BIDDING DOCUMENTS

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

ARTICLE - 6: LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GIL / THE OFFICE shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE - 7: SECTIONS COMPRISING THE BIDS

7.1 The quotation should be scan-able and distinct without any option stated in.

7.2 The bid submitted shall have the following documents:

a) EMD & Bid Processing Fees Section:

The EMD (refundable) & bid processing fee (non-refundable) to be furnished to GIL office on or before date & hours of submission of bid in a sealed cover super scribed with the bid document number. The details are required to be filled in this section.

b) Eligibility & Technical Section:

i. Clause by clause Compliance statement for Bid document including annexure to be uploaded.

ii. All deviations and / or non-compliance clauses shall be listed separately & uploaded.

iii. Letter of Authority for signing the bid.

iv. All Annexure/Table, duly filled-in with necessary proofs, as required and stated in the bid document.

v. Make & Model of quoted item in the bid with brochures\ website literature.

vi. All Eligibility forms & technical specification & dealership\distributorship authorized certificate & supporting document related Eligibility & Technical Stage.

c) Price Bid Section in the prescribed format only.

ARTICLE - 8: BID FORMS

8.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be uploaded to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.

8.2 For all other cases, the Bidder shall design a form to hold the required information.

8.3 TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

ARTICLE - 9: FRAUDULENT & CORRUPT PRACTICE

9.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the TENDERER/GIL of the benefits of free and open competition.

9.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.

9.3 GIL / THE OFFICE will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE - 10: LACK OF INFORMATION TO BIDDER

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

ARTICLE - 11: CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working days from the date of Lol/Work Order, along with the inception report and working schedule as per the tender requirements & if the operation are not started within fifteen (15) working days after submission of P.B.G. as mentioned, TENDERER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

ARTICLE - 12: BID PRICE

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

12.2 Offered price should be inclusive of Packing\Forwarding, Insurance, FOR destination (anywhere in the Gujarat state) except GST. GST needs to be shown separately. GST will be paid extra on actual basis.

- 12.3 Discount if offered, should not be mentioned separately. It should be included in offered price.
- 12.4 Any effort by a bidder or bidder's agent\consultant or representative howsoever described to influence the TENDERER in any way concerning scrutiny\consideration\evaluation\comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 12.5 Unit rates should be quoted separately for each item. Quantities can be increased or decreased by purchaser and bidder has to supply deviated quantities at the rates prescribed and approved by the purchaser in the tender document.

ARTICLE - 13: BID CURRENCY

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

ARTICLE - 14: EARNEST MONEY DEPOSIT (EMD)

- 14.1 The Bidder shall furnish, as part of the Bid, EMD of **Rs. 60,00,000/-** shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid up to **9 months** from the date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf.) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Annexure A) in a separate envelope. The un-priced bid (Technical-bid) will be opened subject to the confirmation of valid EMD and bid processing fees.
- 14.2 Unsuccessful bidder's E.M.D. will be returned as promptly as possible within 30 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.
- 14.3 The successful Bidder's EMD will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
- 14.4 EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 14.5 The EMD may be forfeited, on account of one or more of the following reasons:
 - a) The Bidder withdraws their Bid during the period of Bid validity.
 - b) Bidder does not respond to requests for clarification of their Bid.
 - c) Bidder fails to co-operate in the Bid evaluation process.
 - d) The bidder is found to be involved in fraudulent and corrupt practices, and
 - e) In case of a successful Bidder, the said Bidder fails:
 - (i) To sign the Agreement in time, (ii) To furnish Performance Bank Guarantee

ARTICLE - 15: PERIOD OF VALIDITY OF BIDS

- 15.1 Bids shall remain valid for **1 year** after the date of financial bid opening by Home Department. A Bid valid for a shorter period shall be rejected as non-responsive.
- 15.2 In exceptional circumstances, the TENDERER/GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

ARTICLE - 16: DURATION OF THE CONTRACT

The duration of the Contract will be of **5 year**. The duration spent for installation of Hardware and Software will not be a part of contract period. Hence the actual contract period starts after the successful installation, commissioning and FAT of hardware and software as per the requirement of the RFP.

ARTICLE - 17: BID DUE DATE

- 17.1 Bid must be uploaded by vendor not later than the due date specified in the RFP.

- 17.2 The TENDERER/GIL, as its discretion, may extend the bid due date, in which case all rights and obligations of the TENDERER/GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE - 18: LATE BID

- 18.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be REJECTED.
- 18.2 The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

ARTICLE - 19: MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE - 20: OPENING OF BIDS BY GIL

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

ARTICLE - 21: CONTACTING GIL / THE OFFICE

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

ARTICLE - 22: REJECTION OF BIDS

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

Conditional bid will not be accepted.

ARTICLE - 23: BID EVALUATION

- 23.1 The TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.

a) **Pre-Qualification evaluation:**

- o Bidders who have submitted the valid EMD and non-refundable bid processing fee shall be considered for further evaluation. If bidders fail to submit the bid security and non-refundable bid processing fee as per this RFP document, the Bid shall be out rightly rejected.
- o Thereafter, Un-priced Bid documentation of qualified bidder shall be opened and evaluated
- o Evaluation of Eligibility Criteria: As per the eligibility criteria defined in this bid document, committee will evaluate the bidder and OEM eligibility section, and if required may ask for clarification before finalization.

- b) **Technical Bid evaluation:** Committee will evaluate the detailed technical bid document submitted by each bidder having technical solution offered, Compliance to the functional and Technical Specifications of the Product / Solution Offered, required supporting documents etc. Further, if required TENDERER/GIL may ask the Bidder(s) for additional information/clarifications, to verify the claims made in Un-priced Bid documentation. In case of conditional bid or major deviations from the RFP requirements, the TENDERER may at its discretion reject the respective bid and will not be considered for further evaluation process.
- c) **Financial Bid Evaluation:** The Financial Bids of qualified bidders only would be opened and evaluated to determine the L1 (lowest cost to the TENDERER) bidder from the sum total of prices for all line items without tax and then called for further negotiations if required.

ARTICLE - 24: AWARD OF CONTRACT

- 24.1 **Award Criteria:** The Criteria for selection will be the lowest cost (Excluding taxes) to the TENDERER for the qualified bid. The TENDERER may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 24.2 THE OFFICE's right to vary requirements at time of award: GIL/ THE OFFICE reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- 24.3 In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to born the difference between lowest prices and next lowest prices.
- 24.4 The tendered quantities are estimated based on the survey carried out as well as receipt of the requirement from the TENDERER. The quantities may vary at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.

ARTICLE - 25: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- 25.1 Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidder and issue Lol/Work Order.
- 25.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Lol/ Work Order as per article 33 of this bid from any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf.) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 25.3 Successful Bidder will have to sign the contract upon receiving the Work Order with the purchaser(s) within 15 working days from the date of Work Order. (The draft is attached herewith).

ARTICLE - 26: FORCE MAJEURE

- 26.1 Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Vendor. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Vendor shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that

its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

26.2 Force Majeure Events

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

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

26.3 Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:

- (a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- (b) Explosion or chemical contamination (other than resulting from an act of war);
- (c) Epidemic such as plague;
- (d) Any event or circumstance of a nature analogous to any of the foregoing.

26.4 Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:

Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:

- (i) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- (ii) Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- (iii) Any event or circumstance of a nature analogous to any of the foregoing.

26.5 FORCE MAJEURE EXCLUSIONS

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

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

26.6 PROCEDURE FOR CALLING FORCE MAJEURE

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

ARTICLE – 27: CONTRACT OBLIGATIONS

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

ARTICLE – 28: AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the

parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the State of Gujarat.

ARTICLE – 29: USE OF AGREEMENT DOCUMENTS AND INFORMATION

The successful bidder shall not without prior written consent from GoG disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of the TENDERER in connection therewith to any person other than the person employed by the successful bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.

The successful bidder shall not without prior written consent of the TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.

All project related documents issued by the TENDERER other than the Agreement itself shall remain the property of the TENDERER and Originals and all copies shall be returned to the TENDERER on completion of the successful bidder performance under the Agreement, if so required by the TENDERER.

ARTICLE – 30: LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the Successful Bidder's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the DST/GIL within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

ARTICLE – 31: RESOLUTION OF DISPUTES

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

ARTICLE – 32: TAXES & DUTIES

The successful bidder is liable for GST on actuals as may be applicable from time to time.

ARTICLE – 33: BOOKS & RECORDS

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

ARTICLE – 34: WARRANTY TERMS

The successful bidder shall give on-site warranty and support for all equipment's mentioned in RFP for 5 year from the date of FAT. In the event that the materials supplied under the contract do not meet the specifications and/or are not in accordance with the drawings data in terms of this order, and rectification is required at site, The TENDERER shall notify the successful bidder giving details of difference. The successful bidder shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of the TENDERER, the action required to correct the deficiency. Should the successful bidder fail to attend the site within the time specified above, The TENDERER shall be at liberty to rectify the work/materials and the successful bidder shall reimburse the TENDERER all costs and expenses incurred in connection with such trouble or defect.

Warranty should also cover the equipment damage or burn due to power failure, high voltage, surge and earthing.

Body Worn Camera and its battery is required to be replace with new or equivalent in case of failure of Body worn camera at site.

ARTICLE – 35: PERFORMANCE GUARANTEE

- 35.1 The successful bidder shall furnish Performance Guarantee equals to 10% of the contract value valid for the duration of 180 days beyond the expiry of the contract.
- 35.2 The performance guarantee will be in the form of bank guarantee for the amount equal to 10 % of the contract value towards faithful performance of the contract obligation, and performance of the equipment's during Warrantee period. In case of material breach of the contract terms and conditions, the TENDERER shall invoke the PBG.
- 35.3 The Performance Guarantee shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf.) issued by Finance Department or further instruction issued by Finance department time to time. in the format provided by the TENDERER to be submitted within 15 working days from the date of receipt of award.
- 35.4 The Performance Guarantee shall be discharged by the TENDERER and returned to the Vendor within 30 days from the date of expiry of the Performance Bank Guarantee.
- 35.5 During the warranty period if agency is not performing over and above penalty and PBG invocation, office of the ADGP (TS & SCRB) reserve the rights to take further legal action. If the performance will not be satisfactory and work shall not be done according to the conditions of the tender than PBG will be forfeited.

ARTICLE- 36 DELIVERIES AND INSTALLATION / IMPLEMENTATION:

- 36.1 The work as defined under the Scope of work has to be completed in accordance to the Project Implementation timeline as specified under Article 38. The bidder has to take the necessary approval of the TENDERER or its user departments for Schematics Diagram (Layout) within 15 working days for cabling & laying work of Body Worn Camera System.
- 36.2 If in any case the quoted Item is not available in the market at the time of delivery, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of GIL. No "End of Life" product should be quoted to minimize such instances.

ARTICLE –37: PAYMENTS TERMS

| S/N | Activity |
|---------------------|----------|
| For Item no. 1 to 8 | |

| | |
|-----------------------|--|
| 1 | 50% upon Successful Delivery of components (Hardware, Software, Licenses, etc.) at bidder's central location/ware house situated at Ahmedabad/Gandhinagar |
| 2 | 25% upon Successful completion of installation, Testing, Integration, Commissioning |
| 3 | Remaining 25% upon Successful completion of training & Final Acceptance test of entire solution |
| For Item no. 9 | |
| 4 | Charges for the O&M for 5 Years including Manpower/AMC/warranty and Back to Back OEM support for the entire Infrastructure (hardware & Software) <ul style="list-style-type: none"> Will be divided in 20 equal quarterly instalments and will be paid after levy operational penalties if any. |

37.1 PAYMENTS PROCEDURES

- The Selected Bidder shall raise the component wise invoice upon achieving respective milestone and submit the invoice to TENDERER.
- The Selected Bidder's request(s) for payment shall be made to TENDERER along with the 2 original copies of invoices and necessary documents. The invoice should be in English. The payment to the selected bidder shall be processed on submission of reports and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA).
- On the receipt of such invoice, invoice would be processed after due verification of invoice and other supporting documents submitted along with the invoice by TENDERER or its designated agency
- Payment shall be made in Indian Rupees. While making the payment necessary deduction for penalties (if any) and applicable tax/TDS will be made.
- The bidder shall have to furnish the payment receipt of tax collected and paid/deposited to the appropriate tax authorities to TENDERER.
- If there is any deficiency in the performance of Contractual obligations on the part of the bidder, the bidder shall be liable for the imposition of appropriate Penalties as specified in the RFP/SLA agreement and TENDERER shall be entitled to deduct such Penalties at source while making payment to the bidder for the services provided.

ARTICLE – 38: SERVICE TERMS

- 38.1 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 38.2 It is mandatory for successful bidder to deploy qualified professional to install, commission & maintain the equipment's, as defined under scope of work.
- 38.3 The successful bidder has to submit regular schedule of man power availability & get it approved by the TENDERER.
- 38.4 The successful bidder is free to deploy or to develop applications to facilitate the operation. The TENDERER will welcome the deployment such application in respect to improve Quality of Services.
- 38.5 For extending better services to the user, the successful bidder will be allowed to deploy & use own tested and proven solution, with prior permission from the TENDERER.
- 38.6 The successful bidder needs to manage & maintain various records related to the services extended to the user.
- 38.7 The network is being operated & maintained by various agencies. In such circumstances the successful bidder may need to coordinate and approach various agencies, if required.
- 38.8 The successful bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. The successful bidder will have to submit the progress reports regularly, to the TENDERER.
- 38.9 The understanding of the comprehensive maintenance under warranty period is as follows.
 - a) In case of failure of equipment (s), the successful bidder needs to repair or replace the faulty part/component/device to restore the services at the earliest.
 - b) The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the successful bidder.

- c) All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Vendor as part of comprehensive maintenance.
- d) The successful bidder also needs to make alternate arrangement in case of major failure happens in the network, due to which services may be affecting for longer period.
- e) After repairing or replacement of the part/component/device, the successful bidder needs to put the same into operation.

ARTICLE – 39: SLA AND PENALTY CLAUSE

a) Penalty for delay:

| S/n | Activity | Timeline | Penalty |
|-----|---|--|--|
| 1 | Delay in Delivery/ Supply of Hardware and software | As per Article 40 of this RFP Document | 0.5% of Contract value of delayed item per week or part thereof for delay in delivery |
| 2 | Delay in Installation / Implementation of hardware and software | | 0.75% of Contract value of delayed item per week or part thereof for delay in Implementation (Delay Beyond 8 weeks, TENDERER may terminate the contract and Forfeit the PBG) |

Note: Maximum Penalty cap for penalty for delay is 10% of contract value for the ordered item.

If TENDERER fails to provide space and related clearances to carry out the job as per the agreement terms, as a result of which the installation of the equipment is delayed and the selected agency is not able to adhere to the schedule for completing the Acceptance Tests. Delay solely on account on above will not be accounted while ascertaining actual delay and penalties thereof.

b) Operational Penalties:

The bidder shall be responsible for maintaining the desired performance and availability of the Body worn camera system and network devices supplied under the scope of work of this RFP. The bidder should ensure the prompt service support during Contract period. If the successful bidder fails to attend the uptime and complaint resolution as specified below, the operational penalty will be imposed as specified. If complain is made or auto alarm raised before 4 pm of the working day, the resolution time shall be counted from the same day and for complain made after 4 pm, resolution time shall be counted from next working day. Timeline for resolution is, as follows.

- 1) Within 8 working hours in case location is major cities like Ahmedabad/Surat/Rajkot/Vadodara or at District Headquarter, including other offices.
- 2) Within 24 working hours in case of all other remaining locations.
- 3) If the successful bidder fails to resolve the call as specified above, the following penalty will be imposed on each delayed day, which will be recovered against Performance bank guarantee submitted by the successful bidder on completion of warranty period.

| Site/Location | Penalty: for each day, if problem is not resolved within 8 hours | Penalty: for each day, if problem is not resolved after 24 hours |
|---------------|--|--|
| All Sites | Rs. 1000/- Per day | Rs. 2000/- Per day |

Resolution Time: - Defined as time taken to resolve a problem. The resolution time will be considered with respect to clock hours.

Exceptions:

- a) Any Failure, which is agreed due to uncontrollable parameters, like Raw Power etc.
- b) Any failure due to roll out of Approved change / alteration in the system
- c) Downtime planned for prescheduled changes / Maintenance activities
- d) Any failure that is due to end user operational errors, non-standard products, unavoidable natural / unnatural calamities, accidents etc.
- e) All third-party damage cases, problems attributed to power outage.
- f) Force Majeure conditions.

- g) In case, there is delay attributable to granting access to the equipment to be restored on the part of TENDERER or on part of end user, such delays shall be reduced from the time taken for call completion after due consideration by the TENDERER/GIL.

ARTICLE – 40 PROJECT IMPLEMENTATIONS

40.1 Project Implementation Timelines:

| S/N | Deliverables | Timeline |
|-----|--|----------------------------------|
| 1 | Delivery of all hardware and software mentioned in the bid | T+45 Days |
| 2 | Installation and Commissioning of hardware and software | T+ 60 days |
| 3 | Testing, FAT and Go-Live of software applications and completion of FAT of hardware products | T+90 days |
| 5 | Warranty/CAMC/ATS for the ordered items (Hardware & Software) for 5 years | 5 Years from the date of Go-live |

Note: T = Date of issuance of Work order

Days = Calendar days

- 40.2 The successful bidder will implement the project strictly as per the plan approved by the TENDERER. The successful bidder shall carry out cabling work, if required at police station w.r.t to items supplied by him only and complete the project scope within a specified period as per the letter/LOI/Order
- 40.3 Acceptance of work will be undertaken by the TENDERER/User Departments. All Invoices along with the supporting documents submitted by the successful bidder under the scope of the work will be verified measured and accepted by the TENDERER or its designated agency for release of payment.
- 40.4 The successful bidder shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to the TENDERER and its user organizations in implementing the proposed system applications. The TENDERER at any time during the currency of the Agreement should have access to the proposed sites.
- 40.5 The successful bidder shall provide training to the TENDERER and it user Department's personnel at no additional cost to the TENDERER.
- 40.6 The successful bidder shall arrange to obtain all statutory permission with no cost to the TENDERER. The successful bidder may have to work during Holidays and Sundays, according to the urgency of work. The Vendor will obtain such permission on his own in consultation with the TENDERER and its User Departments. It will be the responsibility of the successful bidder to co-ordinate with the TENDERER and its User Departments as necessary to execute the required job.
- 40.7 The successful bidder shall not disturb or damage the existing network of communication. If in case any damage to the network is done, the same shall be corrected with no extra cost. The successful bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
- 40.8 In case of the material/solution supplied and installed is rejected owing to its non-conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly by the successful bidder.
- 40.9 The successful bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from the TENDERER.
- 40.10 Any damage caused to the property of the TENDERER while executing the job shall be solely successful bidder's responsibility. In case any damage to the property is caused, the same will be recovered from the successful bidder. No any extra cost shall be paid to the successful bidder for such reasons.
- 40.11 The successful bidder shall have to furnish the documentation of the work undertaken in consultation with the TENDERER. 3 sets of such documentation should be provided before the issue of completion certificate.
- 40.12 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.
- 40.13 In the event of the delay in delivery of contracted services or services is not satisfactory the purchaser may procure goods from else ware as prescribed in bid and the 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 Vendor.

- 40.14 The TENDERER or its designated agency reserves the right to visit any working site of the. The concern Vendor has to make necessary arrangement for the same.
- 40.15 The successful bidder shall be responsible and take required insurance for all of their representations working on the site at their own cost. The TENDERER will not be responsible for any loss or damage to any of the representatives of the successful bidder during the said contract.
- 40.16 All work shall be performed and executed by the successful bidder in strict conformity with conditions laid down in the RFP and any relative instruction issued to the successful bidder by the TENDERER from time to time.
- 40.17 In the event of the delay in delivery of contracted goods and services or the services provided are not satisfactory, the TENDERER may procure the goods/services from elsewhere as prescribed in bid and the 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 Vendor.
- 40.18 The TENDERER shall associate few engineers / technicians during installation and commissioning work. The successful bidder shall ensure proper participation of the nominated personnel(s) from the TENDERER's office or its user department's and train them on the services provided. Also, the successful bidder shall organize the systematic training of selected personnel from the TENDERER's office on the operation / management of equipments.

ARTICLE – 41: ACCEPTANCE TEST

Acceptance Test will be conducted in as follows:

- 41.1 The TENDERER or its nominated agency reserves the right to inspect the equipment's and Body worn camera, Docking station and its accessories. The cost of all such tests shall be borne by the successful bidder. If Any inspected goods fail for confirm to specification after installation, the TENDERER may reject them and the successful bidder shall have to replace the rejected goods. Inspection of rest of material shall be done at site. Sample approval should be obtained before installation for such material.
- 41.2 The first step will involve successful installation of all sites. The provisional acceptance of these sites will be defined as Partial Acceptance.
- 41.3 The date on which final Acceptance Certificate is issued shall be deemed to be the date of Go-Live of the System.
- 41.4 Any delay by the successful bidder in the Acceptance Testing shall render the Vendor liable to the imposition of appropriate Penalties.

ARTICLE – 42: SOFTWARE LICENCES

The Vendor shall be responsible for providing Software as defined in this RFP (VFMS, web-based application, System Software, Application Software, Device Drivers, IOS, etc.) required, to the TENDERER. All license software must be in the name of the TENDERER and shall be valid perpetual for life.

ARTICLE – 43: INSTALLATION OF ADDITIONAL HARDWARE (IF APPLICABLE)

During the currency of the Agreement, for any additional requirement of equipment including interface equipment, the specifications will be provided by the Vendor. THE OFFICE /The Third-Party Agency will verify suitability of the specifications submitted by Vendor and recommend to THE OFFICE for acceptance. The Vendor will be obligated to undertake integration, operation and maintenance for all additional equipments if required.

ARTICLE – 44: THIRD PARTY AGENCY

The TENDERER may appoint Third Party Agency, who would monitor the project during implementation, commissioning and operation. The Third-Party Agency will also conduct the Partial and Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of each proposed site. Third Party Agency will verify the services provided by the Vendor under the Agreement. The successful bidder will co-operate with such Third-Party Agency.

ARTICLE – 45: SUPPORT FROM EXTERNAL AGENCY (IF APPLICABLE)

In case, if the successful bidder wishes to have support from any external agency, it's very necessary to inform the TENDERER in written prior to allow them to work on the TENDERER's infrastructure. The information should contain all respective information about the company from whom support has been extended, the person/group of people and the segment in which services has been taken. On completion of the task, another report should be submitted by mentioning action taken by this person/group of people from external agency, with duration. The successful bidder is solely responsible for the action taken by such agency on their behalf. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the TENDERER.

Section – 4: TECHNICAL BID FORMAT

The bidder has to upload/attach/submit a file as per below format along with relevant brochures mentioning the item quoted, its make and model and Deviation/ Remarks (if any) as per specifications mentioned in Section 5.

| S/N | Item Description | Unit | Make and Model | Complied (Yes/No) | Brochures/ Supporting Document Attached (Yes/No) |
|-----|------------------|------|----------------|-------------------|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Important Note:

- Immediate temporary Replacement of faulty equipment/s need to be provided to end-users during the period of repair without any additional cost to Govt. of Gujarat. Bidder is required to maintain sufficient spare inventory for the above purpose.
- The Bidder may quote only one make and model against each line item only. Bidders are required to mention Make and Model of the product (Do not write “OEM” against items). Bidders are expected to ensure that all equipment including material to be installed by the Bidder shall be new and the product should not be de-supported or declared end of life during the next 7 years.
- Successful bidder is not allowed to change the quoted make and model during the contract tenure.

Make & Model List

| Sr. No. | Item | Make & Model | Supporting Document uploaded? (Yes/No) |
|---------|--|--------------|--|
| 1 | Desktop based video feed management software | | |
| 2 | Web based centralized Video feed management system | | |
| 3 | Body worn Cameras (without support various network connectivity mediums like 3G/4G, Wi-Fi) | | |
| 4 | Body worn Cameras (with support various network connectivity mediums like 3G/4G, Wi-Fi) | | |
| 5 | Work station (Monitor, Keyboard, mouse) | | |
| 6 | Docking Station | | |
| 7 | UPS (600VA) | | |

Section 5: Price Bid Format

(Amt. In Rs.)

| Sr. No. | Item Description | Quantity | Unit Price With 5 Year Warranty (Without Tax) | Total Price With 5 Years Warranty (Without Tax) | Rate of (GST) (%) |
|--------------|--|----------|---|---|-------------------|
| A | B | C | D | E = C x D | F |
| 1 | Desktop based video feed management software inclusive of all: Supply, customize, testing, Implementation, commissioning, FAT and Go-live with licenses valid perpetual for life or successful functioning of the proposed system as per the functional/technical scope of work defined in the RFP document. | 1 | | | |
| 2 | Web based Centralized Video feed management system inclusive of all: Supply, customize, testing, Implementation, commissioning, FAT and Go-live with required licenses valid perpetual for life for successful functioning of the proposed system as per the functional/technical scope of work defined in the RFP document. | 1 | | | |
| 3 | Incremental cost of adding of body worn cameras | 1000 | | | |
| 4 | Body worn Cameras (without support various network connectivity mediums like 3G/4G, Wi-Fi) | 9350 | | | |
| 5 | Body worn Cameras (with support various network connectivity mediums like 3G/4G, Wi-Fi) | 1000 | | | |
| 6 | Work station (Monitor, Keyboard, mouse) | *700 | | | |
| 7 | Docking Station | *1000 | | | |
| 8 | UPS (600VA) 15min backup | *700 | | | |
| 9 | Operation and Maintenance for 5 years Including cost of Manpower, Warranty/ CAMC/ATS required for proposed BWC system (Hardware, Software etc.) and RFP terms and conditions for the entire contract duration of 5years from the date of Go-live | 1 | | | |
| Total | | | | | |

Note:

- All the above-mentioned line items should comply to functional & Technical specifications and Scope of work including all applicable Licenses, Active and passive Cabling and Accessories, supply, Installation, testing, Commissioning and Configuration and onsite Support.
- Above mentioned quantities are indicative and for evaluation purpose only, the actual quantities may vary at the time of placing the order.
- Rate to be filled should be inclusive of Packing/ Forwarding, Insurance, FOR destination, Transit Charges (anywhere in the Gujarat state). Rate of GST needs to be shown separately in the appropriate column. Further, GST will be paid on actuals at the time of payment.
- Commissionerate of transport wants to procure 350 nos. of body worn camera and related hardware from the said bid (the qty. for the same is incorporated in this bid). The Body worn camera will be distributed in 37 nos. of offices (1 -Commissionerate of transport 14-RTO and 22-ARTO)**

Annexure I -Tentative list of Police Station with Body Worn Camera System bifurcation.

| Sr. No. | Name of District | No. of Police Stations | BWC Distribution | | Total |
|--------------|------------------|------------------------|------------------|-------------|--------------|
| | | | Traffic | L&O | |
| 1 | Anand | 20 | 28 | 180 | 208 |
| 2 | Aravalli | 11 | 26 | 99 | 125 |
| 3 | Banaskatha | 27 | 26 | 243 | 269 |
| 4 | Gandhinagar | 15 | 80 | 135 | 215 |
| 5 | Jamnagar | 15 | 62 | 135 | 197 |
| 6 | Junagadh | 19 | 28 | 171 | 199 |
| 7 | Kheda | 18 | 36 | 162 | 198 |
| 8 | Mahesana | 20 | 31 | 180 | 211 |
| 9 | Morbi | 8 | 30 | 48 | 78 |
| 10 | Patan | 15 | 20 | 135 | 155 |
| 11 | Rajkot Rural | 18 | 30 | 162 | 192 |
| 12 | Sabarkantha | 14 | 25 | 126 | 151 |
| 13 | Vadodara Rural | 13 | 32 | 117 | 149 |
| 14 | Rajkot | 12 | 218 | 108 | 326 |
| 15 | Vadodara | 20 | 646 | 180 | 826 |
| 16 | Ahmadabad | 48 | 2172 | 432 | 2604 |
| 17 | Ahmadabad Rural | 20 | 37 | 180 | 217 |
| 18 | Amreli | 21 | 23 | 105 | 128 |
| 19 | Bharuch | 23 | 39 | 207 | 246 |
| 20 | Chhota Udepur | 10 | 13 | 90 | 103 |
| 21 | Dahod | 15 | 31 | 135 | 166 |
| 22 | Kutch-East | 13 | 20 | 117 | 137 |
| 23 | Kachchh-West | 19 | 23 | 171 | 194 |
| 24 | Narmada | 8 | 18 | 40 | 58 |
| 25 | Navsari | 11 | 26 | 99 | 125 |
| 26 | Panch mahal | 13 | 31 | 117 | 148 |
| 27 | Porbandar | 11 | 20 | 99 | 119 |
| 28 | Surat Rural | 12 | 33 | 108 | 141 |
| 29 | Surendranagar | 18 | 17 | 162 | 179 |
| 30 | Tapi | 9 | 18 | 45 | 63 |
| 31 | Valsad | 14 | 31 | 126 | 157 |
| 32 | WR- Ahmedabad | 14 | 0 | 112 | 112 |
| 33 | Surat | 27 | 771 | 243 | 1014 |
| 34 | WR-Vadodara | 8 | 0 | 64 | 63 |
| 35 | Ahwa-Dang | 4 | 14 | 16 | 30 |
| 36 | Bhavnagar | 25 | 32 | 225 | 257 |
| 37 | Botad | 6 | 20 | 30 | 50 |
| 38 | Devbhumi-Dwarka | 8 | 28 | 40 | 68 |
| 39 | Gir-Somnath | 9 | 19 | 45 | 64 |
| 40 | Mahisagar | 8 | 17 | 40 | 57 |
| Total | | 619 | 4772 | 5229 | 10000 |

Note: The above mentioned locations are tentative and may vary as per the Police Station's design

Section – 6 Format/Forms

Form-1: Performa of Compliance letter/Authenticity of Information Provided

(On Non judicial Stamp paper of 100 duly attested by the First-class Magistrate/Notary Public)

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector 10A, Gandhinagar – 382 010

Sub: Compliance with the Tender Terms & Conditions, Specifications and Eligibility Criteria.

Ref: Tender No HWT170120604

Dear Sir,

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

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

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

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

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

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

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

Form-2: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,

DGM (Technical)

Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector 10A, Gandhinagar – 382 010
Gujarat, India

Whereas ----- (here in after called "the Bidder")) has submitted its bid dated --
----- in response to the Tender No: HWT170120604 Bid for Selection of Agency for Supply, Installation,
Commissioning and warranty support of various Equipments for the Implementation of Body Worn Camera System at
Police Station KNOW ALL MEN by these presents that WE -----
----- having our registered office at -----
(hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which
payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by
these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2019.

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 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/PURCHASER of its
liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or
commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by
any other matter or things.

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

Dated at _____ on this _____ day of _____ 2018.

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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf.) issued by Finance Department or further instruction issued by Finance department time to time)

Form-3: Performa of Contract-cum-Equipment Performance Bank Guarantee
(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 _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf.) issued by Finance Department or further instruction issued by Finance department time to time

Form-4: CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 20 ____ Between _____ (Name of purchaser) of _____ (Country of Purchaser) hereinafter "the Purchaser" of the one part and _____ (Name of Supplier) of _____ (City and Country of Supplier) hereinafter called "the Supplier" of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Supplier)

in the presence of _____

Form-5: Bid Processing Fees & Earnest Money Deposit Details:

| Sr. No. | Item | Amount (In Rs.) | Name & branch of the bank | Demand Draft No./Date |
|---------|--------------------------------|--------------------|------------------------------|--------------------------|
| 1 | Bid Processing Fees | | | |
| 2 | Earnest Money Deposit (E.M.D.) | | | |

ELIGIBILITY CRITERIA

Form no. E1: Financial strength of the bidder:

| FY | Turnover | Relevant Turnover | Audited Accounts Statement/CA Certificate Submitted? (Yes/No) |
|----|----------|-------------------|--|
| | | | |
| | | | |
| | | | |

Note: Please fill this form and upload Audited Annual Accounts for the last three financial years.

Form no. E2: Bidder's Office in GUJARAT:

| Sr. No. | Address | Contact Person | Contact nos. | Type of supporting document attached |
|---------|---------|----------------|--------------|---|
| 1 | | | | |
| 2 | | | | |

Note: Please fill this form and submit the supporting documents. Failing the same may lead to the rejection of the bid. You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form E3: Bidder's Experience

| Sr. No. | Name of the Customer | Address of Installation | Start Date of Project | Completion Date of the Project | Scope of Work. Also specify the system installed | Specify No. of Active & Passive Components | Value of the project in Rs. | No. of Nodes installed |
|---------|----------------------|-------------------------|-----------------------|--------------------------------|--|--|-----------------------------|------------------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| . | | | | | | | | |

Note: Please fill this form and upload necessary supporting documents like copies of purchase order / contract agreement and completion certificate for each of project details mentioned, as a proofs in the eligibility section. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form E4: Experience of OEM / Body worn Camera Product Company:

| Sr. No. | Name of the Organization | Address of installation | P.O/ W.O. Date | No. of Body Worn Camera Installed | Value of the project in Rupees | Document attached or not? |
|---------|--------------------------|-------------------------|----------------|-----------------------------------|--------------------------------|---------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| . | | | | | | |

Note: Please fill this form and upload necessary supporting documents like copies of purchase order / contract agreement and completion certificate for each of project details mentioned, as a proofs in the eligibility

section. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form E5: Office and Service Center in India of OEM / Product Company:

| Sr. No. | Address | Contact Person | Contact nos. | Type of supporting document attached |
|---------|---------|----------------|--------------|--------------------------------------|
| 1 | | | | |
| 2 | | | | |

Note: Please fill this form and submit the supporting documents. Failing the same may lead to the rejection of the bid. You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form E6: MAF & OEM Authorization Letters:

| Sr. No. | Item | Make & Model | Name of OEM | Authorization Certificate Attached (Yes/No) |
|---------|--|--------------|-------------|---|
| 1 | Desktop based video feed management software | | | |
| 2 | Web based centralized Video feed management system | | | |
| 3 | Body worn Cameras (without support various network connectivity mediums like 3G/4G, Wi-Fi) | | | |
| 4 | Body worn Cameras (with support various network connectivity mediums like 3G/4G, Wi-Fi) | | | |
| 5 | Work station | | | |
| 6 | Docking Station | | | |
| 7 | 600VA Line Interactive UPS | | | |

Note: Please upload necessary supporting proofs in eligibility section.

xxxxxxxxx—END---xxxxxxxxx