	DEPARTMENT OF MINES AND GEOLOGY, JHARKHAND
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Bid no: DMG/RFP/02/2018-19	Dated: 31.07.2018

Government of Jharkhand

Request for Proposal

For Selection of System Integrator for Design, Development, Operation & Maintenance of
the Vehicle Tracking Solution for Mineral
Transporting Vehicles in the State of Jharkhand

Cost of document: INR Ten Thousand only (Rs. 10,000/- Non-Refundable) per Bid towards the cost of Bid document.

Note: - The bidder shall deposit the tender document fee of Rs 10,000/- (Rupee Ten Thousand) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand. (http://portal.jharkhandminerals.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx).

The receipt of online payment of tender document fee should be included in proposal.

SD/-
Director Mines

Contents

<u>Disclaimer</u>

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

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

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

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

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

1   About Department of Mines and Geology

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

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

     a)   Systematic survey and assessment of the mineral deposits of the State

     b)   Exploitation, administration of mines and mineral concession

     c)   Enforcement measures for prevention of illegal mining and smuggling of minerals

     d)   Assessment and collection of mining revenue

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

JHARKHAND INTEGRATED MINES AND MINERALS MANAGEMENT SYSTEM (JIMMS)

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

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

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

2   Definitions

In this document, the following terms shall have following respective meanings-

2.1.   "**Authorized Representative**" shall mean any person/agency authorized by either of the parties.

2.2.   "**Acceptance**" means the DMG's Quality certification after verification of the work done by the agency.

2.3.   "**Bidder**" means any firm offering the service(s) and/ or materials asked for in the RFP. The word Bidder, when used in the pre-award period shall be synonymous with Bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called '**Vendor or Bidder**', with whom DMG signs the Contract.

2.4.   "**Contract**" means the Agreement to be signed by the Successful Bidder and DMG.

2.5.   "**Documentary evidence**" means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.

2.6.   "**Gov. / GoJ/ Government/ Govt. of Jharkhand**" shall mean Government of Jharkhand.

2.7.   "**Go Live**" means completion of work as per the RFP/ Work order issued to selected bidder and successful completion of Preliminary Acceptance Testing (PAT), Unit Acceptance Testing (UAT), Integration Testing, Final Acceptance Testing (FAT) and deployment / delivery of the solution as per the requirement of RFP/ Work Order issued.

2.8.   "**Incidental services**" shall mean for the purpose of the project activities which have dependencies on the activities mentioned in the scope of work for the bidder, for example coordination with different stakeholders, logistic support as required etc.

2.9.   "**IT Infrastructure**" shall inter alia mean computer systems, computer hardware, peripherals, servers, storage, local area network and software, data network connectivity and such additional equipment or facilities or services as may be provided for effective delivery of Project Services.

2.10.   "**Law**" shall mean any Act, notification, byelaw, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political subdivision of government agency.

2.11.   "**LoI**" means Letter of Intent which shall constitute the intention of the Tenderer to place the purchase order with the successful bidder.

2.12.   "**Party**" shall mean DMG or Bidder individually and "**Parties**" shall mean DMG and Bidder collectively.

2.13.   "**PBC**" means Pre-Bid Conference.

2.14. "**Premises**" means space/area to be provided by the DMG for Control Centre for the purpose of hosting of IT Infrastructure.

2.15. "**Project**" shall mean Design, Development, Operation, and Maintenance of the Vehicle Tracking Solution for mineral transport vehicle in State of Jharkhand and delivery of Project Services in the respective areas.

2.16. "**Rates/Prices**" means prices of services and/or equipment quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract.

2.17. "**Rs.**" or "**Rupees**" or "**INR**" means the lawful currency of the Republic of India.

2.18. "**RFP**" means this Request for Proposal

2.19. "**Services**" means the work as mentioned in this document and to be performed pursuant to the Contract

2.20. "**Site**" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Agreement

2.21. "**Tenderer**" shall mean the authority issuing this Request for Proposal (RFP) and this authority shall be the DMG.

2.22. "**Taxes**" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, good and service tax (GST), cess and any impost or surcharge of like nature (whether GoI, GoJ or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.

2.23. "**Vehicle Tracking Device (VTD)**" means a GPS device to be installed on the mining vehicles

3   Objective and Scope of Work

3.1   Project Description

DMG wants to implement GPS based Vehicle Tracking Solution (VTS) for mineral transporting vehicles in the state for bringing efficiency to logistics and to prevent illegal mining. For this purpose, installation of GPS device in all vehicles registered for transportation of minerals in the state will be made mandatory. All such vehicles will be required to be suitably equipped with GPS devices procured by the vehicle owners from the vendors that will be empaneled by DMG. The fitment of GPS device on mineral transporting vehicles will enable online, real-time monitoring of their movement and effective enforcement through a web based Vehicle Tracking Application Solution that is also proposed to be developed and deployed. The application solution designed by the selecting agency will also be integrated with Jharkhand Integrated Mines and Mineral Management System (JIMMS) of DMG and will be accessible over web.

DMG now intends to select an agency to design, develop, customize, implement & operate a real time vehicle tracking solution for mineral transport vehicles and also to integrate the system with the existing software and maintenance of the same for a period of 3 years, in terms of this RFP document (hereinafter referred to as the "Project").

3.2   Project Objective

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

3.2.1.   Real time Tracking and navigating of mineral transporting vehicles from Source to Destination using GPS technology as per challan issued.

3.2.2.   Ensuring that the mineral is offloaded / delivered at the designated purchaser's location and as per the journey time given in challan.

3.2.3.   Checking of variations in route and quantity of minerals during the transit of mineral.

3.2.4.   Increased transparency in mining and its logistics activities.

3.3   Scope of project

The indicative scope of work for the bidder is as follows:

S. No.	Module	Brief Summary of Scope
1.	VTS Application Software	Design, Development/ Procurement/ Customization & Installation, configuration and Documentation for the system
2.	IT Infrastructure Setup	Assessment ,procurement and establishment of IT infrastructure at Operations Control Centre (OCC) for

		the project
3.	Application Integration	Integration with JIMMS and provide configurable alerts to the system seamlessly in real-time basis.
4.	Operations & Maintenance	Operations & Maintenance of entire system environment after "Go Live" date till completion of the contract (3 years from contract date). The O&M shall include IT infrastructure maintenance support at the OCC
5.	Management Dashboard and Analytics	• Development of management dashboard for easy visualization of data showing key performance indicators • Application of analytics on transaction data to provide insightful analysis such as trend or pattern analysis, early warning, forecasting
6.	Training	Design & Execution of Training for successful implementation and operation
7.	Manpower Deployment	Personnel Requirement for the operation and management of the system from OCC and Helpdesk
8	Pilot Demonstration	Conduct a pilot of identified vehicles to showcase basic functionality of the VTS

3.3.1   Vehicle Tracking Application Software

Design, Development, Customization, Installation, Configuration and Documentation for the application software.

The System Integrator (SI) shall perform the detailed assessment of the system and gather project specific requirement from the DMG. Based on the requirement, basic trial of application shall be started and customized as per the feedback provided by DMG.

The SI shall perform the following:

    3.3.1.1. **Application Requirement Study and Analysis:** The SI shall perform the detailed assessment of the functional requirements for the services listed.

    3.3.1.2. **Software Development/ Customization/ Configuration:** The SI shall perform the software development, configuration, customization, testing and implementation of the end-to-end application. The SI shall setup and deploy the application software as per the requirements of the RFP. The SI shall transfer the source code and other applicable licenses to DMG for maintenance and management of the application.

    3.3.1.3. **Software Testing**: The SI shall design the testing strategy and plan including traceability matrix, test cases and conduct testing of various components of the software developed/customized duly incorporating scope for the VTS.

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3.3.1.4. **Reporting**: The SI shall ensure that the application system should have the ability to generate periodic reports for parameters required from time to time by DMG or any other stakeholder as decided by DMG.

3.3.1.5. **Documentation**: The SI shall prepare and provide to DMG all documentation including source code of application along with SRS, FRS and all other related documents as per latest industry standards and should incorporate necessary version control mechanism. Whenever any major changes are made in the solution during the life time of project, SI must provide all the updated documents to DMG. All the updated documentation along with the source for stable release of the project should be handed over to DMG at least 3 months prior to contract expiry.

3.3.2 IT Infrastructure Setup

Design, procurement and establishment of IT infrastructure for the Operations Control Center (OCC) at facility provided by DMG. The bidder will be responsible for providing control center infrastructure at a premise provided by DMG, to monitor the movement of mineral transporting vehicles.

The bidder shall also be responsible to provide the IT infrastructure up to Go Live phase to meet the functional requirement mentioned in the document.

3.3.3 Application Integration

The bidder shall be responsible for the integration of application system with JIMMS and provide configurable alerts to the system seamlessly in real-time basis. The bidder at his own cost will have to study the process flow and has to do site survey for better understanding of the JIMMS software. The bidder at his own cost will have to study the facilities available at State Data Centre (SDC). A brief detail of JIMMS is available on its website (https://portal.jharkhandminerals.gov.in/architectureJIMMS.aspx).

3.3.4 Operations & Maintenance

Bidder shall be responsible for Operations & Maintenance of entire system environment (Software & Hardware warranty & maintenance support) from "Go Live" date. SI shall adhere to Key Performance Indicators for service levels, as finalized by DMG.

The bidder shall be responsible to provide the details of the Database and plug-ins required to run the application. The required hardware/Computing infrastructure will be provided at the SDC after Go Live phase. The specification of the required hardware/computing infrastructure shall be provided by the SI in the format as under which will be evaluated by competent technical team and provided at SDC.

S.No	Item	Make & Model	Technical Specification	Quantity	Remarks (If any)

SI shall set-up an OCC at DMG premise for monitoring and all operations activities for the VTS before Go Live phase. DMG will provide space for OCC to consultant for conducting the project work. All other infrastructure like internet connection, computer, printer, telephone etc. shall be arranged by the SI on its own costs. Minimum requirements for setting up OCC should include Workstations/ Computers (6 Nos), Printer (2 Nos), Video Wall, EPBX/ IVR, UPS and related accessories including network equipment. However, SI shall provide higher number of infrastructure, if required to meet its SLA requirements.

3.3.5 Management Dashboard and Analytics

Bidder shall be responsible for developing management dashboard with key performance indicators in easy to view graphical and colorful format depending on user credentials. The dashboard shall be supported with analytical reports in terms of trucks performance levels, system failure trends etc. SI shall adhere to limited number of reports and its continuous updating, as finalized by DMG.

3.3.6 Training

Design & Execution of Training to the stakeholders for successful implementation and operation.

Indicative Schedule for Training

S. No.	Training	Timeline
1.	Training to Staff at Head Quarter	As per Project Milestone on the completion of Inspection and security audit
2.	Training to Staff at the district offices	Half-Yearly
3.	Training to Vehicle Owners	Once at the time of installation

- Training needs to be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in English and Hindi

- All logistic and infrastructure requirement for training including travel of trainer, projector etc will be borne by the SI. DMG will only provide the training space for conducting the training.

- Training shall be provided by the SI as per requirements of DMG.

3.3.7 Manpower Deployment

The bidder shall employ and provide such qualified and experienced personnel as required to carry out the services. The details CVs of the following resources are to be submitted as part of the Technical Proposal. The resource type, their minimum

educational qualification and minimum years of relevant experience as required under this project are provided below-

S. No	Role	Basic Qualification	Nos. Required
1.	Project Manager	BE/ B. Tech or equivalent (MBA Degree preferred) with at least 10 years of experience	1
2.	System Administrator	BE / B. Tech / MCA or equivalent with minimum 5 years of systems administration experience	1
3.	Technical Helpdesk	Graduate in any discipline with minimum 2 years of work experience	2
4.	Control Centre Operators	Graduate in any discipline with minimum 2 years of work experience	2

Note:

a) CVs of the resources are to be provided as per the format provided in Annexure 7.

b) The above mentioned list of resources is not an exhaustive list. The bidder needs to deploy adequate number of resources meeting the assignment requirement to ensure execution of the assignment in a time bound manner.

c) Bidder has to ensure to adhere to Service Level Agreement (SLA) defined and shall increase the number of manpower to achieve it, if required. Bidders may submit more profiles of personnel who would be deployed in the project.

d) Resources deployed shall be working on the VTS project only and no sharing of resources with other projects will be allowed

e) The Business Hours for Technical Helpdesk and Control Centre Operators will be 12 hours, for e.g. 8 AM to 8 PM. The Business Hours will include every day including weekend.

f) Technical team shall be available onsite/ remote for support as and when required as per operational requirement.

g) SI will have to arrange for a toll free number at its own cos. Infrastructure for helpdesk including PC, phone along with call charges will be borne by SI.

h) Department will provide email ID for the helpdesk.

3.3.8   Pilot Demonstration

Bidder will conduct a pilot of identified vehicles within 2 weeks of the award of the contract. Pilot shall include:

- Design & Customization of the vehicle tracking software with basic features for the pilot Vehicle tracking of up to 100 vehicles identified for the pilot
- The pilot will be conducted on the bidder's own hardware infrastructure.

3.4   Functional Requirements for Vehicle Tracking Solution

a) General Requirement

Function Requirement No.	Details
1	VTS will provide the following features: • Ability to locate a mineral carrying vehicle at a given time • Point of Origin and Destination based on transit pass/ challan generated from JIMMS along with details of intermediate check posts intermediate points of importance, including but not limited to check posts, important landmarks on map • Facility to auto generate routes for the vehicles based on origin and destination point • Facility to track defined vs. actual movement of vehicles, capture deviations if any. (For vehicles where scheduled movement can be defined on Map) • Facility to view vehicle movements real-time on digital maps and provide information on current location on demand • Facility to view vehicle details wise details including navigation map on roll over of mouse on a particular vehicle on interactive GIS Map supporting latitude, longitude location records generated by GPS device. This should include all possible types of map view like roadmap, terrain, and other applicable views • Facility for users to access and view position / location information on GIS maps near real time through web interface with historic data displayed on maps • Facility for playing back the recorded details of the vehicle movement along the authorized route • It should enable operational managers to create/ modify locations, routes, schedules Exception recording/ actions (off-route detection, geo-fenced deviation). • The system should have analytics features as per DMG requirements.

	• VTS application shall have Calendar Control to allow the user intuitively navigate through calendar fields, such as time, day, month, and year as per the requirement. • VTS shall provide controls to view the entire sequence of reported locations from the beginning of the trip time period or to step through the route sequence incrementally forwards or backwards upto the destination.
2	The VTS application will be a web application and will have a public website with look and feel consistent with Government of Jharkhand's other branding exercises. The website will be hosted at State Data Centre and must be integrated with JIMMS application software.
3	Capability to receive and process the data feeds from the on-board devices transmitting data
4	Capability to create client specific and general business rules like unauthorised stoppage, deviation from routes, speed etc.
5	Facility to provide for installation of devices for mines vehicle owner
6	Provide facility of alert generation in the backend • Ability to define new alerts on specific events • From the on-board devices in case of tampering • Vehicle moves out of its designated route or area • Data feed not received from the on-board device
7	Provide facility to define rules for alerts and their delivery mode like SMS, email, pop-up etc.
8	Provide customized reports
9	Management of notifications to various stakeholders by way of email or SMS
10	Capability to update the on-board devices' firmware from the backend
11	Capability to configure on-board device parameters from the backend
12	VTS application shall provide a graphical interface to make quick position related assessments. Application shall support dynamic monitoring of vehicles moving out of their defined routes and be able to raise alerts to control station.

13	The VTS application should provide the location and history of the vehicles in the GIS map. The tracking data will be kept live in the system for at least 6 months. There will be provision to support archive and restore functions for older data. Alerts/Reporting shall be available for 1 year in the system
14	The system will store VTS time-related data at the same resolution received in the live application. The archived data after 6 months can also be restored using provisions provided in the system.
15	VTS shall display precise location of different vehicles in different areas
16	Information elements that needs to be captured at the minimum shall include longitude, latitude, physical location with date and time stamps, and system shall overlay details on a map.

b) Graphics User Interface (GUI) Requirements

17	The GUI shall be based on standard windows controls or an equivalent operating system. It shall have web and mobile based interface
18	Functionality to create and manage vehicle and device master
19	To provide the facility to device vendors for maintaining and managing the device inventory on vehicles and provide for complete history of device management.
20	Provide real time tracking and monitoring of the vehicle movement on the web and mobile interface
21	Provide capability to view a single vehicle or multiple vehicles on a map in real time. The multiple vehicles may be viewed based on category, type etc. (example given mines vehicle, make, city or user selection) and user access rights.
22	All vehicles which are present in a particular defined geographic area on demand/historical defined by the user.
23	Provide history tracking and trail of movement of a specific vehicle
24	Facility to create geo fences in the back end.

c) User Management, Access Control & Identity Management

System has to be able to provide the following:

25	The module will help create different types of new Users.
26	Solution should allow users to request for registration.
27	Ability to define roles to users based on their access rights locations, hierarchy etc.
28	To identify and control the state of users that will have the right to log into the application and use it.
29	Provide feature of activating or deactivating any user.
30	Ability to query and filter users that are currently logged in network, and control user login counts and login times.
31	Allow for robust password control and recycling of password allotment to people.
32	Manage the user hierarchy, locations, Roles & Responsibilities within the system.
33	Allow for creation of new roles.
34	Manage existing roles.
35	Allow creation of administrative users who can manage the system as System Administrator (SA) & Database Administrator (DBA). Changes done by administrative users have to be captured in an audit trail.
36	Administrator should have full flexibility about where to store both user and policy information.
37	Administrator should be able to specify that a certain directory be used for user authentication, but a different directory be used for user authorization. It should also allow multiple directories to be configured. For example: Customers can be managed in one directory, employees in another, partners in another, etc.

d) Alert Management

38	Facility to define business rules and accordingly generate alerts such as: • Whenever a vehicle crosses or enters a specified geo-fence area e.g. a vehicle has entered / exited a mine • Route deviation alerts- if vehicle deviate from the route assigned to the vehicle. • System should have the capability to raise alerts for vehicle movement based on various condition such as duration of stay outside the geo-fence. • Whenever a vehicle deviates from a defined geo fence, where it is scheduled to operate such as a route based geo fence from which vehicle stay out and then comes back • Whenever a vehicle enters a prohibited geo fence • To track a vehicle when it moves from one location to another. Alerts may be also in terms of SMS / email as asked by DMG.
39	Whenever the vehicle moves out of its designated boundaries, system should have capability to generate the alert

40	There has to be adequate provisions of safeguarding the privacy of vehicle movement and tracking data: • Vehicle tracking module should be capable of creating and assigning the dynamic route created between 2 points to a vehicle and track the movement of vehicle against the route. • Facility to add new vehicles and new On-board devices in the system • Vehicle tracking module should be integrated with map engine to provide various features such as display of multiple layers of GIS data, user selection for various data layers, zooming, panning, selection, dynamic display, identify and other required features. • Management of geo-fences to map the permitted route/area for the various vehicles • The other requirements including business rules creation, reporting, alert management, user administration, device parameter configuration etc. • System should be able to keep separate records of emergency instances and integrate / correlate the tracking and emergency instances together.

e) GIS System and Map Data

GIS System consists of map related data and a rendering software, which would search and pick the map data and presents in a viewable format, with sufficient informational field. Following are the main requirements from the GIS System:

41	The bidder shall provide Map Data covering mine sites, check-posts and other Point-of-Interest locations as required by DMG at least on 1:50000 scale with the following details as selectable layers with their names superimposed (on selection): • Geographical Boundaries such as State, District, Block, Taluka Mine Location / Sites, DMG Check-posts, RTO Check-posts • Name as point data of the Administrative Office • Routes and Roads including National Highway, State Highway, Major District Roads, Village Roads etc • Point data relevant to Origin and Destination as per Transit pass/ challan • Group tracking facility to track multiple vehicles simultaneously on map • Real time refreshing of data on map and journey replay
42	To develop, deploy a customized web based modular software application, which would help to fetch the required landscape information.
43	It should be able to show the tracking of vehicle on map while it is moving (movement) from one city to another city. The VTS should have mapping features to visualize the geo-coordinates information received from GPS-device and display it in an interactive GIS map supporting the latitude, longitude location records generated by GPS devices. This should include all possible types of map views like roadmap, satellite, terrain, other applicable view types, possible hybrid combinations based on tracing requirements
44	Map server should support rendering of data in multiple formats such as shape layer, database or any other OGC (Open Geospatial Consortium) compliant dataset.
45	Map server should support multiple user defined as selectable layer.
46	Map server should support tiling/caching to facilitate the fast rendering of Map data corresponding to same locations.
47	It should be possible to dynamically create route and geo-fence area on the Map. In fact Map server should provide a GUI to facilitate the creation of route and transport of spatial data to Database server.
48	Should have facility to import routes from shape files, data mines, google KML etc.

49	In case of route violation, MAP server should be able to display original reference route or geo-fence, along with the actual position of data.
50	Jharkhand map with road data including the national highways, state highways, district roads & rural road etc.

f) Route, geo-fence and MIS

51	The VTS application will provide maps to support the functionality, comprised of a selection of individually selectable theme layers.
52	The mapping platform should allow different mapping profiles. Different layers and details should be visible for different access level. For example: General users will be able to view consumer map. Internal users will be able to view other layers such as stations, streets names, water features, parks, major buildings etc.
53	The map engine should support tiling catching to provide faster response.
54	The VTS application software will allow users to view the map, including a selectable combination of the source map layers and new layers, at various user-defined zoom levels.
55	Geo-fencing capability such as polygon geo-fence, route geo-fence etc.
56	VTS should have route deviation capability for vehicle and give alerts when a route is deviated
57	The VTS should have a feature to search/ show a group of vehicles on the map and also should allow searching/ showing of geo-fences, landmarks, addresses on the map, allowing it to be searched from a search bar on the map window
58	Creation of Geo Fences and landmarks should be very simple and should be allowed to create from the map view page itself.
59	Mapping of route with origin destination pair
60	The vehicle will be tracked based on the route configured in the system for the origin destination pair as per Transit pass/ challan of that vehicle.

g) Device management

61	VTS should allow for empanelled VTD vendor/dealer to enroll them and their enlisted VTDs in to the system

62	Integrate the new vehicle tracking device model by developing the module for integrating the protocol of new device.
63	System should allow the device vendor to upload the master data of their device such as: - Device IMEI - Model number - Software version - Device serial number (if available)
64	At the time of fitment of device into vehicle, device vendor user should - Map the device IMEI with the vehicle number - SIM details - Activate the device and start the tracking of the device
65	For integrating the new device vendor of vehicle tracking unit, system must support the integration of data received from devices
66	VTS should be able to SET and CLEAR the configuration data of on-board devices using SMS or GPRS. The device vendor will support the configuration messages.
67	The system should have the functionality to replace/upgrade the on-board device and maintain the audit trail of any changes
68	System should also facilitate the change of device firmware as well as the change of configuration data of the device.
69	VTS should be able to send configurable e-mail alerts to the device vendor regarding the health & performance of devices belonging to each device vendor.
70	The vendor dashboard should have ability to show various detail at pertaining to devices install.

h) Reporting Requirements

71	Facility to generate standard MIS reports based on the data feeds and requirements finalized by DMG

72	Facility to generate pre-defined customized MIS reports based on stakeholder requirements. The concerned department shall have facility to create reports on their own for required parameters based on the available
73	The MIS dashboard shall automatically update the parameters and filters of the displayed data when the user drills down through visual elements and update the other visual elements accordingly. It shall also enable selection of filters through the visual elements and propagate selection to all visual elements in the MIS dashboard
74	Management of delivery of periodic reports including but not limited to reports mentioned below to various stakeholders: • Trip Report (Datewise and time wise): Report on the number of trips completed successfully by the mineral carrying vehicle from source to destination or to the delivery point - for this each registered vehicle would need to be mapped in the VTS application; the destination and source points will have to be defined in the system and the trip count would be the number of times the vehicle enters the delivery point (Zone) after leaving the supply point (usually check-post at mine location). • Vehicle Stoppage/ Stationary time report: There should be facility in the report generating system to give reports on the time and navigation route taken by vehicles during the trip including stoppages and vehicle been stationary due to traffic jams enroute • Route monitoring and deviation report • Email and SMS alerts for trip initiation and completion events • Geo-fencing violation report: The system should generate email and SMS alerts for vehicles while crossing any DMG check-posts, RTO check-posts or while entering / exiting any prohibited or specific concern zones ear-marked by DMG during the trip through geofencing.

	• Facility to notify vehicles for safe zones where the vehicles can opt to stop for necessities like fuel pumps, breakdown service points, nearby DMG offices / depots etc. according to delineated plan through geo-fencing. • The MIS display dashboard shall have clickable contextual information related to the metrics being viewed and allows the user to drilldown on contextual information in form of various chart types like Bar Charts, Histograms, Line Charts, Heat Maps, Pie Charts, Grids, Area Charts, Timeline Charts, Bubble Charts, Radar Charts, Scatter Plots, Doughnut Charts, Pyramid Charts etc. as required by DMG.
75	The VTS system shall be able to generate MIS reports for following parameters (not limited to) from the application as per the requirement: • Trip summary • Origin – Destination • Speed Logs • Stoppage Logs • Day-wise summary report • Vehicle-wise summary report • Kilometer report daily monthly vehicle wise etc • Calculation of the actual distance (in Kilometers) travelled by the vehicle using the digitized map. • Fleet Summary • Vehicle Status • Speed Violation • Tamper Alert including enroute offloading alert (unless planned / intimated)

i) Mobile Application

76	Provision of Android and iOS mobile application for tracking of mines vehicles.

j) System Administration Requirements

77	Capability to manage and monitor the access to the system and its various modules
78	Facility to create user level/roles for access to data/modules
79	Automated event logging with time stamps (e.g. system logs, audit trails, error logging etc.).
80	Facility for users to manage database masters covering various entities such as states, cities, vehicle owners, users, stakeholders etc.

k) Change Management and Communication Plan

81	The Change Management approach for the Project will ensure that all proposed changes are defined, reviewed, and agreed upon so they can be properly implemented and communicated to all stakeholders.
82	The Change Management approach consists of three areas: • Ensure changes are within scope and beneficial to the project • Determine how the change will be implemented • Manage the change as it is implemented
83	The Change Control Committee (CCC) shall be the approval authority for all proposed change requests pertaining to the project. The purpose of the CCC is to review all change requests, determine their impacts on the project risk, scope, cost, and schedule, and to approve or deny each change request.

l) Specific Audit Features

84	Auditing and reporting to meet internal security and compliance requirements
85	Should provide auditing and reporting of profile data, change history, and user permissions
86	Should provide a summary report on demand on critical security risks exceptions and anomalies if any.

87	Facilitate automated detection of security risks and alerts and monitoring for potential security risks and security policies, as and when it happens as well as provide a report on demand.
88	Provides complete and current visibility into security and compliance exposures
89	Automatically detects violations and notifies appropriate personnel — either scheduled or ad hoc.
90	The Role Based Access Control (RBAC) must be based on a centralized authorization policy for all subsystems
91	The system must provide graphical interface to edit the authorization policy, such that new policy elements can be seamlessly introduced
92	Logging of all aspects of user interaction with the system must be maintained
93	All the logging needs to be carried out in remote mode
94	Separate email accounts must be provided to all concerned personnel based on authorisation of DMG for communication & system related alerts and messages.

m) Helpdesk Requirement

95	The help desk system must have a detailed administrative interface through which the system could be effectively managed, in terms of creation/deletion of users, specialized help desks, etc.
96	The help desk system must provide interfaces to other systems to access their data for consolidated reporting for inward and outward actions.
97	The helpdesk system must maintain all call & service/complaints records for future retrieval as and when required.
98	The IVR facility must support English and Hindi.

99	• The help desk must have feature to log all calls & complaints.
	• The proposed Helpdesk Management System must be sized to handle load of minimum 10 concurrent web user sessions.
	• The proposed helpdesk solution must have an updateable knowledge base for technical analysis and further help end-users to search solutions for previously solved issues.
	• The proposed helpdesk solution must support tracking of SLA (service level agreements) for call requests within the help desk through service types.
	• Helpdesk shall be operative as mentioned in the RFP document
	• It should be able to do web based remote management for end-user & allow analysts to do the desktop sharing for any system located anywhere, just connected to internet.
	• Remote desktop sharing in Help desk tool & all activity should be automatically logged into the service desk ticket. Remote desktop support solution must work over internet as well as intranet.
	• The helpdesk solution should have web based reporting to facilitate ad- hoc reporting to view call request status, reporting etc.

n) Integration Requirement

It is important that VTS should be able to integrate with JIMMS and other existing and upcoming systems of other departments such as CM Dashboard, Transportation Department in the State. The system should support following requirements:

100	System should be able to integrate the feed coming from the existing JIMMS system. System should be also able to integrate with other associated services such as SMS, email, CM dashboard etc. as applicable.
101	System should be able to import the master data corresponding to the vehicles which are tracked by any other system in the State

3.5 Functional testing of VTS

a) To demonstrate the actual functionality of the proposed VTS, the successful bidder has to Supply, Install and Integrate 100 (+/-10%) GPS Devices in registered vehicles identified by DMG for the overall functional testing of the solution.

b) To conduct the Functional Testing, the bidder shall have to arrange the required IT Infrastructure including hardware, software, database or any other components required for FAT of the developed VTS application.

c) The successful Bidder has to fit 100 GPS devices (in the vehicles identified by DMG) to test its integration with the central server. As far the acceptability of the VTS application is concerned, DMG will accept the VTS Application solution only after the observing and approving demonstration and performance of the GPS devices being able to communicate with the central Application

3.6   Requirements for the GPS Kit before Go Live phase

The GPS Device shall meet the terms and conditions mentioned in "Expression of Interest for Empanelment of Vendors to Enlist Vehicle Tracking Devices"

3.7   Others

a) All licenses required for installation and operation of the system shall be procured in the name of DMG by bidder.

b) The Bidder shall be responsible for updating and upgradation (if required) of all Software for successful operation of the Project during the Contract Period. Department would be eligible to demand free upgrades as and when they are launch within the contract period.

c) To conduct the Functional Testing, the bidder shall have to arrange the required IT Infrastructure including hardware, software, database or any other components required up to FAT.

d) All the data generated during shall be the property of Department.

e) After the completion of the Contract, all Software and Hardware shall be handed over to Department at no cost.

f) All the Software, supplied/installed should be IPV6 compatible. SI should be available for IPV4 to IPV6 migration and initial support even after contract expires.

g) The vendor has in place underpinned License and AMC agreements with the OSDs / OEMs for the equipment and software supplied under this project.

h) The VTS application should support integration with different types of Maps, GIS Maps and the required maps for route navigation (Google maps / Digital maps / Customized maps licenses) have to be provided by the successful bidder at their cost. License cost for using the map service of Google or any third party needs to be provisioned by SI.

i) Developed VTS and web application shall comply with STQC norms and SI will have 2 months to complete the security audit for the same from empanelled agency

j) VTS shall have SSL Security Level (Global) and shall obtain the certificate for same within 2 months of Go Live phase. In case of any modification or enhancement of VTS and web application, SI shall ensure that all such changes conform to STQC

norms and are duly certified by the empanelled agency for security audit within one month.

k) All audit compliances shall remain valid throughout the duration of the project.

l) All websites to be developed shall be compliant with GIGW, i.e. Guidelines for Indian Government Websites.

3.8 Roles and Responsibilities of key stakeholders

3.8.1 Role of DMG

a) To finalize and notify the project for Design, Development, Operation & Maintenance of the Vehicle Tracking Solution for Mineral Transporting Vehicles.

b) To provide facilities for implementation of the Vehicle Tracking Solution for Mineral Transporting Vehicle.

c) To notify the minimum specifications of the on-board devices to be deployed in the Mineral Transportation Vehicles.

d) To notify that government approved and enlisted VTD installed on mineral transporting vehicles and the VTD remain operational all the time in service and connected to the backend data center.

a) To enter all required details in the system related to specified vehicles, transporter details, vehicle owner details, permitted area of operation, if any and to map all the required data.

b) To ensure that the vehicle owners comply with the necessary conditions and discharge all their obligations as per and in accordance with the permit conditions

c) To take prompt penal action against vehicle owners violating permit conditions related to the requirement of installation and maintenance of the VTD.

d) To deploy department personnel at the Control Centre, as may be decided by the Department.

e) Set up the Control Centre to ensure their continued operation, management and maintenance of vehicle tracking solution.

f) To provide space and hosting facilities at State Data Centre.

3.8.2 Role of System Integrator

a) To implement the project for Design, Development, Operation, and Maintenance of the Vehicle Tracking Solution for Mineral Transporting Vehicle in the State of Jharkhand as per the Scope of Work as per Section 3.3 of this tender document.

b) To design, implement, operate and maintain the Backend System in collaboration with SDC and in accordance with the agreement entered into with the DMG.

c) To integrate the application solution designed by it with JIMMS of DMG as well as other applications as identified by DMG

d) To deploy manpower as required to install, maintain, and operate the VTS solution.

e) To establish operations control center and helpdesk for monitoring, operations and support activities pertaining to VTS

f) To ensure protocol integration support to DMG enlisted VTD units fulfilling the pre-defined criteria, and in case DMG requires for any upgrades on firmware/ OTA changes, the same has to be provided without any charges.

g) To ensure that the enlisted VTDs are integrated with the VTS Application, developed and maintained by SI

h) To produce reports as per the requirements of the DMG.

i) To establish a dispute redressal mechanism for the System Integrator, empaneled vendors, and users of VTD. DMG may also take suo moto cognizance of such disputes and its decision will be final for all concerned parties.

j) System integrator shall be responsible for arranging 100 GPS devices to be used in the Pilot phase. DMG will not be liable to make any payments for arrangement of the same.

3.8.3 Role of Vehicle Owners

a) To install the Government approved VTD on the mineral transporting vehicles.

b) To ensure that the devices remain operational during all the time when the vehicle is deployed in service.

c) To ensure that the devices remain connected to the Backend Data Centre by way of appropriate wireless connectivity and that they transmit data to the Backend Data Centre during the times the vehicle is deployed in service.

d) To enter into commercial or other arrangements with the device suppliers as may be mutually agreed between them.

3.8.4 Role of Empanelled VTD Vendor

a) The Empaneled Vendor shall ensure that such VTDs when sold are activated through the central control system of DMG as per the process set out by DMG.

b) The Empaneled Vendor shall be responsible for providing all the necessary support to System Integrator for ensuring that data feeds from VTD are received on the developed system.

c) The Empaneled Vendor shall upload the master data of their device such as Device IMEI, Model number, Software version, Device serial number on the system developed

d) The Empaneled Vendor shall provide all necessary resources and infrastructure for carrying out the device activation immediately upon sale and installation of the VTD.

e) The SIM card charges and data charges are to be arranged by empaneled vendor initially for one year and recovered from vehicle owner/ operator.

f) The Empaneled Vendor shall provide multiple pricing options based on AMC for the device, duration (1, 2, 3 years) and recurring costs (SIM card charges, data charges); and same is to be recovered from vehicle owner / operator for smooth functioning of the project. DMG may issue a format for publication of prices to be followed by the empanelled by the vendors.

4 Response to Tender Document

4.1 Preparation of Tender Document

4.1.1 Cost Incurred for Tender Document Preparation

Bidder shall bear all costs associated with the preparation and submission of the tender including surveys (if required), and DMG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

4.1.2 Language of Proposal

The proposal prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged between the bidder and DMG shall be in English. Information supplied in other language shall be rejected.

4.1.3 Proposal Validity

a) The bid shall remain valid for 180 days from the date of Bid submission. Bidder should ensure that in all circumstances, that his bid fulfils the validity condition. Any bid valid for a shorter period shall be rejected as non-responsive.

b) In exceptional circumstances, DMG may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security/ EMD shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

4.1.4 Lack of Information to Bidder

The bidder shall be deemed to have carefully examined RFP document 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 tender.

4.2 Clarifications & Amendments

4.2.1 Pre-Bid Conference

The bidders or their designated representatives are invited to attend the Pre–Bid Conference (PBC) at their own cost. Time and venue to be informed separately.-

a) In this PBC, the Tenderer would address the clarifications sought by the bidders with regard to the RFP document and the project. The bidders would be required to submit their queries by E-mail to: jhr_mines@yahoo.in .doc/.docx format only, to be received before the schedule date. Queries not submitted within the timeline will not be taken up at the PBC.

b) Only two representatives from each bidder with necessary authorization letter are allowed to attend the PBC.

c) Tenderer reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

4.2.2 Amendment of RFP Document

a) At any time prior to the deadline (or as extended by DMG) for submission of bids, DMG, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s)

b) The amendment(s) to the tender document if any will be published in the DMG website. The bidders are requested to regularly visit the website for updates.

4.3 Document Comprising the Bidder's Proposal

The proposal submitted by the bidder must comprise of the following, including any other requisite as mentioned in this Tender Document –

A. Part-I: Pre-Qualification Bid

a) Demand Drafts for EMD/ Bank guarantee and cost of RFP document

b) Bidder's Profile as per format provided in Annexure 1

c) Bidder's undertaking statement as per format provided in Annexure 2.

d) Certificate of Compliance as per format provided in Annexure 3.

e) Confidentiality/ Non-Disclosure undertaking as per format provided in Annexure 4.

f) Power of Attorney in the name of Authorized signatory

g) All the relevant documents as mentioned in section 5.1.1 under preferable documents column.

B. Part-II: Technical Bid

a) Technical Bid letter as per format provided in Annexure 5.

b) Details of Relevant Experience as per format provided in Annexure 6.

c) Proposed Project Team Members Resume as per format provided in Annexure 7.

d) Technical Proposal including Approach & Methodology, work plan, O&M plan etc. complete in all aspects.

C. Part-III: Commercial Bid

a) Commercial Bid as per format provided in Annexure 8.

4.3.1 Technical Proposal

The technical proposal shall address all the Sections as specified in "**Evaluation of Technical Proposal**" and contain a detailed description of how the bidder will provide the required services and articulate as to how the technical solution meets the requirements specified in the Tender Document. The Technical Proposal shall address the following-

a) Technology Details

b) Project governance structure describing project management processes, methodologies and procedures, risk and issue management, escalation mechanism, including team structure, capability and resource deployment plan.

c) Detailed project plan, approach and methodology.

d) Detailed quality assurance processes, procedures, formal review to be adopted.

e) Bidder's experience provided in the format provided

f) Profiles of resources proposed for the project. All the CVs of proposed team should be given in the format provided

The original Technical Proposal and Pre-qualification Bid shall be placed in separate sealed envelopes clearly marked "TECHNICAL PROPOSAL" and "PRE QUALIFICATION BID". Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL OR PRE QUALIFICATION BID." The envelopes containing the Technical Proposal, Pre-qualification Bid and Financial Proposal shall be placed into an outer envelope and sealed.

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.3.2 Commercial Proposal

a) Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal. The rates quoted shall include all cost/expense and statutory taxes excluding GST and associated cess and surcharge (if any). DMG shall pay GST and associated cess and surcharge as applicable. All cost shall be in INR.

b) The commercial Proposal shall include the total price for all services and/or products. To be deemed responsive to this Tender Document, bidders must complete in detail the provide Commercial Proposal Form.

Bid Prices

Following points need to be considered while indicating prices:

a) The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Jharkhand as indicated by DMG.

b) Sharing of responsibility (between DMG and the bidder) of procurement of various types of software shall be as under:

i. The prices quoted shall be inclusive of license software required for actual running of applications developed (i.e. User level Operating System and database other software required). The prices shall be inclusive of licensing cost during the maintenance period also.

ii. The price quoted shall be inclusive of design and development of GPS based Vehicle Tracking Solution (VTS), Integration of Existing Applications, Integrated Management Information System (MIS) and Decision Support System (DSS), Training and operation & maintenance support for the period of contract. This shall also include the cost of integration with existing JIMMS and any other DMG or State Government application modules as required.

iii. Deliverables created by Bidder specifically for DMG and identified as such in the relevant Scope of Work, the Intellectual Property Right (IPR) of the same shall be the Exclusive property of DMG, the ownership of the Application solution and the source code will solely lie with DMG.

iv. While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.

v. The software licenses supplied by Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to DMG for the entire period of contract, in case of product. All the licenses and support should be in the name of DMG from the date of procurement.

vi. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof Request for Proposal (RFP), the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and DMG is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. DMG will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse.

4.3.3 Cost of the RFP Document

RFP document can be downloaded from DMG's website freely. However, the bidder shall deposit the tender document fee of Rs. 10,000/- (Rupee Ten Thousands) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand.

(http://portal.jharkhandminerals.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx).   The receipt of online payment of tender document fee shall be included in proposal.

4.3.4   Bid Security/EMD

a) All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs. 5,00,000 only (Rupees Five Lakhs only). The Bid Security of amount Rs 5,00,000/- (INR Five Lakhs only) in favour of "Director Mines, Department of Mines and Geology, Jharkhand" payable at Ranchi and shall be in the form of Demand Draft or in the form of Bank Guarantee from any of the scheduled commercial bank or nationalized bank having its branch in Jharkhand.

b) Bank Guarantee should be in an acceptable form provided in Annexure 10. The bid security should remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

c) The bid / proposal submitted without Bid Security/ EMD, mentioned above, will be summarily rejected.

d) Bid Security/ EMD of all unsuccessful bidders would be refunded by DMG after the bidder is notified as being unsuccessful.

e) The Bid Security/ EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee

f) The Bid Security/ EMD amount is interest free and will be refundable to the bidders without any accrued interest on it.

4.3.5   Power Of Attorney

The bidder must submit a Board Resolution / notarized power of attorney authorizing the authorized signatory to act in all matters concerning the RFP and the consequent offer, if any.

4.4   Bid Submission

4.4.1   Bid submission Date & Time

The bidders can submit their bids up to the date as per the RFP or subsequent corrigendum, notifications if any

4.4.2   Address for Communication and Bid Submission

The address for communication and for submission of bids with DMG for this project is given below-

The Director Mines,

Department of Mines and Geology,

Third Floor, Yojana Bhawan,

Nepal House, Doranda, Ranchi, Jharkhand- 834002

4.4.3   Late Bid

    a) 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 returned unopened.

    b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

    c) DMG shall not be responsible for any postal delay or non-receipt/ non- delivery of the documents. No further correspondence on the subject will be entertained.

4.4.4   Right to Accept and Reject Any or All Bids

DMG reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DMG's action.

5 Bid Opening and Evaluation Process

The Proposals submitted as per the bid due date and time will be opened on the date as mentioned in the RFP, in the presence of such Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders are advised to carry a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

5.1.1 Pre-Qualification (PQ) Criteria

S. No.	Eligibility criteria to participate	Documents to be submitted as proof
1.	Bidder should make a payment of i. Rs. 10,000 (Rupees Ten Thousand only) for the tender document fee ii. Rs. 5,00,000 (Rupees five lakhs only) as Bid Security/EMD	Online Receipt Document Appropriate Demand Drafts / Bank Guarantee
2.	Bidder must be a Company registered under the Indian Companies Act, 1956 or 2013 and have their registered offices with legal presence in India and should be in the field of GPS based vehicle tracking for at least 3 (three) years as on date of submission of the bid. **Any kind of consortium is not permitted to participate in this tender.**	i. Copy of Company Registration Certificate ii. Certificate of Incorporation iii. Copy of the work orders
3.	Bidder should be a profitable company and should have an annual financial turnover of at least INR 25 Crore in each of the last three fiscal years (FY15, FY16, and FY17).	Audited Balance Sheets and Profit and Loss statement for last three financial years
4.	Bidder must have positive net worth in the last 3 fiscal years (FY15, FY16, and FY17).	Certificate duly signed by the Chartered Accountant of the company
5.	The Bidder shall have the following certifications- i. ISO 9001 ii. (SEI) CMMI Level 3 certification	Copy of each certification

S. No.	Eligibility criteria to participate	Documents to be submitted as proof
6.	The Bidder shall have at least 3 projects (completed) with at least 500 VTUs installed in vehicles for each project as on Proposal Due Date.	i. Copy of Work Order ii. Project Completion Certificate/ Customer satisfaction certificate/ certificate Go live for project
7.	The Bidder shall have experience of Vehicle Tracking Solution in last 3 years which shall have at least 5000 vehicles in multiple projects	i. Copy of Work Order ii. Project Completion Certificate/ Customer satisfaction certificate/ certificate Go live for project
8.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been black listed by any Govt. or Govt. undertaking organization at the time of submission of the bid.	Self-declaration certificate signed by the authorized signatory.
9.	The bidder shall have valid income tax registration certificate and valid GST registration certificate.	i. Copy of PAN/ income tax registration certificate ii. Copy of GST registration certificate.

5.1.2 Evaluation of Technical Proposals

a) The Evaluation Committee would evaluate the technical bids of only those bidders who qualify the Pre-qualification criteria. Bidders should be ready to give the presentation on their proposed solution and demonstration of their past solution for an assignment with similar scope of work in front of the Evaluation Committee. They are expected to reply to all the queries from the Evaluation Committee during the presentation. The presentation and demonstrations would be part of technical evaluation process.

b) The Evaluation Committee will evaluate the technical proposals to satisfy itself with respect to completeness of the solution, approach & methodology, O&M plan etc.

c) DMG may also undertake written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

d) In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in **Technical Evaluation Criteria** below.

Technical Evaluation Criteria

S. No.	Evaluation Criteria	Scoring Parameter	Maximum Score
1.	Experience of Vehicle Tracking Solution in Government / Public Sector Undertakings/ Private Sector Companies in India in last 3 years (as of proposal due date) which shall have at least 5000 vehicles in multiple projects	• 5,000-7,500 vehicles= 20 marks • 7,500-10,000 vehicles= 25 marks • 10,000 or more= 30 marks	30
2.	Past relevant experience in Vehicles Tracking project in Government/ Public Sector Undertaking/ Private Sector Companies having work as development and maintenance of Vehicle Tracking application.	• Each project carries 5 marks. • Maximum of 5 projects will be counted.	25
3.	Past experience in integrating multiple type of GPS devices	• 2 to 3 – 1 • 4 to 5 - 3 • More than 5 - 5	5
4.	Proposed Team Strength	Project Manager • 2 Marks for MBA • 2 Marks for PMP/ Prince2 Certification • 2 Marks for each project experience in implementation of VTS application and maximum of 2 projects will be counted.	8
5.	Additional Certification: • ISO 27001 • (SEI) CMMI Level 5 Certification	• 2 Mark for ISO 27001 • 4 Marks for (SEC) CMMI Level 5 Certification	6
6.	Average annual turnover by Indian Entity in last 3 Financial Years (in INR) (Standalone turnover of the bidder from Indian entity would be considered)	• <25 crores – 0 • >25 to 50 crores - 2 • >50 to 75 crores - 4 • More than 75 crores -6	6

S. No.	Evaluation Criteria	Scoring Parameter	Maximum Score
7.	Technical Presentation and Demonstration of similar work	• Understanding scope of the project: 5 marks • Approach, Methodology for execution: 5 marks • Demonstration of concept through similar work undertaken: 10 marks	20
	TOTAL		**100**

e) If the term/contract period for a works / assignments is further extended by issuing a separate work order then it is considered as separate project/assignment. In case no separate work order issued for extension, it shall be considered as same engagement.

f) In case work is done for more than one mine under same work order, it shall be considered as one experience only.

g) The bidder has to score minimum 60 out of 100 in the Technical evaluation, failing which it won't qualify and its financial bid will not be opened.

h) Bidder must provide as supporting documentary proof in form of work orders confirming year, value of services delivered in each of the projects, completion certificate from client confirming year and value, scope of work along with reference details of the client.

5.1.3 Evaluation of Commercial Proposals

a) After evaluating the Technical Bids, DMG shall notify the bidders who's **Technical Proposals** were considered acceptable to DMG, indicating the date, time and place for opening of the Commercial Bids.

b) The selection of the bidders, who are technically qualified, will be based on the Quality and Cost Based Selection (QCBS) method in a 70:30 ratio.

c) The least quoted Price Bid will be treated as 100 in calculation of Financial Score.

The following points may be noted for the evaluation of the Commercial Bid-

i. The Bidder who has quoted the least Price Proposal Value shall be given a Financial Score of 100 marks. The Financial Scores of Bidders shall be computed as follows:

Financial Score of a Bidder = 100 x [lowest Price Proposal Value quoted (in INR) / Price Proposal Value quoted by the Bidder (in INR)]

ii. The marks secured based on evaluation of the Price Proposal as per the above shall be the Financial Score of the Bidder ("**Financial Score**")

iii. Composite Score of the Bidders shall be worked out as under:

Composite Score of the Bidder = Technical Score x 70% + Financial Score x 30%

iv. The Bidder with highest Composite Score will be declared as the Successful Bidder subject to compliance with other requirements.

v. Prices shall be written in both words and figures. **In the event of difference, the price in words shall be valid and binding.**

vi. Only prices quoted in the commercial bid in the prescribed format shall prevail.

vii. DMG reserves the right to negotiate with the successful bidder(s).

5.2 Forfeiture of Bid Security

The Bid Security may be forfeited either in full or in part, at the discretion of DMG, on account of one or more of the following reasons:

a) The bidder withdraws his bid during the period of bid validity specified by him/her on the Bid Letter Form.

b) The bidder fails to co-operate in the Bid evaluation process.

c) If the bid or its submission is not in conformity with the instruction mentioned herein.

d) If the bidder violates any of the provisions of the terms and conditions of the tender.

e) If the bidder is non-responsive or does not provide appropriate response to any clarification sought by the client within the stipulated time during bid evaluation.

f) In case a successful bidder fails to (a) accept award of work, (b) sign the Contract Agreement with DMG, after acceptance of communication on placement of award, (c) furnish performance security.

g) The bidder violates any such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of DMG in timely finalization of this tender.

h) The decision of DMG regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. Default in any such case may involve black-listing of the bidder by DMG.

5.3 Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Tender Document–

a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

b) The bidder qualifies the proposal with his own conditions.

c) Proposal received in incomplete form.

d) Proposal received after due date and time.

e) Proposal not accompanied by all the requisite documents.

f) Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.

g) Bids not submitted with required certification.

h) Commercial proposal enclosed with the same envelope as technical proposal.

i) Bidder trying to influence the proposal evaluation process by unlawful, corrupt or fraudulent means at any point of time during the bid process.

j) In case any one party submits multiple proposals the bids are likely to be disqualified, unless additional bids are withdrawn upon notice immediately.

k) Any deviations between technical and commercial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal.

l) Bidders may specifically note that while evaluating the proposals, if it comes to DMG's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal, then the bidders so involved are liable to be disqualified for this contract as well as prohibited from participation in any of the tenders floated by DMG in future.

5.4   Award of Contract

DMG will award the Contract to the successful bidder(s) having the best proposal with respect to the above mentioned evaluation criteria.

DMG will notify the successful bidders in writing through LoI as per Annexure 11 for finalizing the contract conditions. On issuance of the Letter of Intent (LoI) by DMG, the bidder has to confirm its acceptance within three day of its issuance and signing of the Contract Agreement as per Annexure 12 within 15 days of issue of the LoI, failing which the DMG reserves the right to take appropriate disciplinary actions including forfeiture of EMD.

Upon the successful bidder's furnishing of Performance Bank Guarantee, DMG will promptly notify each unsuccessful bidder and return their Bid Security.

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

If DMG is unable to finalize the contract agreement with the bidder ranked first, it may proceed to the next ranked bidder but it is the sole discretion of the DMG only.

However, DMG has no obligation under any circumstances to move to the next bidder.

DMG may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly total contract value may change on the basis of the rates defined in the financial proposal.

6 Terms and conditions of engagement

6.1 Law governing contract

The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Jharkhand. The Courts at Ranchi, Jharkhand shall have exclusive jurisdiction to adjudicate upon any/ all matters arising from this contract.

6.2 Project Schedule

The entire contract is awarded for 3 years where SI has to develop, deploy and integrate with JIMMS and associated services such as email, SMS, payment gateway, CM dashboard as applicable within 45 days from the date of award of the contract.

SI shall develop a project schedule for implementation of the project in consultation with the DMG.

SI shall also provide training, hand-holding, operations and maintenance support after that as per the details mentioned in this RFP document.

Project Activities:

The selected agency shall implement the project as the indicative project schedule given below:

S. No.	Activity	Date
1	Signing of Agreement	T_1
2	Pilot implementation start at Bidder's own infrastructure	$T_1 + 7$
3	To conduct requirement analysis – mapping stakeholders and submit functional/technical requirement specifications	$T_1 + 10$
4	Submission of Functional Requirement Specifications Document	$T_1 + 15$
5	Start to Application Development, Customization and Integration	$T_1 + 16$
6	Start of Vehicle Tracking Devices Rollout	$T_1 + 21$
7	Start to establish Control Centre	$T_1 + 25$
8	Complete Control Centre	$T_1 + 40$
9	Complete Application Development, Customization and Integration	$T_1 + 42$
10	Go Live	$T_1 + 45$

SI shall also provide training, hand-holding, operations and maintenance support after that as per the details mentioned in this RFP document.

6.3   Payment Terms and Schedule

6.3.1   Payment Milestone

Payment to the agency would be made on completion of work by the agency as per milestones provided below-

- Go Live of the application (45 days)
- Quarterly Payments, post-Go Live of application

Payment on Go Live phase cannot be more than 10% of Total Project Value.

If Go Live phase for the project is achieved after 45 day of Signing of contract, Department will not be liable to pay any additional payment for the delay,

If Go Live is achieved before time, Annual Maintenance Contract will start immediately after that and quarterly payments will be made from the data

Quarterly Payments

Quarterly payments will start post implementation of Go Live phase.

Payment shall be made in Indian Rupee (INR) only.

6.3.2   Penalties

There shall be following two types of penalty:

i)   Delay in Implementation

In the event the bidder is unable to complete the assignment in defined time period, penalty of 0.5% will be charged for each week delay, with maximum limit being 10% of total amount. If the delay continues beyond 6 weeks, DMG may terminate the Agreement and may take action as appropriate as per law.

ii)   Operational Penalty

The vendor shall adhere to the Service Level Agreement (SLA) parameters during the project operations and in case of not meeting the SLAs, the corresponding penalties as defined in Annexure 9 shall apply.

6.3.3   Taxes and Duties

All the taxes, duties, levies and all other charges applicable and shall be valid for delivery of required services. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.

DMG may pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment by the Government during the period of validity of the Bids and also during the contract period. The decision of DMG in this regard will be final and binding and no disputes in this regard will be entertained.

6.4 Commencement, Completion, Modification and Termination of Contract

6.4.1 Award of Contract (Commencement of Contract)

DMG will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 15 days of notification. However the engagement of the bidder will start from the date of acceptance of Letter of Intent by the bidder.

6.4.2 Project Extension

The duration of assignment is initially for three (03) years (Phase I). Upon satisfactory performance in the Phase I, DMG may extend the duration for another 2 years (24 months) termed as Phase II.

However, DMG has the right to terminate the contract before the completion of the duration of any phase subject to the performance of the SI. Further if the DMG feels that the SI performance is satisfactory after completion of Phase II, and it still needs the services of SI, DMG can extend the tenure of services by SI as per the terms of agreement till they complete the Bid process and appoint new agency.

A 10% escalation, for Phase II (of 24 months) will be done on the Quarterly payment made in Phase I.

6.4.3 Performance Bank Guarantee

Within 15 (fifteen) days of issue of the LoI, the selected bidder shall furnish Performance Security, in a format as per Annexure 13 to DMG @ 10% of the total value of the awarded contract by way of irrevocable and unconditional Bank Guarantee from a scheduled Commercial Bank in favor of DMG for a period of 2 months over the duration of the project. The proceeds of the Performance Security shall be payable to DMG as compensation for any loss resulting from bidder's failure to fulfil its obligations under the terms and conditions of the Agreement.

All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee (PBG) shall be borne by the bidder. The PBG shall be valid for the entire tenure of the contract period. In case of extension or expiry of the PBG prior to completion of contract period the same shall be extended to cover the remaining contract period with no extra cost to DMG.

The Performance Security regarding commencement of job/ task will be discharged by DMG and returned to the company following the date of completion of the company's performance, related obligations under the terms & conditions of the Work Order.

Failure of the successful bidder to comply with the requirements specified under Scope of Work shall constitute sufficient ground for the annulment of the notification and forfeiture of the bid security in which event, DMG may award the contract in accordance with its prescribed rules.

In the event of the bidder being unable to service the contract for whatever reason, DMG would invoke the Performance Bank Guarantee (PBG). Notwithstanding and without prejudice to any rights whatsoever of DMG under the contract in the matter, the proceeds of the PBG shall be payable to DMG as compensation for the bidder's failure to perform/comply with its obligations under the contract. DMG shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the bidder is in default.

Before invoking the PBG, the bidder will be given an opportunity to represent before DMG. The decision of DMG on the representation given by the bidder shall be final and binding.

6.4.4 Commencement of Services

The bidder shall begin carrying out the Services not later than seven days from the date of Awarding of Contract.

6.4.5 Expiration of Contract

Unless terminated earlier by DMG, this Contract shall expire at the end of such time period after the Effective Date as specified in the Tender Documents or subsequently amended in the Contract Document.

6.4.6 Modification or Variation

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

6.4.7 Termination

6.4.7.1 *By the Client*

The Client may terminate this Contract in case of the occurrence of any of the events specified in this Clause as mentioned below. In such an occurrence, the Client shall give a not less than fifteen (15) days written notice of termination to the bidder.

a) If the bidder does not remedy a failure in the performance of its obligations under the Contract within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing.

b) If the bidder becomes insolvent or bankrupt.

c) If the bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

d) If, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than forty five (45) days.

e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

6.4.7.2 By the Bidder

The bidder may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events in this Clause as mentioned below.

a) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to DMG hereof.

6.4.8 Conflict Of Interest

The Bidder shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

6.4.8.1 Bidder not to Benefit from Commissions, Discounts

The payment of the bidder shall constitute the payment in connection with this Contract or the Services, and the bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the bidder shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

6.4.8.2 Prohibition of Conflicting Activities

The bidder shall not engage and shall cause their Personnel, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

6.5 Obligations of the Bidder

6.5.1 Standard of Performance

The bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties

6.5.2   Confidentiality

Except with the prior written consent of the Client, the bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

6.5.3   Bidder Actions Requiring Client's Prior Approval

The bidder shall obtain DMG's prior approval in writing before taking any of the following actions:

a) Entering into a subcontract for the performance of any part of the Services,

b) Appointing such members of the Personnel not listed by name in the Contract, and any other action that may be specified within the Letter of Intent/ Work Order/ Agreement

6.5.4   Deliverables Prepared By the bidder to be the Property of the Client

a) The Intellectual Property Rights of all the deliverables, survey reports, any other documents etc. generated as a part of this project shall solely vest with the DMG.

b) The bidder shall not use the deliverables and documents for purposes unrelated to this Contract without the prior written approval of DMG.

6.5.5   Accounting, Inspection and Auditing

The bidder shall-

a) Keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

b) Periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

6.5.6   Removal and/or Replacement of Personnel

a) Except as the Client may otherwise agree, no changes shall be made in the Personnel proposed in the bid for the project. If, for any reason beyond the reasonable control of the bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the proposed Personnel, the bidder shall provide as a replacement a person of equivalent or better qualifications prior to reliving the outgoing personnel.

b) If the Client finds that any of the Personnel have

i. Committed serious misconduct or have been charged with having committed a criminal action, or

ii. Have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the bidder shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

c) The bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

6.6   Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of DMG, or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

6.7   Patents

The Bidder shall indemnify DMG against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment and services or any part thereof.

6.8   Force Majeure

For the purpose of this Article, "Force Majeure" means any cause, which is beyond the control of the bidder or DMG as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of   the Contract, such as:-

a) War / hostilities

b) Riot or civil commotion

c) Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes

d) Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the bidder, which prevent or delay the execution of the order by the bidder.

If a Force Majeure situation arises, the bidder is required to promptly notify DMG in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by DMG in writing, the bidder will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

6.9   Resolution of Disputes and Arbitration

Disputes and arbitrations will be addressed in accordance with the Arbitration and Conciliation Act, 1996.

DMG and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, DMG and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

All Arbitration proceedings shall be held at Ranchi, Jharkhand, and the language of the arbitration proceedings and that of all documents and communications between the parties should be in English.

7 Schedule of bidding

The bidding schedule will be as mentioned below-

Activity Description	Date
Date of Issue and Sale of RFP	T_0
Last date for receiving queries	$T_0 + 10$
Pre-Bid Meeting	$T_0 + 12$
Proposal Due Date	$T_0 + 20$
Technical Presentation and Demo	$T_0 + 21$
Financial Proposal Opening	$T_0 + 25$
Issue of LoI	$T_0 + 28$

Annexure 1: Format for Bidder's Profile

RFP No._____   Dated:

Name of Project

S. No.	Required Details of the Bidder	Bidder's Response
1.	Name of the company/Firm	
2.	Company/Firm registered office address: Telephone number: Fax number: E-mail:	
3.	Correspondence/ contact address	
4.	Details of contact person: (Name, designation, address etc.) Telephone number: Fax number: E-mail:	
5.	Is the company/firm a registered company/firm? If yes, submit documentary proof. Year and place of the establishment of the company	
6.	Former name of the company/firm, if any. *Provide corresponding certificate of incorporation.*	
7	GST Registration No.	
8.	Number of years in the field of Vehicle Tracking (not limited to GPS devices only)	
9.	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
10.	Number of offices / project locations in • India: • Jharkhand:	

S. No.	Required Details of the Bidder	Bidder's Response
11.	List the major clients with whom your organization has been/ is currently associated.	
12.	Have you ever been denied tendering facilities by any Government/ Department/ Public Sector Undertaking? (Give details)	

Signature:

Name of the Authorized signatory:

Company Seal:

Annexure 2: Format for Bidder's Undertaking Statement

Selection of bidder for the project titled "Design, Development, Operation, and Maintenance of the Vehicle Tracking Solution (VTS) for Mineral Transporting Vehicles in the State of Jharkhand"

(RFP No. _____)

We, M/s ……………………………………………………………………………………
hereby confirm that we have read and understood the entire Tender Document and accordingly submitted our tender as follows:

a. Commercial Proposal in hard copy

b. Technical Proposal in hard copy and in digital pdf format

c. Pre-Qualification Bid

We understand that the entire tender document and the technical and commercial proposal including tender circulars and addenda shall form part of the Contract Document and we undertake to sign and stamp each and every page of these documents if our offer is accepted.

Signed by duly authorized signatory: …………………………………………

On behalf of M/s………………………………………………………………

Company Stamp

Annexure 3: Certificate of Compliance (No Conflict Of Interest)

Firm's Name: …………………………………………………………

Address:

………………………………….

………………………………….

………………………………….

………………………………….

We hereby certify and confirm that the entity named above, including all members, partners and persons associated with it shall not have any corporate, commercial or other links, relationship or agreements with any of the entities who will be entrusted with bidder for the project titled **"Design, Development, Operation, and Maintenance of the Vehicle Tracking Solution (VTS) for Mineral Transporting Vehicles in the State of Jharkhand"** under the scope of this RFP.

(Authorized signatory):

Name:

Designation:

Signed this …………………….day of …………………………………… 20…..

For the entity:

Seal

Annexure 4: Format for Confidentiality/ Non-Disclosure Undertaking

(To be executed on non-judicial stamp paper and notarised)

This Confidentiality Undertaking (this "Undertaking") is made by………………..a corporate entity registered under the laws of………………….., whose address is…………………… (hereinafter referred to as the "Recipient").

WHEREAS, the Recipient is entrusted to bidder for the project titled **"Design, Development, Operation, and Maintenance of the Vehicle Tracking Solution (VTS) for Mineral Transporting Vehicles in the State of Jharkhand"** in Jharkhand.

WHEREAS, DMG has agreed to make available to the Recipient certain information to enable the "Recipient" to carry out the required services-

NOW, THEREFORE, the Recipient undertakes the following:

1. The above preamble shall form an integral part of this Undertaking.

2. For the purpose of this Undertaking, the term "Confidential Information" shall mean any and all information, data or records of DMG or entrusted to DMG by any third party presented, given, sent or delivered to the Recipient whether in print, text, writing, via computer diskettes, compact disks, computer files of all kinds, or through any other audio-visual, tangible or intangible medium whatsoever, and designated in writing by DMG or its affiliates or Employers or which, under the circumstances surrounding disclosure, ought to be treated as confidential and shall include but shall not be limited to, any and all information, data, records, statements, processes, formulae, techniques, financial, technical, operational, commercial, staff, management, sales strategies, desires, goals or expansions and other information, data and expertise of whatever kind of DMG, including all lists of potential or existing employers or customers, organizational information, contracts or agreements, proprietary business or management methods, marketing data, fee schedules, know-how, designs, concepts, techniques, inventions and ideas, business plans, computer software and programs, database technologies, systems, structures and architectures, research projects or trade secrets of DMG or its affiliates or employers and shall include all computer files, documents, data and analyses prepared by DMG or its agents or its affiliates or Employers, which contain or are based upon Confidential Information. Confidential Information shall also include any information which can be obtained by examination testing or analysis of any such hardware, any component or part thereof, and software or material samples, provided or given access to the Recipient by DMG.

3. The obligation to maintain the confidentiality of Confidential Information shall continue to apply for five years after signature of this Undertaking. However, the said obligation does not apply to Confidential Information:

    a. If the Confidential Information is generally available in the public domain (unless available as a result of breach of this Undertaking);

b. If the Confidential Information is lawfully in the Recipient's possession (as evidenced by the Recipient's written records) and was not acquired directly or indirectly from DMG;

c. If the disclosure of Confidential Information is required by any applicable law or by any supervisory or regulatory body to whose rules the Recipient is subject, or with whose rules it is necessary for the Recipient to comply.

4. If any proceedings are commenced or action taken which could result in it becoming compelled to disclose Confidential Information, the Recipient will, to the extent that it is lawfully able, immediately notify DMG of such proceedings or action in writing and will take all available steps to resist or avoid such proceeding or action, including all steps that may reasonably be requested by DMG and keep DMG fully and promptly informed of all matters and developments relating thereto. If the Recipient is obliged to disclose Confidential Information to any third party, the Recipient will disclose only the minimum amount of information consistent with satisfying its obligation. Furthermore, the Recipient will give prior written notice of the information it proposes to disclose, the notice containing a copy of the proposed disclosure, and will give DMG an opportunity to discuss the relevant notice prior to any disclosure.

5. The Recipient hereby expressly, unconditionally and irrevocably agrees that it shall:

a. Hold DMG's Confidential Information in strict confidence to itself and restrict access to such Confidential Information to only its employees who need to know it and shall further ensure that any such employees are bound by the obligations of confidentiality as stated in this Undertaking, and to hold all Confidential Information of DMG in strict confidence

b. Treat such Confidential Information with at least the same care and precaution that the Recipient affords to its most confidential, valuable, and secret information

c. Not use, exploit, access or benefit from such Confidential Information for any reason or purpose whatsoever

d. Not use such Confidential Information in any way detrimental to DMG (it being acknowledged that any use or exploitation by the Recipient of the Confidential Information for any purpose whatsoever other than its own internal and noncommercial use, will be deemed detrimental to DMG)

e. Not to copy, keep, preserve, store or retain in any medium whatsoever any Confidential Information of DMG for any reason whatsoever, to that effect, the Recipient hereby expressly undertakes that it shall immediately upon the request of DMG, destroy any and all of the Confidential Information of DMG, which the Recipient has received from DMG.

f. Release such Confidential Information to a concerned "Recipient Representative" requiring such information only after advance written notification to DMG stating the name, address, telephone number and relationship to the Recipient of such Recipient Representative, and notifying such Recipient Representative to whom any disclosure of the

Confidential Information is made that the disclosure is made in confidence, that the Confidential Information must be kept in strict confidence by the Recipient Representative and that the Confidential Information as well as the Recipient. Representative is subject to the terms of this Undertaking

g. Not to release, circulate, publish, expose, distribute, reveal, issue or disclose such Confidential Information through any medium or means whatsoever to any other person, persons, entity or entities without the prior express and explicit written consent of DMG, in which event the Recipient shall require such person or entity to enter into a confidentiality agreement acceptable to DMG

h. Take all reasonable steps to protect the Confidential Information from unauthorized access, production, publication, distribution, circulation, exposure, copying or disclosure by any party, in any manner, any means and any medium whatsoever

i. Comply with any and all instructions that DMG may issue in relation to the manner through which the Recipient may utilize the Confidential Information for the purposes of this article

j. Notify DMG immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Undertaking by the Recipient, and will cooperate with DMG in every way to help in regain possession of the Confidential Information and prevent any further unauthorized use of such.

6. The Recipient hereby expressly and unconditionally agrees that any and all of the terms, conditions and provisions contained within this Undertaking relating to the Confidential Information are of the essence, reasonable and necessary in order to protect DMG's business, reputation, best interests and goodwill. To that effect, the Recipient hereby expressly and unconditionally declares, understands and accepts that should the Recipient breach any of the terms conditions and/or provisions of this Undertaking, DMG shall suffer grave loss, damage and lost profits to its businesses, reputation, best interests and goodwill.

7. The recipient acknowledges and agrees that damages would not be an adequate remedy for any breach of this undertaking and that either party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such undertaking.

8. The Recipient hereby expressly and unconditionally understands and accepts that nothing in this Undertaking is intended to grant the Recipient any form of right, title or interest in or to any of the Confidential Information of DMG whatsoever, or to any invention, trade secret or intellectual property based thereon. By disclosing, presenting or providing Confidential Information to the Recipient, the Recipient fully and unconditionally understands and accepts that DMG does not grant any express or implied right interest or title to the Recipient or the Recipient Representative to any Confidential Information.

This Undertaking shall be governed by and construed in accordance with the laws of Republic of India. Any dispute arising out of or in connection with this Undertaking shall be referred to the Hon'ble High court of Jharkhand.

…………………………………………………

Signed by authorized signatory of M/s

……………………………………………..

(The Bidder)

Annexure 5: Format for Technical Bid Letter

To,

The Director Mines,

Department of Mines and Geology,

Third Floor, Yojana Bhawan,

Nepal House, Doranda, Ranchi, Jharkhand- 834002

Reference. RFP No. …………………   Dated……………….

Sir,

We hereby offer to provide the Services at the prices and rates mentioned in our Commercial Bid

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Technical Bid as required by you.

We agree to abide by our offer for a period of 180 days from the actual date of opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of YYYY

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

Annexure 6: Format for Relevant Experience

Sl. No.	Item	Details
1.	Name of Project	
2.	Customer Name	
3.	Name, address and contact details of customer	
4.	Project Start Date	
5.	Project End Date	
6.	Current Status of Project	
7.	Value of Project (in Rs.)	
8.	Project Location	
9.	Type of Client (Govt. / Govt. undertaking, PSU etc.)	
10.	Brief Description of the project	
11.	Scope of Work of the Agency	

Work Award and Completion Certificate for each to be enclosed

Annexure 7: Format for Project Team Member's CV

1.	Position applied for			
2.	Name of the Resource			
3.	Designation in Current Organization			
4.	Date of Birth (dd/mm/yy)			
5.	Nationality			
6.	Total Years of relevant Experience			
7.	No. of Years In Current Organization			
8.	Education (Year in which various qualifications were obtained must be stated)	Year	Degree/Diploma	Institution/ University
9.	Other Training & Certification			
10.	Language & Degree of Proficiency	**Languages Known**	**Reading (Excellent/ Good/ Fair)**	**Writing (Excellent/ Good/Fair)**	**Speaking (Excellent/ Good/Fair)**
		English			
		Hindi			
		Any other language			
11.	Country of Work Experience			

12.	Summary of Experience	
13.	Skill Sets	
14.	Employment Record	
	From To	
	Employer	
	Position Held	
15.	Work undertaken that best illustrates capability to handle the tasks assigned	
	Name of the Assignment	
	Year	
	Location	
	Client	
	Main Project Features	
	Positions Held	
	Activities Performed	

Annexure 8: Format for Commercial Bid

To,

The Director Mines,

Department of Mines and Geology,

Third Floor, Yojana Bhawan,

Nepal House, Doranda, Ranchi, Jharkhand- 834002

Ref. RFP No.

Sir,

1. We hereby declare

   a) that we have domain knowledge in the space of vehicle tracking and associated works

   b) We are equipped with adequate manpower & technology for providing the Services as per the parameters laid down in the Tender Document

2. We hereby offer to provide the Services at the prices and rates as mentioned below

S. No.	Particulars	Price (in Rs)
1	Application Development	
1.1	Go Live of the Application (A)*	
2	Quarterly Opex	
2.1	Quarterly Opex (B)	
2.2	Opex Total for Project Period (C) (C = B X 11.5)	
3	**Total Price (in figures) (D = A +C)**	
4	**Total Price (in words) (D = A +C)**	

* - A cannot be more than 10% of D, i.e. total payment at Go Live will be less than or equal to 10% of the project value.

3. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We agree to abide by our offer for a period of 180 days from the date of closing of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of YYYY

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)

Seal/ Stamp of bidder

Annexure 9: Performance Requirements and Penalty

The table below provides the Service Level Agreement (SLA) parameters to be adhered to by the Vendor during the project operations, post Go Live of the application. The preventive maintenance and the scheduled down time shall be carried out by the Vendor during the non-operational hours of the project. In case of not meeting the SLAs, the corresponding penalties as defined in the Table below shall apply.

S. No.	Components	Minimum SLA/ Uptime Required	Penalty
1.	Application, Customization, implementation on data center	Within the prescribed timeline.	For every single day over and above the agreed timeline Rs. 5000/ day
2.	Application Availability	99.5%	a. For first 5 hour[1] of extra downtime other than that allowed (more than 3 hours 36 minutes in month or 2 hours in a day), An amount equal to 1 time of hourly cost calculated from total price in commercial bid/ hour lost will be deducted from the payment of respective month. There after every 1 hour's penalty equal to 1.2 time of hourly cost calculated from total price in commercial bid/ hour lost will be deducted. b. In addition to above, i. If the Downtime on a single day exceeds 8 Hours, between 8 am to 8 pm or 15 hours a month, over and above the permissible limit, then equal to 1.8 times of hourly cost calculated from total quarterly opex price in commercial bid for hour lost will be applicable. ii. If the Downtime on a single day exceeds 8 Hours other than between 8 am to 8 pm, then a penalty equal to 1.5 time of hourly cost calculated from total quarterly opex price in commercial bid for hour lost will be applied.

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[1] Not including scheduled downtime per month

S. No.	Components	Minimum SLA/ Uptime Required	Penalty
3.	Training (Non-completion of VTS trainings)		Provide the training to department as per finalized schedules. Non-completion of training with in specified time frame will leads to penalty of 500/- (five hundred) per location/Day

The total penalty per month will be capped at 15% of monthly charges for any month. If the performance based penalty calculated as per above hits the 15% cap for 6 consecutive months, it will be treated as breach of contract and DMG may exercise its right to terminate this Agreement.

Annexure 10: Bid Security Form

BID SECURITY FORM-BANK GUARANTEE

(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary :_____(name and address of DMG)

Date: _____

Bid Security No.: _____

Whereas M/s _____ (insert the name of the Bidder) (hereinafter called the "Bidder") has submitted its technical & financial proposals for the work of _____ (insert the name of work for which proposal is submitted) (hereinafter called the "Proposal") dated _____ against the DMG's Notice Inviting Tenders (NIT) Notice Inviting Proposal/Invitation for Bid (IFB) No. _____ (Insert NIT/NIP/IFB number as per publication in newspaper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.

At the request of the Bidder, we _____ (insert name of the bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of_____ (insert bid security amount in figures) _____ (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the RFP conditions, because the Bidder:

a) has withdrawn its Proposal during the period of Proposal validity specified by the Bidder in the Technical Proposal Form; or

b) does not accept the correction of errors in accordance with the RFP Document; or

c) Having been notified of the acceptance of its Proposal by the DMG during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the RFP.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued by the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) forty-five days after the expiration of the Bidder's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

_____ Bank's seal and authorized signature(s) _____

Annexure 11: Format of Draft LoI

Ref No: Date:

Letter of Intent

To,

The Applicant

Sub: **Services of System Integrator for Design, Development, Operation & Maintenance of the Vehicle Tracking Solution for Mineral Transporting Vehicles in the State of Jharkhand**

Ref: 1) Request for Proposal (RfP) No. …………… dated ………….

    2) Your bid submitted for the above tender and opened on …………………….

Dear Sir,

With reference to the above, it is hereby informed that the proposal submitted by your company ………………………… for providing services of System Integrator for Design, Development, Operation & Maintenance of the Vehicle Tracking Solution for Mineral Transporting Vehicles in the State of Jharkhand has been accepted as per the following details:

1. Price

S. No.	Particulars	Price (in Rs)
1	Application Development	
1.1	Go Live of the Application (A)*	
2	Quarterly Opex	
2.1	Quarterly Opex (B)	
2.2	Opex Total for Project Period (C) (C = B X 11.5)	

3	Total Price (in figures) (D = A +C)	
4	Total Price (in words) (D = A +C)	

* - A cannot be more than 10% of D, i.e. total payment at Go Live will be less than or equal to 10% of the project value.

2. Terms & Conditions

The terms and conditions shall be as per the RfP (referred at Sl. No. 1) which have been accepted by you.

3. Performance Security

Please furnish a Bank Guarantee (format provided ………………. of the RfP) within 15 days payable at Ranchi, from any Nationalized or scheduled commercial Bank in India having its office at Jharkhand for an amount equivalent to 10% (ten percent) of the total contract value towards Performance Security valid for a period of three (3) months over the duration of the project.

4. Contract

The contract will be signed as per the terms and conditions mentioned in the above RFP. The date of completion of the contract period i.e.3 Years (Phase I) shall be reckoned from the date specified in the Contract. Upon satisfactory performance in the Phase I, DMG may extend the duration for another 2 years termed as Phase II as per the terms of the above RFP.

You are requested to submit your acceptance of this Letter of Intent over email within three (03) days from the date of issue of the same.

Yours Faithfully,

Director Mines
Department of Mines and Geology

Annexure 12: Format of Draft Contract

AGREEMENT

This Agreement (referred to as the "Contract") entered into on this ……date……….. between the Department of Mines and Geology, Government of Jharkhand represented by Mr. ………………….., Director Mines, Department of Mines and Geology duly authorised hereinafter referred to as "DMG"/ Party of the First Part.

AND

……………………., a Company incorporated under the Companies Act 1956 having its office at……………………………………………………………………. represented by ……………………………………………………………., (hereinafter referred to as the "System Integrator" which expression shall mean and include its successors, legal heirs, assigns and representatives etc.) of the Second Part;

WHEREAS

1. The Department invited open Public tender No……………… for "Selection of System Integrator for Design, Development, Operation & Maintenance of the Vehicle Tracking Solution for Mineral Transporting Vehicles in the State of Jharkhand".

2. The System Integrator participated in the tender and submitted its technical & commercial proposal for the same.

3. The System Integrator emerged as …<Rank in technical evaluation along with score>.......and <Rank in commercial evaluation along with score> ….., with highest final score of …………….

4. According to comparative statement dated …………….. of Technical Score, Commercial Score and final score of the RFP No. ………………; <Company Name>……..was selected as successful bidder.

5. Now the System Integrator has come forward to enter into an agreement with the DMG.

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. Contract shall be effective from …… day of …….. and shall comply with all the terms and conditions from the effective day.

2. The scope of services, deliverables, duration, team composition, payment schedule along with all other terms and conditions shall be as mentioned in the RFP No.: ………dated………

3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.;

    i. RFP No: …………………………………….

ii.   …<List of Corrigendum>………..……………

4. The tenure of the contract will be 03 years termed as Phase-I. Upon satisfactory performance in Phase-I, contract may be extended for duration of another 2 years as Phase-II.

5. As per the Commercial proposal, the details of the fees for the engagement shall be as follows:

TABLE – I: Price for providing services (Exclusive of Taxes & Duties as applicable)

S. No.	Particulars	Price (in Rs)
1	Application Development	
1.1	Go Live of the Application (A)*	
2	Quarterly Opex	
2.1	Quarterly Opex (B)	
2.2	Opex Total for Project Period (C) (C = B X 11.5)	
3	**Total Price (in figures) (D = A +C)**	
4	**Total Price (in words) (D = A +C)**	

*The price quoted above excludes statutory taxes (e.g. GST, Cess, etc.).

6. Payment terms shall be as follows:

i. Payment to the agency would be made on completion of work by the agency as per milestones provided below-

- Go Live of the application (45 days)
- Quarterly Payments, post-Go Live of application

If Go Live phase for the project is achieved after 45 day of Signing of contract, Department will not be liable to pay any additional payment for the delay,

If Go Live is achieved before time, Annual Maintenance Contract will start immediately after that and quarterly payments will be made from the data

Quarterly Payments

Quarterly payments will start post implementation of Go Live phase.

Payment shall be made in Indian Rupee (INR) only.

ii.   All payments shall be made in Indian Rupees through RTGS/NEFT/Cheque and shall be subject to Indian withholding Taxes.

iii.   The applicable GST shall be paid by Department of Mines & Geology as per the bills submitted.

IN WITNESS WHEREOF the DMG and M/s _____have caused this Agreement to be duly executed by their duly authorised representatives the day and year first above written.

For …………….   **For Department of Mines & Geology**

                                        Director Mines

Witnesses:

1)   1)

2)   2)

Annexure 13: Format of Performance Guarantee

PERFORMANCE SECURITY

Bank Guarantee: _____
Date:_____

To,

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

In consideration of Directorate of Mines and Geology, Department of Mines and Geology (DMG), Jharkhand, (hereinafter referred as the "DMG", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and permitted assigns) having awarded to **M/s <Name>_____, a company incorporated under companies Act, 1956** having its registered office at <address> (Hereinafter referred to as the "SI" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), **Lol. No._____, dated _____** and the same having been unequivocally accepted by the SI, resulting in a Contract valued at **Rs. <contract value> (Rupees <contract value in words>)** for **System Integrator for Design, Development, Operation & Maintenance of the Vehicle Tracking Solution for Mineral Transporting Vehicles in the State of Jharkhand** (hereinafter called the "Contract") and the SI having agreed to furnish a Bank Guarantee to DMG against the release of retention money as stipulated by DMG in the said contract for accuracy of the services performed amounting to **Rs. < > (Rupees <in words>)**.

We <name of the bank>, a company incorporated under _____, having its registered office at _____ and acting through its branch _____. (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay DMG immediately on written demand any or, all amount payable by the SI to the extent of as aforesaid i.e _____ (Rupees _____ Only) at any time up to **<Date> ("Expiry date")** without any demur, reservation, contest, recourse or protest and/or without any reference to the SI. Provided however, the written demand must be accompanied by a copy of the notice sent to the SI by the DMG to cure /rectify the default at least 30 (Thirty) days prior to presentation of any demand of its intention to have recourse to the Guarantee, setting out the act or omission of the SI, which it asserts constitutes the breach of terms and conditions of the said contract or loss/damage suffered giving rise to the demand. Any such demand made by DMG on the Bank shall be conclusive and binding notwithstanding any difference between DMG and the SI or any dispute pending before any Court, Tribunal,

Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable either till DMG discharges this guarantee **or till its Expiry date i.e. <Expiry Date> ("Expiry date"), whichever is earlier**.

DMG shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the SI. DMG 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 DMG and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between DMG and the SI any other course or remedy or security available to DMG. The bank shall not be relieved of its obligations under these presents by any exercise by DMG of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of DMG or any other indulgence shown by DMG or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

Performance Security may be extended at our sole discretion from time to time for such period (not exceeding one year), as may be desired in writing by <Name of SI> on whose behalf this guarantee has been given.

This guarantee shall be governed by and construed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Indian Courts

Notwithstanding anything contained hereinabove,

      a. Our liability under this guarantee is restricted to **Rs. <Performance Security Value> (Rupees <in words> Only**)

      b. This bank guarantee shall be valid up to <Expiry Date>(expiry date)**;**

      c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written demand made in the manner prescribed in this Guarantee in original at <name of the bank and address>, and by email to email Id <email id> on or before **< claim date>** (claim date), all your right under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee thereafter.

Dated this _____ days of _____ **2018** at _____

WITNESS_____

1)

2)