
Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

Department of Geology & Mining
(Government of Uttarakhand)

Tender No: -----Dated -----2021

December, 2021

Disclaimer

The information contained in this RFP document or subsequently provided to the Bidder, whether verbally or in documentary or any other form by or on behalf of the BUYER or any of its employees or advisers, is provided to the Bidder on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BUYER in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is not possible for the BUYER, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BUYER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BUYER, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The BUYER also accepts no liability of any nature whether resulting from negligence or otherwise from reliance of any Bidder upon the statements contained in this RFP.

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The BUYER may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the BUYER is bound to select a Bidder or to appoint the implementation agency, as the case may be, for the assignment and the BUYER reserves the right to reject all or any of the proposals without assigning any reasons what so ever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of the proposal which include the cost of preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BUYER or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and the BUYER shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

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1. Fact Sheet

Topic	Details
Name of the Client/BUYER	Department of Geology & Mining, Govt. of Uttarakhand
Contact Person	S.L Patrick Director Geology & Mining, Bhopalpani, Dehradun, Uttarakhand. Pin: 248001 Phone – 8192802321, 9410139630 Fax - 0135-2713944 Email – slpatrick54@gmail.com
Type of Bid	Two Bid System (Technical and Financial)
Language to be used	Bids should be submitted only in English language
Method of selection	The method of selection is Quality cum Cost based Selection (QCBS)
Date of Publishing of Tender	RFP can be Downloaded from uktenders.gov.in from 31.12.2021 at 09.00 hrs.
Cost of RFP Documents	The Bidders are required to submit the RFP document fee of Rs. 1000.00 + Vat as applicable in the form of a non-refundable demand draft drawn in favor of " Director, Geology & Mining Government of Uttarakhand " payable at Dehradun along with the Bid. Scan copy of the proof of RFP document fee to be submitted along with technical proposal. Physical demand draft of RFP document fee should be submitted to the BUYER before opening of Technical Bid.
Pre-bid queries	All the Pre-Bid queries should be addressed to the " Contact Person " as above and be received on or before 04.01.2022 at 17.00 hrs. through email only.
Pre-Bid Meeting Date	A Pre-Bid meeting will be held on 05.01.2022 at 15.00 hrs.
Bid Submission Start Date and Time	Bids must be submitted after following date and time: 06-01.2022 at 10.00 hrs.
Document Download Start and end date	Start Date:- 31-12-2021 Time :- 10:00 hrs To End Date:- 13-01-2022 Time :- 17:00 hrs
Pre-Bid Meeting Venue	A Pre-Bid meeting will be held at: Conference Hall, Geology & Mining Office Bhopalpani, Dehradun

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Topic	Details
	248008
Bid Submission Address	The parties willing to participate in the Bidding will have to apply through the Electronic Tendering Procedure (e-Tendering) as per the guidelines issued by Uttarakhand State Government available on the web site uktenders.gov.in . under the link “ Bidders Manual Kit ”
Bid Submission Date & Time	Bids must be submitted not later than the following date and time: 13-01.2022 at 17.00 hrs.
Method of Submission of Bid Documents	Bidders must upload bid documents (Technical and Financial) as per details mentioned in the requisite sections of the RFP on the e-Procurement portal of Uttarakhand Government i.e. uktenders.gov.in . and a Set of Hard copy of the Technical Bid to be submitted to the office of Tenderer.
Earnest Money Deposit (EMD)	Earnest Money Deposit of amount INR. 80,00,000/- (Rupees Eighty Lakh Only) by Demand Draft or Bank Guarantee as mentioned in Appendix I - Form 3 in favor of “ Director, Geology & Mining, Bhopalpani, Dehradun Government of Uttarakhand ” and payable at Dehradun from any of the nationalized scheduled commercial bank. Scan copy of the EMD to be submitted along with technical proposal. Physical copy of the EMD should be submitted to the BUYER before opening of Technical Bid.
Technical Bid Opening and result declaration date for TQ	Technical bids will be opened on 14.01.2022 at 11:00
Technical Bid Opening Venue	Conference Hall, Geology & Mining, Bhopalpani, Dehradun, Uttarakhand.
Commercial bid Opening	Financial bids will be opened on 14.01.2022 at 15:00 or 15.01.2022 at 10.30
	Conference Hall, Geology & Mining, Bhopalpani, Dehradun, Uttarakhand.
Bid Validity	Bids must remain valid for 90 days after the bid submission date
Performance Bank Guarantee	Amount equivalent to 10% of the total cost of work order to be submitted by selected Bidder as mentioned in Appendix IV - Form I

2. Request for Bid

Tenders are invited from eligible, reputed, qualified firms with sound technical and financial capabilities for “**Development and Maintenance of Mining Digital Transformation & Surveillance System**” as detailed out in the [Scope of Work](#) under [Chapter 8](#) of this RFP Document. This invitation to bid is open to all Bidders meeting the technical qualification criteria as mentioned in [Section 6.2](#) of this RFP Document.

3. Structure of the RFP

This Request for Proposal (RFP) document for the project “**Development and Maintenance of Mining Digital Transformation & Surveillance System**”, comprises of the following.

- i. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
 - a) General instructions for bidding process
 - b) Bid evaluation process including the parameters for technical evaluation and Commercial evaluation to facilitate BUYER in determining Bidder’s suitability as the implementation partner
 - c) Payment schedule
 - d) Commercial bid and other formats
- ii. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
 - a) About the project and its objectives
 - b) Scope of work for the selected Bidder
 - c) Functional and Technical requirements/specifications
 - d) Project Schedule
 - e) Service levels for the selected Bidder
 - f) Exit Management plan and other terms & conditions to the contract

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder’s suitability to become the implementation partner Department of Geology and Mining, Government of Uttarakhand, to be referred as the “BUYER” in this RFP document.

The Bidders are expected to examine all instructions, forms, terms & conditions, project requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the bid.

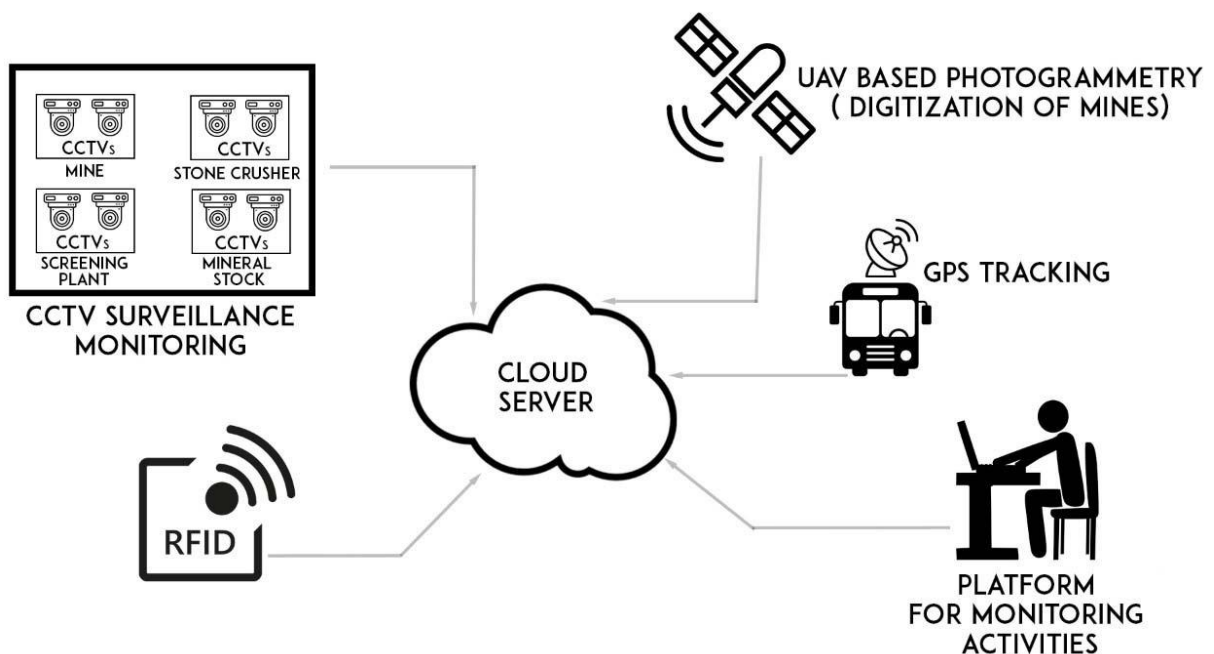
3.1. Basic Information

- a) The Director General/Director, Geology and Mining, Directorate of Industries, Govt. of Uttarakhand on behalf of the Governor of Uttarakhand invites responses ("Tenders") to this Request for Proposal ("RFP") from eligible firms ("Bidders") for "**Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)**" as detailed out in the [Scope of Work](#) under [Chapter 8](#) of this RFP.
- b) This is an OPEN e-tender. Bids are invited from all the Bidders, who qualify the eligibility criteria mentioned at various sections of this RFP.
- c) Any contract that may result from this Government procurement competition will be issued for a term of **60 Months (5 year)** post completion of the project ("the Term").
- d) The BUYER reserves the right to extend the Term for a period or periods of up to **2 more year** and such extension or extensions would be on the same terms and conditions, subject to the BUYER's obligations at law.

4. Background Information

4.1. Project Background

The Project aims to achieve a digital transformation of current mining processes including survey, digitization (Mapping, Topographical survey and geo-referencing revenue map), monitoring and surveillance of existing & new mining lease area, Stone crusher, Screening plant area and mineral stock permit area of Uttarakhand. Using these technologies along with Drone, RFID, GPS tracker, CCTV cameras and an Integrated digital platform, we want to fully digitalize and transform the end-to-end Mining process in Uttarakhand. The Department would like to have an end-to-end solution to survey, monitor and manage its various working and new explored mines, spread across the state of Uttarakhand. as detailed out in the [Scope of Work](#) under [Chapter 8](#) and its integration with existing Cloud Platform.



4.2. Benefits of the Project

The Proposal for “**Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)**” will enable the BUYER by following:

1. Mapping and geotagging of the existing & new mining lease area, Stone crusher, Screening plant area and mineral stock permit area of Uttarakhand.
2. Developing 3D digital twin.
3. Topographical survey of the mining area for a detailed perspective view and uploading the same in a cloud platform MDTSS.
4. Volumetric analysis of the extractable and excavated materials periodically in a year to reconcile the e-rawanna
5. The CCTV integration, RFID and GPS tracker (for vehicle tracking) will enable monitoring of vehicle flow at strategic locations.
6. The system will support real-time detection of vehicles at the deployed locations, recording each four-wheeler, reading its number plate, database lookup from central server and will be integrated with the e-rawanna portal (will also validate it) which will minimize the illegal activity occurrences.
7. Providing alarms/alerts/feedback to the command center about abnormal movements/suspicious activities based on the vehicle status and category as specified by the database.
8. Better enforcement management based on alerts received from system and better revenue collection.
9. Improved turnaround time in responding to any investigation case.
10. Faster access to evidence in case of law violations.
11. Act as an aid to investigation.

4.3. Major Project Components

1. MDTSS System
2. Drones
3. GIS Software
4. Server System
5. RFID System
6. GPS Tracker
7. Maintenance & Warranty of Service levels
8. Training and Knowledge Transfer
9. Integrated Command & Control System

5. Instructions to the Bidders

5.1. General Conditions

- a) BUYER has made every effort to provide comprehensive and accurate background information and requirements and specifications. Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submissions of Bid by the Bidder have been done after their careful study and examination of the RFP document with full understanding to its implications.
- c) In case of any clarification with regards to the bid document the Bidders may get in touch with the BUYER as mentioned in tender document however the Bidders are encouraged to undertake a preliminary study of the project, at their own cost, before they submit their Bids.
- d) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BUYER on the basis of this RFP.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BUYER. Any notification of preferred Bidder status by the BUYER shall not give rise to any enforceable rights by the Bidder. The BUYER may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BUYER.
- f) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- g) If any information/certificate supplied by Bidders found to be false at any time in future, the BUYER may cancel this public procurement even after formal written contract being executed.

5.2. Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall

be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the bid may be rejected.
- c) Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.
- d) Forms to be used are mentioned below:

Forms to be used in Technical Bid:

[Form I-1](#): Compliance Sheet for Technical Bid

[Form I-2](#): Particulars of the Bidder

[Form I-3](#): Bank Guarantee for Earnest Money Deposit

[Form II-1](#): Letter of Bid

[Form II-2](#): Project Citation

[Form II-3](#): Proposed Solution

[Form II-4](#): Proposed Work Plan

[Form II-5](#): Deviations

Forms to be used in Financial Bid

[Form III-1](#): Covering Letter

[Form III-2](#): Consolidated Financial Bid (BOQ)

Forms to be used in PBG

[Form IV-1](#): Performance Bank Guarantee

5.3. Pre-Bid Meeting & Clarifications

5.2.1 Pre-bid Conference

- a) The BUYER shall hold a pre-bid meeting with the prospective Bidders as per details mentioned in [Fact Sheet](#).
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the BUYER in writing as per details mentioned in [Fact Sheet](#).
- c) The queries should necessarily be submitted in the following format:

Sl. No.	RFP Document Reference(s) Page Number(s)	RFP Document Reference(s) Section	Content of RFP requiring Clarification(s)	Points of clarification
1.				
2.				
3.				
4.				

- d) The BUYER shall not be responsible for ensuring that the Bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained.
- e) The interested are requested to participate in prebid meeting on the prescribed date and vanue either personally or through their representative.

5.2.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the BUYER will endeavor to provide timely response to all queries. However, the BUYER makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the BUYER undertake to answer all the queries that have been posed by the Bidders.
- b) At any time prior to the last date for receipt of bids, the BUYER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the uk.gov.in.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the BUYER may, at its discretion, extend the last date for the receipt of Bids.

5.2.3 Amendment in RFP

- f) The amendments in any of the terms and conditions including technical specifications of this RFP document will be published at uk.gov.in. will be binding on all prospective Bidders.

5.3 Key Requirements of the Bid

5.4.1 Right to Terminate the Process

- a) The BUYER may terminate the RFP process at any time and without assigning any reason. The BUYER makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the BUYER. The Bidder's participation in this process may result the BUYER selecting the Bidder to engage towards execution of the contract.

5.4.2 Right to Vary Quantities

Though the Bidders shall submit their bid for turnkey implementation of the project, BUYER reserves the right to include only a part or whole or none (in the event of not getting a viable solution within the budget estimated) of the above as scope of the selected Bidder. BUYER shall also reserve the right to reduce/increase the quantity of the equipment during the bidding process or at the time of award of contract. The BUYER also reserve the right to split up the total scope among two or more Bidders who agree to meet such a scope, if found beneficial in the long run for the BUYER.

5.4.3 RFP Document Fees

- g) The Bidder may download the RFP documents from the website uk.gov.in.
- a) The scan copy of demand draft of RFP document fees should be uploaded as a proof along with the Technical Bid.
- b) Physical copy of demand draft would be submitted before Date & Time of opening of Technical Bids as per details provided in [Fact Sheet](#). Bids received without or with inadequate RFP Document fees shall be rejected.

5.4.4 Earnest Money Deposit (EMD)

- a) The scan copy of EMD should be uploaded as a proof along with the Technical Bid. Physical copy of EMD should be submitted before Date & Time of opening of Technical Bids as per details provided in [Fact Sheet](#).
- b) Bidders shall submit EMD as per details provided in the [Fact Sheet](#).
- c) EMD of all unselected Bidders would be refunded by the BUYER within **1 month** of the Bidder being notified as being unsuccessful and contract signing with selected Bidder. The EMD, for the amount mentioned above, of selected

Bidder would be returned upon submission of Performance Bank Guarantee (PBG) as per the format provided in [Appendix IV: Form 1](#).

- d) The EMD amount is interest free and will be refundable to the unselected Bidders without any accrued interest on it.
- e) The Bid submitted without EMD, mentioned above, will be summarily rejected.
- f) The EMD may be forfeited:
 - If a Bidder withdraws its bid during the period of bid validity.
 - In case of a selected Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

5.4.5 Submission of Bids

RFP must be submitted by only those prospective Bidders who qualify based on the eligibility criteria. RFP must be signed by an authorized company representative and submitted in accordance with the specified terms and conditions.

- h) The parties willing to participate in the bidding will have to apply through the electronic tendering procedure (e-Tendering) as per the guidelines issued by Uttarakhand State Government available on the web site uk.gov.in under the link "[Bidders Manual Kit](#)".
- i) The Bid Documents can be downloaded from the web site uk.gov.in.

No Tender will be accepted other than e-Tendering Procedure mentioned above.

The Bidders should upload their responses as per the format given in this RFP in the following manner

- Technical Bid - in first envelope
- Commercial Bid - in second envelope
- i. Please Note that Prices should not be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- ii. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

- iii. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the Bids.
- iv. All pages of the bid shall be initialed and stamped by the person or persons who sign the bid.
- v. Bidders need to submit originals of RFP document fee and EMD to the BUYER before Date and Time of opening of Technical Bids as per details provided in [Fact Sheet](#). In case of non-compliance of the same, bid will be rejected.

5.4.6 Authentication of Bids

A Bid should be accompanied by a **Power of Attorney** (POA) in the name of the signatory of the Bid.

5.4 Preparation and Submission of Bid

5.5.1 Bid Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Bid, in providing any additional information required by the BUYER to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The BUYER will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.5.2 Language

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Bid, the English translation shall govern.

5.5.3 Venue & Deadline for Submission of Bids

- j) Bids, in its complete form in all respects as specified in the RFP, must be uploaded and submitted to the BUYER at uk.gov.in, as per details provided in

before Date and Time of opening of Technical Bid as per details provided in [Fact Sheet](#).

5.5.4 Late Bids

- 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. BUYER 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.
- d. BUYER reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.5.5 Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation is provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non material deviation”. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the bidder OR declare the bid as non-responsive.

The bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores. The bidders would not be allowed to withdraw the deviations at this stage. No correspondence in this matter will be entertained.

In case of non-material deviations, the deviations would form a part of the proposal & contract.

[As an illustrative framework for instant use, we have provided here a format that enables a bidder to clearly define, demarcate and declare deviations]

Sl. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
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1.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2.						
3.						
4.						
5.						
6.						
7.						
8.						

5.5 Evaluation Process

- a. The BUYER will constitute a Bid Evaluation Committee to evaluate the responses of the Bidders.
- b. The Bid Evaluation Committee constituted by the BUYER shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids.
- e. The Bid Evaluation Committee reserves the right to reject any or all Bids on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. The Financial bids for the technically qualified Bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive.
- h. Conditional bids are liable to be rejected.
- i. The BUYER may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.

- j. Any effort by the Bidder to influence the BUYER in the process of evaluation of technical Bids, bid comparison or the BUYER's decisions on acceptance or rejection of bids may result in rejection of the Bidder's bid.
- k. The Bidders will also be required/asked to make a detailed presentation/Demo covering various aspects on technical parameters defined in this RFP for the said sites to be connected, services supports, maintainability, implementation schedule, upgradability and its integration. If need arises than Bidder has to provide full demo at any site under consideration.
- l. The BUYER may also ask the Bidders to arrange visits of its officers to the sites already established and claimed in the bid. The expenses for the same will be borne by the Bidder.
- m. No further discussion/interface will be held with the Bidder whose bid has been technically/financially disqualified/rejected.
- n. All details provided by the Bidder should be specific to the requirements specified in this RFP. Detailed clarification may be provided by Bidder, if so desired by BUYER. The Bidder shall specify the responsibilities of BUYER, if any, other than already mentioned in the RFP, separately for the successful implementation of the project.

5.6.1 Bid Opening

The submitted bids will be opened as per details mentioned in [Fact Sheet](#) by the nodal officer or any other officer authorized by the BUYER, in the presence of Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders should be advised to carry the identity card or a letter from the tendering firms to identify their bonafides for attending the opening of the Bids.

Bid evaluation will be done by the bid evaluation committee and results will be intimated later on.

5.6.2 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of **90 days** from the date of submission of Tender.

5.6.3 Bid Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Bids:
- Are not submitted in form as specified in the RFP document.
 - Received without the Power of Attorney (POA).
 - Bids without Earnest Money Deposit (EMD).
 - Are found with suppression of details.
 - With incomplete information, subjective, conditional offers and partial offers submitted.
 - Submitted without the documents requested.
 - Have non-compliance of any of the clauses stipulated in the RFP.
 - With lesser bid validity period.
 - Failed to provide clarifications related thereto, when sought.
 - If found to have a record of poor performance such as abandoning works, not properly completing the contract, poor quality execution, inordinately delay in completion, being involved in litigation, black listed by any BUYER/corporation/organization under taking of State / Central Government organization or financial failures etc.
 - Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
 - The submission of more than one bid under different names by one Bidder - If same is found at any stage, all the bids by that Bidder will be rejected.
 - Misrepresentations in the bid proposal or any supporting documentation.
 - Bid proposal received after the last date and time specified in the RFP.
 - All pages of the bid must be signed, stamped and sequentially numbered by the Bidder.
 - Bids not submitted in the prescribed Performa / Forms/ Annexure enclosed with this RFP.
- b. All responsive Bids will be considered for further processing as below.

The BUYER will prepare a list of responsive Bidders, who comply with all the terms and conditions of the RFP document. All eligible bids will be considered for further evaluation by the evaluation committee according to the evaluation process defined in this RFP document. The decision of the evaluation committee will be final in this regard.

5.6 Cross Checking

BUYER reserves the right to contact and verify Bidder's information, references and data submitted in the bid proposal without further reference to the Bidder.

5.7 Absence of Specifications

The absence of specifications details regarding any equipment to be supplied under this RFP implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of BUYER. Certification standards, when available, for the equipment and materials to-be installed, will prevail.

5.8 Withdrawal of Bid Proposal

No bid proposal will be withdrawn subsequent to the deadline for the submission of bids. However, the Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date and time prescribed for submission of the bids.

5.9 Right to Accept Any Bid & Reject Any or All Bids

BUYER reserves the right to accept any bid, and to annul the tender process and reject all or any bids at any time without assigning reason 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 the BUYER's action.

5.10 Changes in Technical Specifications and Price Bid

- k) BUYER reserves the right to effect changes in the Technical Specifications. Any such change will be notified in writing to all those who have purchased this document and also the same shall be published on uk.gov.in as amendment.
- a. Once quoted, the Bidder shall not make any upward, fluctuation, subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. It is expected that all clarifications are sought for earlier and the bid requirements understood clearly by the Bidder before submitting the bid. Such price changes shall render the bid liable for rejection.

5.11 Proprietary Rights

The Bidder/supplier shall indemnify the BUYER against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the Minerals or any part thereof in India.

5.12 Additional Information/Clarification

BUYER reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by evaluation committee within prescribed time limit from the date of the receipt of BUYER's intimation requesting for such additional information and/or clarification, their bids will be evaluated based on the information furnished along with the bid proposal.

5.13 Limitation of Liabilities

In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the Bidder, what so ever and how so ever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received/paid as per the contract, as of the date such liability arose, from the BUYER, with respect to the Minerals or services supplied under this agreement, which gives rise to the liability.

5.14 Governing Law and Jurisdiction

The Contract and the transactions contemplated therein shall be governed by and construed in accordance with the laws of India.

The Contract and the transactions contemplated therein shall be subject to the exclusive jurisdiction of the competent Courts in Uttarakhand, India.

5.15 Indemnity

The Bidder shall at all times indemnify and keep indemnified the BUYER and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of/to property or person of any sub-contractor and/or the servants of agents of the Bidder, and subcontractor (and/or the Owner) and the Bidder shall at his own cost and initiative at all times upon the successful conclusion of the defect liability period specified hereof take out and maintain

insurance policies in respect of all insurable liabilities under this clause, including but not limited to third party insurance and act.

5.16 Bankruptcy and Insolvency

BUYER, can terminate the contract if the Bidder becomes bankrupt and/or loses the desired state of solvency with a notice of 15 (fifteen) days. BUYER in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to termination. BUYER will also; in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with the BUYER.

5.17 Data Rights

BUYER, shall have complete and total ownership and control over all the data generated, stored and processed during the Project.

The BUYER reserves the Complete Data Rights in the following areas-

- **The right to information of Data subject:** BUYER, reserves the right of full knowledge of the collected data, its nature and prior authorization by the BUYER to collect, store and process them. Selected Bidder will be held responsible, if any data is published or copied without permission of BUYER by Bidder or its representative.
- **The right to prevent processing:** BUYER, reserves all the rights to prevent the processing or reprocessing of the data collected, stored and under process.
- **The right to prevent collection, storage and processing for direct marketing and/or indirect marketing:** BUYER, reserves all the rights to prevent any or all data collected, stored and processed for any sale, lease, rent or any other monetary or non-monetary transfer of data without it's written permission with explanation of grounds for such sale, lease, rent, transfer for monetary or non-monetary basis.
- **The right to compensation:** BUYER, reserves all the rights to extract compensation for loss or damage, whether full or partial, of the data by the selected Bidder or any person authorized on behalf of the selected Bidder.
- **The right to rectification and other remedies for inaccuracy:** BUYER, reserves complete authority to ask the selected Bidder to make up for the wrong or tempered or manipulated or distorted or illegitimate data with or without any compensation on finding the data bearing any evidence of deviation at any time, irrespective of the fact that BUYER has accepted the same data at any prior time

from the date of issuing letter to selected Bidder to make any change or replacement in the data. The BUYER also reserves rights to take action through a court including criminal action if necessary as per law of land for rectify, block, erase or destroy inaccurate data.

BUYER, reserves all the rights to give order pertaining to manner and methodology for data collection, storage and processing to the selected Bidder at any time within the contract period, which may not be a part of the Agreement.

5.18 Safety Regulation, Accident and Damage

- a. The selected Bidder shall be responsible at his own cost in and relative to performance of the work and selected Bidder to observe and to ensure observance by his Sub-contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipment, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the BUYER, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the one from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the BUYER, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the selected Bidder shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the selected Bidder of his obligation aforesaid or upon any operation, act or omission of the selected Bidder his Sub-contractor(s) or agent(s) or servant(s).

The Bidder's liabilities under Clause (a) and otherwise under the contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the selected Bidder is liable to the BUYER in terms of the foregoing sub-clause or otherwise and / or in respect of which the selected Bidder has indemnified the BUYER with the intent that notwithstanding the existence of such insurance, the selected Bidder shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the BUYER, and the BUYER

shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the selected Bidder or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract.

6. Criteria for Bid Evaluation

6.1 Method of Selection

- a) Selection of Selected Bidder consists of two stages:
 - i) Technical Evaluation
 - ii) Commercial Evaluation
- b) The Evaluation Committee will review the technical bids to determine whether the technical bids are substantially responsive and technically qualified. Bids that are not substantially responsive are liable to be disqualified.
- c) Only substantially responsive bids will be technically evaluated against the [QCBS](#).
- d) The Financial bids for the technically qualified Bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive.
- e) Selection of the Bidder shall be based on **QCBS** criteria.
- f) Ratio of QCBS marking system would be 70% technical and 30% financial
- g) The selected Bidder is defined as the one whose proposal has been found technically acceptable and achieved total highest mark under QCBS marking system.

6.2 Pre-Qualification Criteria

S. No.	Pre-Qualification Criteria	Documents to be submitted
1	The bidder should be a legal entity registered in India under applicable government laws which is permitted by law to perform business functions and should have been in existence for a period of last four financial years as of bid due date.	Copy of Certificate of Incorporation.
2	Joint Venture is allowed (Consortium partners shouldn't exceed more than 2)	JV document must be submitted
3	The bidder shall have valid registered GST and PAN.	Copy of GST and PAN
4	Last 3 years average turnover must be more than 12cr	CA certified balance sheet of the Company for the last three financial years
5	Bidder must submit an affidavit to own a cloud-based application	affidavit to own a cloud-based application and must demonstrate during presentation

6.3 Technical Qualification Criteria (As per QCBS)

Technical evaluation will be done on **Quality and Cost based selection**.

Technical qualification bid filing formats are available in [Appendix-I](#). All documents as per compliance sheet [Form 1](#) of [Appendix I](#) need to be duly submitted.

Note – Bidder will have to give a demonstration & presentation of his proposed solution before the technical committee as per the date and time communicated to them.

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

Technical Evaluation Criteria			
Sr. No.	Criteria & sub-criteria		Marks
1	Company Registration Details	<p>Company Should be registered under the provisions of the Indian Companies Act, 2013 and in operations for a period of at least 4 years as on the last date of response submission.</p> <p>a. Incorporation Certificate b. GST Registration certificate c. PAN (Permanent Account Number) Registration</p>	10
2	Turnover & Net worth	<p>Average Annual turnover for last 3 financial years & Positive Net worth (FY 2018-19,2019-19,20-2021.) Applicant duly certified by statutory auditor/chartered accountant.</p> <p>>= INR 100 cr. (20 marks) >= INR 25 cr and < INR 100 cr. (10 marks) >= INR 12 cr and < INR 25 cr. (5 marks)</p>	20
3	Quality Certificates	<p>ISO 9001:2015 (Quality Management System)- 5 Marks ISO 27001-2018 (Information Security System)- 5 Marks</p>	10
4	Drone Survey Experience	<p>Bidders should have experience of UAV data capture and processing of Aerial images for Mining sector & Government sector with valid completion certifications.</p> <p>Aerial Topographical Survey Project for Coal/Mining Project - Minimum 1 Project- 5 Marks</p> <p>Land use/Land cover Project for Coal/Mining - Minimum 1 Project- 5 Marks</p> <p>Volumetric Analysis Project for Coal/Mining - Minimum 1 Project- 5 Marks</p>	15

5	Cloud based Application	<p>The bidder should have a “Make in India” Cloud based application/ dashboard/ analytics platform to manage drone survey data, GIS Data, 3D analysis, Drone data analysis, capacity delivering real-time data-driven insights to decision-makers.</p> <p>General Features The system should have minimum General Features to Monitoring, Reporting, Analytics of ongoing Drone Surveying projects.</p> <ul style="list-style-type: none"> • Workflow and process automation • Survey and Mapping / Planning / GIS functionalities • Surveillance & reporting tools • Control & Command Center • Tracking Drone/Vehicle activities in the mining territory <p>Technical Demonstration of required features in a single platform with source code.</p>	20
6	Manpower	The bidder should have minimum 15 Manpower Competence. Please submit an affidavit to support this.	10
7	Demo Presentation, Approach & Methodology	Implementation Approach & Methodology.	15
		Total Evaluation Marks	100
		Minimum Qualifying Marks	40

6.4 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

- c. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d. Any conditional bid would be rejected.
- e. Contract will be awarded to the Bidder based on QCBS
- f. **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

6 Appointment of Selected Bidder

6.2 Award Criteria

The BUYER will award the Contract to the selected Bidder whose Bid has been determined to be substantially responsive and has been determined as the best value bid (Technically & Commercially) as per the process outlined above.

6.3 Right to Accept Any Bid and To Reject Any or All Bid(s)

The BUYER reserves the right to accept or reject any Bid, and to annul the tendering process / public procurement process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BUYER's action.

6.4 Notification of Award

Prior to the expiration of the validity period, the BUYER will notify the selected Bidder in writing or email, that its Bid has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, the BUYER, may like to request the Bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the selected Bidder's furnishing of Performance Bank Guarantee (PBG), the BUYER will notify each unselected Bidder and return their EMD. EMD of all unselected Bidders would be refunded by the BUYER within **1 month** of the Bidder being notified as being unsuccessful and contract signing with selected Bidder.

6.5 Contract Finalization and Award

The BUYER shall reserve the right to negotiate with the Bidder(s) whose Bid has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project.

On this basis the draft contract agreement would be finalized for award & signing.

6.6 Performance Bank Guarantee

The BUYER will require from the selected Bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the Notification of award, for a value equivalent to **10%** of the total cost of work order. **The Performance Guarantee shall be kept valid till completion of the project and warranty period plus claim period of three months (3 months) from the last date of validity.** The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the BUYER at its discretion may cancel the order placed on the selected Bidder without giving any notice. The BUYER shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or the BUYER incurs any loss due to selected Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.7 Signing of Contract

After the BUYER notifies the selected Bidder that its Bid has been accepted, the BUYER shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Bid of the Bidder between the BUYER and the selected Bidder.

6.8 Failure to Agree with the Terms and Conditions of the RFP

Failure of the selected Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the BUYER may award the contract to the next best value Bidder or call for new Bids from the interested Bidders.

In such a case, the BUYER shall invoke the PBG of the most responsive Bidder.

7 Detailed Scope of Work

8.1 Scope of Work

1. Contract Signing

The selected Bidder must sign Contract with BUYER agreeing to all terms and conditions including Service Levels as per RFP

AI has transformed Data Analytics and Drones have revolutionised surveying & data collection. Using these technologies along with GPS tracker, RFID & CCTV cameras and an Integrated digital platform, we want to fully digitalise and transform the end-to-end Mining process in Uttarakhand.

Mineral Block Allocation Stage

1. Drones based survey to build a Digital Twin model for mining blocks
2. Topographical survey mapping of the mining areas
3. Volumetric analysis of river bed silt and boulder density analysis
4. Mapping of potential mining areas
5. Digitization of the mines

There are more than 900 existing and new mining leases, Stone Crushers, Screening Plants and mineral storage areas across the state of Uttarakhand.

Digitization of the mining lease areas, Stone Crusher, Screening Plant, and mineral storage areas on the state Revenue/Google map with the help of DGPS and Drones, so that efficient monitoring can be ensured.

Drone survey for prevention of illegal mining, transportation and storage by the Enforcement Team constituted at Directorate level. Mining lease areas need to be surveyed with the help of drones for identification of new mineral bearing areas, verification of excavated quantity of mineral in the sanctioned leases and in replacement study of sanctioned leases before and after each rainy season as well as periodically. Drones survey is also required to check periodically raw material and processed material stacked in the Crushers and Screening Plants.

Satellite imagery: - Illegal mining activity in the mining lease areas, illegal storage of minerals in stone crusher, screening plants etc can be checked periodically every year through satellite images.

Vehicle Tracking System (VTS):- GPS based Vehicle Tracking for

transportation of minerals from the mining lease, Stone crusher, Screening plants, mineral stocks areas to the end user place with the connectivity of office server to monitor and check the illegal mineral transportation throughout the state.

6. Remote Data Acquisition

Periodically drone survey will give sand excavated using Digital Twin data analysis

7. Mineral Block Surrender Stage

Drones survey to give total excavation made using Digital Twin model for the mining blocks

8. Penalty and Challan by the system

All these will triangulate the data of actual mining Vs mining deemed to be done as per auction. Accordingly, it will give alerts to respective officers and also generate system driven penalties & challans.

The objective is to perform a topographical survey over the river bed silt mining area, and produce ortho-imagery over the area. To perform physical verification of the silt stockpile volumetric calculation of the silt.

The main scope of the project is to:

1. Topographical survey of the existing and new explored mines and then digitize and map them and upload it to cloud platform.
2. Add the mine lease information system to the GIS database.
3. Volumetric analysis of river bed silt analysis periodically. It will determine how much silt, sand and boulder was excavated.
4. End to end survey of the mines and its excavated materials and digitally linking it to the cloud platform so as to extract proper royalty and reduce illegal mining and transportation.
5. CCTV footage, GPS tracking and RFID data to be linked and integrated to one cloud platform with role-based access.
6. Integration of the platform with e-rawanna to have a double check on the illegal activities.

A. MINERAL BLOCK ALLOCATION STAGE

The project is based on full Uttarakhand. The scope of this phase of project is in five

parts namely:

1. Drones based survey to build a Digital Twin model for mining blocks
2. Topographical survey mapping of the mining areas
3. Excavation analysis
4. Mapping of potential mining areas and the existing ones.

High resolution 2D Map of the whole area: A photogrammetrically orthorectified and digitally stitched mosaic of images will be shared in .tiff format and CAD compatible. ecw format. A detailed, accurate photo representation of the existing mines and the new mines area, will be created out of many photos that have been stitched together and geometrically corrected (“orthorectified”) so that it is as accurate as a map. These mosaiced orthoimageries will then be converted to digitized images and one of the twin models will be uploaded to the cloud platform.

Topographical drawing in .dwg format: Drawings will show the main physical features on the ground, such as buildings, fences, roads, rivers, lakes and forests, as well as the changes in elevation between landforms such as valleys and hills. Location of the mines will be marked in the drawing.

Excavation Analysis of Silt:

Excavation analysis will be done in two point of time- one, during receipt of the lease and other at the end of the working season and upload the information to the platform on yearly basis, this practice can be done periodically. This will enable the authorities to determine the exact amount of the mined minerals and hence, if there is illegal mining done then it can be registered to the platform.

B. REMOTE DATA ACQUISITION

Periodically (quarterly or half-yearly as required) drone survey will give sand excavated using Digital Twin data analysis.

Drones can be used for conducting aerial surveys at regular intervals to study differences in patterns that can be utilized for analyzing mining activities and royalty collection and record how much collection was done.

This will help in stopping illegal mining and monitoring the mining plan, environment, production, dispatch and royalty payment.

Exploration and Mapping of Potential Mining Areas Topographical survey and exploration for new mining areas to be performed for delineating new silt mine areas and then digitize and mapping of the area. The boundaries of each mining site shall be clearly visible on the processed data. Identify mine location and whatever quantity is removed will be added to the digital platform in the revenue collection to keep a track of

the extraction.

C. DEVELOPED APPLICATIONS

The agency should develop a web-based application for the geology and mining department. This application will cater to track, monitoring, analyzing, & utilizing the information needs of existing and new mining leases, Stone Crushers, Screening Plants and mineral storage areas across the state of Uttarakhand. This should also play a role to track and monitoring system for which the field information and geographic data plays a vital role.

The cloud-based analytics platform must have actionable aerial intelligence to reduce time and costs, improve safety and to control the end-to-end mining process, reduce the illegal activities and make faster decisions in the O&M functions that transform traditional operations and maintenance (O&M) functions by delivering real-time data-driven insights to decision-makers.

The platform should have the following features to cater to this use-case

- Provides cloud based topographical survey of the existing mining and new mining areas.
- Provides Centralized Command & Control Centre (ICCC) operate & manage multiple mining leases sites including real time monitoring & tracking efficiently.
- Provides integration with CCTV surveillance and RFID reader to track legal or illegal activities.
- Provides GPS based tracking for legal and illegal movement.
- Provides verification and validation of available transit pass with the driver.
- Provides validation of e-rawanna slip.
- Authenticated minerals quantity with the help of RFID and Stockpile volume calculation.
- Provides cloud-based integration with IP based CCTV.
- Application Dashboard – Dashboard will provide a summary of all activities of mining areas on a daily, weekly and monthly basis.
- Platform should have advanced filter to filter district wise, lease wise, zone wise
- Digitization of Mining lease areas, Stone Crusher, Screening plant, Mineral storage along with geolocation.
- Provides the digital record of each and every vehicle along with entry and exit weightage.
- Provides the record of all mining leases areas on map along with details.
- Provides internal alerts to respective officers, concerned departments of any illegal transportation activities.
- Provides excavation analysis of the River Bed Silt & Boulder volume Analysis.
- Mapping of Potential Mining Areas
- Upload & Download GIS output
- Delivery output in multi format like – Orthomosaic, DTM, DSM, Drawing, Point cloud (LAS file), Video, Shapefile.

- cloud based digital repository to keep the historical data
- Digital repository for site specific Documents & Drawings
- Share functionality
- Role Based Access Control
 - District level mines officer should have access to check their own district level mines
 - Headquarter should have access of all mines of the states
- Report generation in pdf and Excel format.
- Notification / Alert management screen.

Survey and Mapping / Planning / GIS Functionalities

High Resolution maps (Orthomosaic) and Digital Elevation models are generated using the drone imagery that help in assessing the land requirements, cut/ fill estimation, base-map preparation etc.

The platform should have the following features to cater to this use-case

1. Must be able to host the following set of data; Orthomosaic, DTM, DSM (.tiff) Drawing (.dwg), Point cloud (LAS file), digitized layers (.shp, .kml)
2. Project Dashboard – Project level Dashboard for projects in Planning/ Survey stage
3. Digitization Tools (Point/Line/ Polygon)
4. Analytics on 2D & 3D models of project data
5. Analysis Tools such as linear measurement, area calculation, profile generation etc.
6. Raster (DSM/ Revenue Maps) overlay
7. Cloud based digital repository to keep the historical data
8. Share and Role Based Access Control.

2. Training of Officials

Selected Bidder shall imparts training on following :

- i. Hands-on training with detailed course material/operations manuals on MDTSS Software, drone and Complete Installed system.
- ii. Operation and management of equipment/ infrastructure so that BUYER's officials can handle the equipment/ infrastructure, once the project management period is over.
- iii. Technical trouble shooting and preventive maintenance of the hardware.
- iv. Configuration and their operation of Networking Equipment, Cameras and other equipment etc. supplied under the project.

- v. Provide technical documentation related to operations and troubleshooting of the installed equipment CCTV, MDTSS Software, RFID and Drone.

3. Operations, Maintenance and Warranty Support

- i. Warranty and maintenance support of hardware and equipment should be provided by the bidder through OEMs. The warranty shall cover through all the components and sub-components of the supplied hardware/equipment and selected Bidder has to replace parts/device, if any fix, non-functionality/provide resolution and remove any manufacturing defect, if found, so as to make the device fully operative.
- ii. Any cost involves to keep the systems up and running during the Warranty period shall be borne by the selected Bidder.
- iii. The selected Bidder shall provide support during the warranty period as per the Service levels mentioned in the RFP.
- iv. All patches and updates shall be provided by the selected Bidder during the entire project period.

Note:

- i. The minimum specified scope of work to be undertaken by the Bidder is to be performed as per the specifications and conditions mentioned in the different parts of this document, any further amendments issued in this regard and the contract to be signed by the selected Bidder subsequently.
- ii. IP based CCTV Surveillance system with the RFID Reader, integrated electronic weighbridge and check post system at the Entry and Exit Gates of Mining leases, Stone Crusher, Screening Plant, Mineral Storage with the monitoring facility from the office of District Mining Officer and from the Headquarter of the Mining Department at Dehradun, which will be managed and maintained by the permit/lease holders on their expenses through the Services Provider selected by the Govt through this tender.
- iii. All site related warranty and maintenance should be charged considering at-least one time visit and maintenance. Subsequent visit will be charged as per specified rate in BOQ by the bidder.

8.2.1 Operating Conditions

1. **Reliability:** The proposed equipment must be designed to cater for 24x7x365 round-the-clock operations.
2. **User-Friendly:** The system should be Web based and can be accessed over the internet.
3. **Security:** System should be fully secured so that system can't be hacked or compromised by anybody in any circumstances.
4. **Upgradeability:** Each part of the system produced should be modular and easily re-configurable and upgradeable. The system should be based on an open system concept.
5. **At expiry of Contract:** For smooth handing over/transfer of the system, at the time of expiry the contract, all the system with detailed diagrams and drawings (Software, Hardware, Connectivity, Field Equipment, Components and subcomponents etc. used in the project) shall be fully functional.

8.2.2 Scalability

1. Network and Bandwidth capacity should be expandable at least five times compare to the current requirement.

8.2.3 Integration

1. System should be open for the Integration with other CCTV Surveillance networks like
 - RTO database
 - Police database
 - Other Public/Private/Govt. establishments etc.
 - Other State Network/Application integration etc.

9 Deliverables & Timelines

9.1 Timelines

Sl. No.	Project Activity	Deliverables	Timelines (From the date of signing of Contract)
1.	Drone Survey and mapping of all the 600-900 locations across Uttarakhand	Given in Scope of Work	3 months
2.	Platform Development Phase 1 (Digitalization)	As per Scope of Work	3 Months
3.	Platform Development Phase 2 (RFID/CCTV/GPS Tracker integration)	As per Scope of Work	6 months
4.	Training of Officials	Training of all identified officials	within 15 days of deployment of the system
5.	Operation, Maintenance & Warranty support	As per Scope of Work	For 60 Months (5 years) starting from sign off date of installation & commissioning report

9.2. Deliverables

Data Type	Formats
Standard Drone Outputs	
Point Cloud	. Las, .csv
Orthomosaic	.tif (Geotiff)
DTM Contours	.shp, .dxf, .str
DSM/ DTM	.tif (Geotiff), .str
Drawing	.dwg

10 Payment Schedule

The payment schedule for the project is as given below.

Sl. No.	Project Activity	Deliverables	Timelines (From the date of signing of Contract)	Amount Payable
1.	Man Power Deployment	As per Scope of Work	3 Months	Monthly Invoice
2.	To conduct aerial survey of existing & new mining lease area, Stone crusher, Screening plant area and mineral stock permit area of Uttarakhand (Total approx. 600-900 locations) and provide all deliverables mentioned in SOW.	As per Scope of Work	3 Months	Monthly Invoice
3.	Platform Development Advance	As per Scope of Work	15 days	30% of the Total Cost
4.	Platform Development – Complete Digitalization features	As per Scope of Work	3 months	30% of Total
5.	Platform Development – Integration of RFID, GPS Tracker, CCTV and Surveillance and report features	As per Scope of Work	6 Months	30%
6.	Platform Development- Final acceptance	As per Scope of Work	15 Months	10%
7.	Hardware Advance (Desktop/Laptop/Drone/Server etc.)	As per Hardware Specification	15 days	30%

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Sl. No.	Project Activity	Deliverables	Timelines (From the date of signing of Contract)	Amount Payable
8.	Hardware Deployment	As per Scope of Work	2 months	70%
9.	Training of Officials	Training of all identified officials	Within 15 days of deployment	Nil
10.	Operation, Maintenance & Warranty support	As per Scope of Work	For 60 Months (5 year) starting from sign off date of installation & commissioning report	Invoicing will be on a monthly basis

11 Service Level Agreement

11.1 Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by selected Bidder to BUYER for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- Trigger a process that applies to BUYER and selected Bidder management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- Define performance related expectations on performance required by the BUYER
- Assist the BUYER to control levels and performance of services provided by selected Bidder

11.2 Description of Services Provided

Selected Bidder shall provide services as defined in Section - Scope of Work, in accordance to the definitions and conditions as defined in the Section - General Conditions of Contract, Technical specification, and Special condition and terms of the contract.

11.3 Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in the Section SLA Change Control.

11.4 Breach of SLA

In case the selected Bidder does not meet the service levels mentioned above for three (3) continuous time-periods as specified in the relevant clause, the BUYER will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- BUYER issues a show cause notice to the selected Bidder.
- Selected Bidder should reply to the notice within seven working days.
- If the BUYER authorities are not satisfied with the reply, the BUYER will initiate stricter penalty for the remaining period of the contract.
- If Bidder fails to meet the SLA requirement and BUYER terminates the Bidder for any reason, all the equipment and materials will be property of BUYER.

11.5 Exclusions

The selected Bidder will be exempted from any delays or slippages on SLA parameters arising out of following reasons: -

- Delay in execution due to delay (in approval, review etc.) from BUYER's side. Any such delays shall be notified in written to the BUYER by the selected Bidder.

11.6 Monitoring and Auditing

BUYER will review the performance of selected Bidder against the SLA parameters each quarter, or at any periodicity defined in the contract document. The review/audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review/audit can be scheduled or unscheduled. The results will be shared with the selected Bidder as soon as possible. BUYER reserves the right to appoint a third-party auditor to validate the SLA.

11.7 Reporting Procedures

The selected Bidder's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent quarter of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the BUYER.

11.8 SLA Change Control

11.8.1 General

It is acknowledged that this SLA may change as BUYER's needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the SLA.
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. BUYER and selected Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can

request a change. Changes will be documented as an addendum to this document and consequently the contract.

11.8.2 SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be BUYER's monthly review meetings.

12 Fraud and Corrupt Practices

- a) The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the BUYER shall reject a bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the BUYER shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BUYER for, inter alia, time, cost and effort of the BUYER, in regard to the RFP, including consideration and evaluation of such Bidders Bid.
- b) Without prejudice to the rights of the BUYER under Clause above and the rights and remedies which the BUYER may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the BUYER to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the BUYER during a period of 5 Years from the date such Bidder, as the case may be, is found by the BUYER to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BUYER who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BUYER, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the

issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the BUYER in relation to any matter concerning the Project;

- ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the selection process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the BUYER with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

13 Conflict of Interest

- a) A Bidder shall not have a conflict of interest that may affect the selection process or the solution delivery (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BUYER shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the BUYER for, *inter alia*, the time, cost and effort of the BUYER including consideration of such Bidder s Bid, without prejudice to any other right or remedy that may be available to the BUYER hereunder or otherwise.
- b) The BUYER requires that the Bidder provides solutions which at all times hold the BUYER’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the BUYER.
- c) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the selection process, if:
 - i. the Bidder or Associates and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such

person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary;

OR

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- vi. there is a conflict among this and other Systems Implementation/ Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case; or
- vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing Minerals or works or services related to the same project;

A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing Minerals or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the BUYER in continuation of this systems implementation or to any subsequent systems implementation executed for the BUYER in accordance with the rules of the BUYER.

14 Terms and Conditions: Post Award of Contract

14.1 Termination Clause

14.1.1 Right to Terminate the Process

BUYER reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by BUYER under the following circumstances: -

- a) The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b) The Bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The BUYER reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, BUYER reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- f) After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract as per the delivery schedule, BUYER reserves the right to get the balance contract executed by another party of its choice by giving two months' notice for the same.
- g) BUYER reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

14.1.2 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BUYER shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of BUYER to invoke the Performance Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available BUYER under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

14.2 Acceptance Tests

The selected Bidder in presence of the BUYER authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the BUYER for carrying out these acceptance tests.

14.3 Penalty

- a) The Bidder shall perform its obligations under the agreement entered into with the BUYER, in a professional manner.
- b) In the event of failure of maintaining the uptime, penalty would be imposed as per SLA.
- c) BUYER may recover such amount of penalty from any payment being released to the Bidder.

- d) If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the BUYER has to take corrective actions to ensure functionality of its property, the BUYER reserves the right to impose penalty, which may be equal to the cost it incurs.
- BUYER may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
 - The BUYER shall implement all penalty clauses after giving due notice to the Bidder.
- e) If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the BUYER reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

14.4 Dispute Resolution Mechanism

The Bidder and the BUYER shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between BUYER and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held at Dehradun, Uttarakhand and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by

one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

14.5 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

14.6 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or BUYER as the case may be which they 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:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The Bidder or BUYER shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 45 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

14.7 Failure to agree with Terms and Conditions of the RFP

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

Failure of the selected Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BUYER may award the contract to the next best value Bidder or call for new proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

15. Exit Management

15.1 Purpose

- a. This clause sets out the provisions which will apply on expiry or termination of the “Contract Agreement”. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Bidder during/ as part of the activities related to the project, the BUYER shall have the right to, at its sole discretion, apply this clause with or without seeking an appropriate remedy from the selected bidder.
- b. The Parties shall ensure that their respective associated entities, in case of the BUYER or its nominated agencies and sub-contractors in case of the selected Bidder, carry out their respective obligations set out in this Exit Management Clause.

15.2 Transfer of Assets

This clause is valid till the State Wide Roll out is formally done after which the assets have to be transferred to the BUYER.

- a. The selected Bidder shall be entitled to use the Assets for the duration of the exit management period which shall be six months from the date of expiry or notice of termination of the Agreement.
- b. BUYER during the Project Implementation Phase and Operation and Management Phase is entitled to serve notice in writing on the selected Bidder at any time during the exit management period as detailed hereinabove requiring the selected Bidder to provide the BUYER or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice. Upon service of a notice as mentioned in point above, the following provisions shall apply:
 - i. All risk in and title to the Assets to be transferred to BUYER on the last day of the exit management period.
 - ii. That on the expiry of this clause, the selected Bidder and any individual assigned for the performance of the services under this clause must handover or cause to be handed overall Confidential Information and all other related materials in its possession, including all the hardware supplied by selected Bidder under this clause to the BUYER.
 - iii. That the products and technology delivered to the BUYER during the contract term or on expiry of the contract duration must not be sold or re-used or

copied or transferred by selected Bidder to other locations apart from the locations mentioned in the RFP without prior written notice and approval of the BUYER. All hardware supplied on upfront payment basis, software & documents etc. used by selected Bidder for the BUYER shall be the legal properties of the BUYER.

15.3 Cooperation and Provision of Information

- a. During the exit management period:
 - i. The selected Bidder will allow BUYER or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
 - ii. Promptly on reasonable request by the BUYER or its nominated agencies, the selected Bidder shall provide access to and copies of all information held or controlled by it which it have prepared or maintained in accordance with the contract , the Project Implementation, the Operation and Management SLA and SOWs (Scope of Work) relating to any material aspect of the services (whether provided by the selected Bidder). BUYER or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Bidder shall permit the BUYER or its nominated agencies and/or any replacement agency to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Bidder and to assist appropriate knowledge transfer.

15.4 Confidential Information, Security and Data

- a. The selected Bidder will promptly on the commencement of the exit management period supply to the BUYER or its nominated agencies the following:
 - i. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
 - ii. Documentation relating to Intellectual Property Rights; and
 - iii. BUYER data and confidential information; and
 - iv. All current and updated BUYER's data as is reasonably required for purposes of the Client or its nominated agencies transitioning the services to its replacement agency in a readily available format; and

- v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable BUYER or its nominated agencies, or its replacement agency to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or its replacement agency (as the case may be).
- b. Before the expiry of the exit management period, the selected Bidder shall deliver to the BUYER or its nominated agencies all new or up-dated materials from the categories set out in point (a) above and shall not retain any copies thereof, except that the selected Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c. Before the expiry of the exit management period, unless otherwise provided under the contract, BUYER or its nominated agencies shall deliver to the selected Bidder all forms of selected Bidder's confidential information which is in the possession or control of BUYER or its nominated agencies or its users.

15.5 Employees

- a. Promptly on reasonable request at any time during the exit management period, the selected Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Bidder dedicated to providing the services at the commencement of the exit management period;
- b. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the selected Bidder to the BUYER or its nominees, or a replacement agency ("Transfer Regulation") applies to any or all of the employees of the selected Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c. To the extent that any Transfer Regulation does not apply to any employee of the selected Bidder, the BUYER or its nominated agencies, or its replacement agency may make an offer of employment or contract for services to such employee of the selected Bidder and the selected Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the BUYER or its nominated agencies or any replacement agency.

15.6 Transfer of certain agreements

- a. On request by the BUYER or its nominated agencies, the selected Bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as the BUYER may require in favor of BUYER or its nominated agencies, or its

replacement agency in relation to any equipment lease, maintenance or service provision agreement between selected Bidder and third party lessors and which are related to the services and reasonably necessary for the carrying out of replacement services.

15.7 Right of Access to Premises

- a. At any time during the exit management period, where Assets are located at the selected Bidder's premises, the selected Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) BUYER or its nominated agencies, and/or any replacement agency in order to inventory the assets or Assets.
- b. The selected Bidder shall also give the BUYER or its nominated agencies, or any replacement agency right of reasonable access to the selected Bidder's premises and shall procure the BUYER or its nominated agencies and any replacement agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to BUYER or its nominated agencies, or a replacement agency.

15.8 General Obligations of the Selected Bidder

- a. The selected Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to BUYER or its nominated agencies or its replacement agency and which the selected Bidder has in its possession or control at any time during the exit management period.
- b. For the purposes of this Clause, anything in the possession or control of any selected Bidder or associated entity is deemed to be in the possession or control of the selected Bidder.
- c. The selected Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

15.9 Exit Management Plan

- a. The selected Bidder shall provide the Client or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

- i. A detailed program of the transfer process that could be used in conjunction with a replacement agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - ii. Plans for communication with such of the selected Bidder's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on BUYER's operations as a result of undertaking the transfer; and
 - iii. If applicable, proposed arrangements for the segregation of the selected Bidder's networks from the networks employed by BUYER or its nominated agencies and identification of specific security tasks necessary at termination; and
 - iv. Plans for provision of contingent support to the Client or its nominated agencies, and replacement agency for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- b. The selected Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - c. Each Exit Management Plan shall be presented by the selected Bidder to and approved by the BUYER or its nominated agencies.
 - d. In the event of termination or expiry of contract, Project Implementation, Operation and Management SLA or SOWs each Party shall comply with the Exit Management Plan.
 - e. During the exit management period, the selected Bidder shall use its best efforts to deliver the services.
 - f. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

This Exit Management plan shall be furnished in writing to the BUYER or its nominated agencies within 90 days from the Effective Date of Contract.

16 Appendix-I: Technical Qualification Templates

16.1 Form I-1: Compliance Sheet for Technical Bid

- 1) Note - The Technical Bid should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, shall be a part of the Technical Bid and need to be uploaded on Uttarakhand e-Procurement portal uk.gov.in. as a covering to the technical bid.

Technical Evaluation Criteria		
Sr. No.	Criteria & sub-criteria	Marks
1	Company Registration Details	<p>Company Should be registered under the provisions of the Indian Companies Act, 2013 and in operations for a period of at least 4 years as on the last date of response submission.</p> <p>a. Incorporation Certificate b. GST Registration certificate c. PAN (Permanent Account Number) Registration</p>
2	Turnover & Net worth	<p>Average Annual turnover for last 3 financial years & Positive Net worth (FY 2018-19,2019-19,20-2021.) Applicant duly certified by statutory auditor/chartered accountant.</p> <p>>= INR 100 cr. >= INR 25 cr and < INR 100 cr. >= INR 12 cr and < INR 25 cr.</p>
3	Quality Certificates	<p>ISO 9001:2015 (Quality Management System) ISO 27001-2018 (Information Security System)</p>
4	Drone Survey Experience	<p>Bidders should have experience of UAV data capture and processing of Aerial images for Mining sector & Government sector with valid completion certifications.</p> <p>Aerial Topographical Survey Project for Coal/Mining Project – Minimum 1 Project</p> <p>Land use/Land cover Project for Coal/Mining -</p>

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		<p>Minimum 1 Project</p> <p>Volumetric Analysis Project for Coal/Mining - Minimum 1 Project</p>	
5	Cloud based Application	<p>The bidder should have a “Make in India” Cloud based application/dashboard/analytics platform to manage drone survey data, GIS Data, 3D analysis, Drone data analysis, capacity delivering real-time data-driven insights to decision-makers.</p> <p>General Features The system should have minimum General Features to Monitoring, Reporting, Analytics of ongoing Drone Surveying projects.</p> <ul style="list-style-type: none"> • Workflow and process automation • Survey and Mapping / Planning / GIS functionalities • Surveillance & reporting tools • Control & Command Center • Tracking Drone/Vehicle activities in the mining territory <p>Technical Demonstration of required features in a single platform with source code.</p>	
6	Manpower	The bidder should have minimum 15 Manpower Competence. Please submit an affidavit to support this.	
7	Demo Presentation, Approach & Methodology	Implementation Approach & Methodology.	
		Total Evaluation Marks	
		Minimum Qualifying Marks	

16.2 Form I-2: Particulars of the Bidder

Sl. No.	Information Sought	Details to be Furnished
1.	Name of the bidding Company	
2.	Address of the bidding Company	
3.	Local Address (In Dehradun) of the bidding Company (If Any)	
4.	Incorporation status of the firm (public limited / private limited, etc.)	
5.	Year of Establishment	
6.	Date of Registration	
7.	ROC (Registrars of Companies) Reference No.	
8.	Details of Company Registration	
9.	Details of VAT Registration with appropriate authorities for VAT	
10.	Details of Service Tax Registration with appropriate authorities for service tax	
11.	PAN Details	
12.	Name, Address, email, Phone nos. and Mobile Number of Key Contact Person (s)	

16.3 Form I-3: Bank Guarantee for Earnest Money Deposit

To,

Director General/ Director,
Geology & Mining, Uttarkhand
Bhopalpani Dehradun-248001

Whereas <Name of the Bidder> (hereinafter called the Bidder) has submitted the bid for Submission of RFP <RFP Number> dated <Date of Publishing of RFP> to develop a **Mining Digital Transformation & Surveillance System** (hereinafter called "the Bid") to the Department of Geology & Mining, Government of Uttarakhand.

Know all Men by these presents that we <Name of Bank> having our office at <Address of the Bank> (hereinafter called "the Bank") are bound to pay the Department of Department of Geology & Mining government of Uttarakhand (hereinafter called "the BUYER") in the sum of Rs. <EMD Amount in figures> (Rupees <EMD Amount in words> only) for which payment well and truly to be made to the said BUYER, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- If the Bidder, having been notified of the acceptance of its bid by the BUYER during the period of validity of bid
 - Withdraws his participation from the bid during the period of validity of bid document; or
 - Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the BUYER up to the above amount upon receipt of its first written demand, without the BUYER having to substantiate its demand, provided that in its demand the BUYER will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <bid validity date> and including <extra time over and above mandated in the RFP> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

Seal:
Date:

17. Appendix-II: General Templates

17.1 Form II-1: Letter of Bid

To:

< Location, Date >

Director General/ Director,
Geology & Mining, Uttarkhand
Bhopalpani, Dehradun-248001

Subject: Submission of the Technical bid for **Development and Maintenance of Mining Digital Transformation & Surveillance System.**

Dear Sir/Madam,

We, the undersigned, offer to develop a **Mining Digital Transformation & Surveillance System** with your Request for Proposal dated <Date of Publishing of RFP> and our proposal. We are hereby submitting our Proposal, which includes this technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for **90 days** as stipulated in the RFP document.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____

Date: _____

17.2 Form II-2: Project Citation Format (Similar Project Completed by the bidder for Govt/PSUs)

Project - 1	
Name of the Client	
Location of Project	
Scope of Project	
Total cost of the project	
Year of Execution of Project	

Project - 2	
Name of the Client	
Location of Project	
Scope of Project	
Total cost of the project	
Year of Execution of Project	

Project - 3	
Name of the Client	
Location of Project	
Scope of Project	

Total cost of the project	
Year of Execution of Project	

17.3 Bill of Material (Hardware)

Web Server Specification:

- Server CPU 4x Intel Xeon 18 Core, 3.3GHZ or better
- RAM 1 TB DDR4 with ECC, DDDC, mirroring scalable to 4 TB
- GPU 4x RTX2080 Ti or better
- Storage 4x SSD: 1TB
- HDD: Total 10 TB
- Power Supply Unit Double Redundant

Streaming Server Specification: Server should be able to handle 3000-4000 live streaming feed

- Processor
2 x HPE DL560 Gen10 Intel Xeon-G 6230 20-Core (2.10GHz 27.5MB L3 Cache) Processor Kit
- Memory
4 x HPE 32GB (1 x 32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Memory Kit
- Internal Storage
7 x HPE 2TB 12G 7.2k rpm HPL SAS SFF (2.5in) Smart Carrier 512e Hard Disk Drive
- Operating System
1 x VMware Virtual SAN 1 Processor 3 Year E-LTU
- Management software
1 x HPE iLO Advanced Electronic License with 1yr Support on iLO Licensed Features

Desktop: Intel i7 (Equivalent) Desktop Windows 10 Pro, 1 TB SSD Storage, 4TB HDD, 48GB RAM, 24" LED

Laptop: Intel i5 (Equivalent) Windows 10 Home Laptop, 500GB SSD, 8GB RAM, 15" Screen

Drone:

Flight Time: Min 30 minutes per battery; equipped with multiple batteries

- Operational Range: 2 km
- Camera: RGB Visual 20MP
- Image Capturing and Video recording capabilities

DGPS:

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

Data storage 8GB internal memory

System Configuration

Data Formats 1Hz positioning output, up to 50 Hz - depends on installed option

CMR: sCMRx, CMR, CMR+ input and output

RTCM: RTCM 2.1, 2.2, 2.3, 3.0, 3.1,3.2 input and output

Navigation outputs ASCII: NMEA-0183 GSV, AVR, RMC,

HDT, VGK, VHD, ROT, GGK, GGA, GSA, ZDA, VTG,

GST, PJT, PJK, BPQ, GLL, GRS, GBS

Navigation outputs binary: GSOFF,1 Pulse Per Second

Output

Channels 220,Advanced Pacific Crest Maxwell 6 Custom Survey

Satellite Signals

GNSS Technology

Tracked

Simultaneously

BDS B1, B2,B3

GPS L1, L2C/P, L5

GLONASS Simultaneous L1, L2

SBAS Simultaneous L1, C/A, L5(EGNOS, WAAS, MSAS, GAGAN, QZSS)

Horizontal 2.5mm+0.5ppm RMS

Static and Fast

Static GNSS

Vertical 5mm+0.5ppm RMS

Surveying

Horizontal 1cm+1ppm RMS

Post Processing

Vertical 2.5cm+1ppm RMS

Kinematic (PPK /

Stop & Go) GNSS Initialization Typically 10 minutes for base while 5minutes for rover time

Surveying

Initialization Typically > 99.9% reliability

Horizontal 8mm+1ppm RMS

Realtime

Vertical 15mm+1ppm RMS

Kinematic (RTK)

surveying Initialization Typically < 8seconds time

Initialization Typically > 99.9% reliability

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

Horizontal 25cm+1ppm RMS
Code Differential
Vertical 50cm+1ppm RMS
GNSS Positioning
SBAS 0.50m Horizontal, 0.85m Vertical
Power 6V to 28V DC external power input, Power consumption
Power and Battery
≤3.5W
Internal Rechargeable, removable 7.4V, 5000mAh Lithium-ion
battery battery
Internal static:13 - 15 hours
battery life
RTK Rover (UHF/GPRS/3G) 10 - 12 hours
RTK Base 8 - 10 hours
1 xBluetooth, 1 x standard USB2.0 port,2 x RS232 serial port ,2x DC power
I/O Interface
input (8-pin & 5-pin)
Dimensions 164mm x 83.5mm
Physical
(W x H)
Weight 1.4kg with internal battery, internal radio, standard UHF
antenna
Operating -45°Cto +65°C (-49°F to +149°F)
temperature
Storage -55°C to +85°C(-67°F to +185°F)
temperature
Humidity 100%, condensing
Water/dustpr IP67 dustproof, protected from temporary immersion to
oof depth of 1m (3.28ft).
Shock and Designed to survive a 3m(9.84ft) natural fall onto concrete.
vibration
Note: - Multiprotocol available (It will connect other brand DGPS)

- A) Aluminum double lock tripod one number.
- B) Fiber pole.

One Base One Rover with Android Controller (Standard Accessories)

17.4 Bill of Material (Software)

Software Licenses: AutoCAD 2020, Agi Soft Photo scan and Global Mapper

17.5 Form II-3: Proposed Product(s)/Solution Specifications

Bidder should mandatorily provide the specifications of the Product(s)/Solution being proposed by the Bidder as a part of Technical Bid in compliance with the Technical/Functional Specifications sought in [Appendix V: Technical Specifications](#) this RFP document. Any bid without Product (s)/Solution would be summarily rejected.

17.6 Form II-4: Proposed Work Plan

Sl. No.	Activity	Calendar Months											
		1	2	3	4	5	6	7	8	9	10	12	n
1													
2													
3													
4													
5													
6													

17.7 Form II-5: Deviations

[This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP]

A) On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

18 Appendix III: Financial Bid Template

18.1 Form III-1: Covering Letter

To:

<Location, Date>

Director General/Director,
Geology & Mining, Uttarakhand
Bhopalpani, Dehradun-248001

Subject: Submission of the Financial bid for **Development and Maintenance of Mining Digital Transformation & Surveillance System**

Dear Sir/Madam,

We, the undersigned, offer to develop a **Mining Digital Transformation & Surveillance System** in accordance with your Request for Bid dated <Date of Publishing of RFP> and our Bid (Technical and Financial Bids). Our attached Financial Bid is for the sum of Amount as per **BOQ**. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of **90 calendar days** from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents without any variations and deviations.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

7. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as per RFP document.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e., [Date]. We understand you are not bound to accept any Bid you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,
Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

18.2 Form III-2: Consolidated Financial Bid (BOQ)

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Geology and Mining Unit, Directorate of Industries, Govt. of Uttarakhand, Bhopalpani, Dehradun.

Name of Work: Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

Contract No: 4018/Mining/MDTSS/2021-22 Dated 30-12-2021

Name of the Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

1.00	Application/Software Development As per scope of work	1	No		0.00	INR Zero Only
2.00	Application/Software Maintenance As per scope of work 5 Years	1	No		0.00	INR Zero Only
3.00	To conduct aerial survey of existing & new mining lease area, Stone crusher, Screening plant area and mineral stock permit area of Uttarakhand (Total approx. 900 locations) and provide all deliverables mentioned in SOW. Work should be completed in 90 days As per scope of work	1	No		0.00	INR Zero Only
4.00	CCTV Maintenance Support Staffing As per scope of work 5 Years	1	No		0.00	INR Zero Only
5.00	Server					
5.01	Web-hosting server (As per hardware specification mentioned in point 17.3)	1	No		0.00	INR Zero Only
5.02	Streaming Server (To support upto 3000 IP based camera) and upgradable for future needs (As per hardware specification mentioned in point 17.3)	1	No		0.00	INR Zero Only
6.00	Server AMC					

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

6.01	Web-hosting server (Annual Maintenance Charges for the server) 5 Years	1	No		0.00	INR Zero Only
6.02	Streaming Server (To support upto 3000 IP based camera) and upgradable for future needs (Annual Maintenance Charges for the server) 5 Years	1	No		0.00	INR Zero Only
7.00	Hardware/Equipments & Software Licences					
7.01	Desktop (As per hardware specification mentioned in point 17.3)	6	No		0.00	INR Zero Only
7.02	All Desktop AMC (Annual Maintenance Charges for the Desktop) 5 Years	1	No		0.00	INR Zero Only
7.03	Laptop (As per hardware specification mentioned in point 17.3)	11	No		0.00	INR Zero Only
7.04	All Laptop AMC (Annual Maintenance Charges for the Laptop) 5 Years	1	No		0.00	INR Zero Only
7.05	Drones (As per hardware specification mentioned in point 17.3)	5	No		0.00	INR Zero Only
7.06	All Drone AMC (Annual Maintenance Charges for the Drone) 5 Years	1	No		0.00	INR Zero Only
7.07	DGPS (As per hardware specification mentioned in point 17.3)	3	No		0.00	INR Zero Only
7.08	All DGPS AMC (Annual Maintenance Charges for the DGPS) 5 Years	1	No		0.00	INR Zero Only
7.09	Software Licences (One license each for AutoCAD 2020, Auto CAD 2020 and Global Mapper, all desktops, laptops as per specefication)	5	No		0.00	INR Zero Only

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

8.00	Manpower					
8.01	<p>Program Manager – Position 1 (• Degree in Computer Science / Electronics or related field</p> <ul style="list-style-type: none"> • 8+ years in an advanced management role. • Strategic planning, program implementation and diversification of various programs.) <p>5 Years</p>	1	No		0.00	INR Zero Only
8.02	<p>Report Analytics- Position 2 (Bachelor Degree with Computer Science, Information Technology</p> <ul style="list-style-type: none"> • 5+ Years of Experience into Report Analytics • Experience in computer database management, reporting, programming, or software development.) <p>5 Years</p>	2	No		0.00	INR Zero Only
8.03	<p>Sr. GIS Analyst-Position 3 (Post Gratuation or Bachelor’s degree in GIS & Remote Sensing or Civil Engineering with minimum 4 years of Professional Experience working in the similar domain/ industry)</p>	3	No		0.00	INR Zero Only
8.04	<p>GIS Analyst-Position 3 (Post Gratuation or Bachelor’s degree in GIS & Remote Sensing or Civil Engineering with minimum 2 years of Professional Experience working in the similar domain/ industry)</p>	3	No		0.00	INR Zero Only

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

8.05	Sr. Drone Pilot- Position 5 (Drone Pilot with 3 years experience.)	5	No		0.00	INR Zero Only
8.06	Co-Pilot- Position 5 (Drone Pilot with 1-2 years experience.)	5	No		0.00	INR Zero Only
8.07	DGPS Operator - Position 3 (ITI/Diploma in Surveying & 2 Years' Experience into DGPS Operating)	3	No		0.00	INR Zero Only
8.08	DGPS Helper - Position 3 (ITI/Diploma in Surveying)	3	No		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only					

19 Appendix IV: Template for PBG

19.1 Form IV-1: Performance Bank Guarantee

PERFORMANCE SECURITY

To

Director General/Director,
Geology & Mining, Uttarkhand
Bhopalpani, Dehradun-248001

Whereas, <Name of Bidder> and <Address> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Contract No.> dated. <Date> to develop a **Mining Digital Transformation & Surveillance System** to Department of Geology and Mining, Government of Uttarakhand (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

Request for Proposal for Development and Maintenance of Mining Digital Transformation & Surveillance System (MDTSS)

- I. Our liability under this bank guarantee shall not exceed Rs. *<Insert Value>* (Rupees *<Insert Value in Words>* only).
- II. This bank guarantee shall be valid up to *< Insert Expiry Date >*
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>*) failing which our liability under the guarantee will automatically cease.