

**Request for Proposal  
for**

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**A Comprehensive Smart Solution for Mine  
Digitalization and real-time Monitoring of Vehicles for  
GMDC's multiple mines.**

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**GMDC/CO/IT/SM/01/2024-25**



**Gujarat Mineral Development Corporation Limited  
Khanij Bhavan, 132-ft Ring Road, Gujarat University Ground,  
Vastrapur, Ahmedabad- 380052**

**October 2024**

## DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/service providers interested in assisting GMDC in Mine Digitalization Project with Comprehensive Annual Maintenance services as per the terms of this RFP.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary, obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.

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## DEFINITIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the service provider for the captioned work.
2. **“Bidder/ service provider”** shall mean any firm or body corporate which is a Limited Liability Partnership registered under LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide Mine Digitalization and Comprehensive Annual Maintenance Services to GMDC along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortiums are not permitted.
3. **“Bid/Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Pre-Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of SECTION VII
5. **“Service Agreement/Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Service Provider comprising of all terms and conditions stated in this RFP.
6. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of SECTION VII.
7. **“Conflict of Interest”** shall have a meaning specified in clause 9 of SECTION VII.
8. **“Price Quote/Service Fees /Fees”** shall mean the charges payable by GMDC for the Supply, installation and implementation of Hardware, Software and thereafter the Comprehensive Annual Maintenance Services rendered by the service provider.
9. **“Composite Score”** shall mean score obtained by service provider as per the formula provided in clause 6.4 of Section VII.
10. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1 of SECTION VII
11. **“Evaluation Process”** means steps of evaluation specified in clause 5.3 of SECTION VII
12. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION VII.
13. **“Financial Score”** shall mean score obtained by service provider as per the formula provided in clause 5.3 of SECTION VII.
14. **“Letter of Award”** shall have the meaning ascribed thereto under clause 7 of RFP SECTION VII.
15. **“Service Provider”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in executing the Scope of Work specified in this RFP.

- 16. "Parties"** means the parties to the Agreement and "Party" means either of them, as the context may admit or require.
- 17. "Preferred Bidder"** shall have a meaning specified in Clause 7 of RFP SECTION VII.
- 18. "Successful Bidder"** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
- 19. "Scope of Work"** means all the activities as per Scope of work mentioned in the RFP which the service provider is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in SECTION IV of RFP.
- 20. "Technical Score"** shall mean score obtained by Service Provider as per the Technical Score system provided in clause 5.2 of RFP SECTION VII.
- 21. "Third Party"** means any Person other than GMDC and the service provider.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

## ABBREVIATIONS

<b>Abbreviation</b>	<b>Full Form</b>
BI	Business Intelligence
BOQ	Bill of Quantities
CAMC	Comprehensive Annual Maintenance Contract
CCTV	Closed Circuit Television
CGM	Commissioner of Geology and Mining
DO	Delivery order
EIA	Electronic Industries Association
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
FRS	Functional Requirement Specification
FY	Financial Year
GST	Goods and Services Tax
ILMS	INTEGRATED LEASE MANAGEMENT SYSTEM
IP	Internet Protocol
IT	Information Technology
LOA	Letter of Award
MBPS	Megabits per second
MDO	Mine Developer and Operator
MIS	Management Information System
MPLS	Multiprotocol label switching
MW	Megawatt
NDA	Non-Disclosure Agreement
OCI	Oracle Cloud Infrastructure
OEM	Original Equipment manufacture
PA	Public Announcement
PAN	Permanent Account Number
PO	Purchase Order
PSU	Public Sector Undertaking
QCBS	Quality cum Cost based System
RFID	Radio Frequency Identification

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<b>Abbreviation</b>	<b>Full Form</b>
RFP	Request for Proposal
SO	Sub-Order
SLA	Service Level Agreements
SMMS	Service Level Monitoring and Maintenance System
SRSD	System requirement Specification and design document
SOW	Scope of Work
SRS	System Requirement Specifications
TIA	Telecommunications Industry Association
TOR	Terms of reference
UAT	User Acceptance Test
VAPT	Vulnerability Assessment & Penetration Testing
WAN	Wireless Area Network

## **SECTION I: BACKGROUND**

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading Public Sector Mining and Minerals Company of Gujarat with operational experience of over 60 years. GMDC's product portfolio spans across mining, value added products and power. Its power portfolio includes clean energy sources such as solar and wind besides thermal power.

GMDC's mining activities are spread across Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chhotaudepur districts of the State. It is currently mining minerals like Lignite with five operational lignite mines, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar. The Company has set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbala, Rojmal and Solar Power plant of 5 MW at Panandhro Project. GMDC's existing Metallic mineral portfolio includes Fluorspar, Manganese, Bauxite, and Multimetals in addition to other associated minerals like silica sand, Bentonite, Ball Clay and Limestone.

GMDC has undertaken a strategic transformation exercise over the last year with a view to achieve growth milestones, diversity its product portfolio, leverage existing assets, provide inputs to the industry and contribute to the growth of the state's economy. As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite-based projects in Kutch and South Gujarat. Further, GMDC through its metal division also intends to expand and develop metal mining portfolio by developing existing metal mining projects and exploring new opportunities in metal mining sector in India. A number of other projects are in the pipeline based on identified thrust areas.

Leveraging its capabilities in lignite thus, one of the key strategic diversifications for GMDC is in the area of domestic coal mining, where it would like to access domestic coal mostly occurring in the eastern part of the country. As part of this strategy, it has recently bid for a number of coal blocks in the recently concluded commercial mine auctions by the Ministry of Coal, Govt. of India. The PSU won the bids for Burapahar block and the Baitarani West Coal Mine in Odisha.

GMDC has also undertaken a digital transformation as part of the strategic transformation exercise. As part of digital transformation, it has planned/ initiated various activities such as migration of its on-Premises DC and ERP to cloud, enhancing communication backbone by providing robust and high quality MPLS to all project offices and head quarter and Enhancing security of its IT systems. It also intends to digitalize its truck dispatch circuit as well as Dispatch system from existing manual process at its Mines to achieve the below mentioned objectives.

- Avoiding duplication in processes

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- Reduce Turn-around time
- Improved data reporting and accuracy
- Reduced Environmental Impact
- Fostering transparency

In order to achieve above objectives, GMDC intends to transform its existing Truck dispatch circuit by augmenting infrastructure, implementing the weighbridge automation, digitalizing data collection methods, shifting all its existing manual processes such as Transporter assignments, Transporter registration, Truck assignments and driver registration and verification to system driven digital processes, implementing the RFID based vehicle tracking system to track the real time movement of trucks within the mine area and enabling system driven Management Information System (MIS) reports, both tabular and map-based, to aid in decision-making and operational oversight. This system also intended to foster the overall operational efficiency and safety in mining environments.

Considering above objectives, GMDC intends to appoint competent Service Provider who will implement the mine digitization solution as well as undertake Comprehensive annual maintenance of the solution/system thereafter for a five years as per the terms of this RFP.

## SECTION II: EXISTING DISPATCH SYSTEM

GMDC's existing Dispatch system comprises of Dispatch application as well as Truck dispatch circuit within the mine premise. The details of both are further summarized below for the purpose of preliminary understanding of the existing dispatch operations:

### **A. GMDC's existing application stack**

GMDC's existing application stack comprises of Oracle EBS ERP and various third-party applications such as APAR – Performance appraisal, Dynamic Allocation, Customer Portal, Dispatch System, Attendance System and Provident Fund. All these third-party applications are also integrated with ERP. The ERP is also integrated with third party APIs such as GST, e-invoice, e-way bills and CGM's ILMS System.

Of all application stack, three third party applications namely Dynamic Allocation, Customer Portal and Dispatch System are crucial from GMDC's Mineral Allocation and Dispatch Ecosystem perspectives. Key activities of all three applications are specified below.

- i.) Dynamic allocation portal
  - Monthly Declaration of mine production
  - Allocation of lignite quantities to registered customers as per the requirements
- ii.) Customer portal
  - Customer Registration
  - Booking of Allocated Lignite and Advance Payment Processing
  - Delivery order (DO) generation (in ERP)
  - Assignment of Transporter (if registered in GMDC ERP)- Optional
- iii.) Dispatch system
  - Interface with Weighbridge digitizer for capturing Truck weight (Tare/Gross).
  - e-Royalty (integrated with ERP which in turn has interface with CGM portal)
  - e-Way bill & e-Invoice (integrated with ERP which in turn has interface with GST portal)
  - SMS & Email to customer
- iv.) ERP System
  - Transporter registration at Mine Office
  - Truck Registration at mine
  - Transporter Assignment and Mapping with Delivery Order (DO) manually at Mine Office (if not done by customer in customer Portal). Authorization Required from Customer.
  - All these processes requires to be completed prior to arrival of trucks.

Presently, Customer Portal and Dynamic Allocation Portal are developed on Apex platform. Also, the Transporter assignment is an optional process in Customer portal and it is a semi-automated process. Customer at its sole discretion assign the Transporter from the list of GMDC registered Transporters. Customer is also permitted to send unregistered Transporter for lifting the lignite quantities. However, in such case the Transporter shall need to get prior registration done at Mine office prior to sending the Trucks. Transporter registration is

mandatory for lifting the lignite quantities. Existing System also allows the Transporter to send its owned Trucks or its subcontractor's Trucks. Authorization from the customer to Transporter is needed for lifting the allocated lignite quantities. Truck details /driver details are registered manually at Mine when Truck comes to lift quantities. Presently Truck details are not registered/ assigned during the Transporter assignment.

**B. Details of existing dispatch application**

- GMDC's existing dispatch system is hosted on the ERP system using Oracle Database 19c and Oracle EBS 12.2.12. The ERP is hosted on GMDC's servers at Data Center (DC) located in GMDC office, Ahmedabad, Gujarat. GMDC is in process of migrating its ERP and all third-party applications from on-premises DC to Oracle Cloud Infrastructure.
- The dispatch system is operated on an Oracle APEX platform. Existing ERP acts as database to the dispatch system. Primary interface data such as Customer and corresponding Delivery Order (DO) generated along with Transporter details and Truck details, laden and un-laden weight etc. flows to ERP through Dispatch system.
- The dispatch system is also integrated with the existing dynamic allocation portal and customer portal which are hosted on the same ERP. The data from dynamic allocation and customer portal flows to the dispatch system and the same data acts as a database to the ERP. The functionalities/ activities involved in the Dispatch system are included above.

**C. Details of existing dispatch operations at GMDC mines**

Existing dispatch process / truck process flow at Bhavnagar Mine is described below for the preliminary understanding of Bidders.

Current, Truck circuit for Umarsar and Mata no Madh Mines are described in Annexure-15.

**Existing Truck Flow Movement in Bhavnagar Mine Area**

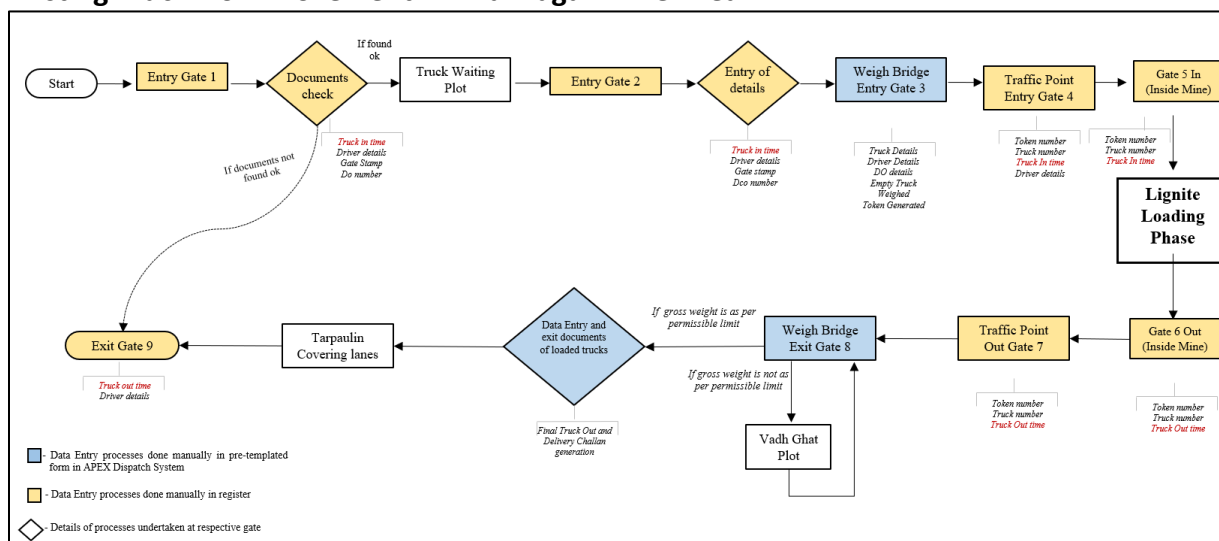


Figure 1 Existing Truck Movement at Bhavnagar Mines

The above illustrated process flow diagram represents the movement of a single truck within the Bhavnagar mine area, outlining the processes at each checkpoint and the corresponding data capture methods.

Currently, manual registers are utilized to record truck entries for lignite purchase and exits after loading with lignite. Presently, there is an absence of system based real-time truck monitoring within the premises.

Existing APEX dispatch system records the truck's tare weight, entry and exit gate details, which are inputted into predefined forms for token generation, delivery challan issuance, and final truck billing.

Presently there are 10 checkpoints at Bhavnagar Mine. The processes and datapoints which are captured at each of the checkpoint in accordance with the truck's movement is summarized in table below.

**Table 1 Existing Truck Movement Process description at Bhavnagar mines**

<b>Check Gates</b>	<b>Process Details</b>	<b>Datapoints</b>
<b>Entry Gate 1</b> (Check point 1)	<p><b>Process Name:</b> Physical documents verification for Entry in the mine premises.</p> <p><b>Process Method:</b> Manual entry of details as per the physical documents provided by the Truck driver in register maintained by the checkpoint personnel.</p> <p><b>Process Description:</b> Data points noted in physical register maintained by Checkpoint personnel at the checkpoint.</p>	<ol style="list-style-type: none"> <li>1. Truck number</li> <li>2. Name of driver</li> <li>3. License number</li> <li>4. Serial of Transport Slip number</li> <li>5. Transporter Slip / Authorization and DO details</li> </ol>
<b>Entry Gate 2</b> (Check point 2)	<p><b>Process Name:</b> Data Entry for registering the Truck in the mine premises</p> <p><b>Proceed Method:</b> Manual entry of data points in the physical register by the checkpoint operator.</p> <p><b>Process Description:</b> Data points noted in physical register maintained by Checkpoint personnel at the checkpoint.</p>	<ol style="list-style-type: none"> <li>1. Sr. no.</li> <li>2. Reporting Time and date</li> <li>3. Truck number</li> <li>4. Driver's name</li> <li>5. Driver's License number</li> <li>6. Village</li> <li>7. Transport slip/Chitthi number (DO details)</li> <li>8. Lignite grade</li> <li>9. Name of checkpoint personnel</li> </ol>

Check Gates	Process Details	Datapoints
<p><b>Weigh Bridge Entry Gate 3</b>  (Check point 3)</p>	<p><b>Process Name:</b> Weighment of the Empty Truck and Physical Token Generation</p> <p><b>Process Method:</b> Entry of data points in the Dispatch System/computer by the checkpoint operator.</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. Tare weight of the truck is automatically captured by the weighbridge and is entered in the standalone pre-templated form in the APEX Dispatch system by the operator at the checkpoint.</li> <li>2. Physical Token Generation activity takes place after entering the data points.</li> <li>3. The Token is then handed over to the Truck driver for moving to the next checkpoint.</li> </ol> <p>The APEX Dispatch system is further integrated with ERP.</p>	<ol style="list-style-type: none"> <li>1. Reporting Time and date</li> <li>2. Quota date</li> <li>3. Token No</li> <li>4. Grade</li> <li>5. Truck No</li> <li>6. Tare Weight</li> <li>7. Traffic Point (for allocated grade)</li> </ol>
<p><b>Traffic Entry point 4</b>  (Check point 4)</p>	<p><b>Process name:</b> Providing directions to each truck for entering the respective lignite loading point as per the on-ground excavation activity/ allocated grades.</p> <p><b>Process Method:</b> Manual data Entry in physical register.</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. The Data points are noted in physical register by the checkpoint personnel at the checkpoint.</li> <li>2. As per the required loading weight the checkpoint personnel directs the truck to go to the respective excavator at the Lignite loading point in the mine pit.</li> </ol>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> <li>4. In time</li> </ol>
<p><b>In Gate 5- Inside Mine</b></p>	<p><b>Process name:</b> Registration of Truck and Token details by Contractor's personnel</p>	<ol style="list-style-type: none"> <li>1. Token number</li> <li>2. Truck Number</li> <li>3. Truck In Time</li> </ol>

<b>Check Gates</b>	<b>Process Details</b>	<b>Datapoints</b>
<b>(Check point 5)</b>	<p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b> The Data points are noted in physical register by the contractor's personnel at the checkpoint.</p>	
<p><b>Out Gate 6- Inside Mine</b></p> <p><b>(Check point 6)</b></p>	<p><b>Process name:</b> Registration of Truck and Token details for existing Truck from the mine area by Contractor's personnel</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b> The Data points are noted in physical register by the contractor's personnel at the checkpoint.</p>	<ol style="list-style-type: none"> <li>1. Token number</li> <li>2. Truck Number</li> <li>3. Truck In Time</li> </ol>
<p><b>Traffic Out Gate 7</b></p> <p><b>(Check point 7)</b></p>	<p><b>Process name:</b> Verification of the loaded truck</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b></p> <p>The checkpoint personnel checks the loaded truck and notes the data points in physical register.</p>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> <li>4. Out time</li> </ol>
<p><b>Weigh Bridge Exit Gate -8</b></p> <p><b>(Check point 8)</b></p>	<p><b>Process Name:</b> Weighment of the Loaded Truck, and Final Truck out documents generation</p> <p><b>Process Method:</b> 1. Physical verification with token and displayed loaded truck weight and 2. Data entry in the APEX Dispatch system.</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. The weight of the loaded truck is captured by the weighbridge and it is then verified with the physical token details by the operator at the</li> </ol>	<p>Token details w.r.t. weight to be loaded is verified with the captured loaded truck weight from the weighment.</p> <p>With the above details , below mentioned documents are printed from the Oracle ERP:</p> <p>Royalty deduction from CGM</p> <ol style="list-style-type: none"> <li>1. E way bill</li> <li>2. E invoices</li> </ol>

Check Gates	Process Details	Datapoints
	<p>checkpoint manually. If the weight is as per the permissible limit as per the token details, then the truck is allowed to go to the next check point. Otherwise, the truck is directed to Vadh Ghat plot to balance the extra/short lignite loading. It is then further again brought back to the Weigh Bridge for weighment.</p> <ol style="list-style-type: none"> <li>2. Once the loaded truck has permissible truck weight, GMDC supervisor or GMDC appointed operator personnel or enters the truck number and Truck Out time in existing Dispatch system at the checkpoint.</li> <li>3. The Weigh bridge system is integrated with Oracle ERP so weight of the loaded truck is automatically plugged into Dispatch system which then interfaced to ERP system.</li> <li>4. Loaded truck weight of the truck is automatically captured by the weighbridge and is entered in the standalone pre-templated form in the computer by the operator at the checkpoint.</li> <li>5. The pre-templated form is integrated in the existing Dispatch System application which is hosted on the existing Oracle Apex platform.</li> <li>6. The documents related to Royalty deduction, E-Way bill, e-invoice and material deduction from the total booked material are generated in hard copy by the operator at the checkpoint and handed over to the truck driver generated from ERP.</li> <li>7. The truck then moves towards the tarpaulin covering lanes and later mine exit gate.</li> <li>8. The third-party APIs for GST, e-invoice, e-way bill, CGM ILMS are integrated with the Oracle ERP system.</li> </ol>	<ol style="list-style-type: none"> <li>3. Material deduction details from total booked material</li> </ol>

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

Check Gates	Process Details	Datapoints
<p><b>Mine Exit Gate</b>  (Check point 9)</p>	<p><b>Process Name:</b> Data entry of exiting loaded Truck</p> <p><b>Process Method:</b> Manual data entry in Physical register.</p>	<ol style="list-style-type: none"> <li>1. Out date and Out Time</li> <li>2. Truck No.</li> <li>3. Total time in mines:</li> <li>4. Royalty no.</li> <li>5. Invoice no</li> <li>6. Net weight</li> <li>7. Empty truck reason</li> <li>8. Remarks</li> <li>9. Name of Checkpoint personnel</li> </ol>

### SECTION III: INDICATIVE EXPANDED DIGITALIZED PROCESS FOR BHAVNAGAR MINE

GMDC intends to transform the existing dispatch process of Bhavnagar mine by undertaking below mentioned indicative interventions.

- By digitalizing and automizing all processes at dispatch checkpoints by implementing the cutting-edge RFID technologies to monitor, manage, and optimize the movement of trucks as part of current RFP Scope.
- Implementing Weighbridge automation solution and Transporter & Truck assignment modules as per of current RFP scope.
- Reforming the existing Truck dispatch circuit by removing non-required checkpoints and replacing few checkpoints with Truck Tracking Points.
- Augmenting the Physical infrastructure by installing additional two weighbridges at Entry and Exit Weighbridge checkpoints each. GMDC also intends to remove the requirements of existing Vadh ghat point by installing the Quick Dispatch System (QDS) at Gross Weighbridge checkpoint.
- Installing directional signages across mine area.

Above interventions are expected to transform Truck dispatch process leading to reduction in Turnaround Time of each truck entering the mine premises.

The new dispatch system should be capable / expandable to manage 5,000 trucks daily for Bhavnagar mines. The system should be flexible to add / remove checkpoints as and when required during the entire contract period.

The new transformed indicative process flow along with overview of the dispatch system components which will be implemented as part of the solution is specified in the figure below. **The checkpoint wise process flow is mentioned in Annexure 11 of this document.**

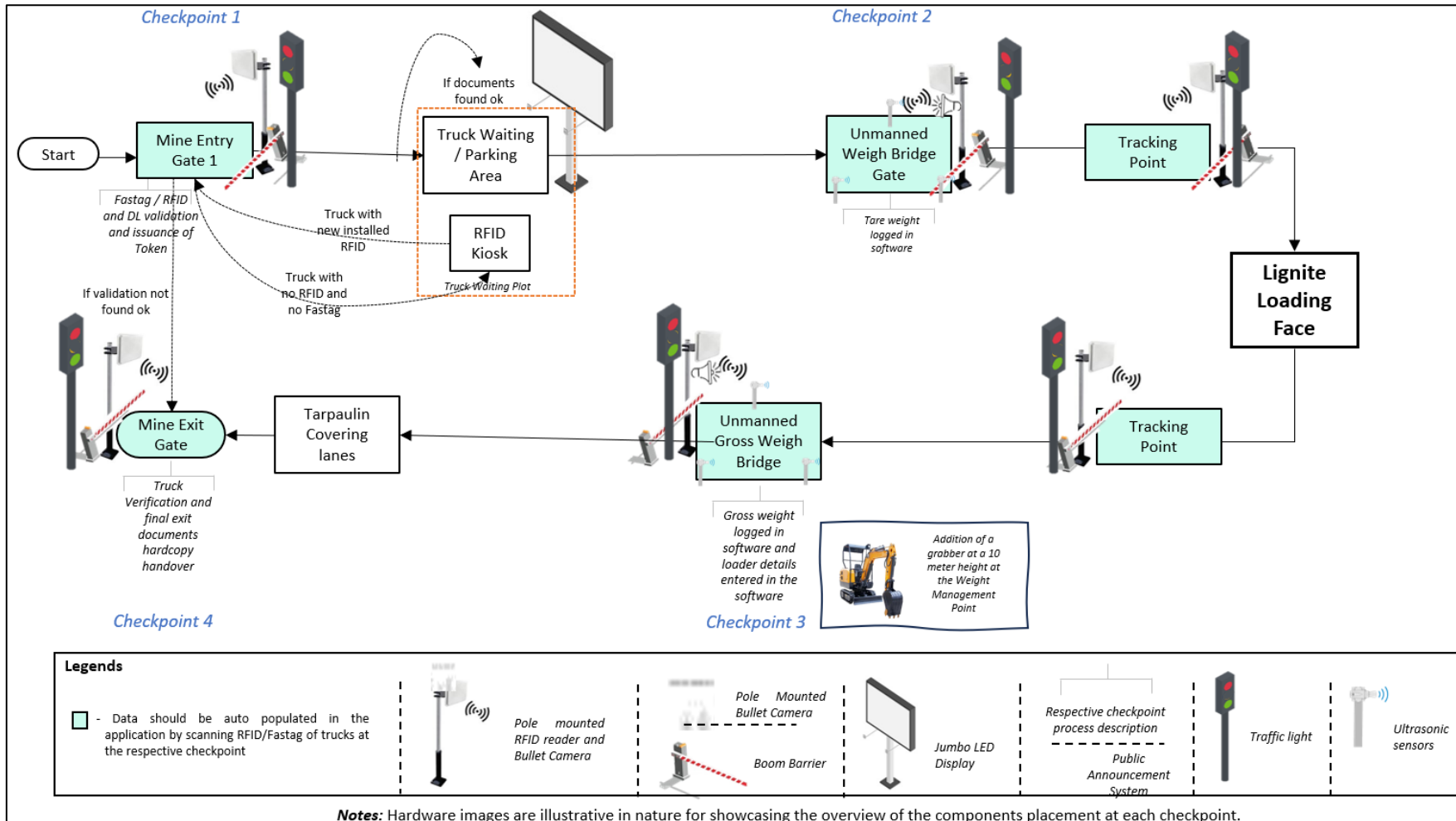


Figure 2 Indicative Digitalized Process of Truck Flow Movement in Bhavnagar Mine Area

## SECTION IV: SCOPE OF WORK

### 1. SCOPE OF WORK

The scope of work includes the supply, installation, implementation, and Comprehensive maintenance of hardware and software solution designed to efficiently capture, store, and manage data collected from RFID readers and other relevant sources within the mine areas. The scope for digitalizing the entire truck flow movement process shall be executed first for Bhavnagar mine and later shall be scaled for multiple mines of GMDC under this RFP upon successful implementation of the solution at Bhavnagar and at sole discretion of GMDC .

#### 1.1. Solution Summary

The Solution Framework is summarized in the figure below.

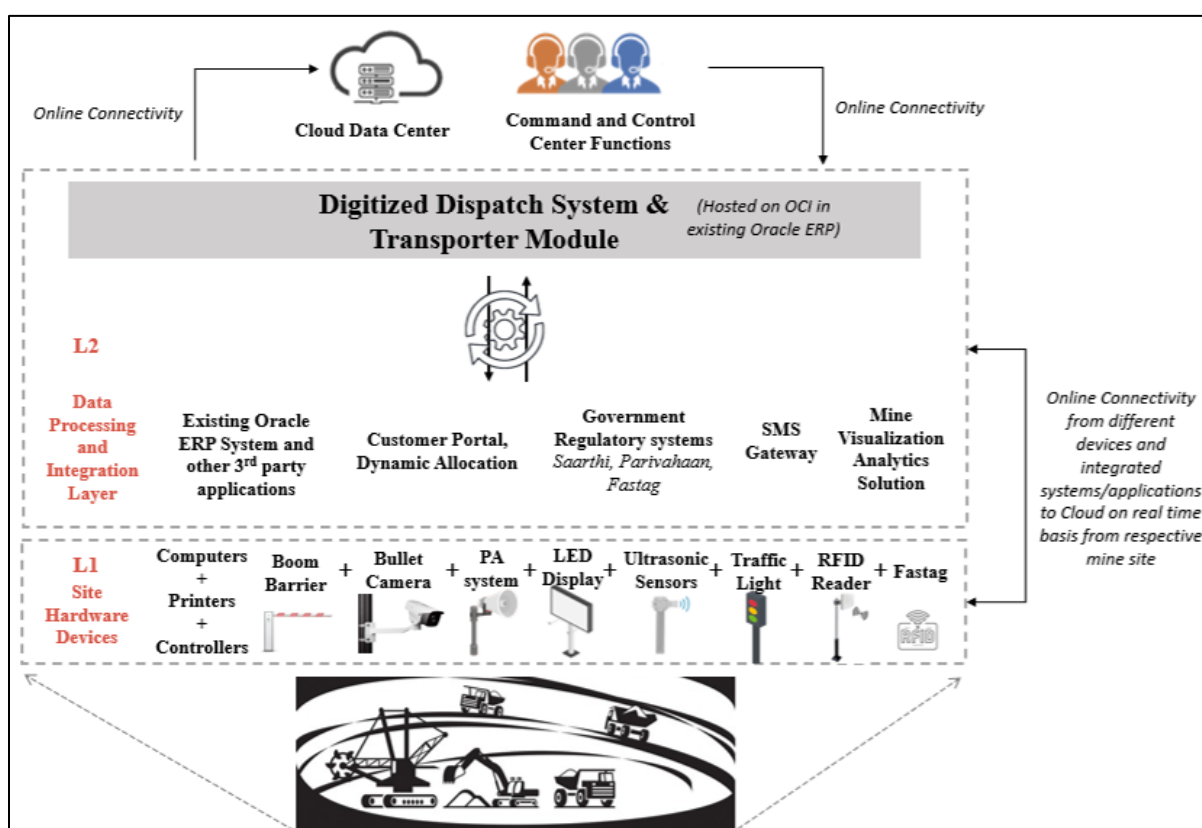


Figure 3 Solution Framework for the Mine Digitalization

GMDC intends to implement the solution/Mine digitalize Software with at least two modules 1) Transporter Module and 2) RFID based Dispatch System module.

**The Transporter Module** shall be developed as a separate application where Transporter registration, driver license validation, mineral carrying vehicle registration and its validation with Parivahan and Sarathi portals, trucks can be registered on the system with their Fastags prior to entering the mine. Key features/ capability of Transporter module is summarized below.

- Transporter registration and Centralized transporter profile management with trucks and driver details.
- Transporter List & Customer Portal integration
- Transporter to insert the following details:
  - Driving License of driver
  - Fitness Certificate & its Validity (fetch from portal)
  - Insurance Details & its Expiry
  - Fleet & driver management
- Truck & Driver verification from Parivahan & Saarthi portal
- Automatic vehicle bulk and Remote tagging / un-tagging functionality to be provided to all GMDC's Transporters.
- Capture/ enter vehicle Fastag number
  - Assigning/Tagging of driver to vehicle
  - Capture Transporter declaration for authentication and verification of Vehicle and Driver assigned

**RFID based Dispatch system** shall help in digitizing each check point of Truck circuit with below mentioned capability.

- Auto population of Truck and other relevant information data from ERP based on unique RFID tag no and linking the Transporter and trucks to respective DOs ,
- Capability to capture (1) RFID data using the RFID readers (2) camera feed data of laden and un laden trucks at entry and exit weighbridge checkpoints respectively and (3) Weighment of Truck at Entry checkpoint, entry weighbridge and exit weighbridge checkpoints respectively.
- Capability to identify real time position of vehicle on map using the RFID technology (point to point basis) for better traffic management within the mine premises.
- Provision for maintaining the event log sheet vehicle wise. Alert generation in system in case of deviation from truck circuit.
- Weighbridge automation solution at Tare and Gross weighbridge.
- GMDC intends to use pre-fitted Fast Tag for this solution.

The Service provider shall develop both modules as web-based applications and shall be developed on Oracle Apex platform. Both the system shall interface with GMDC's existing customer module as well as ERP system to capture necessary datapoints. Both applications shall be hosted on cloud and access to only authorized personnel/official to be granted through login credentials.

The Dispatch system shall have capability to control functioning of Hardware components by-passing command to controller. The below mentioned hardware components at Entry and Exit weighbridges are envisaged under this RFP.

<b>Sr. No.</b>	<b>Components</b>	<b>Objective</b>
<b>1</b>	Computer System	Data Automation
<b>2</b>	RFID Tags - Fastag	Tracking of Trucks in mine premises
<b>3</b>	Pole Mounted RFID Reader and Antenna	
<b>4</b>	Pole Mounted Bullet Camera	Remote Monitoring of Truck (To capture the photo of Truck from Top and Front sides)
<b>5</b>	Public Announcement System	Guiding truck for Alignment at Checkpoints
<b>6</b>	Ultrasonic Sensors	Vehicle Positioning on the Weighbridge
<b>7</b>	Boom Barrier	Control Access at Checkpoints
<b>8</b>	LED Display Board / Variable Messaging Display (VMD) at Parking and Traffic Point	Enhance Communication and Safety Guidelines
<b>9</b>	Controller	Controls Boom barrier and traffic signal and pass on logs to Cloud DC
<b>10</b>	Traffic Signal	Guide for boarding and deboarding at Checkpoints
<b>12</b>	WAN Radio link	For Communication with central location and one checkpoint to other.
<b>13</b>	Thermal Printers	For printing at the checkpoints

Of above, the computer system shall be provided by GMDC. Remaining components shall be supplied by the Service Provider. GMDC shall also provide the required cloud compute and storage infrastructure. However, the Service Provider shall be required to assess the cloud infra requirements and convey it to GMDC.

Above is a tentative solution envisaged at this juncture. The Service Provider shall design the robust solution so as to achieve the project objectives. The detailed scope of work is provided in Chapter 1.2 of this Section below.

### **1.2. Detailed Scope of Work**

The Scope of Work of the Service Provider is divided into following five parts

Part 1: AS-IS assessment / Review of the existing dispatch system & its associated operations

Part 2: Design and development of Mine Digitalization Solution

Part 3: Supply, installation and configuration of hardware components

Part 4: Integration with Hardware and Implementation of the Mine digitalization solution.

Part 5: Comprehensive Annual maintenance Contract (CAMC)

Part 6 : Training and Capacity building

Detailed tasks under each of above part is specified as below:

**Part 1: AS - IS assessment / Review of the existing dispatch system & its associated operations**

The Service Provider shall carry out the following tasks under the Part 1 of the Scope.

- As part of the As-Is assessment study, the service provider is expected to undertake an in-depth assessment of the existing Dynamic allocation portal, customer portal, relevant ERP modules and dispatch application to understand the existing data flows and integrations among various systems forming part of the existing dispatch ecosystem.
- The Service provider shall also undertake review/ assessment of Physical Dispatch process and Transporter registration process at Mine Site. The objective of this task is to understand all-associated processes along with challenges including interdependencies between third-party integrations of applications and its database.
- The assessment shall include details related to the dispatch operations, data collection methods, process mapping, and understanding of the existing Transporter registration and dispatch procedure mechanism.
- The service provider shall evaluate the existing dispatch technology and systems, including software, hardware, and communication tools with all the application functionalities.
- The service provider shall access the existing standard operating procedures, workflow diagrams, and the existing dataflow architecture across all other applications associated with the dispatch operations.
- The service provider shall observe dispatch operations in real-time to understand workflows, communication protocols, and decision-making processes across Bhavnagar mine.
- The service provider shall identify key performance indicators (KPIs) currently used to measure dispatch effectiveness.
- The service provider shall analyze data to identify patterns, bottlenecks, and areas of inefficiency.
- The service provider shall identify any limitations or gaps in the current technology infrastructure in order to develop a complete digitized dispatch solution.
- Upon completion of this task, the Service Provider shall submit the AS-IS Assessment Report to GMDC.

## **Part 2: Preparation of System requirement Specification and design document (SRSD) for Mine Digitalization Solution**

The Service Provider shall carry out the following tasks under this Part 2 of the Scope.

- Post completion of as-is assessment study, the service provider shall undertake tasks for the preparation of SRSD document elaborating design and system requirements aspects along with the business rules and failover mechanism for the Mine digitalization Solution.
- The Service Provider shall prepare SRSD document elaborating followings but not limited to the following points;
  - System Hardware and Software Architecture
  - Database design
  - Software design
- Hardware and Software integration architecture including with third party applications and ERP.
  - Detailed functionalities of Transporter Module and Dispatch applications
  - Detailed functional requirements for Hardware.
  - Graphical User Interfaces for both modules
  - Cloud compute and storage requirements
  - Interface design within hardware and other existing systems
  - Failover mechanism
  - Business rules and processes.
- While preparing the SRSD and designing the solution, the Service Provider shall take cognizance of the indicative transformed dispatch processes and minimum functional and technical requirements specified in Chapter 2 and 3 of Section 4 of this document. The Service Provider should be required to meet minimum functional requirements and technical specifications specific in this RFP. In addition to this, the Service Provider may suggest additions/ modifications in the requirements as part of SRSD document.
- The solution should be capable of the following events right from Transporter assignment, Trucks and driver assignment, capturing the timestamp details of each mineral carrying vehicle at every checkpoint after entering the mine premises, entry of vehicle at entry, taking tare weight and gross weight at weigh bridge and at the entry at exit gate of the mine.
- The Service Provider shall get the sign off from GMDC for SRSD document. After the sign-off, the development of the Solution shall be started.
- The mine digitalization solution of GMDC is to be implemented in Bhavnagar Mines and shall be scaled up to cover GMDC's other mines on directions and at sole discretion of GMDC and that too upon successful implementation of Solution at Bhavnagar Mine.

## **Part 3: Supply, Installation and Configuration of Hardware**

The Service Provider shall carry out the following tasks under Part 3.

- The Service Provider shall undertake a detailed study of requirements of hardware and processes required at all the checkpoints within the mine area as per indicative transformed processes and provided in Annexure 11 of this document and integrated work process flow provided in Part 4 of Scope.
- The Service Provider shall supply the Hardware for the Bhavnagar Mine at the Bhavnagar Mine site as per the Bills of Quantities specified in Annexure 9 and 10. All supplied Hardware should meet the minimum Technical Specifications and functional requirements specified in Chapter 3 and Chapter 2 of this RFP respectively.
- The service provider shall supply, install and configure the hardware as per the finalized requirements post the approval of final hardware quantities as per the SRSD from GMDC.
- The service provider shall be responsible for procurement, supply and installation of hardware equipment to all the check gates within the mining area as per the approved BOQ. Post acceptance of the equipment by GMDC, the equipment shall be installed.
- The Service Provider shall also be responsible for the configuration of hardware including the integration with Mine digitalization solution.

The detailed functional requirements for each hardware component and application functionalities are included in Section IV Chapter 2 and 3 of this RFP.

#### **Part 4: Development and implementation of Mine Digitalization solution**

The Service provider shall develop the Mine Digitalization solution as per the approved SRSD and meeting minimum functional and technical requirements specified in this RFP. In this endeavor, the Service Provider shall undertake below mentioned Scope under this Part 4.

##### **A. Development and implementation of Mine Digitalization Solution**

- The digitalization solution applications shall be developed in APEX platform and should be integrated with existing GMDC's Oracle ERP.
- GMDC intends to use existing Oracle ERP database for hosting the Mine digitization applications/modules in existing OCI infrastructure. The application shall be then managed by the service provider in the Oracle ERP throughout the contract period in consultation with existing OCI and ERP O&M partner.
- The service provider shall note that the development of both the applications (i.e. Transporter module and Dispatch system) shall be on APEX platform and to be hosted on GMDC's OCI. The Hosting of the both applications / modules on OCI and thereafter undertaking its O&M is in the Scope of the Service Provider. Whereas the costs pertaining to compute and storage infrastructure required for hosting on OCI shall be bound by GMDC. However, the required Cloud infrastructure storage shall be evaluated by the service provider and shall be shared to GMDC for each of the application separately. GMDC shall procure the required OCI infrastructure after mutual agreement with the service provider and the service provider shall host the application on the same. Therefore, the service provider is responsible for evaluating the Cloud storage sizing, hosting the application on procured OCI infrastructure and manage the application throughout the contract tenure period.

- The service provider shall deploy the applications in a secured environment on OCI.
- The service provider shall be responsible for the end-to-end management of hosting and development & management of the applications.
- The service provider will be responsible for configuration, installation and hosting of the applications in High Availability mode.
- The applications shall be integrated with other GMDC's applications (existing and 3rd party) which are linked with dispatch operations.
- The applications shall provide Single-Sign-On features with password encryption and capability to enforce changing the passwords at system-defined intervals for both applications.
- The Service provider shall also implement the tool for monitoring the health and SLAs for on site installed hardware and software by deploying Service Level Monitoring and Maintenance System (SMMS) (details for which are mentioned in Chapter 2 of this document).
- The service provider shall also develop and implement a Failover Mechanism as below in order to meet the Service Levels pertaining to system availability.
  - The service provider shall develop failover mechanism at the site for a scenario where installed hardware devices are malfunctioning or not working.
  - The service provider should develop failover mechanism for minimizing downtime and maintain uninterrupted service for the users.
  - E.g.: In case of RFID reader and Antenna hardware components failure, the service provider shall immediately start the operations with handheld RFID reader at the checkpoints OR a tablet (small computer) with the dispatch application installed in it with capability to scan the truck's Fastag and send the details to Oracle ERP.

The functional and technical requirements for the software and hardware components are included in Chapter 3 of this section.

**Below is an Indicative overview of the Digitized process flow after implementing the Transporter Module and Dispatch System solution for GMDC:**

Indicative pre-requisites and Process flow:

1. Customer shall have to mandatorily assign the transporter at the time of advance payment for lifting the lignite quantities.
2. The transporter, its trucks and drivers shall have to be registered in advance in GMDC ERP through transporter Portal by the transporter.
3. Transporter shall have to mandatorily assign Trucks and driver details in the transporter portal before entering the mine premises.
4. Customer has already authorized the transporter for lifting his booked quantity.

5. Transporter has already authorized sub-transporter to lift the customer's booked quantity.

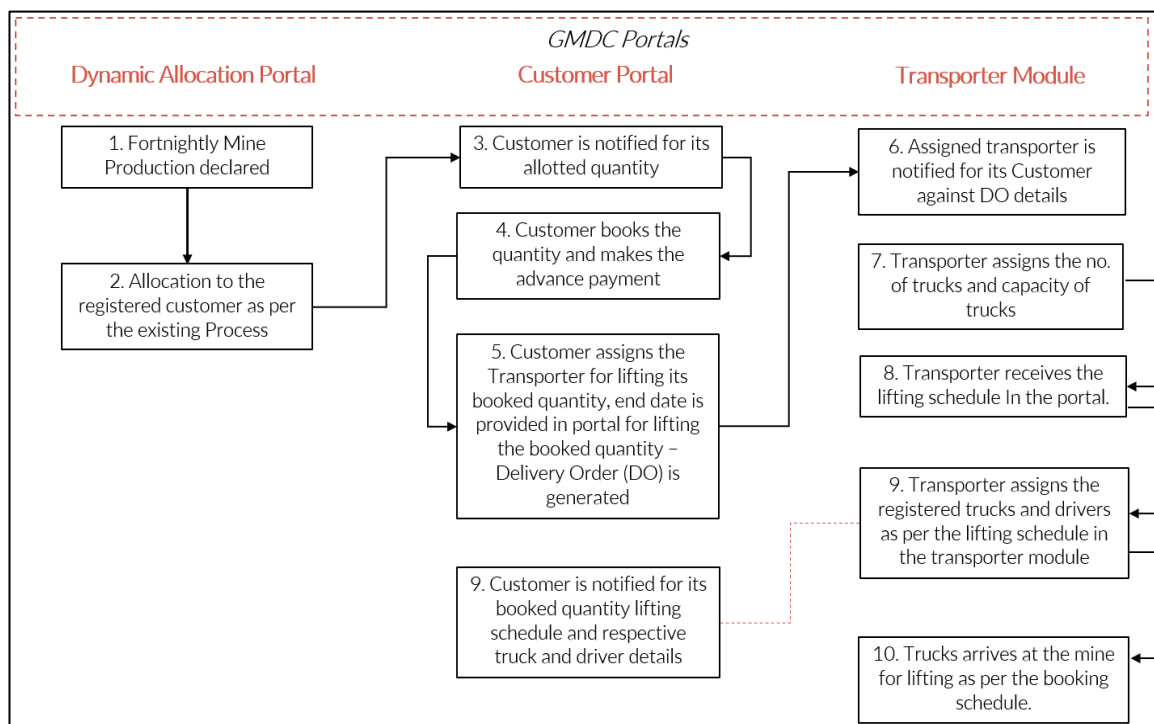


Figure 4 Indicative Digitized Process Flow

- The service provider shall comply with the functional requirement of the solution as mentioned in the Chapter 2 of this RFP Section 4.

#### B. Integration with other GMDC systems and Hardware

The solution shall be integrated with Hardware specified under this RFP as well as GMDC's ERP systems and third-party applications. The indicative list of various components with which the system should be integrated with are mentioned below:

- Hardware – IP Cameras, Boom Barriers, Traffic Lights, Weighbridge digitizer, LED display, Public Announcement Systems, ultrasonic sensors, RFID Tags and readers, Controllers (as per Chapter 2 of this document)
- Government Regulatory System – Saarthi and Parivahan for verification of the drivers and vehicles respectively.
- Existing GMDC's systems – Oracle ERP, dynamic allocation application, customer portal, all 3<sup>rd</sup> party applications and APIs
- SMS gateway for sending notifications

The solution should be robust and capable so as to enable future integration with the sensors installed in the mine excavators so as to provide information at respective checkpoint pertaining to idealizing of excavators/ guiding the truck for the respective excavator for loading lignite at respective loading point.

**C. Activities to be undertaken for Third Party Audit of the entire solution**

- The service provider shall ensure that the solution is in compliance with the CERT-In Security Policy and Guidelines.
- The service provider shall appoint CERT-In empaneled auditor who shall be responsible for performing the security audit of the solution prior to its deployment. The service provider must provide access to its system and relevant data for the purpose of such audits.
- The cost of audit & rectification of non-compliances shall be borne by the service provider.
- The Service Provider shall get security audit of the system before Go-Live of application and obtain the safe-to-host certification from CERT-In empaneled auditor.
- Carryout the periodic audit & certification as and when it is required.
- The illustrative deliverables for this activity are mentioned below:

<b>Activity</b>	<b>Responsibility</b>
First Round Audit Report	Auditor
Rectified solution and submission of next round of audit	Service provider
Next Round Audit Report	Auditor
If required, rectified solution & submission of next round of audit	Service provider
Compliance Confirmation	Auditor

Upon receiving notification from the service provider that the system implementation is complete, GMDC shall engage a suitable, neutral, and technically competent third-party agency or agencies to conduct the audit and certification at its sole discretion. In the event that the agencies nominated by GMDC identify any deviations from norms, standards, or guidelines, the service provider shall promptly take all necessary corrective measures within the shortest possible timeframe.

**D. Activities related to User Acceptance Test (UAT)**

After completion of the development work, the GMDC may conduct the technical reviews of development work performed by the Service provider. Upon deployment and implementation of the required solution (comprising of Hardware and Software), the Service Provider shall notify the GMDC for conducting the UAT. In this regard, the Service Provider shall be responsible for the followings:

- Preparation and submission of test strategy, test cases and test results.
- Demonstration of features and functionalities to be undertaken before the GMDC in staging environment for functionality and integration with all systems.
- Support GMDC and its designated authority for conducting the testing and provide access of the systems as required by them.
- The service provider shall undertake the rectification in the application for any issues/ bugs/ and improvements/ Enhancements / up-gradations as suggested by GMDC (if any) during the UAT without any additional cost to GMDC to the complete satisfaction of GMDC before Go-Live.

#### **E. Activities related to Go- Live/ Acceptance**

The primary goal of Acceptance Testing is to ensure that the project meets requirements, standards, specifications, and performance prescribed in the RFP, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Availability
- Performance
- Security
- Manageability
- Standards and protocols

After incorporations of the suggestions made during UAT phase, the service provider shall host the application in the production environment on OCI as provided by GMDC. The proposed application will be declared Go- Live after 15 days from making it available and undertaking all the suggested improvements and suggestions within the given time limit. GMDC shall issue "Go Live" certificate after completing this milestone.

#### **F. Project Documentation**

The service provider shall share below non-exhaustive list of documents to GMDC during the Go-Live. All the documentation should be shared in softcopy format (pdf only).

- a) SRSD document as per the SRSD study
- b) Detailed diagram with functionalities of the complete solution and Continuity Plan
- c) All configuration details including different related lists of Equipment supplied/installed and other items used (e.g. Wires/Cables), Software, Portable Equipment and Spares. The list must include Make, Model, Brand, Version, Sl. No. etc., as applicable
- d) Trouble shooting Manual
- e) User / Administrator Manuals
- f) Operational Procedures Manuals
- g) Test Plans
- h) Test Reports
- i) Other relevant technical documentation etc.
- j) Report of Security Audit & Safe-to-Host Certificate
- k) Latest version of Source Code

The reports should be finalized in consultation with GMDC and as per the requirements mentioned in the entire Scope of Work Section of this document.

#### **Part 5: Comprehensive Annual Maintenance Contract (CAMC)**

The service provider shall carry out the following tasks under Part 5.

- (i) Responsibilities of service provider during the Warranty Period shall be as follows;

- The Warranty Period shall be a period of One year starting from the date of issuance of “Go-Live Certificate “(the “Warranty Period”).
- First six months of the warranty period shall be stabilization period. The scope of work for the stabilization period shall be the same as the Scope of warranty period scope. Any modification in the software solution during stabilization period would be in the scope of service provider. No charges would be payable on this account by GMDC to the service provider throughout the stabilization period. The applicable penalties on breach of SLAs during the stabilization period shall not be applied.
  - The scope of warranty period shall be the same as the CAMC period as mentioned in below point (ii) of this chapter.
  - The service provider shall also be responsible for undertaking any changes in applications as suggested by GMDC in the entire CAMC period as per the site scenarios.
  - Provide maintenance and repair support on 24X 7 basis for all the digitalization system components including hardware, software, and other integration related scope of work.
  - Activities included for Software during the Warranty and Stabilization Period;
    - Bug fixes, error resolutions on the developed modules
    - Addressing errors/ bugs in the functionality offered by system
  - Activities included for Hardware:
    - All hardware equipment implemented as part of this project shall come with standard Warranty for a period of 12 months post Go-Live. Hardware defects during this period shall be repaired/replaced. Warranty shall also be applicable to the services offered at no extra cost to GMDC for one year from Go-Live.
    - Replacement of spares required during the Warranty period without any additional costs. The service provider shall ensure availability of spares during the Warranty Period by making inventory of spares available.
    - Service Provider shall maintain the minimum 10% of Hardware inventory during the Warranty Period.
  - Deploy minimum 3 technical representative on site (one per shift per day) during the entire Warranty Period for imparting uninterrupted maintenance services.
- (ii) Responsibilities of service provider during the Comprehensive Annual Maintenance Contract (CAMC) Period shall be as follows.

The service provider shall undertake the Comprehensive Annual Maintenance Contract (CAMC) for 4 years from the date of completion of warranty period for all supplied, installed and configured hardware components and Developed Customized solution under this project.

- The service provider shall be required to provide operational & maintenance services for both the applications including, but not limited to, production monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/problems raised by

the users for problems/bugs in the application, issues related to hardware components failure or bugs etc.

- The service provider shall ensure that the installed digitalized system components are physically checked and standard tests are done at least once in a month, and any fault noticed/ contemplated should be attended as and when required in the month. The list of standard tests and their periodicity will be prepared by the successful bidder and submit to Engineer -in- charge/ Site In-Charge of GMDC. The Engineer -in- charge/ Site-In-Charge of GMDC will have the authority to include any other test(s) and/ or change the periodicity of any/all tests, at any time. This will be part of preventive maintenance activity for which the service provider's on ground team shall be available throughout the contract period.
- The service provider shall ensure smooth operations and functioning of mine digitalization system during all time of CAMC period by employing adequate maintenance measure as per Good Industry Practices.
- VAPT testing of the mine digitalizing solution shall be undertaken by third party vendor appointed by GMDC. The service provider shall cooperate and coordinate with GMDC appointed vendor for VAPT tests. The service provider shall be responsible for correcting or implementing fixes/breaches/ vulnerabilities as identified during such VAPT tests at no extra cost to GMDC.
- Implement Grievance and feedback solution and provide issue resolution support for addressing the issues reported by the internal and external users of Information systems deployed in the project.
  - The digitalized system shall be attended on reporting of any fault within 1 hour of reporting over Telephone/E-mail/Letter/text messages, etc. to the Service Personnel or Checkpoint Operation Personnel (in case of issue at checkpoint Location).
  - The service provider shall take entire responsibility for any defect or failure of Mine Digitalization Project Components comprising of Hardware and Software due to defective design, material or workmanship, manufacturing or development defects or latent defect or normal wear and tear within the design limit, during the Operation and Maintenance Period.
- During entire period of the contract, the service provider shall submit necessary statutory approval, required / applicable, if any, for operation of the equipment. Any violation on this account will be the sole responsibility of service provider.
- The service provider is required to develop Standard Operating Procedures (SOPs) for Project Infrastructure management in accordance with ISO standards. These SOPs should cover all aspects of infrastructure installation, monitoring, management, data backup and restoration, security policy, business continuity, disaster recovery, and operational procedures. The service provider is also responsible for making necessary changes to the SOPs on a yearly basis or as per GMDC's requirements, to ensure complete satisfaction.
- During CAMC and warranty period, if any equipment is to be taken outside the premises of GMDC, the successful bidder should replace the existing equipment with a spare working equipment of the same or higher specifications and configure it to work in the network seamlessly, so that there should not be lower number of equipment or

equipment of lesser specifications installed than the equipment ordered, installed and commissioned at any point during the warranty and CAMC period.

- Sufficient spares & accessories (i.e. minimum 10% of the ordered quantity of the installed hardware) should be maintained at mine site for smooth operation and maintenance of system for immediate replacement during warranty and CAMC period.
- The service provider shall repair/replace any damaged part of the solution. Incidents like: any part of the Boom Barrier System gets hit by any vehicle while crossing the cost of such repairs/ replacement shall be borne by GMDC, during warranty and CAMC Period. For repairing of such defects, the required spares including Boom and other mechanical, electrical and electronic spares should be kept at site for quick repairs. In case of any such damage, a joint inspection shall be prepared within 24 hours of occurrence of the event clearly citing the reason for such damage in detail with GMDC officials and service provider representative. The repairs/replacement of the damages of the hardware related incidents due to lightning shall be in the scope of service provider. The cost pertaining to the same shall be in the service provider's scope.
- Scope of CAMC will include maintenance of all the equipment supplied and installed, software, Installation items e.g. Wiring/ Cabling/ Masts/ Earthing etc. relating to this Order/ Contract, and their integration. Change in configuration/Use of Spare Item/s, if any, etc., will be decided by GMDC from time to time which should be carried out by the maintenance personnel of the Successful bidder. Supply & fixing of spares/ modules/ software or any other items as required for rectification of the breakdowns will be under the scope of the CAMC and will be provided by the Service Provider without any additional cost to GMDC. This also includes any change in configuration/ modification required to integrate/ connect this system with any other system/ network as desired by GMDC.
- The Scope of CAMC will also include repairing of the installed / laid Cables, wherever cut / damaged for which the expenditure incurred in excavation work for extracting cable (if the cable is laid underground), as well as providing additional cable if required, shall be the responsibility of service provider. However, if the repairing is required due to defect in workmanship in installation, previous repairing or natural wear and tear, the responsibility of excavation and provision of Cable and accessories required for repairs shall be the responsibility of the successful bidder/service provider.
- The Service personnel should be well trained and must be equipped with all required spares and software(s), as well as testing instruments like laptop, etc. while attending the System.
- The service provider shall make available standby items and inventories for all Project parts and/or equipment for respective sub-order Project site.
- Arrangement of regular cleaning as and when required or at every 15 day interval whichever is earlier of all Cameras, Switches, Racks, UPS, Batteries, LED Displays, RFID readers and sensors etc shall have to be undertaken by the Service Provider in all locations, and all equipment supplied and installed should always be clean, aesthetic and presentable for the entire contract period.
- All Masts & Brackets should be painted with quality weather-resistant paint every year.

- Monthly report of CAMC works done to be submitted to GMDC Engineer -in- charge/ Site in Charge by the Service Provider. The service provider shall also submit additional reports, if required, which should be provided on request of GMDC team at no extra cost to GMDC throughout the contract period.
- The service provider shall maintain a preventive maintenance checklist of all configured hardware components and corrective maintenance checklist of all configured hardware components every month and shall be submitted to the GMDC Engineer-in-charge at the 7th of every month.
- GMDC's Engineer – in – charge / Site In-charge may ask for additional reports, if required, which should be complied at no extra cost to GMDC.
- The service provider shall undertake corrective and preventive measures for visual appearance of the installed pole at each checkpoint. The service provider shall paint the pole on yearly basis in the mines.
- Internal wireless link from central location to respective checkpoints shall be provided by the Service provider with adequate speed. GMDC will provide redundant 5 MBPS MPLS at mine location. Only text data is transferred to the digitalization software and image data will be stored locally NAS (network attached storage). The service provider shall undertake the entire management of the wireless intranet within the mine area.
- The service provider shall ensure that any premises/Project Site provided by Authority to the Service Provider for the purpose of carrying out its obligations shall be used solely for the purpose of carrying out the functions intended and obligations placed under this Agreement and not for any other purposes.
- The Service Provider shall not permit anti-social activities/illegal activities to its staff on Project Site during the CAMC Period. Any liabilities that arise as consequences of such event shall be borne by the Service Provider. On occurrence of such event, the Service Provider shall solely be responsible for legal remedies and Authority may consider Termination on occurrence of such event.
- The Service Provider shall be liable for any kind of damage to equipment's caused by poor maintenance, delay in any repair/maintenance works.
- Regarding Problem identification and Resolution
  - Identification and resolution of application problems (e.g., system malfunctions, performance problems and data corruption etc.) shall be part of service provider's responsibility.
  - The service provider shall also be responsible to rectify the defects pointed out by GMDC and carry out the enhancements suggested. This shall be at no additional cost to the GMDC, in so far as the enhancements relate to items of work falling within the purview of the defined Scope of Work.
  - The service provider must submit the Root Cause Analysis for all the system failures to GMDC.
- Regarding Backup Management

- The bidder shall perform backup as per the requirement of the GMDC. This will include undertaking regular backup of data points. In addition, the service provider shall also manage scheduled data replication.
- Ensure security of data through access control.
- The activities shall include:
  - The service provider must use appropriate tools to perform backups of the database and application as per the requirement of GMDC.
  - The service provider should monitor and improve the performance of scheduled backups, regularly test backups, and ensure compliance with retention and archival policies.
  - The service provider should ensure the availability and reliability of backups by monitoring and improving the performance of scheduled backups, regularly testing backups, and complying with retention policies.
  - The service provider shall provide daily backup of all data to a GMDC's .
- The service provider shall also meet reporting requirements as below:
- **MIS Reports** – The service provider shall submit the reports on a regular basis in a mutually decided format. The Service Provider shall workout the formats for the MIS reports and get these formats approved by the GMDC. Tentative list of MIS report envisaged at this stage is specified below.
- **Daily reports**
  - Summary of resolved, unresolved and escalated issues / complaints
  - Log of backup and restoration undertaken
- **Weekly Reports**
  - Summary of systems rebooted.
  - Summary of issues / complaints logged with the OEMs.
  - Application monitoring report
- **Monthly Reports**
  - Summary of component wise uptime.
  - Log of preventive / scheduled maintenance undertaken
  - Log of break-fix maintenance undertaken
  - All relevant reports required for calculation of SLAs
- **Quarterly Reports**
  - Consolidated hardware-wise availability and software availability.
  - All relevant reports required for calculation of SLAs.
  - The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the GMDC.

The application shall also be capable of delivering various MIS reports and/or customized reports and graphical dashboards such as\*:

- Transporter wise dispatch report
- In-mines Turn Around Time report
- Daily dispatch report
- Permit Reports as per permit status
- Vehicle wise report for TAT
- WB wise utilization reports
- Mines In-Out Gate wise report
- Shift wise, loading point wise report
- Shift /Day wise entry exit of vehicles
- Incomplete trip report
- Weighment report
- Route Deviation of Vehicle during Trip
- Halt of Vehicles beyond a certain time frame (15 Minutes) during trip
- Movement of Single Vehicle to same destination multiple times
- Tampering of RFID/Fastag
- List of Unauthorized vehicles try to enter
- Vehicle summary report
- Mineral grade wise dispatch reports
- Dispatch Mode wise dispatch report

(iii) Regarding Deployment of Resource during CAMC phase.

- The Service provider shall deploy at least 3 resources at GMDC Bhavnagar premises (1 each per shift for 3 shift operation) from the date of Go-live of the application till the entire contract period.
- The deployed resources shall be equipped with all IT/ Non-IT tools for providing Hassle free operational support.
- GMDC shall provide Sitting space, electricity, internet and any non-it recurring facilities to the deployed resources of the service provider.
- During warranty and CAMC period, minimum 03(three) no Service Personnel will be deployed at the site by the Service Provider for 24\*7 mine operations in order to undertake the maintenance activities at the site. The Service Provider, at their own cost, can add the number of Service Personnel without any extra cost to GMDC if need so arise. The Service personnel should be well trained and must be equipped with all required spares, software and testing instruments etc. while attending the System.
- GMDC will have the right to ask for change of maintenance personnel in case he is found to be in-effective technically, not of desirable attitude/ behavior or for any other reason, and the successful bidder will comply the same at the earliest and not later than 60 days from the date of GMDC's notice to the service provider for the same.
- The Service Provider shall arrange for the verification of character and antecedents of the deployed Service Personnel by the local police authorities at their own cost, and give an undertaking to GMDC in this regard, along with relevant documents, if any. The details

including Name, Address, Mobile No. and email Address of the Service Personnel should be intimated to GMDC.

- The cost of maintenance personnels deployed at mine site shall be included in the CAMC fees as per the financial bid as included in Annexure 9 of this document.
- In case of replacement of onsite resources –
  - For Resignation: In case of resignation, alternate CV must be submitted 1 month before the release of that specific resource, this time includes 2 weeks of handover time to the new resource.
  - For Medical Reason / Death: Alternate CV must be submitted within 2 weeks of the resource becoming medically incapable to work or within 2 weeks, in the event of death.
  - For Replacement Due to Non-Performance: Within 4 weeks from the date of intimation by the Department to replace a specific resource due to Non-Performance.
    - a. For Replacement on Request of the Agency: No replacement within first 3 Months. Maximum 2 replacements within a year, with minimum 2 weeks of handover time.
- The Service Provider will be fully responsible for safety of its personnel engaged in installation work. It will ensure that Service Provider's personnel abide by the provisions of all relevant acts applicable, relating to the work. The Service Provider shall abide by all the rules and regulations of central and state governments and any local authority while executing the work. GMDC will have the right to call for any documentation in this regard, instruct the Service Provider and take any action as deemed fit, in case of deficiency. The Service Provider will be solely responsible for all liabilities in this regard. The successful bidder will indemnify GMDC from any consequences caused due to his failure in this regard and will be solely responsible to bear them.

(iv) Regarding shifting of hardware components within the mine premises

The service provider shall have to undertake shifting of hardware components (components as part of this RFP) within the same mines with its installation, build and commissioning activities as mentioned in Chapter 1 Part 3 and Part 4 within provided timeline by GMDC which can be decided mutually with the service provider and respective project site GMDC team. For any hardware shifting work, GMDC shall provide Notice to Proceed for Shifting of the components along with decided timelines. The service provider after successful commissioning of the components at the new location shall undertake the CAMC activities as mentioned in Chapter 1 Part 5 of this document and the SLAs as mentioned in the Section IV shall be applicable. The costing for the shifting shall be separately quoted as per the price bid specified in Annexure 9 of the RFP document. The service provider shall note that only the hardware components are in the scope of the service provider while undertaking shifting. The shifting of the weighbridges are not in the scope of the service provider.

## **Part 6: Training and Capacity Building**

The service provider shall conduct trainings' for the end users to make them informed with the expanded digitalized system. The training imparted would ensure that end users are

adequately prepared and are able to perform the various functions through the new solution. The service provider shall:

- Identify the users and classify into a set of user types and the number of participants in details for conducting the training sessions.
- Adopt fully bespoke training manuals and structured offline training sessions for various levels of staff throughout the contract period. The training plan and materials shall be finalized and prepared by the service provider in consultation with GMDC.
- Give training in a 3 layer format: Basic level, Walk-through, and Detailed training to all and also undertake training to IT staff of GMDC on usage of the expanded solution.
- Develop demo scenarios and training will take place in a classroom environment with power-point presentations, Q&A sessions and revision sessions for which service provider has to prepare all the necessary documents as part of the training's module.
- Training will be conducted at a centralized location/ at Mine site as suggested by GMDC. GMDC shall provide the necessary IT, Non-IT infrastructures and any other requirement for smoothly conducting the training.
- The training should be focused on usage of devices and software.
- The mandatory training (functional and technical) to the GMDC business and IT team shall be provided to the satisfaction of the GMDC management. In case the training is found to be unsatisfactory, the training duration shall be suitably extended at no extra cost to GMDC. The training shall be conducted in the GMDC premises. However, in case of additional requirement of training post signoff of the initial training period, it has to be provided additionally by the bidder on man-day basis.

The service provider shall prepare user manual & training manual in English, Gujarati and Hindi along with various manuals including Systems Administration Manuals, Installation Manuals, Operational Manuals and Maintenance Manuals.

## **2. Functional Specifications of the new Digitalized System**

This section describes functional specification and end use requirements for different components within scope of this RFP. The functional specifications shall be the base requirement understanding given to bidders, however GMDC expects the service provider to on-board best practices and enable a highly integrated and digitalized operations environment. The service provider shall adhere to the following but not limited to the requirements for the mine digitalized system.

### **A. Functional Requirements of the Hardware Components:**

The functional requirements of the required hardware components are elaborated below:

- **CCTV** - CCTV cameras shall be installed at strategic positions with maximum viewing angle. Cameras shall take the snapshot of the front view and top view of the mineral carrying Vehicles at the appropriate area at the weighbridge. The front view Imagery shall be used to determine the vehicle number while the top view will capture Imagery of the mineral storage bed.
- **RFID Reader and Antenna** - RFID readers stationed at the checkpoints are used to authenticate the tags on the windshields of the trucks. RFID based fast tags shall serve as

an identification of the lignite carrying vehicle. Readers only shall be utilized for capturing unique RFID number from the Fastag.

- **Boom Barriers** - These shall be installed at all checkpoints and tracking points to control the access of lignite carrying vehicle to weighbridge. Only trucks with valid fast tag shall be allowed to pass through the boom barrier.
- **Public Announcement (PA) System** - The PA system receives input from the RFID readers and accordingly guides the truck into correct positioning on the weighbridge. PA systems shall guide the vehicle to be aligned on the weighbridge for optimum weighment. The PA system shall also announce the weight of the materials carried by the vehicle.
- **Traffic light** - Traffic lights will be installed near the boom barriers at the entry gate & exit gate of the weighbridges to guide the mineral carriers on and off the weighbridge. This facilitates efficient queuing and vehicle management.
- **LED Display** - The LED display will be mounted on pole / weighbridge cabin near the weighbridge. It shall display the vehicle details and the captured weight. The jumbo LED display shall be mounted near the Loading Point and Truck Waiting Area. It shall display the safety measures and information on queuing of trucks inside the mines.
- **Controller** – The controller shall collect data from various devices and systems deployed across the respective checkpoints and integrates data from disparate sources into mine digitalization software. It shall act as interface between the dispatch application and hardware for passing commands.
- **Thermal Printers** – The thermal printers to be installed at Entry checkpoint and Exit checkpoint. The consumables for the printers are to be managed by the service provider except the paper. The paper shall be provided by GMDC. The service provider is expected to use the thermal printer as per the requirement of the check gate in the mine circuit.
- **Ultrasonic Sensors** – Ultrasonic sensors shall be deployed at strategic positions on the weighbridge, which detect if the mineral carrying vehicle is optimally positioned for weighment on Weighbridge.
- **WAN – Radio Links** – The WAN radio links are to be installed along with towers, lightning arresters and all type of ancillary components required for
- **Regarding Placement/ Fitting of Hardware components in the mine area** – All equipment's installed should be properly placed and should be secured, aesthetic, convenient for maintenance, healthy from operational & fault liability point of view and follows standards (Industry and/or recognized authority) wherever applicable. It will include placement of all switches in suitable racks, fitting of cameras on wall/ceiling/corners/poles/brackets etc., other hardware including power supplies in suitable racks/enclosures/stands etc. suitable enclosures, if any needed, then it should be responsibility of the Service Provider. The cost pertaining to such enclosures/ wiring shall be included in the installation and commissioning cost.
- **Regarding Internet connectivity inside the mines:** Internal wireless link from central mine location to respective checkpoints shall be provided by the vendor with adequate speed using the Radio Link. GMDC will provide redundant 5 MBPS MPLS at centralized mine location. Only text data is transferred to the digitalization software and image data will be stored locally NAS (network attached storage).

- **Regarding laying of cables in the mine area** – HDPE pipes should be joined with proper couplers and any other associated accessory required for the purpose should be supplied with the cables. The ends of HDPE pipes also should be properly sealed. The installation/maintenance of HDPE pipes should be done using proper tools.
  - i. Where due to Technical reason, the depth of Cable laying is not achievable, the same is to be brought to the notice of the concerned GMDC's Project Engineer-In - Charge/Site in-charge at the respective sites & his/ her consent be taken. This aspect is to be mentioned in the final installation drawings to be submitted by the successful bidder after completion of the installation work, where locations with insufficient depth of cable laying are to be marked/ indicated.
  - ii. Suitable Joint Boxes should be placed where through/branching of such cable is necessary. Such Joint boxes should be suitably rugged and safely placed.
  - iii. Proper filling and dressing of the surface must be ensured for underground cable laying. Clearly visible G.I./ Cement concrete Cable Markers should be placed and suitably fixed along the underground Cable route at an approx. distance of 100m or less.
  - iv. Proper documentation should be prepared for Cable layout indicating detailed layout of cables installed underground, mentioning their location/distance with reference to nearby fixed structures or walls, approximately at every 20 mtr/ turnings etc. for easily locating the buried cables afterwards.

Wiring/cabling standard: All wiring/cabling/ terminations/ patches must follow TIA (Telecommunications Industry Association) and the EIA (Electronic Industries Association) standards wherever applicable. All cabling should have proper non-perishable identification at the terminals for easy tracing. Proper documentation with diagram should be made for all wiring/cabling/terminations. All indoor wirings/cablings should be properly secured, duly terminated, easily maintainable and aesthetically visible with proper casing.

## **B. Functional Requirements for the Applications:**

The minimum Functional requirements for the solution is specified below.

### **1. Regarding Transporter Application**

- Below are the minimum functionalities/ characteristics of the transporter application:
  - Registration of the transporters in this module
  - Centralized transporter profile management with trucks and driver details.
  - Customer Portal and Government regulatory portals – Saarthi & Parivahan integration
- Transporter module to have the following details:
  - Driving License of driver
  - Fitness Certificate & its Validity
  - Insurance Details & its Expiry
  - Fleet & driver management
  - Truck verification from Parivahan portal

- Fetching details of respective customer's booking from customer portal to the assigned transporter in the transporter module.
- Transporter assignment in customer portal and acceptance of such assignment by Transporter in Transporter Module.
- After acceptance , the transporter shall have the option to tag the mineral carrying vehicles and drivers to the DO number. Upon such tagging, the system generated Loading Slip (LS) shall be generated. Each Truck shall come with print of this loading slip to mine site.
- Validation of Truck and driver details shall be done from government regulatory portals – Parivahan and Saarthi portal respectively.
- Option shall be available to modify the driver details at the entry gate as per actual verified driver data.
- Loading Slip shall be available with trip details, Driver details, vehicle details and DO details in the application.
- Capture Transporter declaration for authentication and verification of Vehicle and Driver assigned.
- Transporter shall be able to view and track the updated and timestamped status of any of the loading slips against booking tagged to the transporter.
- Transporter shall access different MIS report and dashboard regarding booked dispatch status.
- Transporter shall be notified on the vehicle non-compliances/violations during trip start to trip close.
- Loading Slip cancellation process shall be available to transporter before mines entry of vehicle.
- If the vehicle is blacklisted due to any condition, then Loading Slip shall not be generated.
- System shall have the provision for GMDC to stop/suspend/hold a dispatch with a specific DO number due to any reasons prevalent at the field. This would prevent the transporter from tagging vehicles to the Delivery Order. The system shall notify/alert the transporter and the concerned customer whenever this provision is invoked by GMDC.

## **2. Regarding Dispatch System**

- Below are the capabilities/characteristics of the dispatch application:
  - Auto population of Truck and other relevant information data from ERP based on unique RFID tag no. and linking the Transporter and trucks to respective DOs ,
  - Capability to capture (1) RFID data using the RFID readers (2) camera feed data of laden and un laden trucks at entry and exit weighbridge checkpoints respectively and (3) Weighment of Truck at Entry and entry and exit weighbridge checkpoints respectively.

- Provision for maintaining the event log sheet vehicle wise. Alert generation in system in case of deviation from truck circuit.
- The application should be capable for showing the position of the vehicle on software using map and track on real-time basis within the Mine premise.
- The application shall have provision for maintaining the event log sheet vehicle wise.
- The application shall have truck movement events master maintained for recording site wise defined sequence of the events.
- The application should be capable of tracking any vehicle within the Bhavnagar mine area if it is not moving as per the defined movement sequence, then the system should generate alert in Control Centre or system shall notify through reports and alerts.
- The application should be capable of reading Fastags and required information.
- The application should be integrated with Vahaan portal and Saarthi portal for verification of truck and driver details.
- The application should have capability to generate proper truck wise report with all movement details inside the mine area.
- There should be provision to capture the camera feed.
- The application should process the required camera feeds and alert and information should be provided as on required.
- The application shall have compatible mobile apps developed which will have the all functionality of the web version.
- The required application should be developed with latest technologies and should be open with integrations with other applications/portals like ERP and third-party applications of Government to retrieve the required information.
- The captured data may need to be integrated with various internal & external such as weighment details, trip details etc.
- Customized Source Code of the application shall be under the ownership of GMDC and should be handed over to GMDC after the end of the contract period.

### **3. Regarding Autonomous Weighbridge Operations:**

The autonomous Weighbridges solution should be deployed at each weighbridge for controller-based autonomous weighment operation. The system must be integrated with concerned CGM system (for royalty deduction, as required) to store tare weighment/ gross weighment details.

Following activities shall be carried out for this operation.

- a) Tare weight weighbridge Operation
  - Provision to capture vehicle details using RFID readers at the weighbridge.
  - Installation of PA system for public announcement to guide truck for proper placement for weight capture.

- Installation of traffic lights and boom barrier at the start and end weighbridge to control the movement of vehicle.
- Provision to display the truck details, tare-weight in the LED display.
- Provision to control the vehicle position by using ultrasonic sensors before capturing the weight to ensure the vehicle is in a stable position & within the weighbridge
- Provision to capture the Tare weight of the truck after positioning.
- Provision to capture tare weight data from weighbridge system.
- Provision to capture the top view and front view of truck by using Cameras.
- Provision to capture the in-time and out time in the system.

b) Gross weight Management

- Provision to capture vehicle details using RFID readers at the weighbridge.
- Installation of PA system for public announcement to guide the driver
- Installation of traffic lights and boom barrier at the start and end weighbridge to control the movement of vehicle.
- Provision to control the Vehicle position by using ultrasonic sensors before capturing the weight to ensure the vehicle is in a stable position & within the weighbridge
- Provision to calculate the loaded mineral quantity against permitted quantity and display the output in the display system.
- If the vehicle is underload/overload, the Public Announcement System shall instruct the Quick Dispatch System Operator for weight adjustment.
- If the vehicle carries permitted quantity, system display a green light, Open the boom barrier and allow the truck to move out.
- Option to capture the in-time and out time in the system

**C. General Functionalities of the Mine Digitalization Solution:**

Applications related

- a. The service provider shall ensure that the software and devices are configurable with Apple and Windows make desktops at all the checkpoints.
- b. All the solution data from different devices shall be linked with system to generate any type of reports.
- c. The solution shall be capable for capturing the Tare Weight Weighbridge operations, Gross Weighbridge operations from the digitizer installed at the checkpoint into the software.
- d. The solution shall be capable of recording mismatch in reading in Digitizer with the actual weighbridge weighment and generate an alerts for that.
- e. The solution should be secure from Cyber Threats with proper cyber security using Anti-Virus at the PC and Cloud DC level. The Service Provider shall be responsible for providing Anti-Virus, access control and proper security system.
- f. The entire system should work seamlessly to ensure prevention of unauthorized entry / exit of Trucks/ Tippers in the mines, using the RFID Based Boom Barriers, CCTV Cameras and other equipment specified in the BoQ.
- g. The Boom Barrier System should have a manual override to open the Boom Barrier gate in only exceptional circumstances when there are technical errors in operation of the boom barrier. In all such cases, the system shall maintain the video records of duration

- and reason for breakdown/non-operation.
- h. The RFID Fastags shall be reprogrammable. If any tag is destroyed or lost, fresh tag of the same type shall be issued from the issuance kiosk with record of reasons & details as per previous tag. Lost & mutilated tags will be deactivated prior to activation of new tags.
  - i. Any License, Clearance required to be granted in the name of GMDC for installation to this system will be the responsibility of the successful bidder. However, GMDC will assist in signing the forms etc. required to be filled up for the purpose, if any, and pay for any statutory/royalty payment to government authority. Normally all licenses/clearance should be for lifetime. Where any such License/clearance is time bound, the period of License/Clearance should be for a minimum period of four (4) Years from the date of installation & commissioning.
  - j. Generate the alert as per GMDC's requirements, using methods such as email, SMS or any other method approved by GMDC.
  - k. SMMS should have the following features:
    - a. The SMMS shall be customized for GMDC, and the monitoring parameters shall be approved by mutual agreement with GMDC before the start of the CAMC period in line with the requirement of the RFP.
    - b. The SMMS shall be capable to monitor the overall state of the deployed hardware, its systems and its usage with user experience as well.
    - c. The SMMS shall have well designed customized dashboards for key performance measures and their interpretation for issues identified in the applications.
    - d. The SMMS shall detect problems like devices not working or devices are crashed and send an alert to the appropriate stakeholders.
    - e. It must provide flexibility of logging, viewing, updating and closing incident manually via web interface along with historical data inputs.
    - f. All the reports from the tool shall be system generated reports as required by GMDC.
    - g. SMMS shall be capable to detect any cyber security threats to the application.

*Scalability related additional features*

- l. The developed solution shall be scalable enough to include and integrate with the sensors fitted in excavators project also at later stage across multiple mines of GMDC.
- m. The project shall be scalable enough to integrate with mine visualization and analytics platform also at later stage for each respective mines.
- n. The Service Provider shall ensure scalability and compatibility of all hardware systems and software systems as per the terms set forth in this RFP Section IV: Scope of Work.
- o. The Service Provider shall have to coordinate with the Authority appointed Cloud Partner in achieving the smooth integration of all components data and software systems with the ERP system.
- p. The service provider shall note that the mine digitalization solution and its developed applications shall be scalable for catering to 20,000 trucks per day per mine.

*Hardware item and installation related*

- q. The Service Provider will be fully responsible for the quality of the items supplied, quality

of Workmanship and their statutory licenses, Aesthetics, quality of Integration of various components of the System, user-friendliness of the System, maintainability of the System and ensuring satisfactory achievement of the objectives of the System as explained in various clauses here and the Scope of Work.

- r. All the Hardware components like Cameras, LED displays, Boom barriers, RFID readers etc. should be in the product line of the respective OEM/developer proposed by the Service Provider and should not be obsolete, discontinued, end of sale, end of life or stoppage of service support for the product before the last date of submission of the bid.
- s. All Items/ Subsystems (e.g. Camera, Radio Link, handheld reader device etc.) should be supplied with suitable accessories including required cords for Power Supply and Network Connection, Fixing/ Placement arrangement etc. as applicable, even if the same are not specifically mentioned in BOQ/Technical Specifications.
- t. With respect to camera;
  - The Service Provider shall maintain 60 days of back up of images captured through bullet camera and provide access to GMDC Project office at Mine. The archival data from each camera should be stored in a hard disk of GMDC throughout the contract period.
  - The camera installed at check point should recognize the number plates of vehicles with accuracy rate greater than 90%, subject to visibility of the number plates of vehicles going through the Boom Barriers at Gates and also shall capture the top view of the vehicle with complete footage of the truck storage bed.
- u. For installation of equipment and other items, the work of site preparation, underground cable laying complete with junction boxes and terminations, mounting arrangement for equipment, concreting etc. has to be done.
- v. All Items installed outdoor should be sufficiently robust and should be suitably corrosion resistant, weather tolerant and vandal resistant, even if not specifically mentioned in the RFP document.
- w. All moving Items should be of high quality with high longevity, smooth operation, very low wear and tear, temperature controlled, no noise, and manufactured for continuous operation, wherever applicable.
- x. The Service Provider shall take necessary precautions to ensure that there is no damage to existing equipment in any form. In case of any damage, restoration of the same within least possible time is to be ensured by the successful bidder.
- y. Placement for all outdoor/indoor equipment should be done to ensure reasonably good protection.
- z. Aesthetics, proper finishing, Maintainability and Longevity aspects are of vital importance and should be duly taken care of by the Service Provider during installation.
- aa. All materials including Software should be supplied with associated accessories.
- bb. Lightning Arresters, Chemical Earthing, including Earth Pit Digging shall be provided by the Service provider, wherever required without any additional cost to GMDC.
- cc. The Service Provider will ensure proper survey for erection of poles, masts, etc. and also arrange for all tools/tackles, testing instruments, software etc., required for installation and testing of the system.
- dd. Stock sufficient spare of 10% for all hardware, accessories, instruments etc. to replace any defected items during the warranty period shall be kept with the service provider.
- ee. Any additional item, accessories and related jobs necessary for completion of the installation as per scope of work, will be presumed as included even if not specifically

mentioned in BOQ/RFP, and the successful bidder will provide them without any extra cost.

### 3. Technical Specifications of the new digitalized system

The technical specifications section provides detailed specifications for hardware, communication and interfaces required to achieve the objectives of the project. These are the indicative and minimum technical specifications mentioned for the required components. However, the service provider shall bring in the devices with higher specifications as well in order to have a best in class hardware component.

#### 1) Boom Barrier

Motorized Boom barrier with 3/3.5 Meter Arm, IP Based

Sr. No.	Specification	Details
1.	Application	Outdoor
2.	IP Rating & Wind Speed Rating	IP54
3.	Housing	Barrier Housing Unit: Powder Coated Boom: Powder Coated White with Red reflective strips preferably with SS304 / SECC base trim
4.	Housing Dimension	Modular
5.	Protection	All Housing and internal parts shall be rust & corrosion free metals or alloys of high strength with suitable Epoxy coating as applicable.
6.	Boom Specifications	Boom should be preferably connected with Barrier in two parts to save the Barrier main unit with swing-away feature in case vehicle hit the Boom Arm.
7.	Interfaces	RS485 interfaces
8.	Compliance and Safety	Compliance to CE. Adherence to Safety Requirements of the EMC Directive 2004/108/EC, Low Voltage Directive 2006/95/EC or better and The basic requirements of the Machinery Directive 2006/42/EC or better.
9.	Integration	Shall function in integration with Fastags (smart cards), proximity reader-based access control systems etc
10.	Power Supply	230+/- 10% VAC
11.	Power Frequency	50 Hz
12.	Electro-motor rating	20-30 VDC

Sr. No.	Specification	Details
13.	Boom Length	3/3.5 meter ( Min )
14.	Boom Opening Time	Less than 5s
15.	Running Noise	< 60-75 dB
16.	Duty Cycle	100%. Barriers should work 24 Hrs*7 *365 days without any resting time.
17.	Operating Temperature	0°C to +55°C
18.	Humidity	10% to 95% (Non-Condensing)
19.	Communication	Relay Interface to connect with any Access Control or R.F. Identification Reader device.
20.	Certification	TUV certificate For Opening & Closing time Certification for Ingress Protection EMC Test report

## 2) Traffic Signal

Sr. No.	Specification	Details
1.	Power	12VDC
2.	Description-Two color – Red and Green	Stop/Go -Red and Green Traffic Light
3.	Type	High Brite
4.	Housing	200MM/300MM-Standard
5.	LED	High bright LED's max up to 4 should be used as central source
6.	Rating	IP56 or higher
7.	Power Consumption	14W or better
8.	Temperature	0 ° to +55 ° degree Celsius
9.	MTBF	should be > 50,000 hours
10.	Interface	Digital Output/ RS232/ RJ45 Ethernet Port
11.	Certification	EN12368 Certified from EN certified lab or equivalent

## 3) LED Display at Weighbridges

<b>Sr. No.</b>	<b>Specification</b>	<b>Details</b>
1.	Type	LED, Red Color
2.	LED Intensity	5500 mCD or higher
3.	Visibility Range	More than 20 meters
4.	Refresh Rate	50 Hz – 100 Hz
5.	Display	should display text and graphic messages using Light Emitting Diode (LED) arrays on SMD technology
6.	Display support	true type fonts and adjustable based on the Operating system requirement
7.	Size	24" X 6" or above
8.	Temperature	0 to 55 degree Celsius
9.	Language	English & Numeric

**4) IP Bullet Camera**

<b>Sr. No.</b>	<b>Specification</b>	<b>Details</b>
1.	Image Sensor	Progressive scan CMOS
2.	Min. illumination	0.002 Lux@F1.6 (Color, 30 IRE)
3.	Image Resolution	4 Megapixel (1920 x 1080) HD resolution
4.	Lens	Varifocal f2.8mm-12mm
5.	Day & night	IR 50M
6.	Wide dynamic range	Yes
7.	Backlight compensation	Yes
8.	Video compression	H.264 / MJPEG
9.	Frame rate	30fps (1920 x 1080), 30fps (1920 x 1080)
10.	Image settings	Saturation, brightness, contrast adjustable, Digital Zoom through client software
11.	Alarm trigger	Motion detection, tampering alarm
12.	Protocols	TCP, UDP, HTTP, HTTPS, DHCP, PPPoE, RTP, RTSP, IPv4, Ipv6, DNS,DDNS, NTP, ICMP, ARP, IGMP, SMTP, FTP, UpnP, SNMP, Bonjour
13.	IP66,weatherproof	Yes
14.	POE	Yes
15.	Onboard Storage	Built-in Micro SD / SDHC / SDXC card slot, up to 64 GB
16.	Vandal proof	Yes
17.	Model & Version	Latest version and technology incorporated

**5) Outdoor Horn Speaker**

Sr. No.	Specification	Details
1.	Speaker	Minimum 30 Watts
2.	Protection	IP66 and preferably IK10
3.	Frequency range	350 to 10Khz
4.	Maximum Sound pressure level	@1 m – 110 db or above
5.	Operating Temperature	-10 to + 55 C
6.	Construction	ABS Self Extinguishing

#### 6) Audio Amplifier

Should have the capability to control individual Public Address System (PAS) i.e. to make an announcement at select location (1:1) or multiple locations (1: many). The PAS should also support both, Live and Recorded inputs

Sr. No.	Specification	Details
1.	Amplifier	120 Watt or above RMS
2.	Output	Stereo
3.	Power Supply	180-240 V mains input supply
4.	Frequency Response	70 Hz to 15000 Hz for Amplifier or better
5.	Interface	3.5 mm Jack
6.	Operating Temperature	-10 to + 55 C
7.	Control	Volume, ON/OFF
8.	Speaker	Minimum 3 Speakers 30 W capacity per location. Line Monitoring Facility for speakers
9.	Inputs	Minimum 2 Inputs and 1 Output relay contacts in Amplifier for connecting external beacon
10.	Compliant	CB/CE/EN/UL and BIS/IEC

#### 7) Pole

Sr. No.	Specification	Details
1.	Structure	Free standing 8 sided octagonal, tapered structured
2.	Height	10, 20, 40 Ft
3.	Size of pole	Top 70mm X Bottom 130mm
4.	Thickness	3 mm
5.	Base plate	220 x 220 x 10mm
6.	Foundation Bolt	M16x450mm
7.	Usage	Lighting and holding camera, RFID reader and Antenna and Public Announcement system

Sr. No.	Specification	Details
8.	Wind loads for design	As per IS-875
9.	Metal protection	Hot Dip galvanized confirming to BSEN ISO 1461

### 8) Integrated RFID Reader and RFID Antenna

Sr. No.	Specification	Details
1.	Read Range	10 meter or more
2.	Ports	Integrated Unit
3.	Processor	Dual Core ARM7 Cortex-A9 or better
4.	Memory	4 GB eMMC (Flash) / 2 GB (RAM)
5.	Application	Dense tag environments
6.	Reader Housing	IP-65 or better
7.	Connectivity	Gigabit Ethernet (RJ45)
8.	Operating Temp	-10°C to +55°C
9.	ISO standard	ISO 18000-6C/63 - EPC C1G2
10.	Power Output	10 - 30 dBm, 1 dBm steps or better
11.	Specific Absorption Ratings	FCC or equivalent
12.	Humidity	5% to 95% non-condensing
13.	Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
14.	Regulatory Compliances	RoHS, WEEE
	ANTENNA	
15.	Accessories	Integrated Antenna
16.	Frequency and Gain	865 - 867 MHz or better
17.	3db Beam width	H : 40°, V : 40° or better
18.	RFID reader software	Customized as per the requirement.

### 9) Controller

Sr. No.	Specification	Details
1.	Processing Unit	Octa-Core with 64 bit Processor
2.	eMMC	16 GB
3.	RAM	2 GB (minimum)

Sr. No.	Specification	Details
4.	<b>Audio and Voice</b>	3.5mm Audio Jack, MEMS Mic
5.	<b>Display Interface</b>	HDMI/VGA, (Must support USB:Type C 3.0,Type B 2.0 OTG and Type A 2.0)
6.	<b>Electrical Characteristics</b>	
7.	<b>Supply Voltage</b>	3.55V~4.4V
8.	<b>Type</b>	3.8V Type
9.	<b>Extended Temperature</b>	0°C ~ +50°C
10.	<b>Protocols</b>	I2C x 5, UART x 3 (RS485, RS232, WiSUN interface and Debug UART), SPI x 2,WLAN: 2.4G/5G, 802.11a/b/g/n/ac and NFC
11.	<b>Bluetooth</b>	Yes 4.1
12.	<b>Interface</b>	Micro SIM, Micro SD, Ethernet

#### 10) Handheld RFID Reader

Sr. No.	Specification	Details
1.	RFID standards	EPC Class 1 Gen 2 / ISO 18000- 6c, ISO 18000-63
2.	Read rate	As fast as 700+ tags/sec
3.	Nominal read Range	20+ ft./ 6+ m
4.	Frequency Range / RF Output	865 - 868 MHz / 920 - 925 MHz / 902 - 928 MHz
5.	Drop Specification	Minimum 4 ft./1.2 Meter
6.	Operating Temp	-10°C to 50°C
7.	Storage Temp.	-10°C to 60°C
8.	Sealing	IP52 or better
	<b>Android Data Terminal</b>	
9.	Compatibility	Should be from same OEM as that of the RFID for complete compatibility
10.	Display	5.0 in. color HD (1280 x 720) or better; LED backlight
11.	Power	Rechargeable Li-Ion Standard battery: ≥ 3300 mAh/12.54 Wh
12.	Expansion Slot	One 32 GB micro-SD slot or better
13.	SIM	Optional 1 SIM slot

Sr. No.	Specification	Details
14.	Network Connections	WLAN, WPAN, USB 2.0 hi-speed (host and Client) or integrated
15.	Memory	2 GB RAM/16 GB Flash memory or better
16.	Sealing	IP65 or better
17.	Charging	Normal charger from the same OEM to be provided
	<b>RFID reader software</b>	
18.	Software	From same OEM

### 11) Ultrasonic Sensors

Sr. No.	Specification	Details
1.	Input Voltage	5V
2.	Current Draw	20mA (Max)
3.	Digital Output	5V
4.	Working Temperature	-15°C to 70°C
5.	Sensing Angle	30°C
6.	Angle of Effect	15°C
7.	Ultrasonic Frequency	85kHz
8.	Range	2cm – 400cm
9.	Dimensions	Length: 43mm Width: 20mm Height (with transmitters): 15mm

### 12) WAN Radio Link

Sr. No.	Specification	Details
1.	Processor & Memory	Qualcomm 750MHz CPU, MIPS 74Kc or Better 128 MB DDR2 RAM, 16 MB Flash or Better
2.	Interface	1 10/100/1000 Mbps Shielded Ethernet Port (LAN/POE) 1 Reset Button
3.	Antenna Gain	23 dBi
4.	Wireless Standards	IEEE 802.11a/n/ac
5.	Wireless Speeds	Up to 867 Mbps (80 MHz, Dynamic) Up to 400 Mbps (40 MHz, Dynamic) Up to 173.4 Mbps (20 MHz, Dynamic)

<b>Sr. No.</b>	<b>Specification</b>	<b>Details</b>
6.	Frequency	5.15–5.85 GHz
7.	Network Configuration	WAN: Static/ Dynamic/ PPPoE LAN: Static/ Dynamic/ DHCP Forwarding: ALG/ UPnP/ Virtual Server/ Port Trigger Security: SPI Firewall/ Ping Forbidden/ DoS Protection Access Control Static Routing Bandwidth Control IP & MAC Binding
8.	Wireless Configurations	Selectable Channel Width: 20/40/80MHz Auto Channel Selection Transmit Power Control Dynamic Frequency Selection(DFS) WDS Enable/ Disable Security: WPA/WPA2, WPA-PSK/WPA2-PSK (AES/TKIP) Encryption, SSID Broadcast Enable/ Disable Multi-SSID with VLAN Tagging(AP Mode only) Interval/ AP Isolation/ Short GI/ Wi-Fi Multimedia Long Range PtP
9.	Certification	CE, FCC, RoHS, IP65, IC

### 13) L2 Network Switch

<b>Sr. No.</b>	<b>Specification</b>	<b>Details</b>
1.	Port Density	POE
2.	Performance	The switch should have min. 128 Gbps of switching capacity, min. 95 Mbps of Packet Forwarding and 9KB Jumbo frame support and Non-blocking for all packet sizes and min 16K MAC address
3.	VLAN support	VLAN Group - Max 4K VLAN Groups 802.1Q Tagged VLAN MAC VLAN: 7 Entries Protocol VLAN: Protocol Template 16, Private VLAN, GVRP
4.	Multicast	IGMP Snooping- IGMP v1/v2/v3 Snooping, Fast Leave, IGMP Snooping Querier, IGMP

Sr. No.	Specification	Details
		Authentication, IGMP Authentication Multicast Filtering: 256 profiles and 16 entries per profile
5.	L2 Protocol	Link Aggregation - static link aggregation, 802.3ad LACP, Up to 8 aggregation groups, containing 8 ports per group Spanning Tree Protocol - STP,RSTP,MSTP STP Security: TC Protect, BPDU Filter, Root Protect Loopback Detection - Port based, VLAN based Flow Control - 802.3x Flow Control Mirroring - Port Mirroring, CPU Mirroring IPv4/IPv6 Interfaces, Static Routing, Static ARP, DHCP Server, DHCP Relay, DHCP Interface Relay, DHCP VLAN Relay, DHCP L2 Relay
6.	Mountable	19" Rack Mountable
7.	Security	The switch should support Secure, encrypted Web and CLI management with SSHv2 and SSL, Radius accounting, ACL, TACACS+, Port security (limited/dynamic), IEEE 802.1x , Guest VLANs, Dynamic VLANs, Support open standard NAC or equivalent, Per- port MAC address limiting and lockdown.
8.	Quality of Services	Support for 802.1p, DSCP, Rate Limiting, Voice VLAN, Strict Priority, WRR (Weighted Round Robin) or equivalent, 8 Priority Queues.
9.	Management	Web-based GUI, Command Line Interface (CLI) through the console port, telnet, SNMP v1/v2c/v3, CPU Monitoring, Cable Diagnostics, EEE, Password Recovery, Sntp, System Log
10.	Environment	Operating Temperature Range: 0°C to 50°C
11.	Certification	CE, FCC, RoHS

#### 14) 6KVA Online UPS

Sr. No.	Specification	Details
1	Power rating	6000VA/6KVA
2	Input voltage range	Half load (110-300) + 5VAC Full load (176-300) + 5VAC

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

<b>Sr. No.</b>	<b>Specification</b>	<b>Details</b>
3	Input Frequency	46-54 Hz or 56-64 Hz
4	Current Crest Ratio	3:1
5	Output Voltage	240 VAC ( configurable 208- 240VAC)
6	Output frequency	46-54 Hz or 56-64 Hz (On Mains) 50/60 Hz $\pm$ 0.1 Hz (On Battery)
7	Waveform type	Pure sinewave
8	Interface ports	Serial RS-232, USB (type B), Intelligent Smart-Slot SNMP Card to be provided with UPS
9	Control panel	LED indicators, multi-function LCD, status and display console
10	Operating temperature	0°C to 50°C
12	Relative humidity	0 to 95% non-condensing
13	Protection class	IP 20
14	Recharge time	Minimum 8 hours to recover or better

## SECTION V: LIST OF DELIVERABLES AND ITS TENTATIVE TIMELINES

As part of the project scope, service provider shall follow the below timelines with the deliverables list as per the defined scope of work activities.

Sr. No	Timelines and Deliverables (Bhavnagar)	Timelines
1)	Signing of Agreement (within 30 days from LOA)	T
2)	Project kick-off meeting	T+7 days
3)	Site visit and requirements study at Bhavnagar mine - AS IS Assessment Report	T+21 days
4)	SRSD Study - System requirement study documents - Optimized BOQ - Development of forms - Business processes - Continuity plan during the implementation of the system. - Testing plan, Detailed diagram with functionalities of the complete solution	T+3 months
5)	Approval from GMDC for Solution design and SRSD	T+3.5 months
6)	- Installation and commissioning of solutions on site - Integration with regulatory system used by government - Integration with existing ERP	T+6 months
7)	User Acceptance Testing and Go-Live	T+6.5 months
8)	Warranty period of One Year - of which First 6 months shall be Stabilization period	T+18.5 months
9)	Trainings Training manuals and user guides	T+9 months
10)	Comprehensive Annual Maintenance Contract (CAMC) Period	48 months from end of Warranty Period.

## SECTION VI: SERVICE LEVEL AGREEMENTS

In order to maintain and improve the quality of the Mine Digitalization Solution, the authority shall monitor the service provider's performance through a comprehensive service level described in this section.

The Service levels specified in this section shall have to be adhered to by the service provider during the Implementation period and maintenance period.

It is to be noted that the list of identified performance parameters is not exhaustive and can be added/ modified during the course of Contract as per mutual agreement of Authority and Service Provider. Further the Damages payable for breach of SLAs specified hereunder shall be limited to 10% of Contract Price/ Contract Value/ Bid Value/ Awarded Price.

Information for evaluation of the SLA Parameters shall be collected through System generated Reports from the tool, manual inspection, issue logged through call centre/helpline/emails, and other tools.

The SLAs are categorized into two parts as below.

- A.** Delay in Supply, Installation and Go Live
- B.** Default in Performance during the Warranty and Annual Maintenance Period. During the Stabilization Period of first six months, the SLAs penalty specified in this section B shall not become applicable.

Each of above are further described below.

**A. Delay in Supply , Installation and Go Live**

Sr. No.	Service Level Description	Milestone	Damages
1.	Delay in Installation and Commissioning	As per Project Timelines Milestones	Damages equivalent to 0.5% of Value of Contract Price excluding AMC charges (i.e. Value of Supply, installation and Commissioning) per week of delay subject to maximum of 10% of Value of Contract Price excluding CAMC charges. Minimum 3 days will be counted as week for determination of week.

**B. Default in Performance during the Warranty and Annual Maintenance Period**

Sr. No.	Service Level Item	Description	Target Service Level	Measurement Period	Damages
1.	Availability of Mine Digitalization Application (Both Modules)	Mine digitalizing Application shall be available without any glitch	99.9%	To be measured Daily but Quarterly average shall be considered for calculation of Damages	<ul style="list-style-type: none"> <li>- If availability is <math>\geq 95\%</math> but <math>&lt; 99.9\%</math> then damages of INR. 20,000 shall be applicable</li> <li>- If availability is <math>\geq 90\%</math> but <math>&lt; 95\%</math> the INR. 35,000 shall be applicable</li> </ul> <b>For Lower than 90% :</b> For every fall of 0.5% in availability, the damages shall increase by additional Rs. 5000 over INR 35,000.
2.	Controller	Controller shall be available with accurate performance	99.9%	To be measured Daily but Quarterly average	<ul style="list-style-type: none"> <li>- If availability is <math>\geq 95\%</math> but <math>&lt; 99.9\%</math> then damages of INR. 5,000 shall be applicable</li> </ul>

Sr. No.	Service Level Item	Description	Target Service Level	Measurement Period	Damages
				shall be considered for calculation of Damages	- If availability is $\geq 90\%$ but $< 95\%$ the INR. 8,000 shall be applicable <b>For Lower than 90%</b> : For every fall of 0.5% in availability, the damages shall increase by additional Rs. 500 over INR 8,000.
3.	Resolving major Software Bug/ Glitch	Any glitch logged/ registered shall be resolved within the target date	1 day	To be measured Daily but Quarterly average shall be considered for calculation of Damages	For each day of delay in fixing the raised Software bug/ glitch, a penalty of INR 10,000 shall be applicable.
4.	Availability of RFID reader	RFID shall be available with arcuate performance	99%	To be measured Daily but Quarterly average shall be considered for calculation of Damages	For every decrease of 0.50% in availability of the device in a quarter, a penalty of INR 500 shall be imposed.
5.	Availability of Traffic Light	Traffic light shall be available with arcuate performance	99%	To be measured Daily but Quarterly average shall be considered for calculation of Damages	For every decrease of 0.50% in availability of the device in a quarter, a penalty of INR 500 shall be imposed.

Sr. No.	Service Level Item	Description	Target Service Level	Measurement Period	Damages
6.	Availability of LED Display	Information (service) displays shall be available for all Vehicles to view without delay in the frequency mentioned	99%	To be measured Daily but Quarterly average shall be considered for calculation of Damages	For every decrease of 0.50% in availability of the device in a quarter, a penalty of INR 500 shall be imposed.
7.	Availability of Bullet Camera	The Bullet camera shall be available and work without deteriorating quality of Video feeds (Bad feeds due to Video Jitter, dim, blurred, unfocused, obstructed feeds)	99%	To be measured Daily but Quarterly average shall be considered for calculation of Damages	For every decrease of 0.50% in availability of the device in a quarter, a penalty of INR 500 shall be imposed.
8.	Availability of Boom Barrier	Boom barrier shall be available with accurate performance	99%	To be measured Daily but Quarterly average shall be considered for calculation of Damages	For every decrease of 0.50% in availability of the device in a quarter, a penalty of INR 1000 shall be imposed.
9.	Availability of Thermal Printer	Thermal Printer shall be available with accurate performance	99%	To be measured Daily but Quarterly average shall be considered for	For every decrease of 0.50% in availability of the device in a quarter, a penalty of INR 1000 shall be imposed.

Sr. No.	Service Level Item	Description	Target Service Level	Measurement Period	Damages
				calculation of Damages	
10.	Availability of Manpower for maintenance	Availability of Manpower on Site	Daily 100%		The penalty for Per day absence at site is INR 500/ day per person. Penalty for the absence for half day shall be INR 250 per person shall be applicable.

Uptime shall be calculated using the formula provided below;

**Uptime Calculation for the Quarter:** (Actual Uptime Hours in the Quarter + Scheduled Downtime in the Quarter) / Total No. of Hours in the Quarter] x 100}

Schedule down time in a Quarter shall be decided by the Authority and the Service Provider in consultation with each other.

**The SLA penalties/ damages shall not be applied in case of breach is on account of Force Majeure and or issues related to availability of bandwidth at central Mine office level or issue related to down time of OCI Cloud or stop of the operations due to Vandalism or reasons not attributable to the Service provider.**

## SECTION VII: INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### 1.1. Bidding Process

- a) GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in **Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines** (the "**Bidding Process**"). Eligibility Bid and Technical Bid shall be submitted physically whereas Financial Bid shall be submitted online through <https://tender.nprocure.com>. The Bidders are required to place pen drive comprising of soft copy of Eligibility and Technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Financial Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("**Bid Due Date**"). Bid delivered after Bid Due Date will be rejected.
- b) The Bidders need to offer their Bid which conforms to Scope of Work and Terms and Conditions provided as part of this RFP Document.
- c) In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION VII. Based on Technical evaluation, the Financial Bids of only Bidder's meeting Responsiveness Test, Pre-Qualification Criteria and Technical Criteria as specified in clause 6.2(a), 5.1 and 5.2 respectively shall be opened.
- d) In the second stage, a Financial Bid/Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3. The Bids will finally be ranked from the highest to lowest according to Composite Score derived from Quality cum Cost based method (the "QCBS") specified in Clause 6.4 of RFP SECTION VII. The Bidder obtaining highest composite score shall be considered as Preferred Bidder (the "**Preferred Bidder**").
- e) The bidders are required to quote Fees as defined in the financial bid format as provided in Annexure 9 of this RFP for executing Scope of Work as specified in SECTION IV.

#### 1.2. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to GMDC, and attending a Pre-Bid meeting.

#### 1.3. Acknowledgement by Bidder

By submitting the bid or proposal, the bidder acknowledges that:

- 1) Made a complete and careful examination of the RFP.
- 2) Received all relevant information requested from GMDC;
- 3) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP

or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and

4) Acknowledged that it does not have a Conflict of Interest

5) Agreed to be bound by the undertakings provided by it under and in terms hereof.

GMDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

#### **1.4. Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. GMDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **1.5. RFP Fee**

- Bidder will need to submit nonrefundable RFP Document/Tender Fee/ RFP Fee of **INR 5,900 (i.e. RFP fees of INR 5,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section or (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on npcocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of GMDC Limited through electronic mode is specified below:

ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

- a) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents as per the format provided in Annexure 7.
  - b) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non-responsive and shall be summarily rejected.
- The Bidder having valid MSME registration as on Bid submission date is exempted from submission of Bid Security and RFP Fee.

#### **1.6. Schedule of Bidding**

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

#	Event Description	Date, Time and Address																														
1.	<b>Brief Description of work</b>	Services associated for Digitalization of mines and real-time monitoring of mineral carrying vehicles for GMDC's multiple mines.																														
2.	Date from which RFP documents will be available	RFP shall be available from <b>14/10/2024</b> from website <a href="http://www.gmdcltd.com">http://www.gmdcltd.com</a> <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>																														
3.	Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by <b>22/10/2024</b> up to 18:00 hrs to following contacts or reach out for any assistance.</p> <p><b>Mr. R K Dash,</b> <b>General Manager (IT)</b> Email: <a href="mailto:gm.it.co@gmdcltd.com">gm.it.co@gmdcltd.com</a></p> <p>Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries to be submitted in following format in excel format:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="background-color: #cccccc;">Bidders Request for Clarification</th> </tr> <tr> <th style="width: 20%;">Name and Address of the Organization submitting request</th> <th style="width: 20%;">Name and Position of Person submitting request</th> <th colspan="3" style="width: 60%;">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td colspan="3">Tel: Mobile: Email:</td> </tr> <tr> <th style="width: 10%;">Sr. No.</th> <th style="width: 20%;">RFP Document Reference (Section and Page no.)</th> <th style="width: 20%;">Content of RFP requiring clarification</th> <th style="width: 10%;">Clarification sought</th> <th style="width: 10%;">Rationale for Change request</th> </tr> <tr> <td align="center">1.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td align="center">2.</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Bidders Request for Clarification					Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact details of the Organization / Authorized Representative					Tel: Mobile: Email:			Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	Rationale for Change request	1.					2.				
Bidders Request for Clarification																																
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Sr. No.	RFP Document Reference (Section and Page no.)	Content of RFP requiring clarification	Clarification sought	Rationale for Change request																												
1.																																
2.																																
4.	<b>Pre-Bid Meeting</b>	<p>Pre-Bid Meeting will be held on 24/10/2024 at 12.00 Hours. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat).</p> <p><b>Online pre-bid meeting link Microsoft Teams:</b> <a href="#">Join the meeting now</a> Meeting ID: 483 605 601 555 Passcode: AfJYMQ</p>																														

#	Event Description	Date, Time and Address
5.	Online Submission of Price Bid	<p>The Price Bid is to be submitted online <b>only</b> at designated place on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> <b>10/12/2024 up to 18:00 hrs.</b> and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.</p> <p>A copy of instruments or information pertaining to it may be required to be submitted online at the time of submission of Price bid.</p> <p>Technical Bid is not to be submitted online, but should be submitted in <b>physical offline mode after the submission of the Price Bid</b> at the designated address by the deadline mentioned.</p>
6.	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	<p>The Technical Bid is to be submitted offline, strictly before the due date for online submission of price bid but on or before <b>10/12/2024 up to 18:00 Hrs.</b> at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052, <b>by Speed Post/RPAD/Hand delivery/Courier</b> in sealed cover duly super scribed as mentioned in the RFP.</p>
7.	Opening of Technical Bid	On <b>11/12/2024 AT 12:00 Hrs.</b> at GMDC office
8.	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation.
9.	Signing of Agreement	Within 30 days from the date of issuance of LOA.
10.	<b>General and Important Terms and Conditions</b>	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of</p>

#	Event Description	Date, Time and Address
		<p>bids of the RFP on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</p>

GMDC shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

## **2. GENERAL**

### **2.1. Bid Validity**

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and Eighty days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b. In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION VII in all respects.

## **2.2. Numbers of Bids by Bidder**

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

## **2.3. Governing Law and Jurisdiction**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

## **2.4. Authority's Right to Accept and Reject any Bids or all Bids**

- a) Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
  - 1) Bid does not meet the Pre-qualification qualification criteria specified in this RFP.
  - 2) at any time, a material misrepresentation is made or discovered, or
  - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
  - 4) the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
  - 5) Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

## **2.5. Earnest Money Deposit (EMD)/Bid Security**

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money

Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount INR 5 lakh (INR Five Lakh) shall be provided in favor of "Gujarat Mineral Development Corporation Ltd", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure 14.

- i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
  - ii. An irrevocable Bank Guarantee (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank (except Cooperative Banks)to Authority as per the Annexure 14 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2 of RFP SECTION VII. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS<sup>1</sup> under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only. The Bidder having valid MSME registration as on Bid submission date is exempted from submission of Bid Security and RFP Fee.
- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity

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<sup>1</sup> Structured Finance Messaging System (SFMS) is a RBI mandated Bank Guarantee Messaging System.

as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION VII;
- ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
- iii. In the case of Successful Bidder, if it fails within the specified time limit –
  - 1) to sign and return the duplicate copy of LOA
  - 2) to sign the Agreement within the time period specified by GMDC.
  - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
  - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### **3. DOCUMENTS AND PRE-BID CONFERENCE**

#### **3.1. Content of RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addenda issued in accordance with Clause 3.4 of this section.

##### **Notice Inviting Tender**

- SECTION I: Background
- SECTION II: Existing Dispatch System
- SECTION III: Indicative Expanded Digitalized Process for Bhavnagar Mine
- SECTION IV: Scope of Work
- SECTION V: List of Deliverables and its Tentative Timelines
- SECTION VI: Service Level Agreements
- SECTION VII: Instructions to Bidders (ITB)
- SECTION VIII: Payment Terms
- SECTION VIII: Contract Terms & Conditions
- SECTION X: Annexures

#### **3.2. Clarification to RFP Documents**

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 of Section VII. They should send in their queries on

or before the date mentioned in clause 1.6 in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://tender.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.

- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives, shall not in any way or manner be binding on GMDC.

### **3.3. Pre-Bid Meeting**

- a) A pre-bid meeting would be held at time and an address specified in Sr. No. (4) of clause 1.6 of Section VII. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications/responses would be shared by uploading such responses online only at website of Authority (i.e. <http://www.gmdcltd.com> and <https://tender.nprocure.com>) if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

### **3.4. Amendment of Bidding Documents**

- a) At any time prior to the bid due date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder and shall be uploaded only on Authority website <http://www.gmdcltd.com> and <https://tender.nprocure.com>,
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

#### 4. PREPARATION AND SUBMISSION OF BIDS

##### 4.1. Language of Bid

- a) The bids and all related correspondence and documents in relation to the bidding process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b) The bidders shall ensure that any number mentioned in the bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

##### 4.2. Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

##### 4.3. Format and Signing of Bid

- a) The bidder shall provide all the information sought under this RFP. GMDC will evaluate only those bids that are received in the required formats and complete in all respects.
- b) The bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
  - (1) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm.
- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

##### 4.4. Submission Format & Sealing and Marking of Proposals

- a) The original instruments of the Bid Security of the required value and in approved format as specified in clause 2.5 of Section VII and RFP Fees as specified in clause 1.5 of Section VII shall be sealed in an envelope on which the following shall be superscribed:

***"Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mine – EMD and RFP Fees."***
- b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows.

Sr. No	Annexure No.	Particulars
1.	1	Letter of Bid Submissions signed by authorized signatory of Bidder

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

2.	2	Bidder's Organization details: Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details <b>OR</b> Partnership deed, GSTIN registration, PAN details <b>OR</b> Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Statutory Auditor/Registered Chartered accountants statement specifying audited Turnover as per clause 5.1 of Section VII Audited Financial statements as per clause 5.1 of Section VII
4.	4	No Blacklisting certificate on Stamp Paper
5.	5	Manufactures Authorization Form (MAF) from OEMs
6.	7	Format of the EMD deposit in the form of Bank Guarantee
7.	8	Work Experience details as mentioned in the Pre-Qualification Criteria
8.	10	Details of the Bill of Quantities for GMDC's Bhavnagar Mine Project Site
9.	11	Description of Checkpoint wise process flow for new expanded system
10.	12	Description of Approach, Methodology and Work Plan for Performing the Assignment/SOW
11.	13	Undertaking for information and document provided are true.
12.		Brands and Model Numbers of offered devices
13.		Equipment data sheets and Comparative statement of device specifications of offered devices vis a vis RFP Specifications
14.		Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
15.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
16.		A pen drive comprising of soft copy of Technical Bid also to be submitted as part of Technical Bid

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

**“Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines - Technical Bid”**

***Both envelopes specified in sub clause a) and b) shall be placed in outer envelopes, super scribed and delivered by the Due date as per the address given :***

**“Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines – Bid submission”**

Addressed to :

Mr. R K Dash, General Manager IT,  
Gujarat Mineral Development Corp.

Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052

- c) **Financial Bid (Online)** to be filled up at designated places **only on <https://tender.nprocure.com>** as per the format provided in the Annexure 9.
- d) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 4.5 of Section VII.

#### **4.5. Bid Due Date**

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6 of Section VII.
- b) GMDC may, in its sole discretion, extend the Bid due date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC <https://tender.nprocure.com>.

#### **4.6. Late Submission**

- a) Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nprocure. The contact details of (n)Procure are as follows:

**(n)Code Solutions (A Division of GNFC Ltd.)**

**403, GNFC Info tower, Bodakdev,**

**Ahmedabad - 380054. India**

**Sales : 079- 4000 7323**

**Support : 079- 4000 7300**

**Email : [nprocure@ncode.in](mailto:nprocure@ncode.in)**

#### 4.7. Modification and Withdrawal of Bids

- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after online submission thereof. The Bidder may online modify, substitute or withdraw its bid after submission, prior to the Bid Due Date and time.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

### 5. BID EVALUATION CRITERIA

All bids must be considered responsive as described in **clause 6.2** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Pre-Qualification Criteria and obtaining minimum **70 marks** in the technical scores specified hereunder and will progress to the next stage of Price Bid opening. The Pre-Qualification Criteria and Technical Score are described below.

#### 5.1. Pre-Qualification Criteria

A Bidder must meet Pre-Qualification Criteria as specified hereunder in order to qualify for next stage of evaluation.

#	Pre-Qualification Criteria	Required docs
1.	The bidder should be a company registered under the Indian Companies Act 1956 / 2013 or LLP Act 2008 since last 10 years.	Copy of Certificate of Incorporation Copy of GST Registration Certificate, MOA, AOA, PAN
2.	The bidder should have experience in implementation and maintenance of Automation/Digitalization of logistic management system for any state or central government department, state PSU or private sector in the last seven years in mining projects.  Logistic management System: System should have following features- 1. Digitalization of processes with RFID technology implementation in mining vehicles OR Tracking of trucks with RFID technology implementation in mining vehicles AND 2. Any 3 features from: Projects involving integration with 3rd party systems like Saarthi, Parivahan Sewa, Fastag, Mining system, Payment Gateway, Smart Weighbridge, or ERP systems	Copy of Work Orders / Contracts/relevant evidence of work from client.
3.	The bidder should have average audited annual turnover from IT/Software and Hardware LOB (Line of Business) of at least INR 50 Crore in any 3 consecutive financial years out of last 5 financial years ( FY 19-20, FY20-21, FY 21-22, FY 22-23, FY 23-24).	Certificate(s) from statutory auditor with all relevant details from the bidder.

#	Pre-Qualification Criteria	Required docs
4.	The bidder should be a profitable organization in any three financial years out of last five financial years namely FY 19-20, FY20-21, FY 21-22, FY 22-23, FY 23-24.	Annual Audited Financial Statements/ Statutory Auditor Certificate
5.	Non- Blacklisting The bidder should not have been blacklisted by State/ Central Government Agencies in India as on the date of bid Submission.	As per RFP Annexure 4 by the authorized signatory of the service provider.
6.	OEM OR its Authorized Dealer/Distributor should provide Manufacturing Authorization Form (MAF)	As per the Annexure 5
7.	All Hardware and Software items must meet the minimum Technical Specifications provided in RFP.	-Make and Models of all equipment - Data sheets of each Hardware item -Compliance sheet of each Hardware item with Technical Specifications provided in Section IV dully signed and sealed by the Bidder.

## 5.2. Technical Score Criteria

The Bids of the Bidders meeting Pre-Qualification criteria shall be considered for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder.

Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
A	<b>Organizational Strength: Turnover and Employee Strength; Implementation References &amp; Certifications</b>			60
A1	Average Annual audited turnover of Turnover of the Bidder in any 3 consecutive financial years out of last 5 financial years ( FY 19-20, FY20-21, FY 21-22, FY 22-23, FY 23-24).	50 > Crore < 100 Crore	1	
		100 ≥ Crore < 150 Crore	3	
		> 150 Crore	5	
A2	No. of resources on bidder's payroll	≥50 & <100	1	
		≥ 100 & <200	3	
		> =200	5	
A3	The bidder should have experience in implementation of logistic management	Marks per Project: 4	12	

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head	
	<p>system in the last seven years in mining sector within India.</p> <p>Logistic management System is defined as - Tracking of trucks with RFID technology implemented at mine site in mineral carrying vehicles.</p> <p>Client: Private Sector/ Government /PSUs.</p>	Maximum Projects: 3			
A4	Experience in Development of IT solution or application implementation in APEX platform for any state or central government department, state PSU or private sector in the last seven years in India.	2 projects – 3 marks 1 project – 1.5 marks	3		
A5	<p>Experience (in its own capacity without subcontracting) in execution of large-scale turnkey IT projects with hardware and software scope of work covering tracking of trucks within mine premises along with RFID technology implementation with the following components for a minimum value of 5 Crores per project in the last seven years for central/state government departments/ PSU/private sector in mining projects. This project should also be comprising of ;</p> <ul style="list-style-type: none"> <li>▪ Software development with modules including transporter module/ Weighbridge automation solution.</li> <li>▪ Hardware infrastructure deployment</li> <li>▪ Comprehensive maintenance support service for atleast 1 year</li> </ul>	<p>Marks per Project: 10</p> <p>Maximum Projects: 3</p>	30		
A6	Experience in integrating any system with ERP system for any state or central government department, state PSU or private sector in the last seven years in India.	<p>Marks per Project: 2</p> <p>Maximum Projects: 2</p>	4		
A7	Certifications owned by the service provider organization	<p>CMMI SEI Level 5</p> <p>ISO 27001:2013</p>	0.5 0.5		
B	<p><b>Technical Solution Offered:</b></p> <p>The bidder to submit the complete document with Approach Methodology mechanism on task to be executed (Design, Develop, Deploy and, CAMC post Go-Live) Bidder to submit the document and GMDC will invite for the presentation.</p>				<b>40</b>

Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
	<ul style="list-style-type: none"> <li>• Understanding of the project and CAMC in GMDC's requirements perspective</li> <li>• Experience pertaining to solution development, hardware deployment and performing CAMC services for digitized logistics management system through case studies (min 2)</li> <li>• Suggested best fit approach and methodology with proposed solution for this work</li> <li>• Resource planning &amp; distribution of roles &amp; responsibilities and Reporting mechanism</li> <li>• Risk management &amp; mitigation plan</li> </ul>			
<b>Total (1+2)</b>				<b>100</b>

Bidder must Score minimum **70 marks** out of total 100 marks in Technical Marking Section specified herein above. The bids of bidders obtaining lower than 70 score will be declared disqualified and not be processed further for price bid evaluation stage.

### **5.3. Evaluation of Price Bid and Financial Score**

The Price Bid of only Technically qualified (Bidders meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the technical score system as specified in clauses 5.1 and 5.2 respectively) Bidders shall be opened. The bidders are required to fill the price bid as per the Price Bid format provided in Annexure 9 of this document.

The aggregate services fees shall be considered for Price Bid Evaluation and determination of Financial Score as below.

$$\text{Financial Score (FiS)} = 100 \times \text{FiL}/\text{FiC}$$

Where;

FiL is the L1 (Lowest Bidder)'s Price Quote

FiC is the Price quoted by Bidder

Price quote/ Fees refers to the total aggregate Fees as per the Price Bid Format specified in Annexure-9.

Bidder scoring Lowest Price Quote/ Fees shall be given 100 marks

#### **5.4. Composite Score**

- (i) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula;

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} * 0.70 + \text{Financial Score (Fis)} * 0.30$$

The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.

- (ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.
- (iii) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists for shall be used to arrive at the next Preferred Bidder.

#### **5.5. Credit from Parent / Subsidiary / Sister Concern for meeting the Pre-Qualification and Technical Score criteria**

- i. Taking credit from Associate (i.e. subsidiary/parent/sister concern firm) for meeting the Pre – Qualification Criteria and Technical Qualification Criteria is permitted subject to provisions specified hereunder.
- ii. In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the Pre- Qualification and Technical Score Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.
- a) The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it.
- b) Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.
- c) Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern.

If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).

- iii. Any claims of credit from Parent/Subsidiary/Sister Concern firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the

Parent/Subsidiary/Sister Concern firm meets the above definition of the Parent/Subsidiary/Sister Concern firm with relation to Bidding Firm.

## **6. EVALUATION PROCESS**

### **6.1. Opening of Technical Bid**

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 of Section VII in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 5.2.

### **6.2. Evaluation of Technical Bid**

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.2 of Section VII** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

#### **a) *Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission***

- 1) Prior to evaluation of Technical Bids (i.e., Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - (i) The Technical Bid is submitted in Hard copy and Price Bid online properly as per the terms of the RFP.
  - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
  - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within specified timeline.
  - (iv) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
  - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
  - (vi) It does not contain any conditionality; and
  - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.

- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.

**b) Assessment of Pre-Qualification Criteria**

- 1) GMDC shall examine and evaluate the Pre-qualification of each received Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5 and have submitted all documents as per clause 5.1 of Section VII in order to qualify for next stage of assessment.
- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

**c) Determination of Technical Score**

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of Section VII of Bid Evaluation Criteria Section. Responsive and Pre-Qualified Bidders may be called to make presentation on "Approach and Methodology" by GMDC as part of the technical evaluation process.
- 2) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum score of 70 in Technical Score shall be declared Technically Qualified Bids (the "Qualified Bids"/ "Qualified Bidder").
- 3) The Financial Bids of only Qualified Bids shall be opened. Evaluation of Financial Bids of only Qualified Bids shall be carried out.

**6.3. Opening of Financial Bid**

- (i) The Financial Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://tender.nprocure.com> as per the indicative format specified in Annexure 9 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Financial Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.

**6.4. Composite Score**

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in clause 5.4.
- (ii) The Bidder achieving "Highest Composite Score" shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award after following the due process including negotiation.

## **6.5. Clarification of Bids and Request for additional/missing information**

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

## **6.6. Verification and Disqualification**

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.
- (ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:
  - at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
  - Bidder is blacklisted/barred by any Government Agency.
  - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8 of section VII.
  - In case the Bidder has Conflict of Interest as per clause 9 of Section VII.
  - a Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
  - while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
  - Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
  - A bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then GMDC reserves the right to:

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.
- c) In case it is found during the evaluation of Bids or at any time before signing of the

Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Service Provider , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Service Provider. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

#### **6.7. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, GMDC and/ or their Service Providers/ employees/representatives on matters related to the Bids under consideration.

#### **6.8. Correspondence with Bidder**

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

#### **6.9. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMDC in relation to, or matters arising out of, or concerning the Bidding Process. GMDC will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GMDC or as may be required by law or in connection with any legal process.

### **7. SELECTION OF SERVICE PROVIDER AND SIGNING OF AGREEMENT**

#### **7.1. Notification of Award**

- (i) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through letter/email that his/their Bid has/have been accepted (the "Successful Bidder(s)"). The LOA ("Letter of Award") shall be issued, in duplicate and shall specify the sum which GMDC shall pay to the Successful Bidder and

sum that the Successful Bidder shall pay to Authority in consideration of Project scope as per the terms of Contract.

- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

## **7.2. Signing of Agreement**

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section VIII of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall be called the "Service Provider".

## **7.3. Performance Security**

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 6) for amount of equivalent to **10% (Ten percent) of total Contract Price (without GST) quoted for the Scope of Work** payable to GMDC by the Successful Bidders (the "**Performance Security**") from Approved Bank to Authority. Such performance Security shall be in favor of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to Authority.
- (ii) The service provider shall maintain a valid and binding Performance Security for the Contract Period. The Service Provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the service provider shall have to renew Performance Security for a period of extended Contract Period.

- (iii) If the Bidder fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (iv) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - a) in the event GMDC requires to recover any sum due and payable to it by the service provider including but not limited to Damages; and which the service provider has failed to pay in relation thereof; and
  - b) in relation to service provider's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Service Provider shall within 15 (fifteen) days of such encashment either replenish, or provide fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the service provider without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

#### **7.4. Commencement of Work/Assignment**

The Service Provider shall commence the services from the Contract Agreement date, or such other date as GMDC may permit. If the service provider fails to either sign the Agreement as specified in Clause 7.2 of Section VII or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

#### **7.5. Proprietary Data**

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the service provider, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the service provider to GMDC in relation to the service provider Assignment pursuant to TOR shall be the property of GMDC.

#### **7.6. Tax Liability**

- (i) The rates quoted in Price Bid Annexure 9 for Table A and B for Hardware and software items shall be inclusive of all taxes including GST whereas the O&M prices specified in Table C specified in shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing for Table C shall be reimbursed by GMDC.

- (ii) The Unit rates quoted for O&M of Hardware and Software items in Table D and Table E shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable except applicable Goods and Service Tax. Applicable GST at the time of invoicing for Table D and Table E shall be reimbursed by GMDC.
- (iii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

## **8. FRAUD AND CORRUPT PRACTICES**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or service provider as the case may be, is found by GMDC 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 Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or service provider as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or

- (ii) 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 GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;
- (iii) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iv) **"Coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (v) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (vi) **"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 Bidding Process.

## **9. CONFLICT OF INTEREST**

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
  - b) GMDC requires that the service provider provides professional, objective, and impartial advice and at all times hold GMDC's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The service provider 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 GMDC.
  - c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
- A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership

interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.

- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
    - a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder or Associates is Company; and/or
    - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
  - (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;
    - a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its member or Associates is Company; and/or
    - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or.
  - C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
  - D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
  - E. such Bidders has a relationship with another Bidders, 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 Bid of either or each of the other Bidders; or
  - F. there is a conflict among this and other consulting/services 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 service provider will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the service provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

## **10. MISCELLANEOUS**

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (ii) consult with any Bidder in order to receive clarification or further information;
  - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) No Partnership: Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever other than as per provisions laid out in this Agreement.
- e) The service provider shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

## SECTION VIII: PAYMENT TERMS

### 1. PRICES FOR HARDWARE, SOFTWARE AND CAMC ITEMS

- a) Authority hereby covenants to pay the Prices to the service provider for Scope of the Work / TOR specified in SECTION – IV of the RFP and as per the payment terms specified in clause 2 of this section at agreed price specified hereunder.

**Table A: Prices for Hardware (Capital item):**

Sr. No.	Items	No. of Units (A)	Base Rate per Unit (B)	Applicable taxes/GST (C)	Total D=(A*(B+C))
1.	Boom Barrier	8			
2.	RFID Antenna and Reader	9			
3.	Traffic Light	12			
4.	LED Display	8			
5.	Jumbo LED Display	1			
6.	Poles (10 ft)	12			
7.	Bullet camera	6			
8.	Handheld RFID tag scanner	6			
9.	Controllers	6			
10.	Thermal Printers	2			
11.	WAN - Radio Link with switches and cables	5			
12.	Speaker with Audio Amplifier	4			
13.	6 KVA UPS (2 hrs backup)	6			
14.	Ultrasonic sensors	12			
15.	L2 Network Switch	1			
16.	Tablet with application	1			
17.	Cost of shifting checkpoint hardware component for cabin without weighbridge (unit rate)	1			
18.	Cost of shifting checkpoint hardware component for cabin with weighbridge (unit rate)	1			
<b>Total</b>					<b>X</b>

**Table B: Prices for Software (Capital item):**

Sr. No.	Item	Unit (A)	Quantities (B)	Base Rate (Rs/ Unit) (C)	Applicable Taxes/GST (D)	Total Quote in INR [E = B X (C+D)]
1.	Design, Development, Integration and Customisation of the Mine Digitalization Solution	No.	1			
<b>Total Fees (INR)</b>						<b>Y</b>

**Table C: Yearly Comprehensive Annual Maintenance Contract rate for hardware and Software**

Sr. No.	Item	Unit	Quantities	Total Quote in INR (Exclusive of GST)
1.	Annual Support Services for Year 2	No.	1	
2.	Annual Support Services for Year 3	No.	1	
3.	Annual Support Services for Year 4	No.	1	
4.	Annual Support Services for Year 5	No.	1	
5.	Manday rate for change request	No. of days	100	
<b>Total</b>				<b>Z</b>

**Table D: Prices for Software (in case of issuance of sub-order within the rate validity period)**

Sr. No.	Item	Unit (A)	Quantities (B)	Base Rate (Rs/ Unit) (C)	Applicable Taxes/GST (D)	Total Quote in INR [E = B X (C+D)]
1.	Lumpsum cost for integration of each mine installed hardware components with dispatch system	No.	1			
<b>Total Fees (INR)</b>						<b>XX</b>

**Table E: Yearly Comprehensive Annual maintenance Contract rate for Hardware (in case of issuance of sub-order within the rate validity period)**

Sr. No.	Items	No. of Units (A)	Rates in INR (Exclusive of GST)					Total
			Year 1	Year 2	Year 3	Year 4	Year 5	
1.	Boom Barrier*	1						
2.	RFID Antenna and Reader*	1						
3.	Traffic Light*	1						
4.	LED Display*	1						
5.	Jumbo LED Display*	1						
6.	Poles (10 ft) *	1						
7.	Bullet camera*	1						
8.	Handheld RFID tag scanner*	1						
9.	Controllers*	1						
10.	Thermal Printers*	1						
11.	WAN - Radio Link with switches and cables*	1						
12.	Speaker with Audio Amplifier*	1						
13.	6 KVA UPS (2 hrs backup) *	1						
14.	Ultrasonic sensors*	1						
15.	Tablet with application							
16.	L2 Network Switch*	1						
17.	Deployed Manpower Cost	1						
Total								YY

**Note:** \*- The no. of units is only for calculation. The actual number of units are to be considered as per the issued sub-order for subsequent mines.

**Table F: Total Service Fees (Capital + CAMC)**

Sr. no.	Description	Total
1	Table A: Prices for Hardware (Capital item)	X
2	Table B: Prices for Hardware (Capital item)	Y
3	Table C: Yearly Comprehensive Annual Maintenance Contract rate for hardware and Software	Z
4	Table D: Prices for Software (in case of issuance of sub-order within the rate validity period)	XX
5	Table E: Yearly Comprehensive Annual maintenance Contract rate for Hardware (in case of issuance of sub-order within the rate validity period)	YY
	<b>Total Quote (the "Fees"/ "Price Quote")</b>	<b>"AAA"</b>

- a) For the purpose of the Price Bid Evaluation the total price determine in cell "AAA" shall be used.
- b) It is to be noted that total Service Fees for the Table A and Table B of the above table shall not exceed the 35% of the fees quoted for Table C of the above table. In case the Bidder's Service Fees for the Table A and Table B is exceeding the 35% of the Table C then the Authority/ GMDC shall have right to rebalance it and the Bidder shall have to abide by this provision.
- c) The prices of hardware and software units (Capital Items as per the Table A and Table B) shall be inclusive of all taxes, duties and GST. However, the applicable GST shall be specified separately.
- d) The prices of hardware and software specified in above Table A and B shall be inclusive of implementation and commissioning charges including the delivery of the material at Mine site and Warranty Period of one year. The Warranty Period shall be considered start from the date of issuance of Go-Live certificate.
- e) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- f) The Prices of Hardware and Software are inclusive of design, development, supply, installation, integration and commissioning costs as per the scope of work for implementing mine digitalizing solution.
- g) The Payment shall be made in local currency only i.e in INR.
- h) The Base Rates of Hardware and Software shall remain fixed during the Rate Validity Period.
- i) Payment shall be made as per the payment terms specified in below section 2 herein below.
- j) In case of requirement of additional quantities from the BOQ items considering the site conditions, the service provider shall supply the required additional quantities at the quoted rate in table A above during the implementation period and CAMC period for Bhavnagar mines.

**2. PAYMENT TERMS**

a) The payment shall be made by GMDC as per the payment terms specified hereunder.

<b>Milestone</b>	<b>Payment Amount</b>	<b>Timeline for processing invoice</b>	<b>Submission and Approval required for the Payment</b>
Delivery of all Hardware along with all accessories	50% of the aggregate value of total delivered capital items	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> <li>• Invoice.</li> <li>• Delivery challan confirmation at site for respective site.</li> </ul>
Successful Installation and Commissioning and issuance of Go-Live certificate	40% of the aggregate value of total installed capital items	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> <li>• Invoice.</li> <li>• Successful Installation and commissioning Go-Live Certificate issued by GM Projects of respective site.</li> </ul>
Six months of successful operations during the stabilization period after the Issuance of Go Live Certificate	5% of the aggregate value of total installed capital items	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> <li>• Invoice.</li> <li>• SLA Report</li> </ul>
Twelve months of successful Operations during the warranty period after the Issuance of Go Live Certificate	5% of the aggregate value of total installed capital items	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> <li>• Invoice.</li> <li>• Issuance of Project Acceptance Certificate.</li> <li>• SLA Report</li> </ul>
Comprehensive Annual maintenance Charges	Quarterly Amount (To be derived on Pro rata basis from Annual CAMC charges)	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> <li>• Quarterly Invoice</li> <li>• Submission of Invoice</li> <li>• SLA Report</li> </ul>
Comprehensive Annual maintenance Charges in case of issuance of sub-orders.	Quarterly Amount for the actual installed quantities (To be derived on Pro rata basis	Within 30 days from the receipt of Invoice	<ul style="list-style-type: none"> <li>• Quarterly Invoice</li> <li>• Submission of Invoice</li> <li>• SLA Report</li> </ul>

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<b>Milestone</b>	<b>Payment Amount</b>	<b>Timeline for processing invoice</b>	<b>Submission and Approval required for the Payment</b>
	from Annual CAMC charges)		

- b) Applicable GST for Capital Items as specified in Table A and Table B respectively for the Hardware and Software items shall be re-imbursed by the GMDC. Applicable GST for items specified in Table C, Table D and Table E over and above approved Price, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the service provider.
- c) The Payment for the CAMC shall start after the end of each Quarter during the Comprehensive Annual Maintenance Period (CAMC) . The CAMC Period shall start from the end of Warranty Period of one year. The service provider shall submit quarterly invoice at the end of each quarter during the Maintenance Period.
- d) The Service Provider shall raise regular invoice for Capital Items (Table A and Table B) upon completion of the respective milestones as specified in clause a) herein above.
- e) All payments shall be made by the Authority/ GMDC to the service provider within 15 days from receipt of the invoice after making (i) any tax deductions at source as applicable under Income Tax law governing in India and (ii) deduction pertaining to SLAs.

## SECTION VIII: CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

### **BETWEEN**

Gujarat Mineral Development Corporation Ltd, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the "Authority/GMDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of ONE PART.

### **AND**

\_\_\_\_\_, having its registered office at \_\_\_\_\_, hereunder referred to as the "**Service Provider**" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the service provider are hereinafter individually referred to as "Party" and collectively as "Parties".

### **WHEREAS**

- A. GMDC vide its Request for Proposal, dated \_\_\_\_ invited Bids from competent parties through transparent and competitive bidding process for **Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines** as per the terms specified in RFP and this Agreement (hereinafter called the "**Project/ Work/ Assignment**");
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the service provider dated \_\_\_\_\_ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ accepting the particular Bid Proposal.
- C. The SERVICE PROVIDER has accepted the LOA by its letter dated \_\_\_\_\_, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Selection of service provider for providing Mine Digitalization and Comprehensive Annual Maintenance Services on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (GMDC and service provider) hereto **hereby agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum, and Addendums thereto.
2. Letter of Acceptance (LOA) no. \_\_\_\_\_ issued on \_\_\_\_\_.

3. Terms of Reference/Scope of Work provided in RFP SECTION IV.
4. Payment Terms provided in RFP SECTION VIII.
5. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Agreement, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

## **1. GENERAL**

### **1.1. Definition and Interpretation**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

**“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;

**“Arbitration”** means a process of an odd number of persons known as arbitrators, who decide on the solution to a dispute between the signatories to this Agreement.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 as in force today and shall include any and all modifications/ amendments thereto or any re-enactment thereof as in force from time to time.

**“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents, and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;

**"Authority" or "GMDC"** means the Gujarat Mineral Development Corporation Ltd having its office at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 and responsible for implementation of IT projects and shall include its authorized successors and assigns at all times [including without limitation its authorized representatives];

**“Base Rates/Base Prices/RFP Rates”** shall mean the base rate provided in column 4 with respect to hardware and Software capital items (the Accepted RFP rates/ prices without taxes) with specified in Price Bid Format Annexure 9 of the RFP document.

**“Contract”** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.

**“Contract Period”/“ Agreement Period”** shall have a meaning specified in clause 2.4 of this Agreement.

**“Confidential Information”** shall have a meaning specified in clause 3.3 of this Agreement.

**“Contract Price/ Total Contract Value/ Contract Value ”** means the aggregate of total rates of all quantities of Hardware and Software and CAMC costs during the Contract Period as quoted by the Service Provider according to Price Bid Format Annexure 9 of the RFP document and thereafter awarded to the Service provider. The Contract Price shall thereafter be adjusted for additional quantities demanded as per provision of Contract.

**“Day”** means calendar day.

**“Dispute”** shall have a meaning specified in clause 20 of this Agreement.

**“Defect ”** means any part of the Project not completed/functioning as per the Technical and Functional Requirements specified in Section IV of the RFP document.

**“Effective Date”** shall have meant specified in clause 2.2 of this Agreement.

**“Force Majeure”** shall have a meaning specified in clause 2.7 of this Agreement.

**“Insurance”** shall have a meaning specified in clause 3.12 of this Agreement.

**“Local Currency”** means Indian Rupees.

**“Liquidated Damages”** shall have a meaning specified in clause 13 of this section of this Agreement.

**“Material Adverse Effect”** means any act or event of either Party which causes a material financial burden or loss to the counter party.

**“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.

**“Service Provider’s Event of Default”** shall have a meaning specified in clause 12.1 of this Agreement.

**“Obligations of the Service Provider”** shall mean Service Provider’s responsibilities specified in this Service Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Authority.

**“Obligations of the Authority”** shall mean Authority’s responsibilities specified in this Service

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Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Service Provider.

**“CAMC Reports”** shall have a meaning specified in Scope of Work of this Agreement.

**“Comprehensive Annual Maintenance Contract Period”** shall start on the end of Warranty period and ends on termination of the agreement.

**“Comprehensive Annual Maintenance Contract (CAMC)”** shall include the activities as mentioned in Scope of Work of this Agreement pertaining to the comprehensive maintenance. The Service Provider shall start the CAMC post commissioning /issuance of Go-Live certificate for the Project. The Service Provider shall mandatorily undertake CAMC during the Warranty and CAMC Period.

**“Go Live Certificate”** means the certificate issued by the Authority upon successful completion of installation of Hardware and Software as specified in sub-order determined through Testing and provided outcome of such Tests as determined in the Technical Specification and Functionalities of the Hardware and Software are as specified in RFP Section IV: Scope of Work.

**“Project Acceptance Certificate”** means the certificate issued by the Authority upon successful completion of Warranty Period of One year.

**“Project Site”** shall mean the respective mine site location where Project Components are to be implemented.

**“Party”** means the “Authority” or “GMDC”.

**“Performance Security”** shall have a meaning specified in clause 7.3 of section VII of this RFP document.

**“Personnel”** means professionals and support staff provided by the service provider assigned to perform the Services or any part thereof.

**“Sub-Order”** shall have a meaning specified in the clause 11 of this Agreement

**“Rate Validity Period”** shall have a meaning specified in the clause 11 of this Agreement

**“Service Provider/Bidders/ successful bidder”** shall mean the person selected pursuant to this RFP for services associated to comprehensive solutions for mine digitalization and undertaking its CAMC.

**“Services/Scope of Services/ Scope of Work”** means the work to be performed by the service provider pursuant to this Contract, as described in RFP SECTION IV;

**“Termination”** shall mean early termination of this Agreement pursuant to Termination

Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**“Termination Date”** shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

**“Termination Notice”** means communication issued in accordance with this Agreement by one Party to the other Party specifying intention of terminating this Agreement.

**“Termination Payment”** means the amount payable by the Authority to the Service Provider upon early Termination.

**“Test”** means the Tests carried out by the Service Provider to determine the conformity of the Project and CAMC procedures to the requirements set in this Agreement.

**“Taxes and Duties”** shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance, and management of Project.

**“Third Party”** means any person or entity other than the “Authority”, or the service provider.

**“Vandalism”** shall mean destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub-contractor of the Service Provider.

**“Warranty Period”** shall have a meaning specified in clause 8.1

All other/Remaining Definitions are specified in section IV of RFP and elsewhere in the Agreement.

## **1.2. Principles of Interpretation**

- a. The table of contents, numbers, headings, and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations, and any organizations having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
  - (i) Between the Articles and the Schedules, the Articles shall prevail:

- (ii) Between any value written in numerals and that in words, the latter shall prevail.

### **1.3. Relationship between Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the service provider. The service provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.4. Rights and Obligations**

The mutual rights and obligations of GMDC and the service provider shall be as set forth in the Agreement, in particular:

- (i) the service provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (ii) GMDC shall make payments to the service provider in accordance with the provisions of the Agreement.

### **1.5. Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **1.6. Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **1.7. Table of Content and Heading**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### **1.8. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified hereunder.

If to Authority.

\_\_\_\_\_.

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to service provider;

\_\_\_\_\_

### **1.9. Location**

The Services shall be performed at Bhavnagar mine location of GMDC.

### **1.10. Authorised Representative**

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the service provider may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be: -----
- c) The service provider may designate one of its employees as service provider's Representative. Unless otherwise notified, the service provider's representative shall be: -----

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **2.2. Commencement of Services**

The service provider shall commence the Services from the Seven days from the Effective Date for Bhavnagar Mine , unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services.**

If the service provider does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks' notice to the service provider, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the service provider shall be deemed to have accepted such termination.

### **2.4. Expiration of Agreement**

- a) Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of **five years from the issuance of "Go- Live" Certificate** for the Bhavnagar Mine (the "Contract Period" for the Bhavnagar Mine). The

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Go- Live Certificate shall be issued by Authority upon successful commissioning of the Project as per the terms of this RFP.

- b) Upon Termination, GMDC shall make payments of all amounts due to the service provider hereunder for which milestone achieved/services delivered. Subject to the satisfactory performance of the service provider, the Authority may, at its sole discretion, extend this Contract Period for an additional one + one year. In case of extension, the rates for the extended Comprehensive Annual Maintenance Period shall be revised with 5% annual escalation from the preceding year.
- c) In case, the execution of Scope of work i.e. issuance of Go Live certificate delayed due to reasons not attributable to the service provider then the Contract Period shall be extended suitably until completion of Scope. In case, the execution of Scope of work delayed due to reasons attributable to the service provider then the Contract Period shall be extended suitably at no extra cost to GMDC and subject to recovery of Liquidated damages as per clause 13.

## **2.5. Entire Agreement**

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the service provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.5(a), on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party without Prejudice to the provision stated in para hereinabove. Managing Director, GMDC shall have rights to take suitable decision and action in case of requirement to amend/ alter the Agreement conditions/ quantities of the work/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.

## **2.7. Force Majeure**

Force Majeure Event means occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this Agreement ("Affected Party"), which act or event satisfies all the following conditions:

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- (i) are beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- (ii) the Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care;
- (iii) does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and
- (iv) any consequences of which, prevent, hinder, or delay in whole or in part the performance by such Party of its obligations under this Agreement.

**2.7.1. Definition**

Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause.

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Project, Facilities and Facilities sites for a period exceeding a continuous period of 15 (Fifteen) days in an accounting year.
- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Project Site by the Service Provider or any affiliate of the Service Provider or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- c) strikes, go-slows and/or lockouts or other industrial action or labor dispute which are in each case widespread, nationwide, or political and other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- e) Epidemic or plague within India;
- f) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Project Site.
- g) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of Service Provider Agreement or exercise of any of its rights under of Service Provider Agreement by the Authority;

- h) any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.
- i) Change in Law, only when provisions pertaining to the Clause on Change in Law cannot be applied; expropriation or compulsory acquisition by any Government Agency of Project site or rights of Service Provider.
- j) any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider.
- k) any event or circumstances of a nature analogous to any events set forth above within India.
- l) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. Procedure in case of Force Majeure Event**

- a) If a Party (Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:
  - i. the Force Majeure Event(s) that has occurred;
  - ii. the date of commencement, nature, and estimated duration of such event of Force Majeure Event and
  - iii. the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
  - iv. the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event
  - v. any other relevant information.
- b) Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.
- c) No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given notice specified above.

### **2.7.3. Excuse from performance of obligations by Party affected by Force Majeure.**

- a) If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:
- b) the Suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

- c) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.
- d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
  - (i) Where the Affected Party is the Service Provider and the Force Majeure Event has reduced the Service Provider incapable /unable to perform the Scope of work, then in such an event the Payment for Services shall stand suspended until such time as the Service Provider resumes activities in terms of the Service Provider Agreement.
  - (ii) Authority shall not forfeit Service Provider's Performance Security or charge liquidated damages or terminate the Service Provider Agreement for default, if and to the extent that delay in performance or failure to perform Service Provider's obligations under the Service Provider Agreement is the result of an event of Force Majeure.
  - (iii) The Authority shall extend the Contract Period equivalent to the time Period for which Force Majeure subsists.

#### **2.7.4. No Breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### **2.7.5. Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.6. Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.7.7. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the service provider shall be entitled to be reimbursed for payment due up to the Services Delivered as per the payment terms specified in RFP Section VIII.

### **2.7.8. Consultation**

Not later than 30 (thirty) days after the service provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.7.9. Termination in case of Force Majeure Event**

Termination Due to Force Majeure, the Service Provider shall handover all Hardware, Standard third-party software Licenses, Customized Software developed for the Project.

If Force Majeure event continues for more than 180 (one hundred and eighty) days then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof ("Termination Notice") and the date of which Termination shall become effective will be called the "Termination Date".

### **2.7.10. Termination Payment in case of Force Majeure Event**

In the event of Termination due to force Majeure.

- (a) Authority shall return the Performance Security to the Service Provider in full after deduction of any due/ damages payable by the Service Provider under this Agreement.
- (b) Authority shall not be liable to pay any termination payment to the Service Provider in respect of such termination, except;
  - i.) Capital Items: the payment to be made for the Items delivered at Bhavnagar Mine / to respective mines as per respective sub-orders as per the milestones completed corresponding to the respective payment Milestone.
  - ii.) The payment for the Comprehensive Service rendered on pro rata basis till the time of Termination during the CAMC period.
- (c) Authority shall make payment pursuant to all services rendered after adjusting against any payment/damages due and as the case may be.
- (d) Service Provider shall handover the Project with all Hardware, Customized Software, Standard Software , database and all third party software licenses procured during the subsistence of this Agreement to Authority.
- (e) Authority shall have rights to appoint another Service Provider and transfer the entire Project components or part of the Project components to any replacement Service Provider selected by the Authority in its sole discretion.

#### **2.7.11. Allocation of Cost in case of Force Majeure Event not leading to Termination**

Upon occurrence of a Force Majeure Event and both the Parties shall be agreed to not to Terminate the Agreement, then both the parties shall bear their respective costs arising out of such event.

#### **2.8. Suspension of Agreement**

GMDC may, by written notice of suspension to the service provider, suspend all payments to the service provider hereunder if the service provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the service provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the service provider of such notice of suspension.

#### **2.9. Termination of Agreement**

Termination of Agreement due to the Force Majeure is specified in clause 2.7.10 . Termination of Agreement due to Service Provider Event of Default and Authority Event of Default are specified in clauses 12.3 and 12.4 of this Agreement.

##### **2.9.1 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.5 hereof; (iii) the service provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.8, as relate to the service provider's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

##### **2.9.2 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clause 2.9 hereof, the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the service provider and materials furnished by GMDC, the service provider shall proceed as provided respectively by Clauses 3.9 or 100 or 3.111 hereof.

##### **2.9.3 Payment upon Termination**

Upon termination of this Agreement pursuant to Force Majeure , Service Provider Event of Default or Authority Event of Default, the Authority shall pay Termination payment in accordance with clauses 2.7.10 and 12.3 respectively.

#### **2.9.4 Disputes about Events of Termination**

If either Party disputes whether an event specified in Force Majeure, Service Provider Event of Default or Authority Event of Default hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 20.2 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE SERVICE PROVIDER**

#### **3.1. General**

##### **3.1.1 Standard of Performance**

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

##### **3.1.2 Scope of Work**

The scope of Work to be performed by the service provider is specified in the Scope of Work (the "Scope of Work") at RFP SECTION IV. The service provider shall provide the Deliverables specified therein in conformity with the time schedule stated therein as per Section IV of this RFP document.

##### **3.1.3 Applicable Laws**

The service provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-service provider, as well as the Personnel and agents of the service provider and any Sub-service provider, comply with the Applicable Laws.

#### **3.2. Conflict of Interest**

The service provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

##### **3.3.1 Service providers not to Benefit from Commission, Discounts etc.**

The remuneration of the service providers pursuant to Payment Terms specified in RFP SECTION VIII hereof shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services and, the service provider's shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder,

and the service provider shall use their best efforts to ensure that any Sub-service providers, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.3.2 Service provider's and Affiliates not to engage in Certain Activities**

The service provider shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the service provider to serve competing clients and clients with potentially conflicting interests as well as counterparties in merger, acquisition and alliance opportunities. However, in such cases the service provider agrees to a professional responsibility to maintain the confidentiality of Client information.

### **3.3. Confidentiality**

The service provider's agree that themselves, their Sub-service provider's and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.

### **3.4. Whitelist of IP address**

The service provider shall maintain and provide a list of specific IP addresses or IP address ranges (the "Whitelist") that are authorized to access or interact with authority's systems, networks, services, or data (collectively referred to as "Services"). Service provider shall throughout the contract period acknowledge that only IP addresses explicitly listed in the Whitelist shall be permitted access to the Services. Any IP address not listed in the Whitelist shall be denied access.

- a) Service provider shall comply with all the applicable laws, regulations, and industry standards related to the use of the Whitelist, including but not limited to data security, privacy, and confidentiality requirements.
- b) Service provider shall take all necessary measures to ensure the security and integrity of the authorized IP addresses listed in the Whitelist and shall promptly notify Company of any unauthorized access or suspected breaches.
- c) Authority reserves the right to update or modify the Whitelist at its discretion, with reasonable notice to service provider. Service provider shall promptly implement any necessary changes to remain in compliance with the updated Whitelist.
- d) Service provider shall also acknowledge that any attempt to access the Services using IP addresses not listed in the Whitelist constitutes a material breach of this Contract Condition and may result in immediate termination of the Agreement, legal action, or other remedies as specified in the Agreement Clause 2.8 or 2.9.

- e) Service provider to agree for treating the Whitelist and related information as confidential and proprietary to GMDC, and shall not disclose or share this information with any third parties without prior written consent from GMDC.

### **3.5. Roles and Responsibilities of Service Provider**

The Roles and Responsibilities specified hereunder and elsewhere in the Agreement shall constitute the Roles and Responsibilities /Obligations of Service Provider with respect mine digitalization project (the "Service Provider's Obligations" ) unless such obligations are waived by Authority.

- a) Design, Develop and commissioning the mine digitalization Project as per the scope of work and provisions of this Agreement, Good Industry Practices, Applicable Laws, and as per the Technical Specifications and Functionalities of mine digitalization Project components/sub systems as specified in Section IV: Scope of Work and Technical Specification Document of RFP.
- b) Ensure functional integration of Project Components and also ensure integration of new applications with all the third-party systems as specified in the Section IV of the RFP.
- c) Ensure reliability, availability, maintainability and safety requirements of the system by analysis, testing and system demonstrations.
- d) Respond to requests for clarifications of information made by Authority and provide all information, data, records, documents etc as required by Authority, from time to time and respond to all notices, letters, and communications received from the Authority within the given time frame with complete and full replies.
- e) Complete all services associated with the project implementation in the time specified in this Agreement.
- f) Facilitate Audit of developed solution to Authority appointed Auditors/agency when directed by GMDC. The service provider is responsible for undertaking the audit as per the Section IV scope of work separately.
- g) Co-operate with all other Service Providers and Vendors of Authority and facilitate their operations for operationalising mine digitalizing integrated solution.
- h) Take all precautions to ensure that the Project including all software and hardware involved remains safe and secure in general and free from attacks arising from attempted manipulation, fraud, break down, compromising of data security, malware and virus attacks, physical attacks or damage due to neglect or omission of Service Provider.
- i) Handle the operations, Maintenance and management of mine digitalizing solution and ensure continuity of mine operations by invoking the failover mechanism in case of any stoppages.
- j) Submit the documents as specified in Section 4 of the RFP as well as any other documents required as per the Project requirements.
- k) Implement the changes in forms/business rules as per directives of Authority in the solution.
- l) Abide by all Applicable Laws including labour laws, minimum wages, PF , ESIC and Applicable Taxes including Service Tax, etc during the Contract period.

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- m) Deploy adequate numbers of qualified and skilled manpower as per the details specified in this RFP and participate in all the meetings as directed by the Authority from time to time and as per the provisions set forth in this Agreement and RFP Section IV.
- n) Undertake Operation and Maintenance with spares of the mine digitalization project during the warranty and maintenance Period as per the Maintenance Terms specified in relevant clauses of this Agreement.
- o) Appoint a Project Manager responsible for the implementation, operation, maintenance and management of mine digitalization solution who shall also interface and act as single point contact with the Authority for all matters concerning the performance on this Agreement and the Service Provider shall share his name and contact details with the Authority.
- p) Ensure efficient services, polite and courteous behaviour and conduct towards end users and to the staff and representative of Authority. In case of any of Service Provider's employee or staff members being found guilty of any unreasonable offenses, the Service Provider shall be liable for any misconduct of its staff and upon request from the Authority, the Service Provider shall take appropriate actions. It shall be clarified that any such actions towards staff members shall not absolve the Service Provider from its obligations.
- q) Ensure smooth handover of all hardware, software, equipment's forming the part of mine digitalizing solution with Software to Authority at the end of the Contract Period for all the mines where this solution is developed.
- r) VAPT testing of the mine digitalizing solution shall be undertaken by third party vendor appointed by GMDC. The service provider shall cooperate and coordinate with GMDC appointed vendor for VAPT tests. The service provider shall be responsible for correcting or implementing fixes/breaches/ vulnerabilities as identified during such VAPT tests at no extra cost to GMDC.

**3.6. Liability of the service provider**

- a) The service provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b) The service provider shall, subject to the limitation specified in Section VII of the RFP, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c) Notwithstanding anything to the contrary, the aggregate maximum liability of the service provider under this Contract shall not exceed the Contract Price by the service provider under this Contract (including all types of liabilities).

**3.7. Accounting, Inspection and Auditing**

- (i) The service provider's shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC.

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

- (ii) Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein shall obligate the service provider to disclose to Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with service provider's business, payroll information, or information or material that constitute, in the opinion of service provider's legal counsel, legally privileged documents or information that service provider is bound to maintain as confidential by written obligation to a third party.

**3.8. Service providers' Actions requiring Authority's prior Approval.**

The service providers shall obtain GMDC's prior approval in writing before taking any of the following actions:

- (i) appointing any team member apart from the requirement specified in Scope of Services and not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per provision of RFP.
- (iii) any other action that may be specified by GMDC during the course of this Contract.

**3.9. Reporting Obligations**

The service providers shall submit to GMDC the reports and documents specified in Scope of Work specified in RFP SECTION IV, within the time periods set forth in the said Clause.

**3.10. Documents Prepared by the service providers to be the Property of GMDC**

- (i) All plans, drawings, specifications, developed applications, designs, documents, reports, frameworks, software, databases, content and any other documents prepared by the service providers solely in performing the Services under this Contract shall become and remain the property of GMDC, and the service providers shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the service provider independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. ("service provider Tools"), for which the service provider at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the service provider including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the deliverables under this contract include any service provider tools, the service provider hereby grants GMDC a non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use and copy the service provider Tools solely as part of the deliverables. GMDC agrees that, without service provider's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any service provider Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any service provider

Tool or Deliverable.

### **3.11. Accuracy Of Documents**

- a) The service provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.9, it shall indemnify GMDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the service provider or arises out of its failure to conform to good industry practice. The service provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.
- b) Notwithstanding anything, the service provider will have no obligation to independently verify information provided by GMDC or their service providers.
- c) Authority acknowledges and agrees that service provider shall not provide professional legal, accounting, or tax advice.

### **3.12. Insurance To Be Taken Out By The Service Provider**

#### **3.12.1. Insurance during the Contract Period**

The Service Provider shall, at its cost and expense, purchase and maintain during the Contract Period, such insurances as are necessary including but not limited to the following:

- a) Hardware and Software delivered and installed to the extent possible at the replacement value with Authority as beneficiary.
- b) Fire and allied natural calamities for the hardware at replacement value with the Authority as beneficiary;
- c) Service Provider 's all risk insurance with the Authority as co-beneficiary;
- d) Comprehensive third party liability insurance with the Authority as co-beneficiary;
- e) Workmen's compensation insurance;
- f) Any other insurance that may be necessary to protect the Service Provider, its employees and the mine digitalization project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (e) with the Authority as beneficiary/co-beneficiary.
- g) The service provider shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or service provider's own standard practices during the Contract Period insurance (the "Insurance"). At the Authority's request, the service provider shall provide evidences of insurance covers or a certificate of all insurances maintained on request of Authority.  
If Service Provider shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto , Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider
- h) The service provider shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel, and any other losses to its personnel including sub

service provider/specialist deployed by the service provider to perform scope of work specified under this Contract.

- i) The Authority undertakes no responsibility in respect of any life, health, accident, travel, and other insurance which may be necessary or desirable for the Personnel of the service provider or its sub-contractors / sub service providers / specialists associated with the service providers for the purposes of the Services, nor for any member of any such person.
- j) The Service Provider shall raise regular invoices for payment of Service Charges as specified in Section VIII of the RFP document and submit it to Authority.

### **3.12.2. Evidence of Insurance Cover**

- (a) The Service Provider shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Service Provider Agreement.
- (b) If Service Provider shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto , Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider.

### **3.12.3. Application of Insurance Proceeds**

- (a) All moneys received under insurance policies shall be promptly applied by the Service Provider towards repair or renovation or restoration or substitution of the Mine digitalization Project or any hardware/equipment/device thereof which may have been damaged or required repair/modification.
- (b) The Service Provider shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the mine digitalization Project , or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.
- (c) For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the mine digitalization project .

### **3.12.4. Validity of Insurance Cover**

The Service Provider shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/policy period. If at any time the Service Provider fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Service Provider Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Service Provider forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

## **4 SERVICE PROVIDER'S PERSONNEL**

### **4.1. General**

The service provider shall employ and provide such qualified and experienced Personnel as specified in Section IV of this RFP and as may be required to carry out the Services throughout the contract period.

### **4.2. Deployment of Personnel**

- (i) The particulars of the service provider's personnel's required in carrying out the services are described in Section IV of this RFP document.
- (ii) If the service provider hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC the details for the same and shall be provided at no extra cost to GMDC.
- (iii) Service provider shall deploy minimum three personnels consisting of IT Engineers in three shifts per day onsite at GMDC premises for Comprehensive Annual Maintenance Contract (CAMC) of installed devices in the mine operations as per the scope specified in Section IV of this RFP. The Service Provider shall also need to deploy adequate number of skilled and qualified personnels during the project commissioning stage so as to achieve the timely project milestones.
- (iv) The service provider shall also deploy the relievers so as to maintain the deployment of one person per shift.

### **4.3. Substitution of Personnel**

GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the service provider. Such a substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

### **4.4. Staffing**

- a) The service provider shall consider that as per the RFP scope of work the personnels shall be responsible for the coordinated, timely and efficient functioning of the Personnel.
- b) The team will be deployed full time for the project during the CAMC Period as per the RFP Section IV.

### **4.5. Sub-service providers / Outsourcing**

- a) Sub-contracting of entire Scope of Work is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the service provider may engage sub-Service Provider/ Contractor under intimation/ or approval from Authority. Sub-contracting and / or outsourcing does not absolve the service provider from its obligations provided in this Agreement.
- b) Service Provider is permitted to outsource non-core part of work upon approval from the Authority such as equipment/hardware installation and maintenance, connectivity and network related work etc.

In the event of failure or breach of any sub-contractor or vendor of the Service Provider in performance of its tasks and functions, the Authority shall have the right to have the services of such sub-contractor or vendor terminated and the Service Provider shall forthwith and at no extra cost to the Authority, replace such sub-contractor or vendor or may even undertake to execute the task by itself.

## **5 OBLIGATIONS OF GMDC**

### **5.1. Payment**

In consideration of the Services performed by the service provider under this Agreement, GMDC shall make to the service provider such payments and in such manner as is provided in Section VIII of this Agreement.

### **5.2. Documents and Other Support**

GMDC will provide all necessary information/documents/data as required by the service provider upon signing of Non-Disclosure Agreement (NDA) after issuance of the LOA. GMDC shall also facilitate site visit by providing approvals and scheduling site meetings and management meetings.

### **5.3. Roles and Responsibilities of GMDC**

The Roles and Responsibilities specified hereunder and elsewhere in the Agreement shall constitute the Roles and Responsibilities /Obligations of Service Provider with respect to mine digitalization project (the "Authority's Obligations" ) unless such obligations are waived by Service Provider.

- a) Approve the Project BOQ, SRSD and / or any other submittal submitted by the Service Provider, provided Service Provider incorporated suggestions made by the Authority or its representative. Any approvals herein above by the Authority shall not absolve the Service Provider from its obligations and responsibilities under this Agreement.
- b) Work closely with Service Provider and providing clarifications sought by Service Provider.
- c) Ensure Physical security of equipment installed at various Project Sites.
- d) Bear the electricity expense and bandwidth expense at mine location.
- e) Coordinate with Authority appointed agency's or contractors or service providers to make available interfacing protocols, Application Programming Interface (APIs) /key for integration of all third party systems as per the RFP Section IV defined scope of work.
- f) Carry out Testing and acceptance of the system as per the required tests for running smooth digitized solution as per the RFP Section IV scope of work.
- g) Make payments to Service Provider as per Payment terms.
- h) Attempt to grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from the Authority in connection with commissioning, operation and maintenance of the mine digitalizing Project and the performance of the Service Provider's obligations under this Agreement;

## **6 PAYMENT TO THE SERVICE PROVIDER**

Authority shall make payment to service provider as per the terms specified in SECTION VIII of RFP.

## **7 PROJECT IMPLEMENTATION**

### **7.1. Submission of Documents**

- a) The Service Provider shall provide to the Authority clear project implementation plan and system requirement study document and other documents specified in the RFP Section IV.
  - i. Project implementation Plan shall include details of the project implementation team and benchmarks and timeline of delivery of equipment, installation of equipment, integration and Testing Plan for assigned Order and its Sub- orders specified in Agreement.
  - ii. Service Provider shall carry out SRSD for effective designing of the solution and also in order to ensure integration with the existing systems. The System requirement Study documents shall comprise Solution design and architecture document of complete Mine Digitalization System, System Requirement specification document, Hardware and Software Documentation and Drawing, user acceptance Test Plan and operational manual of each component of Mine digitalization project. The System requirement study shall comprise of all other details specified in RFP Section IV and shall be submitted as per the RFP Section V Timelines.
- b) Each submittal specified in sub clause (a) above, should contain sufficient information to determine that each component of mine digitalization project complies with the Technical Specifications and functional requirements specified in RFP Section IV.
- c) Service Provider shall incorporate inputs and suggestions received from Authority or Authority appointed supervision Service Provider in all submittals. Upon approval by the Authority and after the signed off, the same shall form an integral part of the Service Provider Agreement. Approval of any such submittals shall not absolve the Service Provider from its responsibilities and obligations specified in this Agreement.
- d) Service Provider shall provide weekly/fortnightly/Monthly Progress Report during the implementation as per the direction of GMDC.

### **7.2. Testing and System Audit during Implementation of the Project**

- a) Upon completing the supply, installation and commissioning of the hardware and software quantities at Mine site, the Service Provider shall do a test run for all Project components specified, remove any shortcomings and resolve any bugs.
- b) After successful test run as specified hereinabove (a), the Service Provider shall inform the Authority/ its authorized representative who shall conduct demonstration / testing of the Project Components installed to test their conformity to Technical Specifications and functional requirements as per the Tests specified RFP Section IV, user acceptance test manual and Good Industry Practice.
- c) The system shall be checked for full functionality in an integrated environment through test run and tests specified herein above sub clause (b). Upon successful outcome of the

Test results, the Authority/ its authorized representative (i.e independent Service Provider or third-party system auditor) shall issue a Go Live Certificate (the “**Go Live Certificate**”). No certificate shall be issued against only delivery, partial installation or incomplete commissioning for quantities at Mine.

- d) The Authority shall issue Project Acceptance Certificate (the “**Project Acceptance Certificate**”) after the operation is tested for the period of 12 months from the date of issuance of Go Live Certificate and determines to be meeting the RFP requirements during the that period.
- e) The Authority may appoint an independent Service Provider or third-party auditor capable of auditing IT systems envisaged as part of Project implementation. The Service Provider shall be required to provide necessary information to the third- party auditor/ independent Service Provider to facilitate testing and audit of hardware, software and processes related to Mine Digitalization Project during the Project Implementation.

## **8 WARRANTY PERIOD AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT PERIOD**

### **8.1. Warranty period**

The Service Provider agrees to provide the warranty free of cost to Hardware and Software items forming part of the Mine Digitalization project and supplied and installed by the Service Provider for a period of 1 (one) year from the date of issuance of Go Live Certificate (the “Warranty Period”).

### **8.2. Comprehensive Annual Maintenance Period / CAMC period**

- a) The Service Provider agrees to provide the Services pertaining to the Comprehensive Maintenance of the Hardware and Software forming the part of the Mine Digitization Project for a period of four (4) years from the date of end of the Warranty Period (“Comprehensive Annual Maintenance Period / CAMC period”).
- b) The Payment for the services rendered during the CAMC period shall made as per the Payment Terms specified in Section VIII

### **8.3. Warranty and CAMC Terms**

#### **8.3.1. Warranty Terms**

In addition to the Terms of Warranty specified hereunder, the Service Provider shall pass on standard manufacturer’s Warranty benefits to Authority, provided such terms shall not conflict with the terms specified hereunder.

- a) The Service Provider shall provide warranty free of cost to Hardware and Software items forming part of the Mine Digitalization project during the Warranty Period.
- b) The Service Provider shall be responsible for any defect or failure of the Project Components due to defective design, material or workmanship, manufacturing or development defects or latent defect or due to normal wear and tear within the design limit, during the Warranty period. The rectification, change of spare of hardware and software units, modification and software upgrades shall have to be undertaken by the Service Provider free of charges/cost to cure the faults/defects/deficiency in order to

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raise speed, efficiency and/or effectiveness of the Project sub systems and achieve a higher performance level and service levels of mine digitalization Project.

- c) Warranty Terms shall not be applicable in the event of damages due to Vandalism, tempering of hardware or any project components by truck drivers, authority's staff or any external party. In such an event, the Authority shall request the Service Provider to repair/replace the damaged component of the project and reinstall the same. Reasonable repair/replacement costs towards the same shall be reimbursed by the Authority to the Service Provider less of insurance proceeds.
- d) All the terms specified in clause 8.3.2 hereunder shall also become applicable during the Warranty Period.

### **8.3.2. CAMC Terms**

- a) The Service Provider shall maintain the mine digitalization project and its components, modify, repair or otherwise make improvements or change the spare in hardware, software to the mine digitalization Project to comply with Technical Specifications, Service Level Agreement, Good Industry Practice, Applicable Laws and Applicable Permits, and manufacturer's guidelines and instructions and ensuring the uptime and availability of the project all time during the Warranty Period by resolving any bug and technical problems as soon as possible.
- b) The Service Provider shall be responsible for undertaking routine and periodic maintenance including software upgrades if needed in order to maintain the Minimum Service Levels specified in RFP Section IV.
- c) The Service Provider shall undertake scope pertaining to CAMC as per the terms and scope specified in Section IV.

## **9 SECURITY OF INFORMATION GENERATED FROM PROJECT**

The Service Provider shall take all necessary steps to ensure security, safety, confidentiality and integrity of data and keep GMDC informed of all such steps taken from time to time.

### **9.1. Reliability of Information**

The Service Provider undertakes to guarantee the authenticity of information submitted to GMDC as a part of MIS Report any other information demanded by GMDC during the Contract period.

### **9.2. Integrity of Information**

The system shall have routine checks for the verification of integrity of information. Errors detected will be automatically corrected, in order to prevent propagation of invalid data across the database. Duplicated or incomplete transactions/logs will be detected and corrected, without causing mine digitalization Project to come to a halt. If there is interruption in communication, the part of the system affected shall be repaired immediately and record the error.

### **9.3. Security and Encryption of Information Stored**

- (a) The Service Provider shall take all other necessary measures to protect the database generated from the mine digitalization Project.
- (b) The Service Provider shall implement highly protected, hierarchical access control system and/or bio-metric system and whitelist IP to control access of Mine Digitalization System to only to authorized personnel.
- (c) The Service Provider shall take all necessary steps to ensure security, safety, confidentiality and integrity of Database and shall not share or transfer any information from the Database to any person except with prior written consent of GMDC.

### **9.4. Security audit of the Project**

The Service Provider shall also get approved CERT-IN empaneled third-party auditor to carry out security audit of the Hardware and mine digitalization system on half yearly/yearly basis or at the time of major system upgrades whichever is earlier during the Contract Period at its own costs and furnish report/certificate thereof to Authority as evidence. Service Provider shall take prompt measure to rectify any bug/default found during such audit.

## **10 EQUIPMENT AND MATERIALS FURNISHED BY GMDC**

Equipment and materials made available to the service provider by GMDC, or purchased by the service providers with funds provided by GMDC, shall be the property of GMDC and shall be marked accordingly. Upon termination or expiration of this Contract, the service providers shall make available to GMDC an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with GMDC's instructions.

## **11 SCALING UP FOR OTHER MINES AND RATE VALIDITY PERIOD**

### **11.1. Rate Validity Period**

- (a) The Base prices/rates (which are exclusive of all taxes) of hardware and software items (capital items) quoted by the Service Provider in Price Bid Tables A, B, C and D shall remain fixed for a period of 24 months from the Due Date of Submission/Bid Submission Date (the "Rate Validity Period"). The Service Provider shall be required to install and implement hardware and software forming part of the Mine Digitalisation Project at same rate that it has quoted within Rate Validity Period.
- (b) The Base Rates beyond Rate Validity Period shall be revised with 5% annual escalation.

### **11.2. Issuance of Sub-Orders for scaling up to other GMDC mines**

- (a) GMDC shall scale up the Mine Digitalisation Solution to its other mines at its sole discretion and subject to successful implementation and operation of the Mine digitalisation Project at Bhavnagar Mine.
- (b) The Authority shall issue Sub Order in writing, indicating the Mine location, no of check points and weighbridges, required quantities of Hardware, software customisation,

integration requirements forming the part of the Mine digitalisation Project for a Mine for which GMDC intends to Scale up (the "Sub -Order"). The prices and implementation period shall also be specified in the Sub Order. The Implementation Period for such sub orders shall be decided in mutual consultation and agreement.

- (c) The Authority shall issue separate Sub – Orders for each Mine separately. The Authority shall continue to issue such Su- Orders at its sole discretion until the period of Five years from the Bid Submission Date and subject to successful implementation and operation at Bhavnagar Mine.
- (d) GMDC also intends to scale up this project to its other mines such as Panandhro, Gadhsisa, Rajpardi, Tadkeshwar, Umarsar and Mata no Madh. The Sub -Order mechanism shall be used for scaling up to these mines.
- (e) Authority shall sign separate supplementary agreements for each Sub- orders with similar terms and conditions of this Agreement including SLAs, Payments Terms and Scope items with only exceptions to Bills of materials. The Service Provider shall submit the separate Performance Security for each Sub-Order amounting to 10% of the Contract Price for respective Sub -Orders.
- (f) Each Sub -Order shall have different Contract Period. The Contract Period for each Sub order shall be five years from the date of Go -Live Certificate for respective Sub -Orders. Authority shall issue separate Go-Live and Project Acceptance Certificate for each Sub-Order.

### **11.3. Prices and Payment Terms for the Sub – Orders**

- a) The Base Prices for Hardware items (Table A), Unit CAMC prices and software customization prices specified in Table (D) items forming part of the Sub- Order for other than Bhavnagar Mine shall be similar to the awarded prices of Table A and D if such Sub-Orders are issued with the Rate Validity Period of 24 months as per the clause 11.1. Applicable taxes shall be reimbursed at the actual upon submission of evidences.
- b) The Base Prices for Hardware items (Table A), Unit CAMC prices and software customisation prices specified in Table (D) items forming part of the Sub- Order shall revised with 5% annual escalation if such Sub-Order is issued beyond the Rate Validity Period of twenty-four (24) months.
- c) **Extra Items:** It is possible that there may be items required which are not envisaged in the sub-orders or for Bhavnagar Mine. If any such additions /alterations in items are required for which no rate is specified in this contract, such items shall be supplied and paid for at a rate of Prevailing Market rates charged to other parties by the Service Provider or prevailing market rates for similar items available in the market plus reasonable 10% for overheads and profits of service provider.

## **12 EVENT OF DEFAULT**

### **12.1. Service provider Event of Default**

Following events shall constitute an Event of Default by Service Provider (the "Service Provider's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

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- a) If Service Provider fails to undertake the services associated to Mine Digitalization project within the timeline as mentioned in the RFP, without valid response or any reasons attributed to breach on part of Authority.
- b) If the Service Provider fails to furnish Performance Security as per the terms of the agreement.
- c) Any representation made given by the Service Provider under this Agreement is found to be false or misleading
- d) the service provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- e) the service provider repeatedly fails to remedy breach in its obligations specified in this RFP.
- f) The service provider is in Material Breach of this Agreement or its obligations or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations and has failed to cure the same within 30 days of notice thereof by the Authority or such longer period as GMDC may have subsequently granted in writing).
- g) In the event of repeated non-deployment/ absence of manpower for unreasonable time then it shall be considered service provider's Event of Default. Non-remedy of such default in a reasonable time given by the Authority shall lead to Termination.
- h) the service provider becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- i) the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 20.2 hereof.
- j) the service provider submits to GMDC a statement which has a material effect on the rights, obligations, or interests of GMDC and which the service provider knows to be false.
- k) any document, information, data, or statement submitted by the service provider in its Proposals, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading.
- l) In the event of a Penalty/ Damages reaches the limit specified in SLAs section VII.
- m) Service Provider suspends or abandons the operations and/ or implementation of mine digitalization project without the prior consent of Authority or otherwise evidences an intention not to be bound by this Agreement , provided that the Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or (iii) suspension on account of failure of component and systems provided by other suppliers

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- n) If Service Provider or any of its staff members are found to be involved in fraudulent and corrupt practices specified in Section VII Clause 8 of RFP.
- o) If Services Provider fails to perform its scope, responsibilities and obligations specified in this Agreement repetitively and such breaches not cured/rectified in Remedial Period granted by the Authority.

### **12.2. Authority Event of Default**

Following events shall constitute an Event of Default by Authority (the "Authority Event of Default") unless such event has occurred as a result of a Force Majeure Event.

- a) GMDC fails to pay any money due to the service provider pursuant to this Agreement and not subject to dispute pursuant to Clause 20.2 hereof within 45 (forty-five) days after receiving written notice from the service provider that such payment is overdue;
- b) GMDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the service provider may have subsequently granted in writing) following the receipt by GMDC of the service provider's notice specifying such breach;
- c) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 20.2 hereof.

### **12.3. Termination due to Event of Default**

- (a) Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of Service Provider Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Service Provider to remedy the default ("Remedial Period/Cure Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority within the Remedial Period, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Authority issue Termination Notice providing 15 days' time stating the intention of the termination (the "Termination Notice") and then terminate the Contract.
- (b) In the event of termination due to the service provider Event of Default, Authority shall have the right to;
  - (i) Invoke/encash and retain the Performance Guarantee amount in full.
  - (ii) Take over the Project
  - (iii) The authority shall have the right to appoint another service provider and transfer the entire Project components or part of the Project components to any replacement service provider selected by the Authority in its sole discretion.

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- (iv) The authority shall not be liable to pay any termination payment to the service provider in respect of such termination.
- (c) Without prejudice to any other right or remedies which the service provider may have under this Contract, upon occurrence of Authority Provider Event of Default, the Service Provider shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Authority to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Service Provider, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Service Provider issue Termination Notice providing 15 days' time stating the intention of the termination (the "Termination Notice") and then terminate the Contract.
- (d) In the event of termination due to Authority Event of Default,
- i. The authority shall return the Performance Security to the service provider in full after deduction of any due payable by the service provider under this Agreement.
  - ii. The Service Provider shall handover the Project and shall handover all Hardware, Standard third party software Licenses, Customized Software developed for the Project to Authority. The Authority shall make payments for items implemented and Services rendered till the time of Termination.
  - iii. The authority shall make payment pursuant to all services rendered to Service Provider after adjusting against any payment /damages due.

#### **12.4. Termination for Insolvency, Dissolution etc.**

- (a) Authority may at any time terminate the Agreement by giving written notice to Service Provider without any compensation to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority.
- (b) Notwithstanding the generality of the foregoing, On occurrence of Termination due to Service Provider's insolvency, dissolution the Authority shall have rights as specified in above clause 12.3 (a) and (b).

### **13 LIQUIDATED DAMAGES**

#### **13.1. Performance Security**

- (a) For securing the due and faithful performance of the obligations of the service provider under this agreement, during the Agreement Period, the service provider, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security dated \_\_\_\_ of amount \_\_\_\_ drawn in favour of "\_\_\_\_\_" from \_\_\_\_ Bank in the form of Bank Guarantee/DD and valid till \_\_\_\_ and admissible and payable at Ahmedabad

branch , the receipt & veracity of which, is hereby acknowledged by GMDC (the "Performance Security").

- (b) The service provider shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period ("Validity Period"). The service provider shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the service provider shall have to renew Performance Security for a period of extended Contract Period.
- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - (i) In the event GMDC requires to recover any sum due and payable to it by the service provider including but not limited to Damages; and which the service provider has failed to pay in relation thereof; and
  - (ii) In the event of the service provider's breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
  - (iii) If the service provider fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
  - (iv) Upon such encashment and appropriation from the Performance Security, the service provider shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the service provider shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a service provider's breach and entitle Authority to terminate this Contract in terms hereof.
  - (v) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the service provider without any interest, provided the service provider is not in default of the terms hereof and there are no outstanding dues of GMDC with the service provider.

### **13.2. Liquidated Damages**

- a) The Service Provider agrees that Liquidated Damages specified in sub clause (b) hereunder are fair and genuine pre-estimate of damages and not by way of penalty and agree to not to dispute the same in future in any manner.
- b) In the event of delay, the SLAs pertaining to Section VI (A) shall become applicable.
- c) Liquidated Damages shall not be applicable in case delay caused due to Force Majeure events or reasons attributable due to delay in part of the Authority for handover of project site or any other approvals required under this Agreement or reasons attributed to Authority.

### **13.3. Encashment and appropriation of Performance Security**

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the service provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 13.2.

### **13.4. Penalty for Deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 13.2, warning may be issued to the service provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law.

## **14 OWNERSHIP OF PROJECT**

- a) In cases where the customized software is developed and installed exclusively for the Authority, the ownership of all such shall rest exclusively with Authority upon delivery and installation.
- b) GMDC shall have the exclusive ownership of the Source code and the business data throughout the contract period for the developed applications for its projects.
- c) The Software Licenses and Licenses for other proprietary, all third-party software license other than what GMDC has provided to fulfill the scope shall be transferred to the Authority upon delivery and installation. All such Software Licenses shall be taken in the name of Authority by service provider.
- d) The License Period of all third-party software procured for the purpose of the Project shall be similar to the Contract Period.
- e) The Service Provider shall transfer the ownership of all Hardware items forming part of the Mine digitization Project upon delivery at GMDC's Mine Site.
- f) Authority shall remain sole owner of the Database designed, developed and maintained by Service Provider all times during the Contract period. Authority shall own any and all data created out of the Project at all the times, i.e. both during and after the expiry / termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from Authority.
- g) Service Provider shall exercise all due caution to protect and maintain the data created out of Project.
- h) Service Provider shall not share, sell or in any manner use the data created by Service Provider out of this Project otherwise than in accordance with the terms of the Service Provider Agreement.
- i) Subject to the terms and conditions as contained in this Contract, Authority hereby grants to the Service Provider only the right to access and use Project Site only and exclusively for the purpose of fulfillment of its obligations specified in this Agreement during the Contract Period.
- j) Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Service Provider, with respect to the Project Site during the

Contract Period. Nothing contained herein shall confer or be deemed to confer any right for the Service Provider to sub-contract, lease and sub-lease or make available in any other form the Project Site provided by the Authority to any Third Party, except as expressly permitted in writing by Authority during Contract Period.

- k) The Service Provider hereby guarantee that it shall use the Project Site only and exclusively for the purpose of providing timely services and discharge of its obligation and should not do nor cause any damage or waste in the Project Site or do any act which will in any way be prejudicial to the rights of the Authority during Contract Period. Any damage to the Project Site due to act of omission of Service Provider's staff shall be the responsibilities of the Service Provider. The Service Provider shall make good such Project Site at its own cost.
- l) It is agreed and understood by the Service Provider that the rights granted under this Clause to the Service Provider by Authority as part of the mine digitalization project shall be co-terminus with the Contract Period of this Agreement. Upon early Termination of the Agreement prior to expiry of Contract Period, the Service Provider will leave the Project Site in the same state and condition as it was during the issuance of sub-order.
- m) Authority shall retain the title and ownership of any Project Site allotted by the Authority to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Mine digitalization project. Such title and ownership of the Authority in any such site shall not pass to Service Provider.

## **15 INTELLECTUAL PROPERTY RIGHTS**

- a) The Intellectual Property Rights in all Standard and Proprietary Software and Hardware shall remain vested in the owner of such rights. The GMDC shall have rights to use the same during the Contract Period exclusively for purposes of effective implementation, operation, maintenance and management of the mine digitalization project at GMDC's multiple mines across India. GMDC shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Service Provider provided such assignment is required for performance of the mine digitalization project.
- b) The Intellectual Property Rights of customized hardware/software which is developed and installed for the GMDC shall be transferred to the GMDC upon delivery and installation. The Service Provider shall handover the source code for all customized software to the Authority and shall be verified and certified by an independent agency as identified by the Authority. The Service Provider shall have the right to possess and use the same during the Contract Period exclusively for purposes of effective implementation, operation and maintenance of the mine digitalization project and shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Authority.
- c) After the expiry or termination of the Service Provider Agreement, the Service Provider shall have no right, title or interest in or to any work including without limitation the designs, software, programs, modifications or derivative works developed and customized for the Authority by Service Provider for the Mine digitalization project for any purpose whatsoever.

- d) For purposes of this Agreement and the Service Provider Agreement the terms “software”, and “software programs/ Software License ” shall include without limitation the source code, object code, any and all related design concepts and ideas, specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Authority by the Service Provider in relation to the mine digitalization project pursuant to the Service Provider Agreement. The terms “firmware” and “hardware” shall include without limitation the designs, drawings, specifications, custom designed electronic devices, documentation, technical information and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Authority by Service Provider in relation to the mine digitalization Project pursuant to this Agreement.

## **16 DAMAGE TO HARDWARE PROJECT COMPONENTS**

- a) Hardware and mine digitalization Project Components delivered and installed by the Service Provider shall be deployed in heavy industrial use environment and is required to last rough usage in outdoor conditions including dust in mine areas. All such Hardware and Mine Digitalization Project Components shall be designed to be vandal proof/vandal resistance. Damage to Hardware and Mine Digitalization Project Components due to regular wear and tear under field conditions, damage or failure due to exposure to outdoor conditions such a dust, moisture and heat, faulty manufacture, latent manufacturing defects within design limit, mechanical, electrical or electronic failure, shall be the liability of the Service Provider during the Contract Period. In such case, Service Provider shall repair, replace the units if it is under warranty, and change the spare such that the repaired unit has full functionality during the period of the Service Provider agreement. It is responsibility of the Service Provider to ensure that all equipment /hardware/ software continues to function as per functionality specified in Technical Specification and maintain the Service Levels during the Warranty and Maintenance Period. All costs towards repair /modification/ changing spare/ replacement shall be borne by the Service Provider. The Service Provider shall use spare 10% inventory for replacement in order to maintain SLAs.
- b) Damages due to Vandalism, tampering of equipment by Authority staff or Truck drivers or Authority appointed mine contractors and damage due to accidents of any kind shall be the liability of the Authority. In such case, Authority shall request the Service Provider to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by the Authority to the Service Provider less of insurance proceeds.

## **17 PROJECT HANDOVER**

### **17.1. Handing Over of Project**

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure , the Service Provider shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the assets including all Customized Software , Standard Software , database and all third party software licenses procured during the subsistence of this Agreement and Hardware at

no cost to Authority except in case of Termination due to Authority Event of Default or Force Majeure where in Authority shall make payments as specified in clause 12.3(d) or 2.7.10 of this agreement as the case may be.

### **17.2. Inspection and Removal of Bugs and Deficiency**

- a) The handing over process shall be initiated at least 3 months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Service Provider.
- b) The objective of this stage will be to conduct full tests of the functionality of each piece of Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority.
- c) The Service Provider shall be entitled to remove promptly any bugs or defects observed during the Tests in the Project Components. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects.

### **17.3. Recovery of Balance due of Authority from Service Provider**

The dues payable to Authority by the Service Provider on any account, if any, at the end of the Agreement shall be recovered by the Authority from the Performance Guarantee.

## **18 POST TERMINATION SUPPORT**

- (a) In case the Agreement between the Authority and Service Provider is terminated for any reason whatsoever, either on account of Service Provider Event of Default and /or Authority Event of Default or even for any reason not envisaged in the Agreement, then the Service Provider shall be responsible for operation, maintenance and management of mine digitalization project at agreed terms specified in this Agreement till Authority appoints and handover the mine digitalization project to new /replacement Service Provider.
- (b) Service Provider shall provide support in terms of smooth transition and handing over of database, APIs, protocols, passwords and all other interfacing requirements to any other service provider for purposes of integration, interfacing, or linking in any manner to the system or systems operated by the Service Provider. Inability or unwillingness of the Service Provider shall be considered an Event of Default.

## **19 FARENESS AND GOOD FAITH**

### **19.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **19.2. Operation of Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment

to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 20.2 hereof.

## **20 DISPUTE RESOLUTION**

### **20.1. Amicable Solution**

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Scope of Work /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and service provider in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each Authority and the service provider, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the service provider. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

### **20.2. Arbitration**

#### **(a) Arbitrators**

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

#### **(b) Place of Arbitration**

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only.

**(c) Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

**(d) Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any right to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Ahmedabad only.

**(e) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.

**20.3. Performance during Dispute Resolution**

Pending the submission of and/or decision on a dispute, difference or claim or until the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.

**21 CHANGE REQUEST AND CONTRACT AMMENDMENTS**

- a) Any changes will have to be mutually agreed upon in advance, prior to making the change. The change request shall be quantified with per man day work and submitted to GMDC for further approval. For avoidance of doubt, the parties expressly agree that
  - (i) Change Request shall only be effective and binding unless agreed in writing and signed by both Authority and Service Provider.
  - (ii) The man-days rate as discovered though this RFP shall become applicable for executing the change request.
- a) The number of man days required for executing the change request shall be mutually decided by the Authority and the Service Provider.

## SECTION X: ANNEXURES

### Annexure 1: Letter of Bid Submission

{On Bidder's letterhead}

Dated:

To,

Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

**Subject: Submission of Bid in response to Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines**

Dear Sir/Madam:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

**A. Physical submission of**

- (i) **Technical Bid- Pre-Qualification and Qualification documents and**
- (ii) **RFP Fee and EMD as per the requirement of the RFP**

**B. Online submission of Price Bid: Price Quote per the provisions of RFP.**

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

Name and Title of Signatory:

Name of Firm:

Address:

## Annexure 2: Bidder's Organization details

### A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidence as applicable. Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details ]

### B - Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones specified in Technical Marking system set forth in the RFP (If possible, the Bidder shall specify exact assignment / job for which experience details may be submitted)]

Particulars	Details
Name of Employer:	
Details of Public Sector/Pvt sector Employer	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	
Completion date (month/year):	
Name of associated team, if any:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

**Note:** Relevant portion of Work Order/contract/Client completion certificate/ CA certificate evidencing the Project Experience to be submitted.

**Annexure 3: Auditor's Certificate for Turnover for bidder**

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_. Following is the audited, for the last three years.

Years*	Turnover (Rs. Crore)
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	
Average	

\* Latest available annual audited statements.

\_\_\_\_\_

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

**Annexure 4: Declaration for Non-Blacklisting**

<<To be printed on 300 Rs. Stamp paper and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan, 132-Ring Road,

Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

Sir/Madam,

I/we here by solemnly declare that,

1. The bidder or its directors have not been blacklisted, debarred, banned or put on holiday list for a period of 3 years prior to the submission of its bid (i.e. on the last date of submission of the bid).
2. We have not put any condition in our offer with respect to RFP No. \_\_\_\_\_,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFP Document No. \_\_\_\_\_ unconditionally.

I/we hereby further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our Bidder/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

\_\_\_\_\_  
Signature and Stamp of the Bidder

**Annexure 5: Manufacturers Authorization Form (MAF)**

1. Provide the MAF, and Declaration specific to this tender along with the technical bid along with declaration from OEM stating that Products quoted are not end of life technology products and there will be spares availability, patches and service support for the quoted Products during the project/contract period.
2. Such MAF and Declaration should explicitly state the responsibility of the OEM comprising of Supply, Implementation and after sales services during the Contract Period. Further Performance Warranty Certificate shall also be provided from the OEMs. The tenure of such arrangement should be coinciding with the Contract Period of this Project.

**Annexure 6: Performance Bank Guarantee Format**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To,  
Gujarat Mineral Development Corporation  
Khanij Bhavan  
132 ft Ring Road, Ahmedabad

Dear Sir,

1. WHEREAS..... (Name of Service Provider) hereinafter called "the service provider" has undertaken, in pursuance of Agreement dated, (here in after referred to as "the Agreement for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines AND WHEREAS it has been stipulated in the said Agreement that the service provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the GMDC the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the service provider to GMDC under the terms of their Agreement dated \_\_\_\_\_. Provided, however, that the maximum liability of the Bank towards GMDC under this Guarantee shall not, under any circumstances, exceed \_\_\_\_\_ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GMDC in that behalf and without delay/demur or set off, pay to GMDC and all sums demanded by GMDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GMDC to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention Mr. \_\_\_\_\_.

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of \_\_\_\_\_ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may be mutually decide by the service provider & GMDC. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the service provider with any of the terms and conditions of any Agreements/credit arrangement, present or future, between service provider and the Bank.

5. The BANK also agrees that GMDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the service provider and not withstanding any security or other guarantee that GMDC may have in relation to the service provider's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GMDC or any other indulgence shown by GMDC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)  
Stamp

Designation with Bank

Plus, Attorney as per Power of Attorney No. Dated:

**Annexure 7: Format of Earnest Money deposit in the form of Bank Guarantee**

**(On Non-judicial Stamp paper to be submitted along with submission of bids)**

..... (Name of the Bank)  
Address.....Guarantee  
No.....  
A/C Messer's..... (Name of Bidder)  
Date of Expiry..... Limit to liability (currency & amount).....  
Invitation For RFQ No..... dated.....( bidding document )  
For..... (Name of Facilities)

**Subject:** Earnest Money Deposit Bank Guarantee.

Date.....20

To,  
Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road, Near University Ground  
Vastrapur, Ahmedabad.  
Bank Code:

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the GMDC vide RFQ No. \_\_\_\_\_ for the work \_\_\_\_\_

( Name of the facilities ) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figure in words).

1. We the \_\_\_\_\_ ( Name of Bank ) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ ( address of Bank ) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figures in words ) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the

said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

2. We \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_.
3. We \_\_\_\_\_ ( Name of Bank ) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We \_\_\_\_\_ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee.
5. We \_\_\_\_\_ ( Name of Bank ) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealized.
7. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20 . \_\_\_\_\_ for \_\_\_\_\_ ( Name of Bank )

**Yours faithfully**

**For.....(Name of the Bank)**

**Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:**

**Gujarat Mineral Development Corporation Limited (GMDC)**

**132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: ICICI Bank Ltd**

**IFS Code: ICIC0000024**

**UIC GMDC530265584 for Field 7037 MT760**

**Annexure 8: Work Experience details as mentioned in the Pre-Qualification Criteria and Technical Score Criteria**

1. For Pre-Qualification Criteria Work experience Format for Mine Digitalization related work done projects (along with PO Submission and Project Completion certificate)

Sr. no	Name of the Organization	Address of execution	Start Date of the Project	Completion Date of the Project	Scope of Work Description in Brief for Mine digitalization related work projects	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							

2. Work Experience for Technical Score Criteria specified in clause 5.2 (along with PO Submission and Project Completion certificate)

Sr. no	Name of the Organization	Address of execution	Start Date of the Project	Completion Date of the Project	Scope of Work Description in Brief for Mine digitalization related work projects	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							

**Annexure 9: Financial Bid Format**

**(To be submitted online only)**

To,

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

**Subject:** Request for Proposal (RFP) for “A Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC’s multiple mines”

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the GMDC under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

**Table A: Prices for Hardware (Capital item):**

Sr. No.	Items	No. of Units (A)	Base Rate per Unit (B)	Applicable taxes/GST (C)	Total D=(A*(B+C))
1.	Boom Barrier	8			
2.	RFID Antenna and Reader	9			
3.	Traffic Light	12			
4.	LED Display	8			
5.	Jumbo LED Display	1			
6.	Poles (10 ft)	12			
7.	Bullet camera	6			
8.	Handheld RFID tag scanner	6			
9.	Controllers	6			
10.	Thermal Printers	2			
11.	WAN - Radio Link with switches and cables	5			
12.	Speaker with Audio Amplifier	4			
13.	6 KVA UPS (2 hrs backup)	6			
14.	Ultrasonic sensors	12			
15.	L2 Network Switch	1			
16.	Tablet with application	1			
17.	Cost of shifting checkpoint hardware component for	1			

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

Sr. No.	Items	No. of Units (A)	Base Rate per Unit (B)	Applicable taxes/GST (C)	Total D=(A*(B+C))
	cabin without weighbridge (unit rate)				
18.	Cost of shifting checkpoint hardware component for cabin with weighbridge (unit rate)	1			
<b>Total</b>					<b>X</b>

**Table B: Prices for Software (Capital item):**

Sr. No.	Item	Unit (A)	Quantities (B)	Base Rate (Rs/ Unit) (C)	Applicable Taxes/GST (D)	Total Quote in INR [E = B X (C+D)]
2.	Design, Development, Integration and Customisation of the Mine Digitalization Solution	No.	1			
<b>Total Fees (INR)</b>						<b>Y</b>

**Table C: Yearly Comprehensive Annual Maintenance Contract rate for hardware and Software**

Sr. No.	Item	Unit	Quantities	Total Quote in INR (Exclusive of GST)
1.	Annual Support Services for Year 2	No.	1	
2.	Annual Support Services for Year 3	No.	1	
3.	Annual Support Services for Year 4	No.	1	
4.	Annual Support Services for Year 5	No.	1	
5.	Manday rate for change request	No. of days	100	
<b>Total</b>				<b>Z</b>

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

**Table D: Prices for Software (in case of issuance of sub-order within the rate validity period)**

Sr. No.	Item	Unit (A)	Quantities (B)	Base Rate (Rs/ Unit) (C)	Applicable Taxes/GST (D)	Total Quote in INR [E = B X (C+D)]
3.	Lumpsum cost for integration of each mine installed hardware components with dispatch system	No.	1			
<b>Total Fees (INR)</b>						<b>XX</b>

**Table E: Yearly Comprehensive Annual maintenance Contract rate for Hardware (in case of issuance of sub-order within the rate validity period)**

Sr. No.	Items	No. of Units (A)	Rates in INR (Exclusive of GST)					Total
			Year 1	Year 2	Year 3	Year 4	Year 5	
1.	Boom Barrier*	1						
2.	RFID Antenna and Reader*	1						
3.	Traffic Light*	1						
4.	LED Display*	1						
5.	Jumbo LED Display*	1						
6.	Poles (10 ft) *	1						
7.	Bullet camera*	1						
8.	Handheld RFID tag scanner*	1						
9.	Controllers*	1						
10.	Thermal Printers*	1						
11.	WAN - Radio Link with switches and cables*	1						
12.	Speaker with Audio Amplifier*	1						
13.	6 KVA UPS (2 hrs backup) *	1						
14.	Ultrasonic sensors*	1						
15.	Tablet with application							

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

Sr. No.	Items	No. of Units (A)	Rates in INR (Exclusive of GST)					Total
			Year 1	Year 2	Year 3	Year 4	Year 5	
16.	L2 Network Switch*	1						
17.	Deployed Manpower Cost	1						
Total								YY

**Note:** \*- The no. of units is only for calculation. The actual number of units are to be considered as per the issued sub-order for subsequent mines.

**Table F: Total Service Fees (Capital + CAMC)**

Sr. no.	Description	Total
1	Table A: Prices for Hardware (Capital item)	X
2	Table B: Prices for Hardware (Capital item)	Y
3	Table C: Yearly Comprehensive Annual Maintenance Contract rate for hardware and Software	Z
4	Table D: Prices for Software (in case of issuance of sub-order within the rate validity period)	XX
5	Table E: Yearly Comprehensive Annual maintenance Contract rate for Hardware (in case of issuance of sub-order within the rate validity period)	YY
<b>Total Quote (the "Fees"/ "Price Quote")</b>		<b>"AAA"</b>

**Notes:**

- For the purpose of the Price Bid Evaluation the total price determine in cell "AAA" shall be used.
- It is to be noted that total Service Fees for the Table A and Table B of the above table shall not exceed the 35% of the fees quoted for Table C of the above table. In case the Bidder's Service Fees for the Table A and Table B is exceeding the 35% of the Table C then the Authority/ GMDC shall have right to rebalance it and the Bidder shall have to abide by this provision.
- The prices of hardware and software units (Capital Items as per the Table A and Table B) shall be inclusive of all taxes, duties and GST. However, the applicable GST shall be specified separately.
- The prices of hardware and software specified in above Table A and B shall be inclusive of implementation and commissioning charges including the delivery of the material at Mine site and Warranty Period of one year. The Warranty Period shall be considered start from the date of issuance of Go-Live certificate.
- GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- The Prices of Hardware and Software are inclusive of design, development, supply , installation , integration and commissioning costs as per the scope of work for implementing mine digitalizing solution.

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

- The Payment shall be made in local currency only i.e in INR.
- The Base Rates of Hardware and Software shall remain fixed during the Rate Validity Period.
- In case of requirement of additional quantities from the BOQ items considering the site conditions, the service provider shall supply the required additional quantities at the quoted rate in table A above during the implementation period.
- The bidders shall need to mandatorily quote Service Fees in all Tables as per the Price Bid format.
- The above quoted rates represent remuneration of Bidder's staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance, stationary expense and any other expense to be incurred for executing Scope of Work.
- Payment shall be made as per the payment terms specified in Section VIII of the RFP document.

Each Bidder must quote his rates after thorough reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

Thanking you,  
Yours faithfully

(Seal and Signature of the authorized representative of the Bidder)

Name:

Designation:

### Annexure 10: Details of Bill of Quantities for GMDC's Bhavnagar Mine Project Site for New Expanded Mine Digitalization Solution

The below checkpoints hardware is considered for BOQ preparation:

- 1 no. of Entry Gate
- 2 nos. of Tare Weighbridge
- 2 nos. of Exit Weighbridge
- 1 no. of Exit Gate
- 2 nos. of Tracking points

#	Checkpoint no	Checkpoint details	Hardware components	Quantity
1	Checkpoint 1	Entry Gate	Pole Mounted RFID Scanner	1
			Handheld RFID reader	1
			Pole Mounted Bullet camera	1
			Controller	1
			Boom Barrier	1
			Thermal Printer	1
			Traffic Light	1
			Poles (10 ft)	2
			6 KVA UPS	1
2	Truck Waiting Plot	Truck Waiting Plot	Pole mounted Jumbo LED Display	1
3		RFID Kiosk	Pole Mounted RFID Scanner	1
			Pole Mounted Bullet camera	1
4	Checkpoint 2	Tare Weighbridge 1	PA system	1
			Pole Mounted RFID Scanner	1
			Handheld RFID reader	1
			Pole Mounted Bullet camera	1
			Controller	1
			Traffic Light	2
			Poles (10 ft)	2
			Ultrasonic sensors	3
			Boom Barrier	1
			6 KVA UPS	1
			LED display	2
5		Tare Weighbridge 2	PA system	1
			Pole Mounted RFID Scanner	1
			Handheld RFID reader	1
			Pole Mounted Bullet camera	1
			Controller	1

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#	Checkpoint no	Checkpoint details	Hardware components	Quantity
			Traffic Light	2
			Poles (10 ft)	2
			Ultrasonic sensors	3
			Boom Barrier	1
			6 KVA UPS	1
			LED display	2
6	Tracking Point 1		Pole Mounted RFID Scanner	1
			Traffic Light	1
			Boom Barrier	1
7	Tracking Point 2		Pole Mounted RFID Scanner	1
			Traffic Light	1
			Boom Barrier	1
7	Checkpoint 3	Gross Weighbridge 1	PA system	1
			Pole Mounted RFID Scanner	1
			Handheld RFID reader	1
			Pole Mounted Bullet camera	1
			Controller	1
			Traffic Light	2
			Poles (10 ft)	2
			Ultrasonic sensors	3
			Boom Barrier	1
			6 KVA UPS	1
			LED display	2
8	Checkpoint 3	Gross Weighbridge 2	PA system	1
			Pole Mounted RFID Scanner	1
			Handheld RFID reader	1
			Pole Mounted Bullet camera	1
			Controller	1
			Traffic Light	2
			Poles (10 ft)	2
			Ultrasonic sensors	3
			Boom Barrier	1
			6 KVA UPS	1
			LED display	2
9	Checkpoint 4	Mine Exit gate	Pole Mounted RFID Scanner	1
			Handheld RFID reader	1

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#	Checkpoint no	Checkpoint details	Hardware components	Quantity
			Boom Barrier	1
			Controller	1
			Traffic Light	1
			Poles (10 ft)	2
			6 KVA UPS	1
			Thermal Printer	1

**Annexure 11: Description of Checkpoint Wise Process flow for New Expanded Digitalized system**

The below indicative process workflow has an overview of the intelligent systems which are to be installed at the respective checkpoints within the mine area for undertaking the transformative approach.

The detailed indicative process workflows for each checkpoint are outlined below:

**Checkpoint 1 Process: Mine Entry Gate**

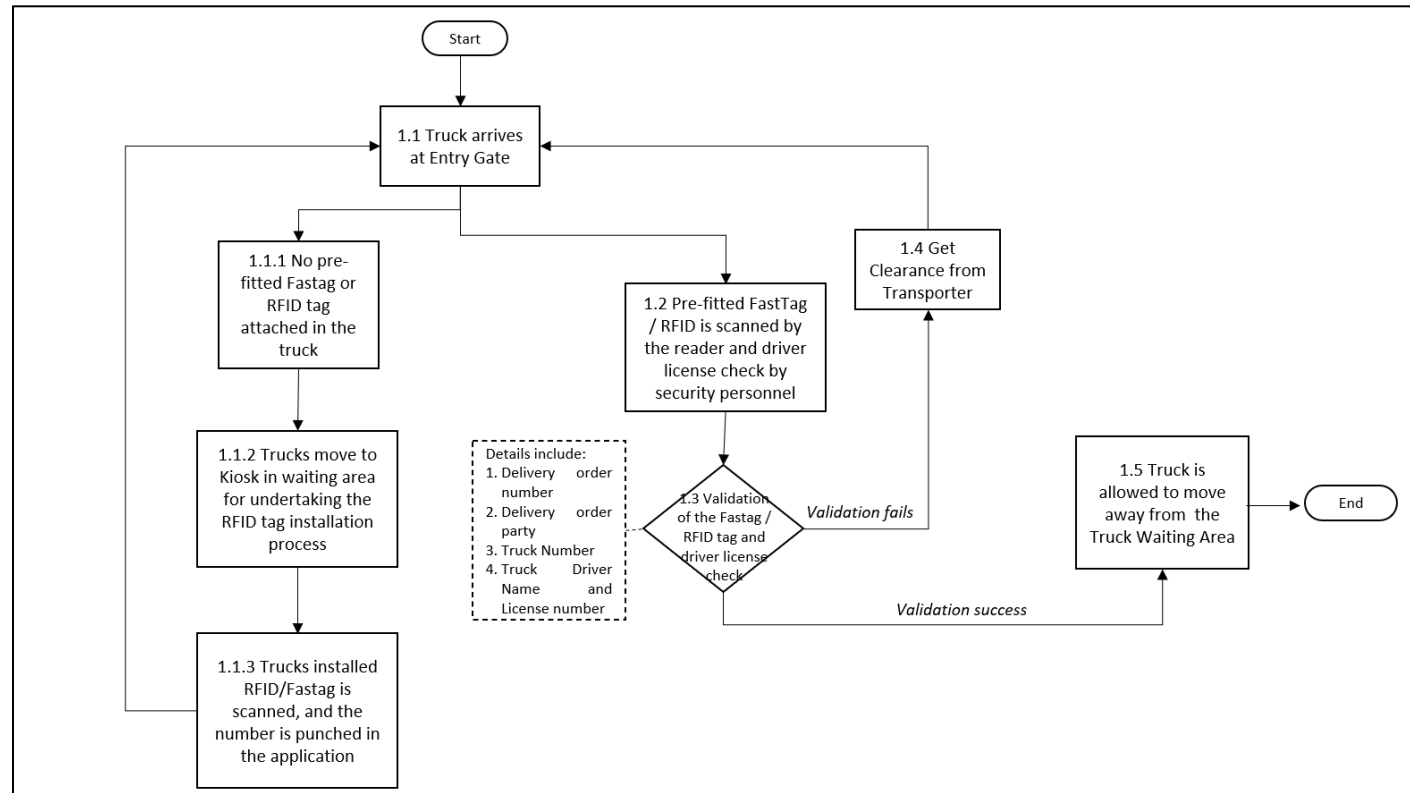


Figure 5 Checkpoint 1 Process – Mine Entry Gate

### Checkpoint 2 Process: Tare Weighbridge Gate

The process outlines the truck verification process at the Gate 2 for every truck in the mine area.

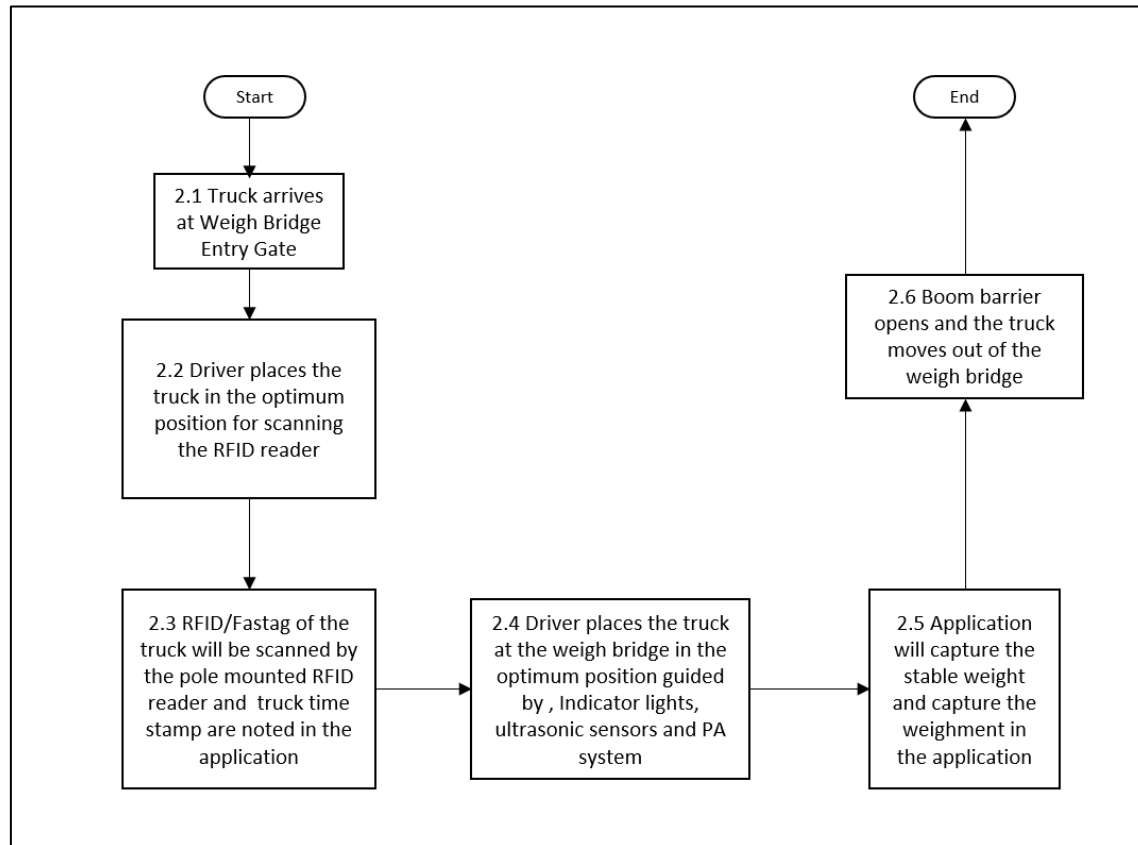


Figure 6 Checkpoint 2 Process – Tare Weighbridge gate

### Checkpoint 3 Process: Gross Weighbridge Gate

The process outlines the gross weight noting process of the truck passed from the Gate 3.

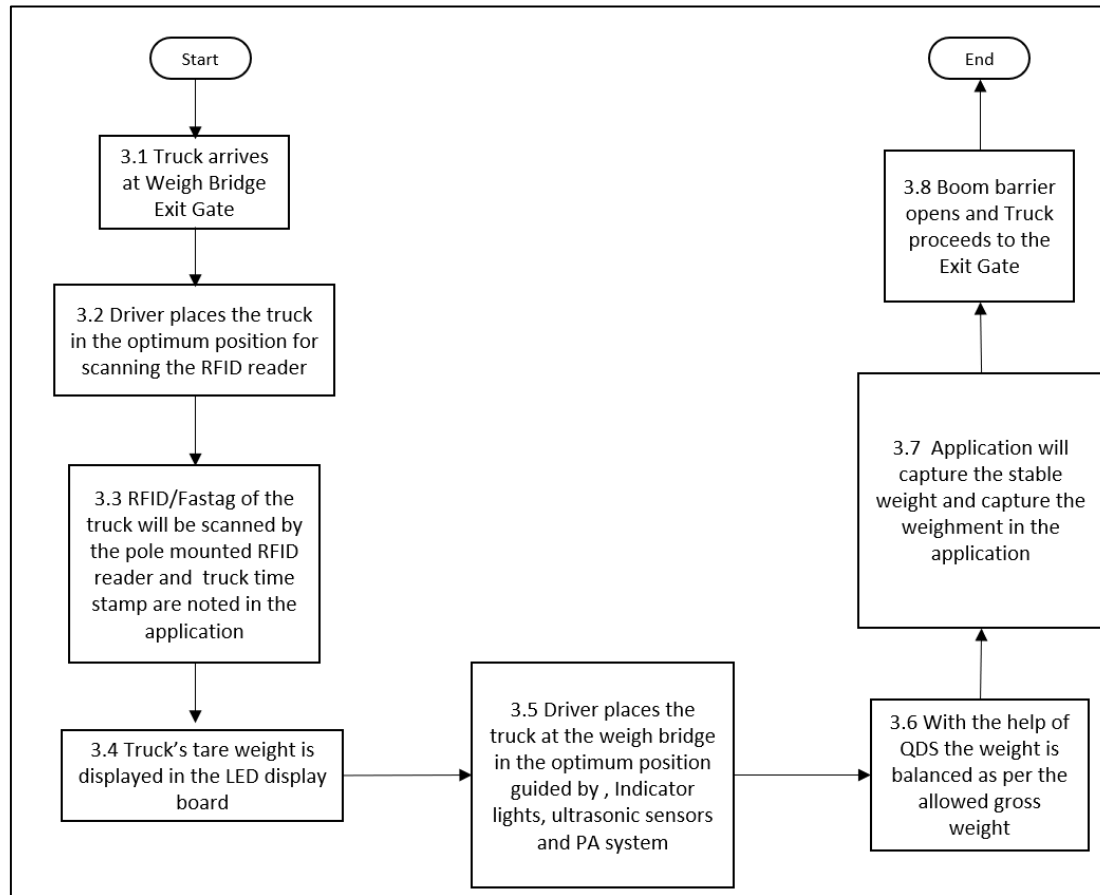


Figure 7 Checkpoint 3 – Gross Weighbridge Gate

### Checkpoint 4 Process: Mine Exit Gate

The process outlines the exit gate noting process of the truck passed from the Gate 4.

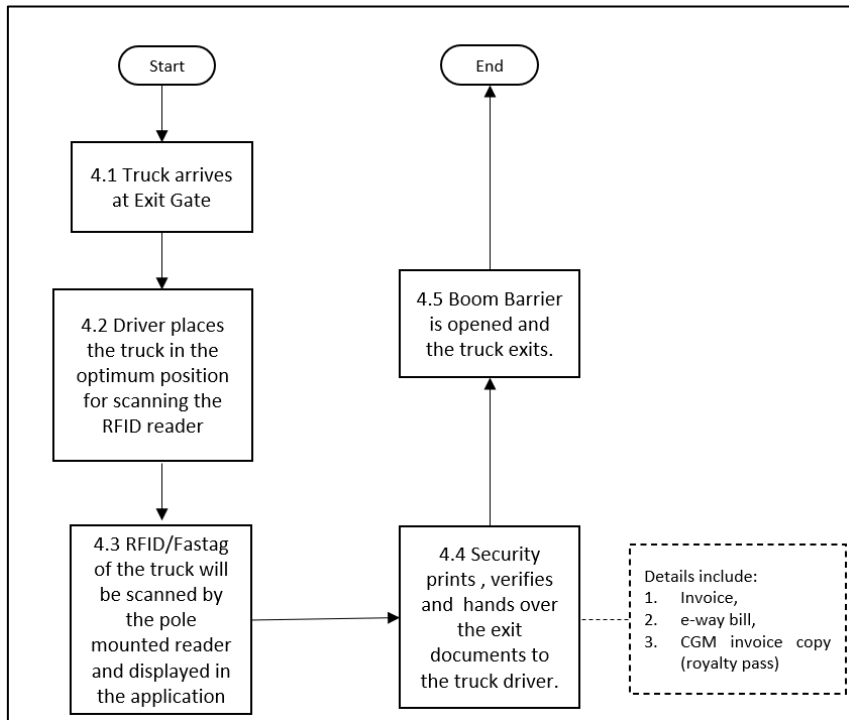


Figure 8 Checkpoint 4 - Mine Exit gate

## **Annexure 12: Description Of Approach, Methodology and Work Plan For Performing The Assignment/TOR**

Technical approach, methodology and work plan are key components of the Technical Bid/Proposal. Bidders are suggested to present their Technical Proposal divided into the following three chapters:

- a) Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Approach and Methodology**

- As per the Technical Marking system
- b) **Work Plan:** In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.
- c) **Organization and Personnel:** In this chapter, the Bidder should **propose and justify** the structure and composition of proposed team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to Scope of Work

**Annexure 13: Undertaking**

Date: dd/mm/yyyy

To,

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and we are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

**Signed by**

**Authorized Signatory with designation**

## Annexure 14: Banks List for the Bank Guarantee

### Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.



(S. Chhakehuak)

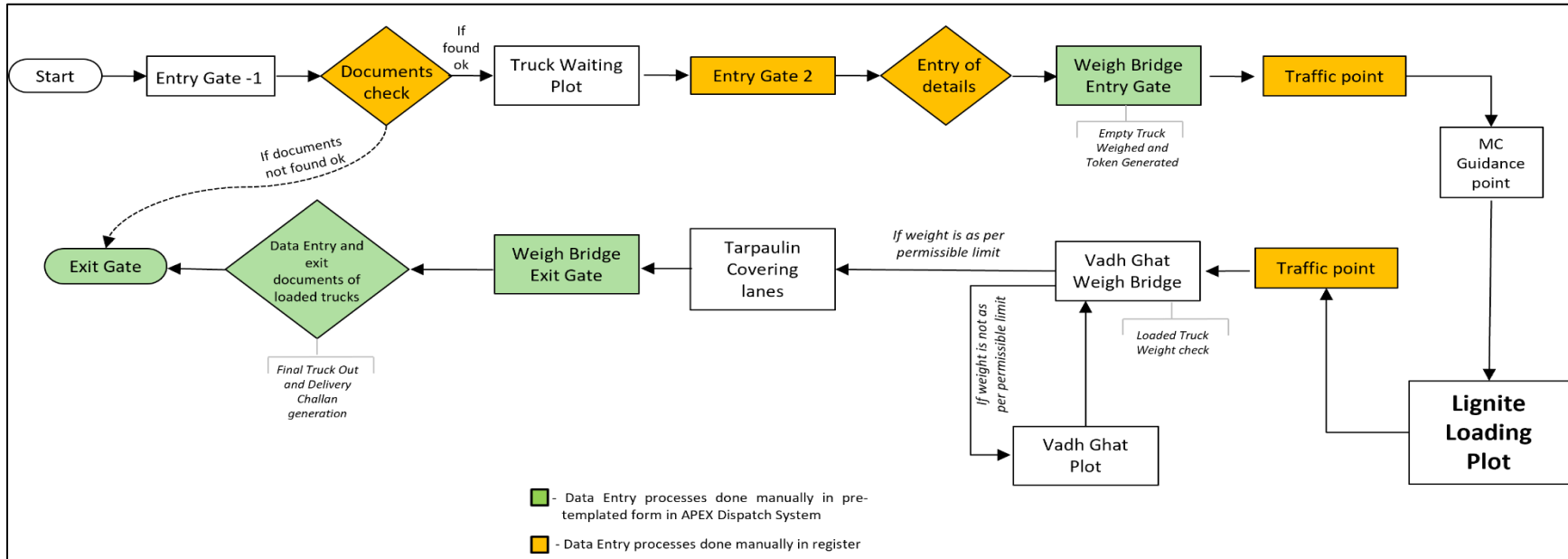
Additional Secretary (Budget)

Finance Department

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**Annexure 15: Existing Truck Circuit Process Flow at Mata No Madh and Umarsar Mine**

**1. Mata No Madh**



**Figure 9 Existing Truck Movement at Mata no Madh Mines**

The above illustrated flow diagram represents the movement of a single truck within the Mata no Madh mine area, outlining the processes at each checkpoint and the corresponding data capture methods. Currently, the truck dispatch system at Mata no Madh mines lacks real-time truck monitoring within the premises. Instead, manual registers are utilized to record truck entries for lignite purchase and exits after loading with lignite. The existing APEX dispatch system records the truck's tare weight, entry and exit gate details, which are inserted into predefined forms for token generation, delivery challan issuance, and final truck billing. Below are the details of data points captured at each check gate in accordance with the truck's movement:

Table 2 Existing Truck Movement Process description at Mata no Madh mines

Check Gates	Process Details	Datapoints
<p><b>Entry Gate 1</b></p>	<p><b>Process Name:</b> Physical documents verification for Entry in the mine premises.</p> <p><b>Process Method:</b> Manual entry of details as per the physical documents provided by the Truck driver in register maintained by the checkpoint personnel.</p> <p><b>Process Description:</b> Data points noted in physical register maintained by Checkpoint personnel at the checkpoint.</p>	<ol style="list-style-type: none"> <li>1. Truck number</li> <li>2. Name of driver</li> <li>3. License number</li> <li>4. Serial of Transport Slip number</li> </ol>
<p><b>Entry Gate 2</b></p>	<p><b>Process Name:</b> Data Entry for registering the Truck in the mine premises</p> <p><b>Proceed Method:</b> Manual entry of data points in the register by the checkpoint operator.</p> <p><b>Process Description:</b> Data points noted in physical register maintained by Checkpoint personnel at the checkpoint.</p>	<ol style="list-style-type: none"> <li>1. Sr. no.</li> <li>2. Reporting Time and date</li> <li>3. Truck number</li> <li>4. Driver's name</li> <li>5. Driver's License number</li> <li>6. Village</li> <li>7. Transport slip/Chitthi number (DO details)</li> <li>8. Coal Type</li> <li>9. Name of checkpoint personnel</li> </ol>

Check Gates	Process Details	Datapoints
<p><b>Weigh Bridge Entry Gate</b></p>	<p><b>Process Name:</b> Weighment of the Empty Truck and Physical Token Generation</p> <p><b>Process Method:</b> Entry of data points in the computer by the checkpoint operator.</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. Tare weight of the truck is automatically captured by the weighbridge and is entered in the standalone pre-templated form in the APEX Dispatch system by the operator at the checkpoint.</li> <li>2. Physical Token Generation activity takes place after entering the data points.</li> <li>3. The Token is then handed over to the Truck driver for moving to the next checkpoint.</li> <li>4. The pre-templated form is integrated in the existing APEX Dispatch System application which is hosted on the existing Oracle Apex platform.</li> </ol>	<ol style="list-style-type: none"> <li>1. Reporting Time and date</li> <li>2. Quota date</li> <li>3. Token No</li> <li>4. Grade</li> <li>5. Truck No</li> <li>6. Tare Weight</li> <li>7. Traffic Point</li> </ol>
<p><b>Traffic Point Entry</b></p>	<p><b>Process name:</b> Providing directions to each truck for entering the respective lignite loading point as per the on-ground excavation activity.</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b></p>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> <li>4. In time</li> </ol>

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<b>Check Gates</b>	<b>Process Details</b>	<b>Datapoints</b>
	<ol style="list-style-type: none"> <li>1. The Data points are noted in physical register by the checkpoint personnel at the checkpoint.</li> <li>2. As per the required loading weight the checkpoint personnel directs the truck to go to the respective excavator at the Lignite loading point in the mine pit.</li> </ol>	
<b>Traffic Point Exit</b>	<p><b>Process name:</b> Verification of the loaded truck</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b></p> <p>The checkpoint personnel checks the loaded truck and notes the data points in physical register.</p>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> <li>4. Out time</li> </ol>
<b>Vadh Ghat Weigh Bridge</b>	<p><b>Process Name:</b> Weighment of the Lignite Loaded Truck</p> <p><b>Process Method:</b> Physical verification with token and displayed loaded truck weight</p> <p><b>Process Description:</b> The weight of the loaded truck is captured by the weighbridge and is then verified with the physical token details by the operator at the checkpoint manually. If the weight is as per the permissible limit as per the token details then the truck is allowed to go to the next check point. Otherwise, the truck is directed to Vadh Ghat plot to balance the extra/short</p>	<p>Token details w.r.t. weight to be loaded is verified with the captured loaded truck weight from the weighment.</p>

Check Gates	Process Details	Datapoints
	lignite loading and again brought back to the Weigh Bridge for weighment.	
<b>Weigh Bridge Exit Gate</b>	<p><b>Process Name:</b> Weighment of the Loaded Truck and Final Truck out documents generation</p> <p><b>Process Method:</b> Entry of the data points in computer</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. GMDC supervisor or GMDC appointed operator personnel or MDO personnel enters the truck number and Truck Out time in existing Dispatch system at the checkpoint.</li> <li>2. The Weigh bridge system is integrated with Oracle ERP so weight of the loaded truck is automatically plugged into ERP system.</li> <li>3. Loaded truck weight of the truck is automatically captured by the weighbridge and is entered in the standalone pre-templated form in the computer by the operator at the checkpoint.</li> <li>4. The pre-templated form is integrated in the existing Dispatch System application which is hosted on the existing Oracle Apex platform.</li> <li>5. The documents related to Royalty deduction, E-Way bill, e-invoice and material deduction from the total booked material are generated in hard copy by the operator at the</li> </ol>	<p>With the above details the below documents are also printed from the Oracle ERP:</p> <ol style="list-style-type: none"> <li>1. Royalty deduction</li> <li>2. CGM from royalty deduction</li> <li>3. E way bill</li> <li>4. E invoices</li> <li>5. Material deduction details from total booked material</li> </ol>

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Check Gates	Process Details	Datapoints
	<p>checkpoint and handed over to the truck driver generated from ERP.</p> <p>6. The truck then moves towards the mine exit gate.</p> <p>7. The third party APIs for GST, e-invoice, e-way bill, CGM ILMS are integrated with the Oracle ERP system.</p>	
<b>Mine Exit Gate</b>	<p><b>Process Name:</b> Enter details for registering the Truck in the mine premises at Out gate after loading lignite</p> <p><b>Process Method:</b> Entry of data points in the computer by the checkpoint operator.</p> <p><b>Process Description:</b> Data points added in standalone pre-templated form in the computer by the operator at the checkpoint.</p> <p>The form is integrated in the existing Dispatch System application which is hosted on the existing Oracle Apex platform.</p>	<ol style="list-style-type: none"> <li>1. Out date and Out Time</li> <li>2. Truck No.</li> <li>3. Total time in mines:</li> <li>4. Royalty no.</li> <li>5. Invoice no</li> <li>6. Net weight</li> <li>7. Empty truck reason</li> <li>8. Remarks</li> <li>9. Name of Checkpoint personnel</li> </ol>

### 1. Umarsar Mines

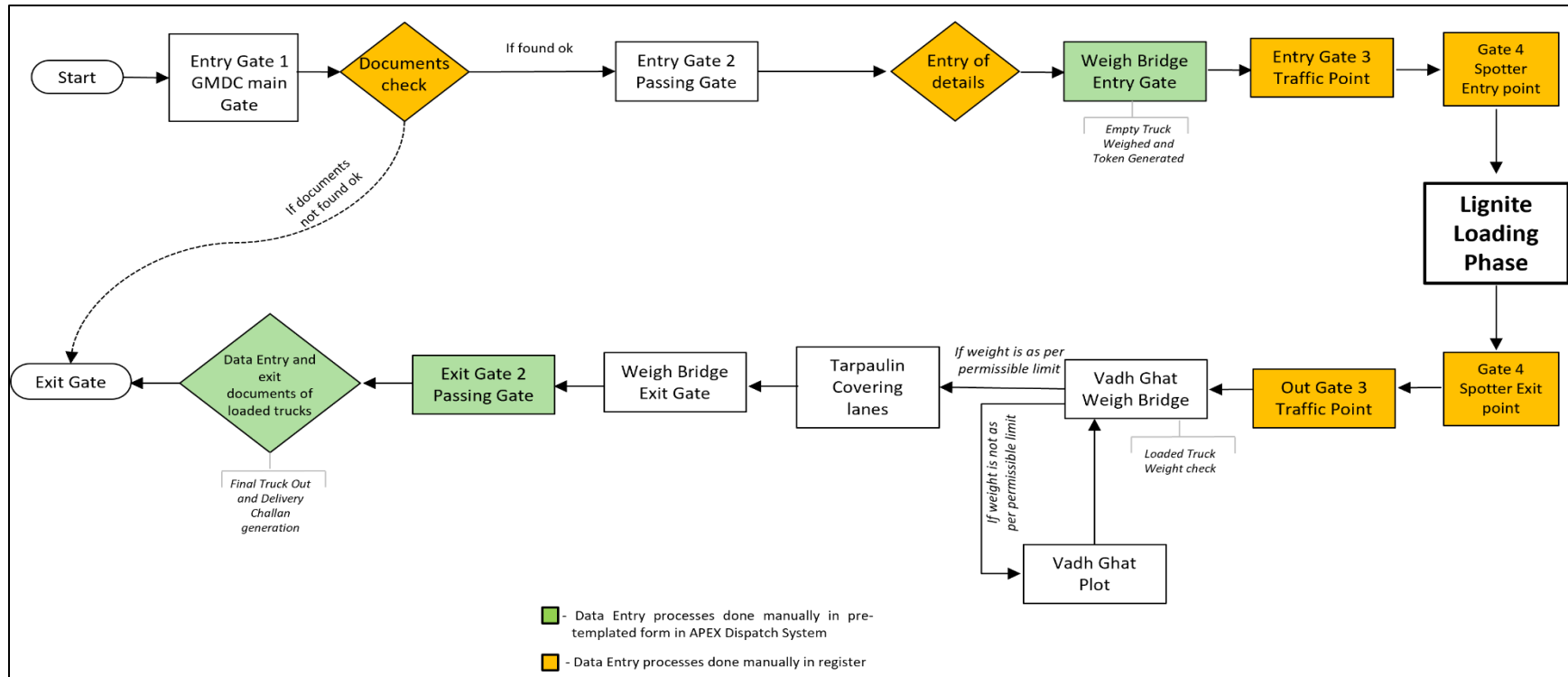


Figure 10 Existing Truck Movement at Umarsar Mines

The above illustrated flow diagram represents the movement of a single truck within the Umarsar mine area, outlining the processes at each checkpoint and the corresponding data capture methods. Currently, the truck dispatch system at Umarsar mines lacks real-time truck monitoring within the premises. Instead, manual registers are utilized to record truck entries for lignite purchase and exits after loading with lignite. The existing APEX dispatch system records the truck's tare weight, entry and exit gate details, which are inputted into predefined forms for token generation, delivery challan issuance, and final truck billing. Below are the details of data points captured at each checkpoint in accordance with the truck's movement:

Table 3 Existing Truck Movement Process description at Umarsar mines

Check Gates	Process Details	Datapoints
<b>Entry Gate 1</b>	<p><b>Process Name:</b> Physical documents verification for Entry in the mine premises.</p> <p><b>Process Method:</b> Manual entry of details as per the physical documents provided by the Truck driver in register maintained by the checkpoint personnel.</p> <p><b>Process Description:</b> Data points noted in physical register maintained by Checkpoint personnel at the checkpoint.</p>	<ol style="list-style-type: none"> <li>1. Truck number</li> <li>2. Name of driver</li> <li>3. License number</li> <li>4. Serial of Transport Slip number</li> </ol>
<b>Entry Gate 2 – Passing Gate</b>	<p><b>Process Name:</b> Data Entry for registering the Truck in the mine premises</p> <p><b>Proceed Method:</b> Manual entry of data points in the register by the checkpoint operator.</p> <p><b>Process Description:</b> Data points noted in physical register maintained by Checkpoint personnel at the checkpoint.</p>	<ol style="list-style-type: none"> <li>1. Sr. no.</li> <li>2. Reporting Time and date</li> <li>3. Truck number</li> <li>4. Driver's name</li> <li>5. Driver's License number</li> <li>6. Village</li> <li>7. Transport slip/Chitthi number (DO details)</li> <li>8. Coal Type</li> <li>9. Name of checkpoint personnel</li> </ol>
<b>Weigh Bridge Entry Gate</b>	<p><b>Process Name:</b> Weighment of the Empty Truck and Physical Token Generation</p> <p><b>Process Method:</b> Entry of data points in the computer by the checkpoint operator.</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. Tare weight of the truck is automatically captured by the weighbridge and is entered in the standalone pre-templated form in the APEX Dispatch system by the operator at the checkpoint.</li> <li>2. Physical Token Generation activity takes place after entering the data points.</li> <li>3. The Token is then handed over to the Truck driver for moving to the next checkpoint.</li> </ol>	<ol style="list-style-type: none"> <li>1. Reporting Time and date</li> <li>2. Quota date</li> <li>3. Token No</li> <li>4. Grade</li> <li>5. Truck No</li> <li>6. Tare Weight</li> <li>7. Traffic Point</li> </ol>

Check Gates	Process Details	Datapoints
	<p>4. The pre-templated form is integrated in the existing APEX Dispatch System application which is hosted on the existing Oracle Apex platform.</p>	
<p><b>Entry gate 3 Traffic Point</b></p>	<p><b>Process name:</b> Providing directions to each truck for entering the respective lignite loading point as per the on-ground excavation activity.</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. The Data points are noted in physical register by the checkpoint personnel at the checkpoint.</li> <li>2. As per the required loading weight the checkpoint personnel directs the truck to go to the respective excavator at the Lignite loading point in the mine pit.</li> </ol>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> <li>4. In time</li> </ol>
<p><b>Gate 4 Spotter Entry Point</b></p>	<p><b>Process name:</b> Providing directions to each truck for entering the respective lignite loading point as per the on-ground excavation activity.</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. The Data points are noted in physical register by the checkpoint personnel at the checkpoint.</li> <li>2. As per the required loading weight the checkpoint personnel directs the truck to go to the respective excavator at the Lignite loading point in the mine pit.</li> </ol>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> </ol> <p>In time</p>

Check Gates	Process Details	Datapoints
<p><b>Gate 4 Spotter Exit Point</b></p>	<p><b>Process name:</b> Verification of the loaded truck</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b></p> <p>The checkpoint personnel checks the loaded truck and notes the data points in physical register.</p>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> <li>4. Out time</li> </ol>
<p><b>Traffic Point Exit</b></p>	<p><b>Process name:</b> Verification of the loaded truck</p> <p><b>Process Method:</b> Data Entry in physical register.</p> <p><b>Process Description:</b></p> <p>The checkpoint personnel checks the loaded truck and notes the data points in physical register.</p>	<ol style="list-style-type: none"> <li>1. Pit name/details</li> <li>2. Truck number</li> <li>3. Token no.</li> <li>4. Out time</li> </ol>
<p><b>Vadh Ghat Weigh Bridge</b></p>	<p><b>Process Name:</b> Weighment of the Lignite Loaded Truck</p> <p><b>Process Method:</b> Physical verification with token and displayed loaded truck weight</p> <p><b>Process Description:</b> The weight of the loaded truck is captured by the weighbridge and is then verified with the physical token details by the operator at the checkpoint manually. If the weight is as per the permissible limit as per the token details then the truck is allowed to go to the next check point. Otherwise, the truck is directed to Vadh Ghat plot to balance the extra/short lignite loading and again brought back to the Weigh Bridge for weighment.</p>	<p>Token details w.r.t. weight to be loaded is verified with the captured loaded truck weight from the weighment.</p>

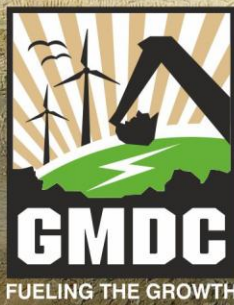
Check Gates	Process Details	Datapoints
<p><b>Weigh Bridge Exit Gate</b></p>	<p><b>Process Name:</b> Weighment of the Loaded Truck and Final Truck out documents generation</p> <p><b>Process Method:</b> Entry of the data points in computer</p> <p><b>Process Description:</b></p> <ol style="list-style-type: none"> <li>1. GMDC supervisor or GMDC appointed operator personnel or MDO personnel enters the truck number and Truck Out time in existing Dispatch system at the checkpoint.</li> <li>2. The Weigh bridge system is integrated with Oracle ERP so weight of the loaded truck is automatically plugged into ERP system.</li> <li>3. Loaded truck weight of the truck is automatically captured by the weighbridge and is entered in the standalone pre-templated form in the computer by the operator at the checkpoint.</li> <li>4. The pre-templated form is integrated in the existing Dispatch System application which is hosted on the existing Oracle Apex platform.</li> <li>5. The documents related to Royalty deduction, E-Way bill, e-invoice and material deduction from the total booked material are generated in hard copy by the operator at the checkpoint and handed over to the truck driver generated from ERP.</li> <li>6. The truck then moves towards the mine exit gate.</li> <li>7. The third party APIs for GST, e-invoice, e-way bill, CGM ILMS are integrated with the Oracle ERP system.</li> </ol>	<p>With the above details the below documents are also printed from the Oracle ERP:</p> <ol style="list-style-type: none"> <li>1. Royalty deduction</li> <li>2. CGM from royalty deduction</li> <li>3. E way bill</li> <li>4. E invoices</li> <li>5. Material deduction details from total booked material</li> </ol>
<p><b>Mine Exit Gate</b></p>	<p><b>Process Name:</b> Enter details for registering the Truck in the mine premises at Out gate after loading lignite</p>	<ol style="list-style-type: none"> <li>1. Out date and Out Time</li> <li>2. Truck No.</li> <li>3. Total time in mines:</li> <li>4. Royalty no.</li> </ol>

*Request for Proposal (RFP) for a Comprehensive Smart Solution for Mine Digitalization and real-time Monitoring of Vehicles for GMDC's multiple mines*

Check Gates	Process Details	Datapoints
	<p><b>Process Method:</b> Entry of data points in the computer by the checkpoint operator.</p> <p><b>Process Description:</b> Data points added in standalone pre-templated form in the computer by the operator at the checkpoint.</p> <p>The form is integrated in the existing Dispatch System application which is hosted on the existing Oracle Apex platform.</p>	<ol style="list-style-type: none"> <li>5. Invoice no</li> <li>6. Net weight</li> <li>7. Empty truck reason</li> <li>8. Remarks</li> <li>9. Name of Checkpoint personnel.</li> </ol>

**Annexure 16: Format for Change Request management**

Change Control Note(CCN):	CCN Number:
Title:	
Originator:	
Date of Initiation	
Brief Description of Proposed Change:	
Deliverables:	
Impact:	
No. of Resources:	
Timeline of Execution:	



**Gujarat Mineral Development Corporation Ltd.**  
(A Government of Gujarat Enterprise)

CIN No. : L14100GJ1963SGC001206

Khanij Bhavan, 132 ft. Ring Road, Near Gujarat University Ground, Vastrapur, Ahmedabad- 380052 India