

**Request for Proposal ('RFP') For Selection of Vendor  
for Upgradation of existing Command Control Centre  
to Unified Command Control Centre & Implementation  
of Intelligent Enforcement Management System (IEMS)  
for Office of the Transport Commissioner, Odisha**



**Government of Odisha  
Commerce & Transport (Transport) Department**

Tender Inviting Authority

Transport Commissioner, Odisha, 6th Floor, Rajaswa Bhawan, Chandini Chowk,  
Cuttack, Odisha. Pin: 753002, Phone: 0671-2507042

**Volume:1 (Instruction to Bidders)**

Tender No: Ref Number: **LXVII-424/2022/R.S./T.C -**

Date: **02-02-2024**

E.M.D: **Rs. 1,00,00,000.00 (One Crore Rupees Only)**

Tender Fee: Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1,800/-)}

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**Tender Disclaimer**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Transport Commissioner, Odisha, hereinafter called "Authority" or any of its employees is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

Transport Commissioner, Odisha also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Transport Commissioner, Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that Transport Commissioner, Odisha is bound to select a Bidder or to appoint the selected Bidder or Operator, as the case may be, for the Project and Transport Commissioner, Odisha reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Transport Commissioner, Odisha reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its 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 Transport Commissioner, Odisha or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Transport Commissioner, Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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**Bid Data Sheet**

#	Information	Details
1.	RFP Issuing Authority	Transport Commissioner, Odisha
2.	Purpose of RFP	<b>Request for Proposal ('RFP') For Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre &amp; Implementation of Intelligent Enforcement Management System (IEMS)for Office of the Transport Commissioner, Odisha</b>
3.	RFP Issue Date	<b>01/02/2024</b>
4.	Availability of RFP documents	The RFP is available and downloadable on ( <a href="http://odishatransport.gov.in/">http://odishatransport.gov.in/</a> ) All Subsequent changes to the Bidding document shall be published on the above-mentioned website.
5.	Non-Refundable RFP Cost	Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1,800/-)} inform of Demand Draft issued by any Nationalized drawn in favor of <b>Transport Commissioner, Odisha</b> payable at Cuttack valid for 180 days from the date of submission of bid. The tender fee shall be submitted by all the participants in this tender.
6.	Earnest Money Deposit	An EMD of <b>INR 1,00,00,000 (Indian Rupees One Crore)</b> in the form of <b>demand draft (DD) or bank guarantee (BG)</b> from <b>any Scheduled Commercial bank or Nationalized Bank in India</b> and drawn in favour of the <b>"Transport Commissioner, Odisha"</b> and payable at <b>"Cuttack"</b> , must be submitted along with the Proposal. <b>If the EMD is submitted through a bank guarantee, it must be in the format set out in Annexure 21</b> and the minimum validity date of the bank guarantee should be 180 (one hundred eighty) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such an extended period.  <i>The bidders who had submitted EMD earlier for the Tender No. LXVII-424/2022/R.S/T.C – 16953, need not submit EMD while submitting fresh bid invited vide Tender No. LXVII-424/2022/R.S/T.C – - _____.</i>  However, the bidders shall provide reference document of EMD in present tender. For others, EMD shall be submitted as described in this RFP.

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#	Information	Details
7.	Last Date and time (deadline) for receipt of proposals in response to RFP notice	<b>16-02-2024 by 02.00 P.M.</b> Road Safety Lead Agency Cell, Office of the Transport Commissioner 7th Floor, Rajaswa Bhawan, P.O- Chandini Chowk, Cuttack, Pin: 753002 Odisha.0671-2507042
8.	Queries	Any queries related to this RFP should be submitted to staroadsafety@gmail.com by email on or before 5.00 PM on 07-02-2024. Any queries beyond the stipulated time provided shall not be considered.
9.	Date, time, and venue of opening of Technical Proposals received in response to the RFP notice	<b>16-02-2024 at 04:30 P.M.</b> Conference Hall Office of the Transport Commissioner 7th Floor, Rajaswa Bhawan, P.O- Chandini Chowk, Cuttack, Pin: 753002 Odisha.0671-2507042,
10.	Place, time, and date of opening of Financial Proposals received in response to the RFP notice	Office of the Transport Commissioner, Odisha will inform qualified bidders.
11.	Language	Proposals should be submitted in English only.
12.	Bid validity	Proposals must remain valid up to 180 days (One hundred eighty days) from the last date of submission of the Bid.

*Note: The bidders those who have participated in tender number 16953 dated 14-11-23 and submitted EMD in form Demand Draft/Bank Guarantee shall extend the validity of the Demand Draft/Bank Guarantee for a period of 180days from the date of issue of the present tender/RFP.*



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**Glossary of Terms**

The definitions of various terms that have been used in this RFP are as follows:

#	Term	Definition
1.	Request for Proposal (RFP)	means Request for Proposal for Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Implementation of Intelligent Enforcement Management System (IEMS) which comprises of Two volumes of RFP document, along with its Annexures and any other documents provided or issued during the selection of the MSI.
2.	Project	means of Intelligent Enforcement Management System (IEMS) as per the scope of work of the MSI specified in this RFP.
3.	Authority	means the Transport Commissioner, Odisha
4.	Contract / Agreement / Contract Agreement/ Master Services Agreement	means the Agreement to be signed between the successful bidder and Authority, including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, this RFP, the bid offer, the acceptance and all related correspondences, clarifications, and presentations.
5.	Bidder or Supplier	means the party who will be offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful party with whom Transport Commissioner, Odisha signs the agreement for rendering of goods and services for implementation of this project.
6.	Business day	shall be construed as a reference to a working day (other than Sunday and other state Government holidays)
7.	Conditions Precedent	means the obligations to be fulfilled by the Parties, prior to the Effective Date.
8.	Proposal / Bid	means the Pre-qualification, Technical and Financial bids submitted for this project against this RFP including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, this RFP, the bid offer, the acceptance and all related correspondences, clarifications, and presentations.
9.	Requirements	include all the documents prepared by Transport Commissioner, Odisha the Project, scope of work,

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#	Term	Definition
		Service Level Agreement, schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
10.	OEM	means the Original Equipment Manufacturer of any equipment / system / software / product who is providing such goods to the Authority under the scope of this RFP / Contract.it includes the OEM authorized dealer.
11.	Lol	means the letter of intent issued by Transport Commissioner, Odisha to the selected bidder towards award of contract.
12.	MSI	Master System Integrator selected for implementation, planning, coordination, scheduling, testing, improving of IEMS.
13.	Go-Live	means date of roll-out of application, with all required functionalities, for each of the specified phases and completion of all audit activities, in accordance with the requirements of the RFP, to the satisfaction of Transport Commissioner, Odisha.
14.	Consortium	<p>Consortium/Joint Venture consisting of 1 Lead bidder and 1 Consortium Partner shall be allowed.</p> <p>Lead Bidder shall act as the sole interface with the Office of the Transport Commissioner on behalf of the consortium and Lead bidder of the consortium shall be responsible and accountable for the successful execution of the entire project including operations and maintenance.</p> <p>A consortium must be formed prior to the last date of the bid submission.</p> <p>Under no circumstances consortium shall be formed after the last date of the bid submission.</p>

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## **1. INSTRUCTION TO BIDDERS**

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening and evaluation of bids and on the award of contracts. It is important that the Bidders carefully read and examine the RFP document.

### **1.1. General**

1. Transport Commissioner, Odisha invites proposals ("Bids") to **this Request for Proposal ("RFP") for Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Procurement, Supply Design, Commissioning & Implementation of Intelligent Enforcement Management System (IEMS)** for Office of the Transport Commissioner, Odisha" as described in the Scope of work in Volume 2 of this RFP.
2. The tenure of the contract of the successful bidders shall be for a term of Implementation Period plus 5 years of Operations & Maintenance phase ("the Term"). Transport Commissioner, Odisha, at its discretion, may extend the contract for further period of 2 years on the same terms & conditions and on the contract, prices decided pursuant to this RFP subject to satisfactory performance of the selected bidder.
3. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
4. All information supplied by the successful bidder may be treated as contractually binding on the bidder, after successful award of the assignment is made based on this RFP.
5. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Transport Commissioner, Odisha.
6. Transport Commissioner, Odisha may cancel this RFP at any time prior to a formal written agreement being executed between parties.
7. Proposals must be received not later than time, date and venue mentioned in the Proposal Data Sheet. Proposals that are received late shall not be considered in this tender process.
8. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against Transport Commissioner, Odisha or any officials or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
9. All proposals and accompanying documentation of the technical proposal shall become the property of Transport Commissioner, Odisha and shall not be returned after opening of the technical proposals.
10. The Bidder shall commit to take all measures, necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
11. The Bidders shall download the RFP document from the website as mentioned in the Proposal Data Sheet.

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12. The Bidders shall pay RFP document fee as prescribed in data sheet.
13. The downloading of the RFP documents shall be carried out strictly as provided.
14. The RFP document fee is non-refundable and not exempted.

**1.2. Completeness of Response**

1. The bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. The submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required in the RFP document or submission of a Bid not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the bid EMD.

**1.3. Proposal Preparation Cost**

1. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by Office of the Transport Commissioner, Odisha to facilitate the evaluation process, and all other related activities of the Bid process. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. All materials submitted by the bidder shall be the absolute property of Authority and no copyright etc. shall be entertained by Authority.

**1.4. Amendment of RFP Document**

1. All the Corrigendum / Addendum made in the document would be published on the web portal and shall be part of RFP.
2. The Bidders are advised to visit the portal on regular basis to check for necessary updates. Authority also reserves the right to amend the RFP at any point of time during the bid process.

**1.5. Bid Document Fee**

The bidders are requested to pay the Bid Document Fee as defined in this RFP. The RFP document can be downloaded from the portal (<http://odishatransport.gov.in/> and <https://enivida.odisha.gov.in/>) on registration. Bids that are not accompanied by the RFP Price or accompanied with inadequate RFP Price, shall be considered non-responsive and will be rejected.

**1.6. Sub-Contracting**

The bidder may engage a subcontractor with prior approval of Transport Commissioner for the work which is beyond his expertise.

However, it is clarified that the total project shall not be sub-contracted by the successful bidder under any circumstances. In the event any sub-contracting is awarded without the approval of the

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Transport Commissioner, then it will be termed as a violation of the Contract agreement. However, the network service provider and power service provider cannot be treated as a sub-contractor.

Any bidder who is awarded with the contract cannot sub-contract its work to the participant bidder/consortium of this bid.

### **1.7. If Bidder is Consortium**

#### **Qualifying Requirement**

The Bidder can be an individual entity or a consortium of entities meeting the Qualification criteria's. In case of a consortium, one of the consortium members shall be designated the Lead Consortium Member/Lead Bidder. The Bidder may seek qualification on the basis of technical and financial capability of its Parent(s) and/ or its Affiliate(s) for the purpose of meeting the qualification requirements. Authorization for use of such technical or financial capability shall have to be provided from its Parent(s) and/or Affiliate(s). The technical and financial capability of a particular entity, including its Parent(s) and/or Affiliate(s), shall not be used by more than one Bidder. The determination of the relationship of Parent(s) and/or Affiliate(s) with the Bidder shall be on the date 7 (seven) days prior to the last date of submission of the Bid. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Bid.

The Lead Bidder / Sole Bidder shall have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India at the time of submission of the Bid. In case of Award of Contract, other Consortium Members shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India.

In the event Selected Bidder is a consortium, the Lead Bidder in its individual capacity shall execute this Contract.

If at any stage of the bidding, any order/ ruling is found to have been passed in the last 1 (one) year preceding the Bid submission deadline by a competent Court of Law or any appropriate Commission or any Arbitral Tribunal against the Sole Bidder/ Lead Bidder/ any Consortium Members or its Affiliates for breach of any Contract awarded by any Government agency/department, then Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance to "Annexure-7" that no such order(s)/ ruling(s) have been passed by a competent Court of Law or an appropriate Commission against it or its Affiliates. In case of any such order/ ruling, it is the duty of the Bidder to inform [Utility] for the same during the Bid submission.

It is clearly understood that the Lead Bidder shall ensure performance of the Contract and if either of the members fail to perform their respective portion of the Contract, the lead bidder will be responsible and liable for the same.

The Lead Bidder of the Consortium will ensure following functions:

- a. To ensure the technical, commercial and administrative co-ordination of the Project;
- b. To lead the Contract negotiations with the Office of the Transport Commissioner;
- c. The Lead Bidder is authorized to receive instructions and shall assume responsibilities for and on behalf of all Parties; and
- d. In case of an award, act as channel of communication between Office of the Transport Commissioner and the Parties for execution of the Contract.

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**1.8. Contacting the Transport Commissioner, Odisha**

1. No Bidders/any of the consortium member shall contact the Transport Commissioner, Odisha on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
2. If a Bidder/any of the consortium member tries to directly influence the Authority or otherwise interfere in the bid submission and evaluation process and the Contract award decision, its bid may be rejected.

**1.9. Right to Terminate the Bid Process**

1. Transport Commissioner, Odisha may terminate the RFP process at any time and without assigning any reason. Transport Commissioner, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by Transport Commissioner, Odisha

**1.10. Right to Vary Scope of Contract**

1. Transport Commissioner, Odisha may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services, or scope of the Contract as specified.
2. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Transport Commissioner, Odisha's changed order.

**1.11. Bid Rejection Criteria**

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

1. Bids not qualifying under eligibility criteria.
2. Bids submitted without EMD or RFP/Tender fees.
3. Bids submitted through any other mode like email, fax etc. will not be considered.
4. Bids received through any platform other than prescribed platform as mentioned in the RFP.
5. Bids which do not confirm to the unconditional validity of the bid as prescribed in the RFP.
6. If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process.
7. Any effort on the part of a Bidders to influence the Authority's bid evaluation, bid comparison or contract award decisions.
8. Bids received by the Transport Commissioner, Odisha after the last date and time for receipt of bids prescribed in the data sheet.
9. Bids without signature of person (s) duly authorized on the bid.
10. Bids without power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
11. Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records.
12. Revelation of Prices in any form or by any reason before opening the Commercial Bid



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13. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
14. Bidders not quoting for the complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidders.
15. Bidders not complying with the General Terms and conditions as stated in the RFP Documents.
16. The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service Level Agreements of this RFP.
17. If it is found that bidders have tendered separately under different names for the same contract, all such RFP(s) shall stand rejected and RFP deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of the Transport Commissioner, Odisha for further penal action including blacklisting.
18. If after awarding the contract, it is found that the accepted bid violated any of the directions pertaining to the participation, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the bidders.
  - a) Price Bids that do not conform to the RFP's price bid format.
  - b) The total price quoted by the Bidders does not include all statutory taxes and levies applicable.

## **2. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.1. Instruction to Bidders for Online Bid Submission**

e-Nivida is a complete process of e-Tendering, from publishing of RFPs/tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

### **2.2. Guidelines for Registration**

- Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of Rs.2,500/- + Applicable GST.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
- Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

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- Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id odishaenivida@gmail.com for activation of the account.

### **2.3. Searching for Tender Documents**

- There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### **2.4. Preparation of Proposals**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid data sheet and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

### **2.5. Submission of Bid Proposals**

- Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions as mentioned in the tender document.
- Bidder shall select the payment option as per the tender document to pay the tender fee / Tender Processing fee as applicable and enter details of the instrument.
- In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned



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official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- The tender summary shall be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **2.6. Clarifications on using e-Nivida Portal**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the bid data sheet.

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No.: 011-49606060, 9355030604, 9355030613

Mail id: [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com)

### **2.7. Opening of the proposal**

The bidders should submit their responses as per format given in this RFP in the following manner:

- Response to Pre-Qualification Criteria
- Technical Proposal
- Commercial/Financial Proposal

Please Note that Prices should not be indicated in the Pre-Qualification Response or Technical Proposal but should only be indicated in the Commercial Proposal.

The Proposals submitted within time limits mentioned in the RFP will be opened at State Transport Authority, Odisha, 7thFloor, Rajaswa Bhawan, Cuttack – 753002 on the date and time

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mentioned in RFP by Tender Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal. The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

## **2.8. Earnest Money Deposit (EMD)**

1. An EMD of INR 1,00,00,000 (Indian Rupees One Crore) in the form of demand draft or bank guarantee from any Scheduled Commercial bank or Nationalized Bank in India and drawn in favour of the "Transport Commissioner, Odisha" and payable at "Cuttack", must be submitted along with the Proposal. If the EMD is submitted through a bank guarantee, it must be in the format set out in Annexure 10 and the minimum validity date of the bank guarantee should be 180 (one hundred eighty) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.
2. Bidders shall submit, along with their bids, EMD as per the details mentioned in the Data Sheet.
3. EMD of all bidders would be refunded by Transport Commissioner, Odisha after submission of Performance Bank Guarantee by the successful bidder.
4. EMD of technically disqualified bidders would be refunded by Transport Commissioner, Odisha after completion of technical evaluation.
5. The successful Bidder's EMD will be discharged upon the Bidder executing the Contract and furnishing the Bank Guarantee for contract performance.
6. The EMD amount is interest free and will be refundable without any accrued interest on it.
7. In case bid is submitted without the EMD, the bid shall be summarily rejected.
8. The EMD may be forfeited:
  - a) If a bidder withdraws its bid during the period of bid validity.
  - b) If the successful bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
  - c) If the successful bidder fails to sign the Agreement within 07 days from the issue of Letter of Intent (LOI) by Transport Commissioner, Odisha.
9. The Bidder shall submit the original of the DD towards EMD (mentioned in the Proposal Data Sheet) at the address, time, and date.

## **2.9. Bidders Authorization**

1. The "Bidders" as used in the RFP documents shall mean the one who has signed the RFP Forms. The Bidders may be either the Principal Officer or his duly Authorized Representative, in either case, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished, and signed by the representative and the principal.
2. The authorization shall be indicated by written power-of-attorney accompanying the bid in the name of the signatory of the Proposal.

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3. In case of consortium, both parties shall indicate a single Authorization through a Consortium Agreement and power-of-attorney.
4. Any change in the Principal Officer/Authorization shall be intimated to Transport Commissioner, Odisha in advance.

**2.10. Address for Correspondence**

The Bidders shall designate the official mailing and e-mail address to which all correspondence shall be sent.

**2.11. Local Conditions**

1. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. Transport Commissioner, Odisha shall not entertain any request for clarification from the Bidders regarding such conditions.
2. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract shall in no way relieve the successful Bidders from performing any work in accordance with the RFP documents.
3. Neither any change in the time schedule of the contract nor any financial adjustments to the contract awarded under the bidding documents shall be permitted by the Transport Commissioner, Odisha on account of failure of the Bidders to apprise themselves of local laws and prevailing conditions.

**2.12. Site Visits by Bidder**

The Bidder at its own cost may visit and examine the existing infrastructure of Command-and-Control Center, at during any working hour on any working day. Prior intimation in this regard may be shared through email.

**2.13. Language**

The proposal should be filled by the bidders in English language only in bold capital letter. If any supporting documents are submitted in any language other than English, translated version of the same in English language is to be submitted along with duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

**2.14. Bid validity period.**

If a Bidder submits or participates in more than one Proposal and / or presents more than one Solution, then the Bidder shall be disqualified.

In case of consortium, any member who is part of a consortium, shall not be part of any other consortium or submit proposal as a sole bidder.

**2.15. Additional Conditions**

1. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against Transport Commissioner, Odisha or any of its employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

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2. All proposals and accompanying documentation of the technical proposal will become the property of Transport Commissioner, Odisha and will not be returned to the bidders.

**2.16. Right to Terminate Bid Process**

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

**2.17. Compliant proposals/Completeness of response**

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done by the bidder after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
  - a) Include all documentation specified in this RFP.
  - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP.
  - c) Comply with all requirements as set out within this RFP.
3. Bidder should not propose multiple options for any system software or other infrastructure proposed as part of the bid.
4. For all the components, wherever applicable, bidder needs to provide the data sheets of the product.

**2.18. Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. No Deviations and Exclusions to the RFP are allowed. In the absence of any specific provision in the agreement on any issue, the decision by Transport Commissioner, Odisha shall be final.

**2.19. Modification and Withdrawal of Bids**

1. No bid shall be altered / modified after its submission to the Transport Commissioner, Odisha. Unsolicited correspondences in this regard from Bidders shall not be considered.
2. No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidders in the Bid.
3. Withdrawal of a bid during the bid process shall result forfeiture of its EMD.
4. Prices in any form or by any reason before opening the Commercial Bid should not be revealed. If price change is envisaged due to any clarification, revised financial Bid can be called from all the bidders by Transport Commissioner, Odisha.

### **3. BID OPENING AND EVALUATION PROCESS**

#### **3.1. Opening of Bids**

1. The bids that are submitted successfully shall be opened as per date and time given in Proposal Data Sheet, as per the procedure only in the presence of bidders or their respective duly authorized representatives.
2. Total transparency will be observed and ensured while opening the Proposals/Bids.
3. Transport Commissioner, Odisha reserves the right to postpone or cancel the Bid opening schedules.
4. Bid opening will be conducted in two stages.
  - a) In the first stage, Pre-qualification Proposals would be opened. The EMD of the Bidders will be opened on the same day and time, on which the Pre-qualification Proposal is opened. Technical Proposals of Bidders who fulfil the Pre-qualification criteria will be opened.
  - b) In the second stage, Commercial Proposal of those Bidders whose Technical Proposals qualify, would be opened.
  - c) In the event of the specified date of Bid opening being declared as Government holiday, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative(s) of any Bidder remain(s) absent, Transport Commissioner, Odisha will continue the process and open the bids of the all the other Bidders, whose representatives are present.
  - d) The dates can be rescheduled as may be decided by the Transport Commissioner.

#### **3.2. Evaluation of Bids**

1. Transport Commissioner, Odisha will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
2. The Proposal Evaluation Committee constituted by Transport Commissioner, Odisha shall evaluate the responses to the RFP and all supporting documents / documentary evidence. The Bidders' technical solution will be evaluated as per the requirements and evaluation criteria as spelt out in the RFP document.
3. The Committee may seek inputs from their professional and technical experts in the evaluation process.
4. Transport Commissioner, Odisha reserves the right to do a reference check of the past credentials stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.
5. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained in this regard.
6. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
7. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. Transport Commissioner, Odisha's interest is in the quality and responsiveness of the proposal.

#### **3.3. Clarification/Justification on Bids**

1. During the bid evaluation, Transport Commissioner, Odisha may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in

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writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Transport Commissioner, Odisha may ask for clarifications as many times as possible from the bidders to the satisfaction of the Technical Evaluation committee.

2. If the bidder fails to provide the clarification or any additional information sought, the information provided in the technical proposal only, will be used for evaluation. It is clearly understood that the additional information or clarification on the technical proposal provided by the bidders will not be the basis for affecting any changes in the Commercial Proposal already submitted by the bidders.

### 3.4. Preliminary Examination of Bids

1. Office of the Transport Commissioner, Odisha will examine the bids to determine whether they are complete, whether the required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the RFP, will be rejected by Transport Commissioner, Odisha and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection. Initial Bid scrutiny will be held, and bids will be treated as non-responsive, if bids are:
  - a) Not submitted in format as specified in the RFP document Received without the Letter of Authorization (Power of Attorney) Found with suppression of details
  - b) With incomplete information, subjective, conditional offers, and partial offers submitted
  - c) Submitted without the documents requested
  - d) Non-compliant to any of the clauses mentioned in the RFP
  - e) With lesser validity period.

### 3.5. Pre-Qualification

The bidders shall be evaluated based on the Pre-Qualification criteria mentioned below. The bidders should fulfil all the following eligibility criteria, as per details mentioned below. Bidders who fulfil all the Eligibility criteria, will be considered for further Technical Evaluation. The proposal failing to meet all the below pre-qualification eligibility criteria shall be disqualified and shall not be considered for technical evaluation process. Decision of Authority shall be final in this matter and would be binding upon the bidder.

#	Criteria	Pre-qualification Criteria	Supporting Document
<b>PQ-1</b>	<b>Legal Entity</b>	<p>The bidder/members of consortium must be a company registered in India under Indian Companies Act 1956/2013, since last 7 years as on date of publication of bid.</p> <p>OR</p> <p>The Bidder/members of consortium shall be a partnership firm and should be registered under Partnership Act, 1932 or LLP Act of 2008 in India, since last 7</p>	<p>Bidder/Consortium shall submit:</p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation / Registration under Companies Act 1956/ 2013 / Partnership firms Act of 1932 / LLP Act of 2008</li> <li>• Memorandum and Articles of Association (as applicable)</li> </ul>



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		<p>years as on date of publication of bid.</p> <p>The bidder/all members of consortium must have GST registration &amp; up- to-date Income Tax Return, PAN Number as on 31st March 2023.</p> <p>Note: - Consortium/Joint Venture consisting of 1 Lead bidder and 1 Consortium Partner shall be allowed.</p> <p>Lead Bidder shall act as the sole interface with the Office of the Transport Commissioner on behalf of the consortium and Lead bidder of the consortium shall be responsible and accountable for the successful execution of the entire project including operations and maintenance.</p> <p>A consortium must be formed prior to the last date of the bid submission.</p> <p>Under no circumstances consortium shall be formed after the last date of the bid submission.</p>	<ul style="list-style-type: none"> <li>• GST Registration Certificate</li> <li>• Documentary proof for operations in India for a period of at least 7 years as on date of publication of bid.</li> </ul>
		<ul style="list-style-type: none"> <li>• In case of Consortium MoU to be signed with Leader bidder.</li> <li>• The Bidder/All members of consortium should have or shall be ready to set up a project office in Bhubaneswar with 30 days of issuance of LOA/I.</li> </ul>	<ul style="list-style-type: none"> <li>• Power of Attorney to the authorized person of the lead bidder (as per the format provided)</li> <li>• Undertaking by Bidder/All consortium members</li> </ul>
<b>PQ-2</b>	<b>Annual Turnover</b>	<p>The bidder/lead member of the consortium should have an average annual turnover of minimum INR 150 Crores in last 3 audited financial years (2023-2022, 2022-2021, 2021-2020).</p> <p>In the case of consortium, the member of consortium should have an average annual turnover of minimum INR 12.50 Crores in last 3 audited financial years (2023-2022, 2022-2021, 2021-2020).</p> <ul style="list-style-type: none"> <li>• The net worth of the bidder/all</li> </ul>	<ul style="list-style-type: none"> <li>• Audited statement for last 3 financial years (2023-2022, 2022-2021, 2021-2020).</li> <li>• Certificate from the Statutory auditor / Independent Chartered Accountant with seal and signature clearly specifying the average annual turnover for the specified years (2023-2022, 2022-</li> </ul>

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		members of consortium must be positive in the last three financial years (2023-2022, 2022-2021, 2021-2020) ending on 31st March 2023.	2021, 2021-2020).  • PSUs may submit provisional financial statements certified by Chartered Accountant.
<b>PQ-3</b>	<b>Technical Capability</b>	<p>The bidder/any member of consortium must have experience in implementation of at least following numbers of similar assignments of project and value specified herein: -</p> <p>One project of similar assignment in video surveillance, not less than the amount ₹40,00,00,000/- (Forty Crore Only)</p> <p>OR</p> <p>Two projects of similar assignment in video surveillance, each project must not less than the amount ₹30,00,00,000/- (Thirty Crore Only)</p> <p>OR</p> <p>Three projects of similar assignment in video surveillance, each project must not less than the amount ₹20,00,00,000/- (Twenty Crore Only)</p> <p>The “<b>Similar assignment</b>” of the work shall mean project including procurement, supply, installation and providing dedicated network connectivity, power supply connectivity, and maintenance of video management system/video analytics through camera/Radar or both in India with any state / central government / PSUs in last 7 years as on date of publication of bid.</p> <p>Note: The Bidder/The Lead Bidder need to specify the project/s for evaluation</p>	<p>• Copy of Work Order/agreement having the scope of work, client details and project value.</p> <p>AND</p> <p>• [ Completion / Substantial completion on installation and verification (Minimum 80% of Capex Project Cost) issued excluding O &amp; M cost, signed by the authorized signatory of the client entity on the entity’s Letterhead or certificate from Chartered Accountant /Statutory Auditor mentioning that the mentioned project work has been completed successfully along with scope and cost of the project.</p> <p>OR</p> <p>• Phase wise completion certificate from client stating the value of completed work.</p>
<b>PQ-4</b>	<b>OEM Certificate</b>	Copy of RFP specific Manufacturers Authorization Form (MAF) certified by Original Equipment Manufacturer should	Bidder/Consortium shall submit Manufacturers Authorization Form (MAF) certified by Original



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		<p>be submitted for Cameras, Radars, Network switches, UPS, LPU, Racks, Display System, Software products.</p> <p>The bidder must submit and mention in MAF from OEMs for comprehensive support &amp; warranty for 5 years with an extended warranty of another 2 years.</p> <p>The MAF shall duly stipulate the final warranty explicitly in favor of the Office of Transport Commissioner, without absolving the bidder from any of its obligations pertaining to warranty responsibilities.</p> <p>The letter from respective OEM should also confirm about the authorization of the products quoted are not end-of-life for further period of 7 years.</p>	Equipment Manufacturer.
<b>PQ-5</b>	<b>OEM Service Center</b>	<p>The major OEM (Camera, Software, Radar, Network Active and Passive components, Display, UPS, and servers) must have operational offices and service center in India.</p>	<p>Declaration along with documentary evidence needs to be submitted.</p> <p>OR</p> <p>Undertaking to open a project office in Odisha within a period of one month from signing the agreement</p>
<b>PQ-6</b>	<b>Camera OEM Criteria</b>	<p>Camera OEM should be Full and Contributing member / Registered affiliate member / User member in ONVIF, and model should be listed on ONVIF website. (All the certifications &amp; Credentials should be valid on the date of technical evaluation).</p>	Self-attested copies of relevant Documents.
<b>PQ-7</b>	<b>Blacklisting</b>	<p>The bidder/any of the OEM should not have been blacklisted/banned by any State/Central Government in India as on release date of this RFP for corrupt, fraudulent or any other unethical business practices or for any other reason in last 3 years from the date of</p>	<ul style="list-style-type: none"> <li>Undertaking on the letter head as per <b>Annexure: 7</b>.</li> </ul>

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		publishing this bid.  In case of Consortium all members should not have blacklisted/banned by any State/Central Government, in India as on date of release of this RFP for corrupt, fraudulent or any other unethical business practices or for any other reason.	
<b>PQ-8</b>	<b>Local Presence</b>	The bidding firm/any member of the consortium should have its offices in Odisha. However, if the presence is not there in the state, the bidder/Lead Bidder should give an undertaking for establishment of an office, within one month from the date of issuance of Letter of Intent (LOI).	Document in support of address proof (Rent Agreement/ Telephone bill/ Electricity Bill) of office premises in Odisha.  OR  Undertaking to open a project office in Odisha within a period of one month from signing the agreement.
<b>PQ-9</b>	<b>ISO Certifications</b>	The bidder/all members of consortium should have valid ISO 9001:2015.  AND  The bidder/any member of consortium should have ISO 27000 & ISO 20000:1 at the time of submission of bid.	Copies of the Valid certificates in the name of bidder/member of consortium.
<b>PQ-10</b>	<b>Non-involvement in Litigation with Govt.</b>	The bidder/any member of the consortium shall not be involved in any litigation with either Central Government or any State Government.	Undertaking on the letter head as per <b>Annexure 16: Noninvolvement in any litigation with Government</b>

**Note:**

1. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise the bids shall not be considered for further evaluation.
2. Authority reserves the right to independently verify the documentary evidence including self-certifications submitted by the bidder along with bid.
3. The prospective Bidders shall enclose documentary evidence in support of the Pre-Qualification Criteria along with the Bid.
4. An indicative format for the Pre-Qualification Proposal is as follows [To be customized this list based on Pre-Qualification Criteria given below]:

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5.

Sr. No.	Criteria	Pre-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)
..		..	..	..	..

### 3.6. Technical Bid Evaluation

1. This shall be the second stage of the evaluation. Only those bidders who qualify for as per the pre-qualification shall be considered for technical evaluation.
2. In case of no response by the bidder to any of the requirements about the contents of the Technical Bid, he shall not be assigned any marks for the same.
3. Technical bid of the bidder shall be opened and evaluated for acceptability of Techno-functional requirements, deviations, and technical suitability. The bidders shall respond to the requirements as explained below for their evaluation about experience and qualification. Also, the bidder shall refer and respond to all technical requirements as mentioned in the RFP document.
4. The evaluation process would also include a presentation of technical proposal by the bidder.
5. Method of evaluation of selection of successful Bidder and award of Contract to bidder shall be on QCBS basis. All the bidders who secure overall minimum of 60% will be considered as technically qualified Technical Bidders.
6. The Evaluation Committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the Bidders will be announced prior to the opening of the Commercial Proposals.
7. The technical qualification criteria are based on the following components.

Section	Evaluation Criteria	Total Marks
A.	Financial Competency	15
B.	Relevant Project Experience	35
C.	Product Technical Compliance	15
D.	Proof of Concept	35

Sr. No	Criteria	Parameter	Maximum Mark	Supporting Documents				
A1	Financial Competency	<div>The bidder/lead member of the consortium should have an average annual turnover of minimum INR 150 Crores in last 3 audited financial years (2023-2022, 2022-2021, 2021-2020).</div> <table><tr><th>Average Annual Turnover</th><th>Marks</th></tr><tr><td>&gt; 150 Crores &lt;= 200 Crores</td><td>5</td></tr></table>	Average Annual Turnover	Marks	> 150 Crores <= 200 Crores	5	15	<ul style="list-style-type: none"><li>• Audited statement for last 3 financial years (2023-2022, 2022-2021, 2021-2020).</li><li>• Certificate from the Statutory auditor /</li></ul>
Average Annual Turnover	Marks							
> 150 Crores <= 200 Crores	5							

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Sr. No	Criteria	Parameter		Maximum Mark	Supporting Documents								
		<table><tr><td>&gt; 200 Crores &lt;= 300 Crores</td><td>10</td></tr><tr><td>&gt; 300 Crores</td><td>15</td></tr></table>	> 200 Crores <= 300 Crores	10	> 300 Crores	15			Independent Chartered Accountant with seal and signature clearly specifying the average annual turnover for the specified years (2023-2022, 2022-2021, 2021-2020).				
> 200 Crores <= 300 Crores	10												
> 300 Crores	15												
B. 1	Implementation Experience of video surveillance through camera/radar/both with analytics	<p>The bidder/any member of the consortium should have design and implementation experience in one single project of procurement, supply, installation of video surveillance through camera/radar/both with analytics for any state / central government / PSUs in India in last 7 years as on date of release of bid with project value:</p> <table><tr><th>Project Value</th><th>Marks</th></tr><tr><td>&gt; 20 Crores &lt;= 30 Crores</td><td>5</td></tr><tr><td>&gt; 30 Crores &lt;= 40 Crores</td><td>10</td></tr><tr><td>&gt; 40 Crores</td><td>15</td></tr></table>		Project Value	Marks	> 20 Crores <= 30 Crores	5	> 30 Crores <= 40 Crores	10	> 40 Crores	15	15	<ul style="list-style-type: none"><li>Copy of Work Order/agreement having the scope of work, client details and project value.</li></ul>
Project Value	Marks												
> 20 Crores <= 30 Crores	5												
> 30 Crores <= 40 Crores	10												
> 40 Crores	15												
B. 2	Networking Experience	<p>The bidder/any member of the consortium should have similar experience of single project for providing network connectivity across minimum 15 highway locations or 15 remote locations for any state / central government / PSUs in India in last 7 years as on date of release of bid.</p> <p>For this criteria, similar experience means a secured, network connectivity, having multi redundant paths from each field node. Network connectivity provided to different postal pin codes of cities, districts, villages, talukas shall be considered.</p> <table><tr><th>No. of Projects</th><th>Marks</th></tr><tr><td>1 Project</td><td>5</td></tr></table>		No. of Projects	Marks	1 Project	5	15	<ul style="list-style-type: none"><li>Copy of Work Order/agreement having the scope of work, client details and project value.</li></ul>				
No. of Projects	Marks												
1 Project	5												

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Sr. No	Criteria	Parameter			Maximum Mark	Supporting Documents								
		2 Projects	10											
		3 Projects	15											
B. 3	Command and Control Centre	The bidder/any member of the consortium should have experience in procurement, supply, installation of command-and-control centre having video wall, management system for any state / central government / PSUs in India in last 7 years as on date of release of bid with project value: <table><tr><th>No. of Projects</th><th>Marks</th></tr><tr><td>1 Project</td><td>3</td></tr><tr><td>2 Projects</td><td>5</td></tr><tr><td>3 Projects</td><td>10</td></tr></table>			No. of Projects	Marks	1 Project	3	2 Projects	5	3 Projects	10	10	<ul style="list-style-type: none"><li>Copy of Work Order/agreement having the scope of work, client details and project value.</li></ul>
No. of Projects	Marks													
1 Project	3													
2 Projects	5													
3 Projects	10													
C1	Certificate of speed violation detection	The accuracy of the radar speed detection system should be atleast 98% and capture up to minimum 180 kmph speeds during day and night for all types of vehicles. <table><tr><th>Speed Detection Capacity in kmph</th><th>Marks</th></tr><tr><td>&gt; 180 &lt; 190</td><td>6</td></tr><tr><td>&gt;= 190 &lt; 200</td><td>8</td></tr><tr><td>&gt;= 200</td><td>10</td></tr></table>			Speed Detection Capacity in kmph	Marks	> 180 < 190	6	>= 190 < 200	8	>= 200	10	10	The bidder/consortium member/OEM shall submit valid certification from any NABL accredited laboratory / ARAI/ICAT/VRDE/GARC certificate of Government of India or Indian testing agencies in accordance Section 167A and rule 126 of the Central Motor Vehicle Rules (CMVR) 1989. FCC, IEC 60068-2-31
Speed Detection Capacity in kmph	Marks													
> 180 < 190	6													
>= 190 < 200	8													
>= 200	10													
D1	Proof of Concept (PoC)	Evaluation committee will study the functionality and award marks for the demonstration and Proof of Concept (PoC)			35	Evaluation committee will study the functionality and award marks for the demonstration and Proof of Concept (PoC)								

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Sr. No	Criteria	Parameter		Maximum Mark	Supporting Documents
		<b>Criteria</b>	<b>Marks</b>		
		Approach & Methodology and Proposed Solution	5		
		Accuracy of Speed of SVD system	5		
		Accuracy of ANPR system	5		
		Demo Hardware in Line with the specifications	5		
		Uninterrupted Redundant network	5		
		Uninterrupted redundant Power supply	5		
		Software features like Unified CCC software, dashboarding, single interface etc.	5		

**Important Note:**

1. The Bidder/The Consortium need to submit checklist with indexing, failing of which may lead to disqualification.

### 3.7. Commercial Bid Evaluation

1. The commercial bids shall not be opened by Transport Commissioner, Odisha until the evaluations of technical bids have been completed. The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through email or written communication.
2. Prices quoted indicating total prices for all the deliverables and services shall be fixed and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. However, pursuant to the elapse of a four-year period from the date of contract inception, an adjustment in the aforesaid prices may be contemplated, subject to the variations in the Wholesale Price Index. The Bid Prices shall be indicated in Indian Rupees (INR) only and payments shall be made to successful bidders in Indian currency only.
3. The bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Transport Commissioner, Odisha reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
4. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax will be paid by Transport Commissioner, Odisha. Similarly, any benefits arising due to downward revision in tax rates, or any exemptions availed by the Bidders organization should be passed on to Transport Commissioner, Odisha.

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5. The individual cost components as detailed later in the RFP shall be submitted in the commercial envelope. The summary of all components shall be provided as BoQ format in excel.
6. An adjustable price quotation or conditional proposal shall be treated as non-responsive, and the bid may be rejected.
7. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received.
8. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b) If there is a discrepancy between words and figures, the amount in words will prevail.
9. Bidder should provide all prices as per the prescribed format provided in Volume I of the RFP
10. Bidders shall indicate the unit rates and total Bid Prices of the equipment/ services, it proposes to provide under the Contract. Prices should be shown separately for each item as required in the RFP.
11. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
12. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
13. The Bidder needs to account for all Out-of-Pocket expenses related to Boarding, Lodging and other related items in the commercial bids. Any additional charges shall be borne by the bidder. For the purpose of evaluation of Commercial Bids, Transport Commissioner, Odisha shall make appropriate assumptions as mentioned below to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
14. The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery charges and any other charges as applicable. Any other charges as applicable shall be borne by the bidder.
15. Percentage (%) of taxes etc. if any, to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the tenders and during the validity of the contract.

### **3.8. Award Criteria**

1. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS). A weightage of 70% shall be awarded for Technical Bid Score and a weightage of 30% shall be awarded for Commercial Bid Score.
2. The bidder will be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 60% will be considered as technically qualified Technical Bidders. Technical score of all bidders shall be calculated on the basis of the following formula:
3. Technical Score of bidders (TS) = Technical Marks received by the bidder x 70%
4. The Bid having the Lowest Commercial Quote shall be termed as the Lowest Evaluated Bid and will be awarded 100 marks. and a Commercial Score of 30. Commercial score of all the other bidders will be calculated on the basis of the following formula:



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5. Commercial score of bidders (CS) = 
$$\frac{\text{Commercial Quote of the lowest bidder} \times 100 \times 30\%}{\text{Commercial Quote of the bidder}}$$
6. Final Score of the bidder: Final Score of each bidding party will be computed by adding the technical score and Commercial Score on the basis of the following formula:
7. Total Score = TS + CS
8. The bidder whose bid has secured the “Highest Total Score” out of 100 as per above evaluation will be considered as Most responsive bid.
9. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations.
10. Transport Commissioner, Odisha is not bound to accept the Most responsive bid or any bid and reserves the right to accept any bid, wholly or in part.

### 3.9. Notification of Award

1. Prior to the expiration of the validity period, Transport Commissioner, Odisha will notify the successful bidders in writing by email, that its proposal has been accepted. In case the tendering process / public tender process has not been completed within the stipulated period, Transport Commissioner, Odisha may like to request the bidders to extend the validity period of the bid. Upon the selected bidder's furnishing of Performance Bank Guarantee, the Authority will notify all other bidders who are not selected.
2. After, the Transport Commissioner, Odisha notifies the successful bidder that its bid has been accepted by sending him Letter of Intent (LOI). Successful bidder shall intimate the authority within seven days from the date of issue of LOI, that it is acceptable to him after which draft agreement will be sent to the successful bidder for execution.

### 3.10. Contract Finalization and Award

1. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped two sets of agreement within 7 days of receipt of the communication.
2. Upon notification of award to the successful Bidder, Transport Commissioner, Odisha will promptly notify each unsuccessful Bidder.

### 3.11. Performance Bank Guarantee

1. The PBG (5% of total contract value) shall be submitted within 15 days of notification of award done through issuance of Letter of Intent valid for the entire period of the project and six months thereafter i.e., five years and six months. Transport Commissioner, Odisha shall facilitate the signing of contract within the period of 15 days of notification of award. However, it is to be noted that the date of commencement of project and all contractual obligations shall commence from the date of issuance of letter of intent, whichever is earlier. All reference timelines as regards execution of project and payments to bidder shall be considered as beginning from date of issuance of letter of acceptance, whichever is earlier.
2. An amount equivalent of 5% of total contract value shall be payable by the bidder for two years and six months i.e., during extended maintenance period. All charges whatsoever such as commission, etc. with respect to the Performance Bank guarantee shall be borne by the bidder. Post completion of Project, this bank guarantee shall be returned subject to work carried out to the satisfaction of the Transport Commissioner, Odisha.
3. The Performance bank guarantee may be discharged / returned by Transport Commissioner, Odisha upon satisfactory completion of project as per the RFP and contract. However, no interest shall be payable on the PBG. The selected bidder shall be



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responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance bank guarantee with the time stipulated, Transport Commissioner, Odisha at its discretion may cancel the contract agreement placed with the selected bidder.

4. Transport Commissioner, Odisha shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the contract period, or if the Authority incurs any loss due to bidder's negligence in carrying out the project implementation, as per the agreed terms & conditions. Notwithstanding and without any prejudice to any rights whatsoever of Transport Commissioner, Odisha under contract, the proceeds of PBG shall be payable to Transport Commissioner, Odisha as compensation, for any loss resulting from bidder's failure to complete its obligations under the Contract. Transport Commissioner, Odisha shall notify the bidder in writing, to exercise its right, to receive such compensation within 14 days, indicating the contractual obligations for which the bidder is in default.
5. The Authority shall also be entitled to make recoveries, from the bidder's bills, PBG, or from any other amount due to the bidder, the equivalent value of any payment made to the bidder due to inadvertence, error, collusion, misconstruction, or misstatement.

**3.12. Signing of Contract**

1. After the Transport Commissioner, Odisha notifies the successful bidder that their proposal has been accepted, Transport Commissioner, Odisha shall enter a contract.

**3.13. Failure to Agree with the Terms and Conditions of the Agreement**

1. Failure of the successful bidders to agree with the terms and conditions of draft Agreement and RFP shall constitute sufficient grounds for the annulment of the award, in which event Transport Commissioner, Odisha cancel the tender.
2. In such a case, the Transport Commissioner, Odisha shall forfeit the PBG of the successful bidder.

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#### **4. BID QUERIES**

1. All Bidders shall e-mail their queries to Transport Commissioner, Odisha, staroadsafety@gmail.com as per the instruction provided in the Bid data sheet. No telephonic / any other queries will be entertained beyond the stipulated time mentioned in the Bid Datasheet. This response of Authority shall become integral part of RFP document. Authority shall not make any warranty as to the accuracy and completeness of responses.
2. Authority 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 Authority to respond to any question or to provide any clarification.
3. Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority 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 Authority.

Name of Bidder					
Department Name					
RFP Ref. No					
RFP Name					
RFP Due Date					
#	RFP Page No.	RFP Volume No.	Clause No. and Title	Queries /Clarification Sought	Justification by Bidder
..		..	..	..	..

All Bidders shall e-mail their queries in above **(Microsoft Excel sheet)** format:

#### **5. SPECIAL TERMS AND CONDITIONS**

##### **5.1. Obligations of the selected agency(s)**

###### **5.1.1. Standards of Performance**

The Selected Bidder shall perform the Services and carry out its 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 Selected Bidder shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful advisor to the Transport Commissioner, Odisha and shall always support and safeguard the Transport Commissioner, Odisha's legitimate interests in any dealings made with any Sub-Contractor or Third Parties.

###### **5.2. Breach of Agreement**

The MSI shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement and the agreement shall be cancelled.

###### **5.3. MSI and Affiliates not to be otherwise interested in the Project.**

The MSI agrees that, during the term of this Agreement and after its termination, the MSI or any Associate thereof, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractor, shall be disqualified from providing goods, works, services, loans or equity for any

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project resulting from or closely related to the Services or the Project and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments or services granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Transport Commissioner, Odisha in continuation of this Project or to any subsequent Project/ advisory services provided to the Transport Commissioner, Odisha in accordance with the prevailing rules and requirements of the Transport Commissioner, Odisha. For the avoidance of doubt, an entity affiliated with the MSI shall include a partner in the firm of the MSI or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the MSI, as the case may be, and any Associate thereof.

#### **5.4. Prohibition of conflicting activities**

1. Neither the MSI nor its partners nor the Personnel or either of them shall engage, either directly or indirectly, in any of the following activities:
2. during the term of the Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.
3. after the termination of the Agreement, such other activities as may be specified in the Agreement; or at any time, such other activities as have been specified in the RFP as Conflict of Interest.
4. Neither the MSI nor its partners nor the Personnel or either of them shall engage, either directly or indirectly, in any of the following activities:
5. during the term of the Agreement, any business or professional activities which would conflict with the activities assigned to them under the Agreement.
6. after the termination of the Agreement, such other activities as may be specified in the Agreement; or at any time, such other activities as have been specified in the RFP as Conflict of Interest.

#### **5.5. MSI not to benefit from commissions discounts, etc.**

The remuneration of the MSI shall constitute the MSI's sole remuneration in connection with the Agreement or the Services and the MSI shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the MSI shall use its best efforts to ensure that any Sub-Contractor, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **5.6. Prohibited Practices**

The MSI and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in the Agreement, the Transport Commissioner, Odisha shall be entitled to terminate the Agreement forthwith by a communication in writing to the MSI, without being liable in any manner whatsoever to the MSI, if it determines that the MSI has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Transport Commissioner, Odisha shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Transport Commissioner, Odisha towards, inter alia, time, cost, and effort of the Transport Commissioner, Odisha, without prejudice to the Transport Commissioner, Odisha's any other rights or remedy hereunder or in law.

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### **5.7. Rights of Transport Commissioner, Odisha**

Without prejudice to the rights of the Transport Commissioner, Odisha and the other rights and remedies which the Transport Commissioner, Odisha may have under the project, if the MSI is found by the Transport Commissioner, Odisha to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the MSI shall not be eligible to participate in any RFP or RFP issued by Transport Commissioner, Odisha or Govt. of Odisha during a period of 2 (two) years from the date the MSI is found by the Transport Commissioner, Odisha to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices

### **5.8. Liability of the MSI**

1. The MSI's liability under the project shall be determined by the Applicable Laws and the provisions hereof.
2. The MSI shall, subject to the limitation specified in the document, be liable to the Transport Commissioner, Odisha for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
3. That no negligence or wilful misconduct will be carried out on the part of the MSI or on the part of any person or firm acting on behalf of the MSI in carrying out the Services. The MSI shall be liable for any indirect or consequential loss or damage; and or any direct loss or damage that exceeds the Agreement Value set forth in clause of the Agreement, with respect to damage caused to the Transport Commissioner, Odisha's property, shall not be liable to the Transport Commissioner, Odisha.

### **5.9. Accounting, Inspection and Auditing**

The MSI shall:

1. Keep accurate and systematic accounts and records electronically in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the MSI's costs and charges); and
2. In case required by the Transport Commissioner, Odisha, the MSI shall provide copies of such records up to one year from the expiration or termination of this Agreement.

### **5.10. MSI's actions requiring the Transport Commissioner, Odisha's prior approval**

The MSI shall obtain the Transport Commissioner, Odisha's prior approval in writing before taking any of the following actions:

1. Appointing such members of the professional personnel as are not listed.
2. Changing, replacing, or removing the key personnel of the project as listed.
3. To remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site.
4. Entering a subcontract for the performance of any part of the Services, it being understood
5. that the selection of the Sub-Contractors and the terms and conditions of the subcontract shall have been approved in writing by the Transport Commissioner, Odisha prior to the execution of the subcontract, and
6. that the MSI shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Project; or

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7. Any other action that is specified in the Project.

**5.11. Reporting obligations**

1. The MSI shall submit to Transport Commissioner, Odisha the reports and documents specified/not specified in the Agreement, as may be called for by Authority, in the form, in the numbers and within the times set forth therein for the entire duration of project.
2. All reports shall be delivered in digital format (compact disk or any other means required by the Transport Commissioner, Odisha) in addition to the hard copies specified in said Contract.

**5.12. Documents Ownership**

Documents prepared by the MSI will be property of the Transport Commissioner, Odisha. All reports and other documents (collectively referred to as "Project Documents") prepared by the MSI (or by the Sub- Contractor or any Third Party or any partner) in performing the Services shall become and remain the property of the Transport Commissioner, Odisha, and all intellectual property rights in such Project Documents shall vest with the Transport Commissioner, Odisha.

**5.13. Project document Delivery**

The MSI shall not later than termination or expiration of this Agreement, deliver all Project Documents to the Transport Commissioner, Odisha, together with a detailed inventory thereof. The MSI shall not retain any of such Project Documents. The MSI, its Sub-Contractor or a Third Party or any partner shall not use these Project Documents for purposes unrelated to this Agreement without the prior written approval of the Transport Commissioner, Odisha.

**5.14. Indemnity**

The MSI shall hold the Transport Commissioner, Odisha harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Project Documents, or due to any breach or failure on part of the MSI or its Sub-Contractor or a Third Party or any partner to perform any of its duties or obligations in relation to securing the afore mentioned rights of the Transport Commissioner, Odisha. For any violation, contract agreement shall be cancelled.

**5.15. Materials furnished by the Transport Commissioner, Odisha**

Materials made available to the MSI by the Transport Commissioner, Odisha shall be the property of the Transport Commissioner, Odisha and shall be marked accordingly. Upon termination or expiration of this Agreement, the MSI shall furnish forthwith to the Transport Commissioner, Odisha, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Transport Commissioner, Odisha.

**5.16. Providing access to Project Office and Personnel**

The MSI shall ensure access to project and related activities to that the Transport Commissioner, Odisha, its officials and other government department/agencies/office as approved by Transport Commissioner, Odisha.

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The Transport Commissioner, Odisha and other officials, shall have the right to inspect the Services, the Project in progress, interact with Personnel of the MSI and verify the records relating to the Services or the Project.

### **5.17. Accuracy of Documents**

The MSI 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 appropriate clause, it shall indemnify the Transport Commissioner, Odisha 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 MSI or arises out of its failure to conform to good industry practice. The MSI shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

### **5.18. Commitments and Undertakings by the System Integrator (Selected Bidder)**

The Selected Bidder commits and undertakes to take all measures necessary to prevent malpractices & corruption. Bidder commits to observe the following principles during his participation in the bidding process and during the execution of the contract.

- The Selected Bidder undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of Transport Commissioner, Odisha associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
- The Selected Bidder undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- The Selected Bidder undertakes not to commit any offence under the relevant Anti-Corruption Laws of India; further the Selected Bidder will not use improperly, any information or document provided by Transport Commissioner, Odisha as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
- The Selected Bidder will, when presenting his bid, undertakes, to disclose all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- The Selected Bidder will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

### **5.19. Progress review meeting**

The Selected Bidder shall attend all periodic progress review meetings organized by the Transport Commissioner, Odisha, or its officials. The deliberations in the meetings shall inter-alia include the scheduled program, progress of work achieved (including details of manpower deployed by the Selected Bidder vis-a-vis agreed Work Schedule), inputs to be provided by Transport



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Commissioner, Odisha, delays, if any, and recovery-program, specific hindrances to the work and work instructions by Transport Commissioner, Odisha.

#### **5.20. Use of Contract Documents and Information**

The MSI shall not, without prior written consent from Transport Commissioner, Odisha, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Transport Commissioner, Odisha in connection therewith, to any person other than a person employed by the MSI in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The MSI shall not, without prior written consent of Transport Commissioner, Odisha, make use of any document or information made available for the project, except for purposes of performing the Contract.

All project related documents issued by Transport Commissioner, Odisha, other than the Contract itself, shall remain the property of the Transport Commissioner, Odisha and shall be returned (in all copies) to the Transport Commissioner, Odisha, on completion of the MSI's performance under the Contract if so, required by the Transport Commissioner, Odisha.

#### **5.21. Insurance Requirement**

The agency at its cost shall arrange, secure, and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect its interest and interest of the Transport Commissioner, Odisha against all perils. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Transport Commissioner, Odisha. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of selected bidder alone without any liability of Transport Commissioner, Odisha. The MSI's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the MSI shall be in a joint name of the Transport Commissioner, Odisha and the MSI. The MSI shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible about maintain of all insurance covers. Further, the insurance should be in freely convertible currency.

The Selected Bidder shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit and installation from stores to site for all the materials/good either belonging to him or issued to him by Transport Commissioner, Odisha for execution of work. The insurance shall also cover loss, damage, accidents occasioned by the Selected Bidder during operation carried out by him to comply with his contractual obligations thereof. The insurance shall cover the entire cost of materials.

It will be the responsibility of the MSI to lodge, pursue and settle all claims (for all the equipment) with the insurance company in case of any damage, loss, or fire and the Transport Commissioner, Odisha shall be kept informed about it. The losses, if any, will have to be borne by MSI if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.

The MSI shall replace the lost/-damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).

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The MSI shall also ensure the following: -

- a) Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the agency.
- b) The insurance should be valid from the date of start of work and shall remain valid up to 30 days after the date of expiration/termination of the contract.

#### **5.22. Liquidated Damages**

In the event MSI fails to provide the Services in accordance with the Service Standard, MSI shall be liable for penalty capped to 10% of the amount on milestone deliverables or as per the terms and conditions of Service Level Agreements (SLAs) to be agreed between the MSI and Transport Commissioner, Odisha and for such reason contract be terminated. Due to the criticality of the availability of the information, the solution should consider reliability, redundancy in hardware configuration and fail-safe design. No data loss/interface failure is permitted, and any recovery procedures should take into consideration this factor.

#### **5.23. Limitation of Liability**

Except in cases of gross negligence or willful misconduct:

1. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the MSI to pay liquidated damages to the Authority; and
2. The aggregate liability of the MSI to the Authority, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Authority with respect to patent infringement.

#### **5.24. Force Majeure**

The MSI shall not be liable for forfeiture of its Implementation Guarantee, Performance Security, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the MSI and not involving the MSI's direct fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Transport Commissioner, Odisha in its sovereign capacity, wars or revolutions, fires, natural disasters, terrorism, declarations of governments, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, MSI shall promptly notify the Authorized Representative, Transport Commissioner, Odisha, in writing of such condition and the cause thereof. Unless otherwise directed by the Authorized Representative, Transport Commissioner, Odisha, in writing, the MSI shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



## **6. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **6.1. Commencement of Contract**

The Transport Commissioner, Odisha will notify the successful bidder in writing to finalize the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 15 working days of the notification. However, the engagement of the successful bidder will start from the date of acceptance of LOI. The MSI shall begin carrying out the Services not later than seven days from the date of signing of Contract.

### **6.2. Modification or Variation**

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

### **6.3. Termination**

#### **Termination for Default**

- A. The Authority may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the MSI, terminate the Contract in whole or in part:
  - i. if the MSI fails to deliver any or all the Goods or Related Services and performance within the period specified in the Contract, or within any extension thereof granted by the Transport Commissioner, Odisha or fails to carry out any instruction issued by Transport Commissioner
  - ii. if the MSI, in the judgment of the Transport Commissioner, Odisha has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract; or
  - iii. Any representation made by the successful bidder in the proposal is found to be false or misleading.
  - iv. If the MSI commits any breach of the Contract and fails to remedy or rectify the same within the period of 24 Hours. or such longer period as the Transport Commissioner, Odisha in its absolute discretion decide.
- B. In the event the Transport Commissioner, Odisha terminates the contract in whole or in part, Transport Commissioner, Odisha may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services like those undelivered or not performed, and the MSI shall be liable to Transport Commissioner, Odisha for any additional costs and / or payment adjustments for such similar Goods or Related Services.

#### **Termination for Insolvency**

Transport Commissioner, Odisha may at any time terminate the contract by giving notice to the MSI, if the MSI becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the MSI, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority.

#### **Termination for Convenience**

- A. The Authority, by 15 days of written notice sent to the MSI, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

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termination is for the Authority's convenience, the extent to which performance of the MSI under the contract is terminated, and the date upon which such termination becomes effective.

- B. The goods that are complete and ready for shipment within fifteen (15) days after the MSI's receipt of the notice of termination shall be accepted by the Authority at the contract terms and prices. For the remaining Goods, the Authority may elect:
- i. To have any portion completed and delivered at the Contract terms and prices; and/or
  - ii. To cancel the remainder and pay to the MSI an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the MSI.
- C. If the MSI failed to rectify the deficiencies or shortcomings within 7 Days, the agreement shall be terminated along payment of penalty.

**Consequences of Termination**

**Upon Termination of the Contract, the MSI shall:**

- i. Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the client.
- ii. The Authority will review the Exit plan. If approved, MSI shall start working on the same immediately. If the plan is rejected, MSI shall prepare an alternate plan within two calendar days. If the second plan is also rejected, the Authority will provide a plan for MSI, and it should be adhered to in totality.
- iii. The Exit Plan should cover at least the following: -
  - a. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment.
  - b. Handover the Source code of all the bespoke / custom developed software code, data, algorithms, documentation, manuals, any other documents generated as a part of implementation of this project shall be handed over to the Transport Commissioner, Odisha. Authority shall have all rights to use the Source Code of bespoke / custom developed software for IEMS project.
  - c. Handover the list of all IT Assets, Equipment's, Cameras, any tangible products, passwords for all locations to the Authority.
- iv. The list of documents that should be provided by the MSI during the exit management phase are as follows. All these lists of project documents which are not exhaustive and include more based on requirement should confirm the standards of software engineering.
  - Detailed business process documents
  - Functional design documents
  - Technical design documents
  - UI design specification
  - Integration design specification
  - Data design documents including ER- Diagrams
  - Integration and performance test scenarios, test scripts and test results
  - Training manuals
  - Error message & corrective actions
  - Configured and customized scripts

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- v. The Authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

Definitions: It is the MSI's policy to require that MSI as well as its representatives observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- c. "Collusive practices" means a scheme or arrangement between two or more agencies, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels.
- d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a tender process or affect the execution of a contract.

#### **6.4. Expiration of Contract**

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

#### **6.5. Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing by official email, post or by telex, cable or facsimile and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered, or affixed on notice board whichever is earlier.

#### **6.6. Licenses**

If the project demands so, the required and essential licenses to be deployed as part of the project would be in the name of the Transport Commissioner, Odisha, and the successful bidder at the Transport Commissioner, Odisha's office shall deposit the original copy before the installation of the IT product at any of the sites.

The MSI shall ensure patches to the software/application product including the automation solution software, operating system, databases, and other applications.

The OEM of the proposed automation solution declares that they are the rightful owners (copyright, patent rights or Intellectual property right,) of the solution and have the rights/authority to license the solution to Transport Commissioner, Odisha.

The MSI should ensure that the licenses are transferable to any entity currently present/ created in the future that is related to Transport Commissioner, Odisha.

#### **6.7. Patent / Intellectual Property Rights (IPR) / Copy Rights**

If the bidder intends to use any third-party tools or methodology or any proprietary tools, during the Project, for the project, the bidder is required to confirm that there are no infringements of any Patent or intellectual and industrial property rights or copyrights as per the applicable laws of

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relevant jurisdictions. During the Operation phase, the responsibility to maintain the IPR of the Application(s) provided by the selected MSI would lie with the selected MSI and the MSI will transfer the IPR to Transport Commissioner, Odisha during the Transfer stage and after the association with Transport Commissioner, Odisha ends after complete project duration or intermediary due to unavoidable circumstance like poor delivery, no progress showstopper etc. If there is transfer of IPR for the application from Transport Commissioner, Odisha to any other firm/corporate/PSUs/Govt. Departments, the same can be transferred after mutual discussion.

Following conditions will also apply:

- **Ownership and Title:** Title to the minor enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks, and trade secrets therein shall be the exclusive property of Transport Commissioner, Odisha.
- **Confidentiality:** The Bidder hereby acknowledges that the minor enhancements, point updates, and documentation may contain information that may be trade secret and proprietary to the Transport Commissioner, Odisha. The Bidder hereby agrees not to disclose such information except to persons and organizations expressly authorized by the Authority to receive such information. The Bidder shall not remove or alter any copyright notices or proprietary legends affixed by the Authority to such minor enhancements, point updates or documentation.
- **Copies:** The Bidder shall make available to the Authority an additional copy of the minor enhancements, point updates and documentation for back-up use on the computer.
- **Limitation of Damages:** The Bidder shall not be liable for any failure to perform its services because of circumstances beyond the control of Bidder, where such circumstances shall include (without limitation) wars or revolutions, fires, natural disasters, terrorism, declarations of governments, epidemics, quarantine restrictions and freight embargoes, and misuse of the Software by the Transport Commissioner, Odisha.

The Master System Integrator along with Software OEM will be responsible to provide full documentation and sample codes used in the project by way of open APIs, SDKs and other tools, documentation etc. so that the customer/nominated agency on their behalf can carry out any customization, software development, changes in UI/UX etc. as may be needed as per their needs. In addition, the System Integrator along with Software OEM must provide an undertaking to enter into a software escrow agreement without any pre- conditions which is to cover server & client-side codes as below –

- a. **Server software:** Source code of the dataflow of the software architecture including interconnects of all the necessary kernel modules and model files for customization.
- b. **Authority software:** Source code of the Authority software to interface for GUI customization.

The Source code of all the bespoke / custom developed software code, data, algorithms, documentation, manuals, any other documents generated as a part of implementation of this project shall be handed over to the Transport Commissioner, Odisha. Authority shall have all rights to use the Source Code of bespoke / custom developed software for IEMS project.

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under the Agreement including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for the agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely

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for the performance of such services for duration of the Term of the Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementation Agency should grant Authority a non- exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Authority as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Authority's license to pre-existing work is conditioned upon its compliance with the terms of the Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Authority at the conclusion of performance of the services.

*Note: The Source code of all the bespoke / custom developed software code, data, algorithms, documentation, manuals, any other documents generated as a part of implementation of this project shall be handed over to the Transport Commissioner, Odisha. Authority shall have all rights to use the Source Code of bespoke / custom developed software for IEMS project.*

## **7. EXIT MANAGEMENT**

### **7.1. Purpose**

This clause sets out the provisions, which will apply on expiry or termination of the “Contract Agreement”. In the case of termination of the Contract Agreement due to any illegal activity performed by the MSI during or as part of the activities and deliverables related to the project, the Transport Commissioner, Odisha shall have the right to, at its sole discretion; apply this clause with or without seeking an appropriate remedy from the MSI.

The Parties shall ensure that their respective associated entities, in case of the Transport Commissioner, Odisha and in case of the MSI carry out their respective obligations set out in this Exit Management Clause.

### **7.2. Exit Management Plan**

- The MSI shall provide the Authority with a recommended exit management plan (“Exit Management Plan”) which shall deal with at least the following aspects of exit management in relation to the project and in relation to the Project Implementation, the Operation and Management SLA and Scope of Work (SoW).
- A detailed program of the transfer process that could be used in conjunction with a replacement MSI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- Plans for communication with such of the MSI’s staff, suppliers, customers and any related third party or partners as are necessary to avoid any material detrimental impact on Transport Commissioner, Odisha’s operations because of undertaking the transfer; and If applicable, proposed arrangements for the segregation of the MSI’s networks from the networks employed by Transport Commissioner, Odisha and identification of specific security tasks necessary at termination; and
- Plans for provision of contingent support to the Authority and replacement MSI for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- During the exit management period, MSI shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause and based on goods and services delivered and at the discretion of Transport Commissioner, Odisha.

### **7.3. Cooperation and Provision of Information (During the exit management period)**

- The MSI will allow Transport Commissioner, Odisha to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by the Transport Commissioner, Odisha, the MSI shall provide access to and copies of all information held or controlled by it which it have prepared or maintained in accordance with the automation implementation project, the Operation and Management SLA and SOWs relating to any material aspect of the services. Transport Commissioner, Odisha, shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The MSI shall permit the Transport Commissioner, Odisha, to have reasonable

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access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the MSI and to assist appropriate knowledge transfer.

#### **7.4. Transfer of certain agreements**

On request by the Authority, the Bidder shall affect such assignments, transfers, innovations, licenses, and sub-licenses as the Authority may require in favor of Transport Commissioner, Odisha in relation to any maintenance or service provision agreement between MSI and third-party lessors, MSI's, or MSI, and which are related to the services and reasonably necessary for the carrying out of replacement services.

#### **7.5. Right of Access to Premises**

- a) At any time during the exit management period, where assets are located at the Bidder's premises, the Bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to) Transport Commissioner, Odisha to inventory the assets.
- b) The Bidder shall also give the Transport Commissioner, Odisha access to the Bidder's premises and shall procure the Transport Commissioner, Odisha rights of access to relevant third-party premises during the exit management period and for such period following termination or expiry of the Contract as is reasonably necessary to migrate the services to Transport Commissioner, Odisha.

#### **7.6. Confidentiality**

The MSI shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of the Transport Commissioner, Odisha, without prior written approval and confirmation from Transport Commissioner, Odisha.

The information provided by the bidder, like the names of the customers of the bidder or any proprietary information about the bidder etc. will be treated as confidential information, unless asked to disclose by the orders of the court of law or the Information Commission (under the RTI Act).

Transport Commissioner, Odisha, is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidder. Transport Commissioner, Odisha shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. The Selected Bidder, and the Personnel of them shall not, either during the term or within three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Transport Commissioner, Odisha to the Selected Bidder, and the Personnel; any information provided by or relating to the Transport Commissioner, Odisha, its technology, technical processes, business affairs or finances or any information relating to the Transport Commissioner, Odisha's employees or officers and any other information which the Selected Bidder is under an obligation to keep confidential in relation to the Project, , without the prior written consent of the Transport Commissioner, Odisha.

Notwithstanding the aforesaid, the Selected Bidder, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:



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- a. Either was in the public domain prior to its delivery to the Selected Bidder, and the Personnel of them or becomes a part of the public knowledge from a source other than the Selected Bidder.
- b. was obtained from a third party with no known duty to maintain its confidentiality.
- c. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Selected Bidder, its Sub-Contractor, and the Personnel of either of them shall give the Transport Commissioner, Odisha, prompt, prior written notice to enable Transport Commissioner, Odisha to obtain an injunction against such disclosure, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d. is provided to the professional advisers, agents, auditors, or representatives of the Selected Bidder, as is reasonable under the circumstances; provided, however, that the Selected Bidder or its Sub-Contractors or Personnel of either of them shall require their professional advisers, agents, auditors, or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

#### **7.7. Inspection & Test**

The hardware delivered by the bidder shall undergo inspection and test by Transport Commissioner, Odisha or nominated agencies by Transport Commissioner, Odisha at mutually agreed place, time, and site. Transport Commissioner, Odisha and/or its representative reserve the right of inspection and testing of the hardware/IT components after delivery or during commissioning at the site, or at any time during the period of the contract.

The Authority reserves to him the right of having any inspection of special test of a reasonable nature in addition to those prescribed in applicable standards and the enclosed technical specification.

The Authority reserves the right to reject all or any part of the equipment's supplied, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute or difference for specification, opinions, in this regard the decision of the Transport Commissioner, Odisha shall be final and binding.

Transport Commissioner, Odisha reserves the right to inspect, test and, wherever necessary, reject the hardware/IT components after the arrival at Project Site. This will in no way be limited or waived due to the hardware/IT components having previously been inspected, tested, and passed by Transport Commissioner, Odisha or its representative prior to the hardware/IT components shipment.

#### **7.8. Delivery & Documents**

Delivery of Goods shall be made by the selected Bidder strictly in accordance with the specifications of the RFP document or in case of deviations, the specifications approved and accepted by Transport Commissioner, Odisha of higher grade & version only catering to desired requirements.

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### **7.9. Third Party Claims**

The selected MSI(s) shall indemnify Transport Commissioner, Odisha against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

### **7.10. Ownership of Equipment**

Transport Commissioner, Odisha shall have the right to use all the equipment provided by the MSI during the contract period and the ultimate ownership of the equipment lies with Transport Commissioner, Odisha. The MSI will therefore not shift, move, and transfer the equipment without the prior consent of Transport Commissioner, Odisha. However, the MSI will be allowed to carry out normal maintenance activities as scheduled. It should be noted that if equipment must be replaced, the replacement must have a manufacturing date later than the equipment being replaced and the configuration of the replacement should be same or higher. Information about all such replacements along with reasons for should be provided in writing to Transport Commissioner, Odisha prior to any such activity undertaken by the MSI.

Ownership of all the data created during the period of contract shall be the property of Transport Commissioner, Odisha, however, the responsibility of its maintenance, updation, correctness and backup would be that of MSI.

No third-party interest in any form (lien, mortgage, hypothecation etc.) without the prior approval and consent of Transport Commissioner, Odisha, can be created on the assets, equipment etc. installed by the MSI.

### **7.11. Prevention of Corrupt or Fraudulent Practices**

The bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Transport Commissioner, Odisha shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Transport Commissioner, Odisha shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine-estimated compensation and damages payable to Transport Commissioner, Odisha for, inter alia, time, cost and effort of Transport Commissioner, Odisha, regarding the RFP, including consideration and evaluation of such bidder's Proposal.

For the purposes of this condition on prohibited practices, the following terms shall have the meaning hereinafter respectively assigned to them as follows:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Transport Commissioner, Odisha who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Transport Commissioner, Odisha, shall be deemed to constitute influencing the actions of a

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person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of Transport Commissioner, Odisha in relation to any matter concerning the Project

- b. “fraudulent” practice means a misrepresentation of facts to influence a tender process or the execution of a contract to the detriment of Transport Commissioner, Odisha and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition.
- c. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
- d. “Unfair trade” practices mean supply of goods or services (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Transport Commissioner, Odisha
- e. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Transport Commissioner, Odisha with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- f. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **7.12. Interpretation of Clauses**

All the clauses and content in this RFP has been prepared in accordance with the requirements as specified for the development of application for Transport Commissioner, Odisha. The interpretation onus lies with the bidder and discuss with Transport Commissioner, Odisha for any recommended changes. However, the decision of Transport Commissioner, Odisha remains binding on the bidder throughout the duration of the project.

#### **7.13. Solution Acceptance**

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications, and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Infrastructure Compliance Review
- Availability of the project Services in the defined locations
- Performance
- Security
- Manageability
- SLA Reporting System

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- Project Documentation (Design, development, configuration, training and administration manuals etc.)

As part of Acceptance testing, performed through a third-party agency or a committee may be formed for the purpose. Transport Commissioner, Odisha shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service-oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

The procedures and parameters for testing will be laid down by the Third-Party Agency/PMC after approval from Transport Commissioner, Odisha, the solution deployed by the bidder must satisfy third party acceptance testing upon which the system shall go-live, subject to Transport Commissioner, Odisha approval.

All identified gaps shall be addressed by the bidder immediately prior to Go-live of the solution. Transport Commissioner, Odisha will establish appropriate processes for notifying the selected bidder of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected bidder to take corrective action.

Such an involvement of the Acceptance Testing and Certification agency, nominated by Transport Commissioner, Odisha will not, however, absolve the bidder of the fundamental responsibility of designing, developing, installing, testing, and commissioning the various components of the project to deliver the services in perfect conformity with the SLAs.

It is to be noted that: Transport Commissioner, Odisha may get the solution audited through a Third Party before Go-Live and periodically after Go-Live to ensure the success of the project. Such third-party agency for carrying out the acceptance testing, and certification of the entire solution will be nominated by the Transport Commissioner, Odisha

### **7.14. Infrastructure Compliance Review**

Transport Commissioner, Odisha or any authorized party/agency shall perform the Infrastructure Compliance Review to verify the conformity of the infrastructure supplied by the selected MSI against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the selected MSI. Compliance review shall not absolve the MSI from ensuring that proposed infrastructure meets the SLA requirements.

### **7.15. Security Review**

The software / application developed shall be audited by the CERTIN empaneled agencies by the selected bidder for a security and controls perspective. Such an audit shall also include the IT infrastructure and network deployed for the project.

The following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the solution to at least the following activities.

- Audit of Network, Server, and Application security mechanisms.

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- Assessment of authentication mechanism provided in the application /components/modules.
- Assessment of data encryption mechanisms implemented for the solution.
- Assessment of data access privileges, retention periods and archival mechanisms.
- Server and Application security features incorporated etc.

### **7.16. Performance**

Performance is another key requirement for the project and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request- response time, workflow processing time, concurrent sessions supported by the system etc., Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

### **7.17. Availability**

The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The agency shall perform various tests including network, server, security, fail-over tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of the project services to all the users in the defined locations.

### **7.18. Manageability Review**

The MSI shall verify the manageability of the solution and its supporting infrastructure. The manageability requirements include requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

### **7.19. SLA Reporting System**

The MSI shall design, implement/customize the application, and shall develop any additional tools required to monitor the performance indicators listed as per the SLA in Vol-2 of this RFP. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the MSI and shall certify the same. The application deployed for the project, based on SLAs, shall be configured by the MSI to calculate the payment to be paid by the Transport Commissioner, Odisha after deducting the necessary penalties.

### **7.20. Patents**

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

### **7.21. Integrity Pact**

The pact essentially envisages an agreement between the prospective bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

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- Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
- Principal to treat all bidders with equity and reason;
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act,
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary,
- Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

#### **7.22. Currency of Payment**

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

#### **7.23. Land Border Clause**

An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised /apostilled by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled. Further:

1. Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division vide F. No. 6/18/2019- PPD, dated 23rd July 2020, which shall form an integral part of RFP (Copy enclosed).
2. "Bidder" (including the terms 'tendered', or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" means:
4. An entity incorporated, established or registered in such a country, or
  - a. A subsidiary of an entity incorporated, established or registered in such a country; or
  - b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - c. An entity whose beneficial owner is situated in such a country; or

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- d. An Indian (or other) agent of such an entity; or
  - e. A natural person who is a citizen of such a country; or
  - f. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. The Selected Bidder/ Concessionaire shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Clause III above.



## **8. CONTRACT FINALIZATION AND AWARD**

- a. Key Personnel involved in the project shall be on the payrolls of the Lead Bidder or Consortium Partner.
- b. The bidder should have a defined hierarchy and reporting structure for various teams that would be part of the project.
- c. All the concerned staff should log an attendance on a daily basis at their respective reporting location.
- d. The bidder shall ensure that all the personnel identified for this project have high level of integrity. The bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. The bidder should obtain an undertaking from each of the personnel assigned and the same should be submitted to the Transport Commissioner, Odisha as and when demanded by Transport Commissioner, Odisha or its nominated agencies/ partners. In addition, Transport Commissioner, Odisha could also get the background verification checks of the bidder personnel. Any information needed for this activity by Transport Commissioner, Odisha should be provided immediately by bidder.
- e. Bidder can provide additional manpower on the basis of their estimate of effort required to complete the scope of work given in of the RFP.
- f. The bidder should provide sufficient Non-Key Personnel to complete the scope of work. Bidder need not submit the names of such Non-Key Personnel along with the RFP.
- g. Bidder can offer more than one key personnel for a role to improve the quality of key personnel keeping in mind the scope of work as provided in the RFP.
- h. For a project of such a large scale and complexity, it is imperative that the bidder should deploy Transport Commissioner, Odisha of class professionals to ensure successful execution of this project. The bidder will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working full time on this project. For successful completion and execution of project the bidder shall have to deploy resources
- i. The bidder team is expected to bring their own laptops and data cards (as required).

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## **9. BID FORMATS**

### **9.1. Annexure 1: Technical Cover Letter**

*(To be submitted in bidders Letter Head)*

To  
The Transport Commissioner,  
Office of the Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042

**Subject: Response to the RFP for Selection of Vendor for Upgradation of existing  
Command Control Centre to Unified Command Control Centre & Implementation of  
Intelligent Enforcement Management System (IEMS)**

Dear Sir,

1. We hereby request to be qualified with the Transport Commissioner, Odisha as a bidder for **<Project Title>** against RFP No. <>. I / We declare that all the services shall be performed strictly in accordance with the RFP documents, and we agree to all the terms and conditions in the RFP.
2. I / We confirm that I / we am/are withdrawing all the deviations counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.
3. We authorize the Transport Commissioner, Odisha or their authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Transport Commissioner, Odisha to verify statements and information provided in this application or regarding our competence and standing.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail id: \_\_\_\_\_
5. We declare that the statements made, and the information provided in the duly completed application to Transport Commissioner, Odisha of our knowledge, are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are

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not true, incomplete or incorrect, we hereby authorize Transport Commissioner, Odisha to reject our application.

6. We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
7. We undertake, if our proposal is accepted, to provide all the services related to **“RFP for Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Implementation of Intelligent Enforcement Management System (IEMS)”** put forward in the bid document or such features as may subsequently be mutually agreed between us and Transport Commissioner, Odisha or its appointed representatives.
8. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bids response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Transport Commissioner, Odisha.
9. We hereby declare that if the contract is awarded to us, we will submit Performance Bank Guarantee equivalent to 5% of total contract value as quoted in the commercial bid in the form prescribed in the RFP.
10. I/We understand that Transport Commissioner, Odisha reserves the right to reject any application without assigning any reason thereof.
11. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
12. All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
13. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
14. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
15. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the scope of work under the contract.
16. I/We do hereby confirm to deliver the latest versions of the software and hardware as available on the date of delivery on mutually agreed terms, that addresses the requirements of Transport Commissioner, Odisha, pursuant to the Request for Proposal (RFP) document relating to associated software components, Implementation, training and maintenance services, Information Technology Infrastructure and System Integration services to Transport Commissioner, Odisha at the same cost committed in the commercial proposal.
17. We shall size the hardware, all other equipment and software based on information provided by Transport Commissioner, Odisha in its RFP document, past experience of similar implementations, Transport Commissioner, Odisha practices

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followed elsewhere and in accordance with the expected RFP and Service Level requirements and assure Transport Commissioner, Odisha that the required sizing shall be accounted in the commercial bid. However, if the sizing of any of the proposed solutions is found to be inadequate in meeting the RFP and the Service Level requirements given by Transport Commissioner, Odisha, then we will upgrade the proposed solution without any additional cost to Transport Commissioner, Odisha.

18. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.
19. In case you require any other further information/ documentary proof before/ during evaluation of our RFP, we agree to furnish the same in time to your satisfaction.
20. We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in Commercial Bid submitted as part of the requirements of RFP
21. I/We do hereby undertake that commercial proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarification provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our commercial proposal is firm and final and shall any clarifications sought by you and provided by us would not have any impact on the commercial proposal submitted by us.
22. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
23. We understand you are not bound to accept any Proposal you receive.
24. We hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the Transport Commissioner, Odisha of our knowledge and belief.
25. It is hereby confirmed that I/We are entitled to act on behalf of our company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
26. We declare that we have read through the RFP document, all related clarifications and corrigendum.

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

**Name:**

**Designation:**

**Date:**

**Company Seal:**

**Business Address:**

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**9.2. Annexure 2 - Format for Power of Attorney for signing the bid**

**(To be submitted by Lead bidder)**

(On INR 100.00 Non judicial Stamp Paper and duly notarized) KNOW ALL MEN BY THESE PRESENTS,

We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the \_\_\_\_ (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client.

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

IN WITNESS WHEREOF WE \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_.

For

(Signature, name, designation and address) Witnesses:

1. (Notarized)

2. Accepted

(Signature, Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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**9.3. Annexure 3: Form Tech 2: Bidder's Details**

#	Particulars	Details to be filled in by the bidder)
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation/Registration date and number	
6.	Details of Company's Registration <b>(Please enclose copy of the company registration document)</b>	
7.	Name of Registration Authority	
8.	Registration Number and Year of Registration	
9.	GST/CST/LST/VAT registration No. (as applicable)	
10.	Permanent Account Number (PAN)	
11.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
12.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	

*\* To be filled in separately for each member of consortium bidder*

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**9.4. Annexure 4: Project Plan**

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Annexure 4: Project Plan										
#	Detailed Work Breakdown Structure	Week Wise Program								
1	Project Plan	1	2	3	4	5	6	7	N	
2	Activity 1									
2.1	Sub-Activity 1									
2.2	Sub-Activity 2									
2.3	Sub-Activity 3									



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**9.5. Annexure 5: Form II- PQ Bid Checklist**

The Bidder is required to fill relevant information in the format given below. The pre-qualification bid must contain documentary evidence and supporting information to enable Authority to evaluate the eligibility of the Bidder without ambiguity.

#	Criteria	Revised Pre-qualification Criteria	Supporting Document	Compliance (Yes/No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)
<b>PQ-1</b>	<b>Legal Entity</b>	<p>The bidder/members of consortium must be a company registered in India under Indian Companies Act 1956/2013, since last 7 years as on date of publication of bid.</p> <p align="center">OR</p> <p>The Bidder/members of consortium shall be a partnership firm and should be registered under Partnership Act, 1932 or LLP Act of 2008 in India, since last 7 years as on date of publication of bid.</p> <p>The bidder/all members of consortium must have GST registration &amp; up-</p>	<p>Bidder/Consortium shall submit:</p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation / Registration under Companies Act 1956/ 2013 / Partnership firms Act of 1932 / LLP Act of 2008</li> <li>• Memorandum and Articles of Association (as applicable)</li> <li>• GST Registration Certificate</li> <li>• Documentary proof for operations in India for a period of at least 7 years as on date of publication of bid.</li> </ul>		

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		<p>to-date Income Tax Return, PAN Number as on 31st March 2023.</p> <p>Note: - Consortium/Joint Venture consisting of 1 Lead bidder and 1 Consortium Partner shall be allowed.</p> <p>Lead Bidder shall act as the sole interface with the Office of the Transport Commissioner on behalf of the consortium and Lead bidder of the consortium shall be responsible and accountable for the successful execution of the entire project including operations and maintenance.</p> <p>A consortium must be formed prior to the last date of the bid submission.</p> <p>Under no circumstances consortium shall be formed after the last date of the bid submission.</p>			
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		<ul style="list-style-type: none"> <li>• In case of Consortium MoU to be signed with Leader bidder.</li> <li>• The Bidder/All members of consortium should have or shall be ready to set up a project office in Bhubaneswar with 30 days of issuance of LOA/I.</li> </ul>	<ul style="list-style-type: none"> <li>• Power of Attorney to the authorized person of the lead bidder (as per the format provided)</li> <li>• Undertaking by Bidder/All consortium members</li> </ul>		
<b>PQ-2</b>	<b>Annual Turnover</b>	<p>The bidder/lead member of the consortium should have an average annual turnover of minimum INR 150 Crores in last 3 audited financial years (2023-2022, 2022-2021, 2021-2020).</p> <p>In the case of consortium, the member of consortium should have an average annual turnover of minimum INR 12.50 Crores in last 3 audited financial years (2023-2022, 2022-2021, 2021-2020).</p> <ul style="list-style-type: none"> <li>• The net worth of the</li> </ul>	<ul style="list-style-type: none"> <li>• Audited statement for last 3 financial years (2023-2022, 2022-2021, 2021-2020).</li> <li>• Certificate from the Statutory auditor / Independent Chartered Accountant with seal and signature clearly specifying the average annual turnover for the specified years (2023-2022, 2022-2021, 2021-2020).</li> <li>• PSUs may submit provisional</li> </ul>		

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		bidder/all members of consortium must be positive in the last three financial years (2023-2022, 2022-2021, 2021-2020) ending on 31st March 2023.	financial statements certified by Chartered Accountant.		
<b>PQ-3</b>	<b>Technical Capability</b>	<p>The bidder/any member of consortium must have experience in implementation of at least following numbers of similar assignments of project and value specified herein: -</p> <p>One project of similar assignment in video surveillance, not less than the amount ₹40,00,00,000/- (Forty Crore Only)</p> <p align="center">OR</p> <p>Two projects of similar assignment in video surveillance, each project must not less than the amount ₹30,00,00,000/- (Thirty Crore Only)</p> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Copy of Work Order/agreement having the scope of work, client details and project value.</li> </ul> <p align="center">AND</p> <ul style="list-style-type: none"> <li>• [ Completion / Substantial completion on installation and verification (Minimum 80% of Capex Project Cost) issued excluding O &amp; M cost, signed by the authorized signatory of the client entity on the entity's Letterhead or certificate from Chartered Accountant /Statutory Auditor mentioning that the mentioned</li> </ul>		

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		<p>Three projects of similar assignment in video surveillance, each project must not less than the amount ₹20,00,00,000/- (Twenty Crore Only)</p> <p>The “<b>Similar assignment</b>” of the work shall mean project including procurement, supply, installation and providing dedicated network connectivity, power supply connectivity, and maintenance of video management system/video analytics through camera/Radar or both in India with any state / central government / PSUs in last 7 years as on date of publication of bid.</p> <p>Note: The Bidder/The Lead Bidder need to specify the project/s for evaluation</p>	<p>project work has been completed successfully along with scope and cost of the project.</p> <p align="center">OR</p> <ul style="list-style-type: none"> <li>Phase wise completion certificate from client stating the value of completed work. ]</li> </ul>		
<b>PQ-4</b>	<b>OEM Certificate</b>	Copy of RFP specific Manufacturers	Bidder/Consortium shall submit Manufacturers		

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		<p>Authorization Form (MAF) certified by Original Equipment Manufacturer should be submitted for Cameras, Radars, Network switches, UPS, LPU, Racks, Display System, Software products.</p> <p>The bidder must submit and mention in MAF from OEMs for comprehensive support &amp; warranty for 5 years with an extended warranty of another 2 years.</p> <p>The MAF shall duly stipulate the final warranty explicitly in favor of the Office of Transport Commissioner, without absolving the bidder from any of its obligations pertaining to warranty responsibilities.</p> <p>The letter from respective OEM should also confirm about the authorization of</p>	<p>Authorization Form (MAF) certified by Original Equipment Manufacturer.</p>		
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		the products quoted are not end-of-life for further period of 7 years.			
<b>PQ-5</b>	<b>OEM Service Center</b>	The major OEM (Camera, Software, Radar, Network Active and Passive components, Display, UPS, and servers) must have operational offices and service center in India.	Declaration along with documentary evidence needs to be submitted.  OR Undertaking to open a project office in Odisha within a period of one month from signing the agreement		
<b>PQ-6</b>	<b>Camera OEM Criteria</b>	Camera OEM should be fulltime member in ONVIF, and model should be listed on ONVIF website. (All the certifications & Credentials should be valid on the date of technical evaluation).	Self-attested copies of relevant Documents.		
<b>PQ-7</b>	<b>Blacklisting</b>	The bidder/any of the OEM should not have been blacklisted/banned by any State/Central Government in India as on release date of this RFP for corrupt, fraudulent or any other unethical business practices or for any other reason in last 3 years from the date of publishing this bid.	<ul style="list-style-type: none"> <li>Undertaking on the letter head as per <b>Annexure: 7.</b></li> </ul>		



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		In case of Consortium all members should not have blacklisted/banned by any State/Central Government, in India as on date of release of this RFP for corrupt, fraudulent or any other unethical business practices or for any other reason.			
<b>PQ-8</b>	<b>Local Presence</b>	The bidding firm/any member of the consortium should have its offices in Odisha. However, if the presence is not there in the state, the bidder/Lead Bidder should give an undertaking for establishment of an office, within one month from the date of issuance of Letter of Intent (LOI).	Document in support of address proof (Rent Agreement/ Telephone bill/ Electricity Bill) of office premises in Odisha.  OR  Undertaking to open a project office in Odisha within a period of one month from signing the agreement.		
<b>PQ-9</b>	<b>ISO Certifications</b>	The bidder/all members of consortium should have valid ISO 9001:2015. AND The bidder/any member of consortium should have ISO 27000 & ISO 20000:1 at the time of	Copies of the Valid certificates in the name of bidder/member of consortium.		

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		submission of bid.			
<b>PQ-10</b>	<b>Non-involvement in Litigation with Govt.</b>	The bidder/any member of the consortium shall not be involved in any litigation with either Central Government or any State Government.	Undertaking on the letter head as per <b>Annexure 16: Noninvolvement in any litigation with Government</b>		

**9.6. Annexure-6: Financial Capability**

**<<To be completed by the Bidder as appropriate to demonstrate that they meet the requirements>>**

**<<On the letterhead of the Chartered Accountant>>**

**<<To be submitted along with Audited Financial Statements>>**

To  
The Transport Commissioner,  
Office of the Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042,

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the Transport Commissioner, Odisha of our knowledge & belief, we hereby certify that the annual turnover for the last three years i.e., FY (2022-2023, 2021-2022, 2020-2021) was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2020-2021	2021-2022	2022-2023
<b>Annual Turnover</b>			
<b>Net worth</b>			

(Signature of the Chartered Accountant)

**Name:**

**Designation:**

**Membership Number:**

**Date:**

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**Company Seal:**

**Business Address:**

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**9.7. Annexure-7: Undertaking of Non-Blacklisting**

To  
The Transport Commissioner,  
Office of the Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042,

**Subject:** Non-Blacklisting Declaration

Sir,

In response to the RFP Reference No: \_\_\_\_\_ I as an Owner/Partner/Director of <<Name of Bidder>>, hereby declare that <<Name of Bidder>>has not been blacklisted by any State / Central Government in India/PSUs as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason during last **3 financial years**.

**Yours sincerely,**

**Name:** \_\_\_\_\_

**In the capacity of:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Duly authorized to sign the Authorization for and on behalf of**

**Date:** \_\_\_\_\_

**[Signature] – [Company Seal]**

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**9.8. Annexure-8: Undertaking of Establishment of Office in Odisha**

To  
The Transport Commissioner,  
Office of the Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042,

Subject: Undertaking of Establishment of Office in Odisha

Sir,

In response to the RFP Reference No: \_\_\_\_\_ I as an Owner/Partner/Director of <<Name of Bidder>>, I/We hereby declare that we do not have any local office in Odisha, and we confirm to establish our office within 30 days from the date of issuing of Work Order (If selected as successful bidder).

In the event of not setting up a local office within 1 month, Office of the Transport Commissioner reserves the right to terminate the Contract without any compensation to the Company.

**Yours sincerely,**

**Name:** \_\_\_\_\_

**In the capacity of:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Duly authorized to sign the Authorization for and on behalf of**

**Date:** \_\_\_\_\_

**[Signature] – [Company Seal]**

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**9.9. Annexure 9: Manufacturer Authorization Form (MAF)**

RFP No: -

Date:

To  
The Transport Commissioner,  
Office of the Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042,

Sir,

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development and Service facilities at (address of factory / facility and Service ) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We also undertake to provide any or all the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

Such Products as the Transport Commissioner, Odisha may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

In the event of termination of production of such Products: advance notification to the Transport Commissioner, Odisha of the pending termination, with enough time to permit Transport Commissioner, Odisha to procure needed requirements; and

Following such termination, furnishing at no cost to the Transport Commissioner, Odisha, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the contract.

We also confirm that products quoted and supplied by the supplier are not end-of-life and end of support for the further period of 5 years. Support including spares, software upgrades and updates shall be made available for next 5 years from date of acceptance/taking over of the system on request.

We assure you that in the event of <Name of the Bidder>\_\_\_\_\_, not being able to fulfil its obligation as our Service Provider in respect of our standard Warranty

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Terms we would continue to meet our Warranty Terms through alternate arrangements and also provide spares in accordance with the RFP for the period of 5 (Five)years.

**Yours faithfully,**

(Name of the Signatory)

Designation of the signatory

Contact Phone No. of the signatory

Email ID of the signatory

Note: This letter of authority should be on the letterhead of the manufacturer of respective item and should be signed by a person competent and having the power of attorney.



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**9.10. Annexure 10: Undertaking on defect free service**

RFP No: -

Date:

To

The Transport Commissioner,  
Office of the Transport Commissioner Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042,

**RFP Ref No:**

**Sir,**

We confirm that we have understood the scope of work under this RFP in totality. We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for and acceptance of the goods but shall expire 60 months after their acceptance by the Authority.

The obligations under the Guarantee expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Authority to the Supplier.

**SIGNATURE OF THE WITNESS SIGNATURE AND SEAL OF BIDDER**

**DATE:**

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**9.11. Annexure 11: Format for specifying Compliance to the benchmark / minimum specifications.**

The bidder is required to submit compliance to the required benchmark / minimum specifications for various components specified in the RFP.

This compliance would be needed in two Formats – 1) Summary table given below for all the items, 2) Compliance tables for each of the line items against the benchmark specifications specified in this RFP.

**1) Summary Table of the Compliance of Requirements**

#	Component	Unit OF Measurement	Quantity Proposed	Make & Model	Compliance to Required Specifications? (Yes / No)
1.	.....				
2.	.....				
3.	.....				

**2)** Detailed compliance tables for each of the proposed items against the benchmark specifications specified in this RFP should be provided on OEM/Manufacturer's Letterhead and cross-signed and stamped by Bidder's Authorized Signatory

**Name of the Equipment:**

**Make:**

**Model:**

#	Parameter	Minimum Specification / Requirement mentioned in the RFP	Compliance with Required Specifications? (Yes / No)
1.	.....		
2.	.....		
3.	.....		

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**9.12. Annexure 12: Form Tech 3: Relevant Experience**

#	Credential for < Prequalification Criteria No. / Technical Criteria No> Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>	
	Parameter	Details
<b>General Information</b>		
1.	Customer Name	
1.	Name of the contact person and contact details for the client of	
2.	Whether client visit can be organized	(YES / NO)
<b>Project Details</b>		
3.	Project Title	
4.	Start Date and End Date	
5.	Government/Private/PSU/Other s please specify	
6.	Geographical Coverage (No. of locations the project covers)	
7.	Date of Go-Live	
8.	Total Cost of the project	
9.	Current Status (Live / completed / on-going /	
10	Number of years of successful	
11	No of staff provided by your	
12	Please indicate the current or the latest AMC period with the client (From Month – Year to Month-	
13	Please indicate whether the client is currently using the	
<b>Size of the project</b>		
14.	Order Value of the project (in lakhs)	
15.	Capital Expenditure involved (in lakhs)	
16.	Cost of services provided by the bidder (in lakhs)	
17.	Cost of services provided by the partners if involved (in lakhs)	
18.	Number of total users and concurrent users of the solution at	Total users

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19.		Concurrent users
20.	Training, System handover and Operational responsibilities of	
21.	Any other information to be shared with	
<b>Narrative Description of the Project:</b>		
<b>Detailed Description of actual services provided by Bidder:</b>		
<b>Documentary Proof:</b>		
<b>Highlights of the Key Result Areas expected and achieved</b>		
<b>List of modules and sub-modules implemented</b>		

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**9.13. Annexure 13: Anti-Collusion Certificate**

[Certificate should be provided by Bidder on letter head]

**Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for **RFP for Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Implementation of Intelligent Enforcement Management System (IEMS)** against the RFP No :<No> Dated<DD/MM/YYYY> issued by Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal Date: Place:

Business Address:

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**9.14. Annexure 14: Form Tech 4: Approach and Methodology**

**The approach & methodology should in conversant with the Proof of Concept**

1. The Bidder should cover details of the methodology proposed to be adopted for planning and implementation of solutions and infrastructure relating to establishment of the proposed solution.
2. The bidder shall cover the details for Transport Commissioner, Odisha practices from imparting similar kind of training for users in an organization similar to the Authority based on bidder's prior implementation experience in the same.
3. Detailed Methodology and approach provided for training of the different stakeholders within Transport Commissioner, Odisha
4. Transport Commissioner, Odisha practices from undertaking Change Management for users in an organization similar to Transport Commissioner, Odisha based on bidder's prior implementation experience in the same.
5. Detailed Training Plan indicating the number of training sessions, batch sizes and number of batches with respect to all the stakeholders, and all different kinds of training vis-à-vis the requirements in the RFP.
6. The Bidder may give suggestions on improvement of the scope of work given and may mention the details of any add on services related to this project over and above what is laid down in the RFP document. List of deliverables should also be identified and explained.
7. The Bidder shall describe the knowledgebase, Transport Commissioner, Odisha practices and tools that will be used by the project team for the execution of scope of work activities based on bidder's prior implementation experience in the same.
8. The Bidder should cover details of the methodology proposed to be adopted for operations and maintenance related the proposed solution.
9. The Bidder should provide details about of the Service Helpdesk and handholding staff available for the purpose of resolution of issues pertaining to the conditions at the proposed solution.
10. Project Methodology should contain but not limited to the following.
  - o Overall implementation methodology (Objective of phases, deliverables at each phase, etc.)
  - o Methodology for performing business design
  - o Methodology for quality control and testing of configured system
  - o Methodology of internal acceptance and review mechanism for deliverables by the bidder. Proposed Acceptance criteria for deliverables
  - o Methodology and approach along with proposed tools and processes which will be followed by the bidder during project implementation
  - o Change Management and Training Plan
  - o Spare-part delivery management Plan for hardware components related to the solution
  - o Risk and Quality management plan
11. Additional information directly relevant to the scope of services provided in Volume II of the RFP may be submitted to accompany the proposal.
12. Overview of support methodology offered in Warranty, AMC/ATS and Support & Maintenance phase.
13. Detailed bill of services offered for Warranty, AMC/ATS and Support and Maintenance services.

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14. Detailed support model for services under support and Maintenance

**9.15. Annexure 15: Format for Performance Bank Guarantee**

[On Appropriate Stamp Paper]

Ref:

Date

Bank Guarantee No.

< Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<name of the supplier and address>> (hereinafter called “the Implementation Agency”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for << **Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Implementation of Intelligent Enforcement Management System (IEMS)** >> to [XXXXXXX] (hereinafter called “the Transport Commissioner, Odisha”)

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

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

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

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

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



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This Guarantee shall be valid until <<Insert Date>>) Notwithstanding anything contained herein:

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

Date:

Place:

Signature:

Witness:

Printed name: (Bank's common seal)

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**9.16. Annexure 16: Noninvolvement in any litigation with Government (on bidder letterhead)**

**Bidder's Declaration**

I/ We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I / we will strictly abide by the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We confirm that we have not proposed nor will propose any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

I/We confirm that the other 02 parties are involved to carry out all responsibilities in terms of the Project.

#	Organization Name	Responsibility Type
1	a. M/S -----	Network
2	b. M/S -----	Power supply

I / We and any support service provided by us, confirm that we have not been involved in any kind of litigation with the Central Government or any State Government.

Dated this .....Day of ....., 2023.

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Seal of the Bidder)

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**9.17. Annexure 17: Undertaking of Total Responsibility**

**[To Be Furnished on the Letterhead of the Bidder]**

{Place}

{Date}

To

The Transport Commissioner,  
Office of the Transport Commissioner Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042

Dear Sir,

**Subject:** Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project as per the requirements of the RFP for Selection of a Service Provider for the "Procurement, Installation and Maintenance of IT Infrastructure in the STA IEMS Project".

Thanking you,  
Yours faithfully,

**Yours sincerely,**

**Name:** \_\_\_\_\_

**In the capacity of:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Duly authorized to sign the Authorization for and on behalf of**

**Date:** \_\_\_\_\_

**[Signature] –**

**[Company Seal]**

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**9.18. Annexure 18: Non-Disclosure Agreement**

WHEREAS we the undersigned Bidder\_\_\_\_\_having our principal place of business or registered office at \_\_\_\_\_are desirous of bidding for RFP No.

<<>> dated <<DD-MM-YYYY>> for **“Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Implementation of Intelligent Enforcement Management System (IEMS)”** (hereinafter called the said 'RFP') to the “Transport Commissioner, Odisha”, hereinafter referred to as 'Authority'

And,

WHEREAS the Bidder is aware and confirms that the Authority's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
  - b. information in the public domain as a matter of law.
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality.
  - d. the Bidder is required to disclose by order of a competent court or regulatory authority.
  - e. Is released from confidentiality with the written consent of the Authority.
  - f. The Bidder shall have the burden of proving the above are applicable to the information in the possession of the Bidder.
3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain

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strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein.
  - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original.
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
  - e. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.
4. Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the

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contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority due and complete destruction and return. Nothing contained herein shall in any manner impair the rights of the Authority in respect of the Confidential Information.

8. In the event that the Bidder here to becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of: (BIDDER)**

**Authorized Signatory**

**Office Seal: Name: Place:**

**Designation:**

**Date:**

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**9.19. Annexure 19: Land Border Clause Declaration**

Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

To  
The Transport Commissioner-cum-Chairman,  
Office of the Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042,

Sub: Request for Proposal ('RFP') For Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Implementation of Intelligent Enforcement Management System (IEMS).

Dear Sir,

With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby undertake, and confirm as follows:

I/We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that this Bidder and its suggested components are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Member

Notes:

*{Where applicable, evidence of valid registration by the Competent Authority shall be attached} In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.}*



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**9.20. Annexure 20: Price Bid Format**

To  
The Transport Commissioner,  
Office of the Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, P.O: Chandini Chowk,  
Cuttack, Pin: 753002  
Odisha.0671-2507042,

Sir,

1. We hereby declare.
  - i. that we have domain knowledge in implementation of CCTV / Electronic Surveillance /ANPR, Application Development, Database Synchronization, generic report, generation software, Training on Networking and Software.
  - ii. We/our principals are equipped with adequate manpower / machinery / technology for providing the Services as per the parameters laid down in the Tender Document and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of Office of Transport Commissioner and we/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
  - iii. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid in Part II and Part III.
  - iv. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
2. We enclose herewith the complete Commercial Bid as required by you. This includes:
  - i. This Bid Letter
  - ii. Price Bid Section II

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

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

Certified that the bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money Deposit) for an amount equal to Rs.1,00,00,000 (Rupees One Crore Only) is paid towards the tender.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of WO awarding the contract, shall constitute a binding contract between us.

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## [A] PRE-IMPLEMENTATION COST - CAPEX

#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
[ 1 ]	<b>Upgradation of CCC to UCCC</b>						
1.1	Upgradation of CCC to UCCC	1	Lumpsum				
1.2	Project Management Services for upgradation of CCC to UCCC	1	Lumpsum				
1.3	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 1 ] Sub Total of Upgradation of CCC to UCCC</b>							
[ 2 ]	<b>IEMS Software Components (with licenses) &amp; Services</b>						
2.1	Automatic Number Plate Recognition (ANPR) System	1	Lumpsum				
2.2	Speed Violation Detection (SVD) System (Over speeding)	1	Lumpsum				
2.3	Evidence Camera for detection of Traffic Violations	1	Lumpsum				
2.4	Using Mobile Phone while driving detection system	1	Lumpsum				
2.5	Driving against flow of traffic Detection System	1	Lumpsum				
2.6	Driver and Passenger not wearing seat belt detection system	1	Lumpsum				
2.7	Riding more than two persons on two-wheeler Detection System	1	Lumpsum				
2.8	Riding without helmet by both rider and pillion	1	Lumpsum				

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#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
	rider system						
2.9	Vehicle Classification	1	Lumpsum				
2.10	Artificial Intelligence (AI) and Deep Learning (DL) based IEMS	1	Lumpsum				
2.11	Pole mounted Junction Box security System	1	Lumpsum				
2.12	Integration with legacy systems	1	Lumpsum				
2.13	Service Level Agreement (SLA) Monitoring Tool	1	Lumpsum				
2.14	Hosting of IEMS Solution on Managed Cloud Services	6	Months				
2.15	Project Management Services	6	Months				
2.16	Training & Capacity Building Services	1	Lumpsum				
2.17	Storage & Recording Equipment & Services	10	PB				
2.18	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 2 ] Sub Total of IEMS Software Components (with licenses) &amp; Services</b>							
<b>[ 3 ] Hardware Components (Supply, delivery, installation, testing, commissioning and mounting on structure)</b>							
3.1	ANPR Cameras	1	No				
3.2	Speed Violation Detection Radar	1	No				
3.3	Video Analytical Camera for Traffic Violation detection	1	No				
3.4	Pole Security Camera	1	No				
3.5	Junction Box	1	No				
3.6	Surge Protector	1	No				
3.7	Local Processing Unit (LPU)	1	No				
3.8	Integrated Power Rack	1	No				

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#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
3.9	Industrial Managed PoE + Switch	1	No				
3.10	Online UPS	1	No				
3.11	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 4 ]</b>	<b>Display Systems</b>						
4.1	Variable Messaging Display Board (VMD) with Accessories	1	No				
4.2	Pole Structure for VMD	1	No				
4.3	Cantilever Structure for VMD	1	No				
4.4	Speed Display System with Accessories	1	No				
4.5	Pole structure for Speed Display System	1	No				
4.5	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 3, 4 ] Sub Total of Hardware Components (Supply, delivery, installation, testing, commissioning and mounting on structure)</b>							
<b>[ 5 ]</b>	<b>Civil Infrastructure (Supply, installation, commissioning including cabling)</b>						
5.1	Gantry Structures for 6 Lane and above	1	No				
5.2	Cantilever Structure for 2 & 4 Lane	1	No				
5.3	Poles for Security Camera	1	No				
5.4	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 5 ] Sub Total of Civil Infrastructure (Supply, installation, commissioning including cabling)</b>							
<b>[ 6 ]</b>	<b>Utility Services - Components</b>						
6.1	Solar Power Unit with accessories	1	No				
6.2	Seamless connectivity via 5-scale connectivity	1	Locations				

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#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
	matrix						
6.3	Hybrid WAN Link aggregator (Inbound / Outbound)	1	No				
6.4	Hybrid WAN Link aggregator (Inbound / Outbound) Hub Unit	1	No				
6.5	Backbone Engine for Secured Network	1	Lumpsum				
6.6	Network Intrusion Prevention System	1	Lumpsum				
6.7	Network Management System	1	Lumpsum				
6.8	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 6 ] Sub Total of Utility Services Components</b>							
<b>TOTAL OF CAPEX (1 + 2 + 3 + 4 + 5 + 6)</b>							

**[B] POST IMPLEMENTATION COST - OPEX**

#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
<b>[ 1 ]</b>	<b>Managed Cloud Services including Security &amp; Project Management Services</b>						
1.1	DC & DR on Managed Cloud Services – Year 1	1	Year				
1.2	DC & DR on Managed Cloud Services – Year 2	1	Year				
1.3	DC & DR on Managed Cloud Services – Year 3	1	Year				
1.4	DC & DR on Managed Cloud Services – Year 4	1	Year				
1.5	DC & DR on Managed Cloud Services – Year 5	1	Year				
1.11	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 1 ] Subtotal of Managed Cloud Services including Security &amp; Project Management</b>							

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#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
<b>Services</b>							
<b>[ 2 ]</b>	<b>Utility Services</b>						
2.1	Electricity Power Connectivity – Year 1	1	Year				
2.2	Electricity Power Connectivity – Year 2	1	Year				
2.3	Electricity Power Connectivity – Year 3	1	Year				
2.4	Electricity Power Connectivity – Year 4	1	Year				
2.5	Electricity Power Connectivity – Year 5	1	Year				
2.6	Network Connectivity – Year 1	1	Year				
2.7	Network Connectivity – Year 2	1	Year				
2.8	Network Connectivity – Year 3	1	Year				
2.9	Network Connectivity – Year 4	1	Year				
2.10	Network Connectivity – Year 5	1	Year				
2.11	Any other component to manage SLA parameters	1	Lumpsum				
<b>[ 2 ] Subtotal of Utility Services</b>							
<b>[ 3 ] Operations and Maintenance of the IEMS Solution</b>							
3.1	<b>Deployment of Project Manager</b>						
3.2	Year 1	1	Yearly				
3.3	Year 2	1	Yearly				
3.4	Year 3	1	Yearly				
3.5	Year 4	1	Yearly				
3.6	Year 5	1	Yearly				
3.7	<b>Deployment of Technology Expert</b>						
3.8	Year 1	1	Yearly				
3.9	Year 2	1	Yearly				
3.10	Year 3	1	Yearly				
3.11	Year 4	1	Yearly				



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#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
3.12	Year 5	1	Yearly				
3.13	<b>Deployment of Site Engineer</b>						
3.14	Year 1	1	Yearly				
3.15	Year 2	1	Yearly				
3.16	Year 3	1	Yearly				
3.17	Year 4	1	Yearly				
3.18	Year 5	1	Yearly				
3.19	<b>Deployment of Control Room Operators (5 Nos)</b>						
3.20	Year 1	1	Yearly				
3.21	Year 2	1	Yearly				
3.22	Year 3	1	Yearly				
3.23	Year 4	1	Yearly				
3.24	Year 5	1	Yearly				
<b>[ 3 ] Subtotal of Operations and Maintenance of the IEMS Solution</b>							
<b>[ 4 ] Comprehensive Warranty &amp; Annual Maintenance of the IEMS Solution (on CAPEX Cost) for 5 years post Go-Live</b>							
4.1	Year 1	1	Yearly				
4.2	Year 2	1	Yearly				
4.3	Year 3	1	Yearly				
4.4	Year 4	1	Yearly				
4.5	Year 5	1	Yearly				
<b>[ 4 ] Subtotal of Comprehensive Warranty &amp; Annual Maintenance of the IEMS Solution (on CAPEX Cost) for 5 years post Go-Live</b>							
<b>TOTAL OF OPEX (1 + 2 + 3 + 4)</b>							

**Summary of Financial Bid:**

SR. NO.	DESCRIPTION	AMOUNT IN INR
[A]	PRE-IMPLEMENTATION COST - CAPEX	

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<b>[B]</b>	<b>POST IMPLEMENTATION COST - OPEX</b>	
<b>[C]</b>	<b>GRAND TOTAL (A + B) in Numbers</b>	
	<b>GRAND TOTAL (A + B) in Words</b>	

**Additional Requirement Cost (will not be part of Financial Bid Evaluation)**

#	Description	Indicative Quantity	Units	Rate per Unit	Net Total	Taxes in Amount	Total Cost Inclusive of Taxes
i	ii	iii	iv	v	vi = ( iii x v )	vii	viii = (vi + vii)
<b>[ 1 ]</b>	<b>Additional Requirement</b>						
1.1	Shifting/Relocation of IEMS Location with allied hardware components including operationalization of the same at new IEMS Location.	1	No				
1.2	Desktops for Police Stations & RTO Offices Minimum Indicative Requirement: <ul style="list-style-type: none"> <li>i3 Processor</li> <li>8 GB RAM</li> <li>256 SSD</li> <li>4 GB Dedicated Graphic Card</li> <li>24" LED Monitor with 1 KVA UPS</li> </ul>	1	No				

**Note:**

- The bill of quantity provided is indicative only. The Bidders need to ensure that the desired functionality and scope of the work is fulfilled within the cost quoted, the Office of the Transport Commissioner will not consider any additional costs which are not mentioned in the Financial Bid Proposal.**
- The bill of quantities mentioned under Revised Price Bid format are only for bid evaluation.**
- The bidder will be responsible for safe storage and custody of materials, the office of the Transport Commissioner will not be responsible for providing any storage facilities.**
- The quoted value for PRE-IMPLEMENTATION COST - CAPEX should not be more than 80% of the overall Project cost. POST IMPLEMENTATION COST - OPEX should be 20% of the overall cost. (CAPEX : OPEX :: 80 : 20). In case quoted CAPEX cost is more than 80%, adjustment shall be made by the Office of the Transport Commissioner in equal proportions over the OPEX period to make cost of OPEX at least 20% of overall project cost.**
- The bidder shall quote Additional Requirement Cost as mentioned in the indicative Bill of Quantity, the cost will not be part of the Financial Bid Evaluation. The cost will be paid to the bidder as per the price discovered in this proposal.**

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**9.21. Annexure 21: BG format for EMD**

**Bank Guarantee Format for furnishing EMD**

Whereas ..... (hereinafter called the "Tender") has submitted their offer dated..... for Selection of Vendor for Upgradation of existing Command Control Centre to Unified Command Control Centre & Implementation of Intelligent Enforcement Management System (IEMS) for Office of the Transport Commissioner, Odisha ..... (hereinafter called the "Tender") against the Tender No. ....

KNOW ALL MEN by these presents that WE ..... Of ..... having our ..... registered office at..... are bound unto ..... (hereinafter called the "Purchaser) in the sum of ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the

Common Seal of the said Bank this..... day of .....20..... THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity: -

a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our branch at \_\_\_\_\_ (Name & Address of the branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our \_\_\_\_\_ branch a written claim or demand and received by us at our \_\_\_\_\_branch on or before Dt. \_\_\_\_\_otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch