

GOVERNMENT OF PUNJAB
DEPARTMENT OF MINES AND GEOLOGY

<http://eproc.punjab.gov.in>

Tender Document
For

Supply, Installation, Testing, Commissioning, and Maintenance of Integrated
Surveillance Infrastructure at Interstate Check Posts in Punjab

Department of Mines & Geology, Punjab

DOCUMENT CONTROL SHEET

S. No.	Particulars	Details
1.	Document Reference Number	72/8A Dated-04.02.2026
2.	Start date for issue of Tender Document	05.02.2026
3.	Last Date for Purchase of Tender Document	25.02.2026
4.	Start date for submission of bids	05.02.2026 Time 09.00 hours
5.	Last date for submission of bids	25.02.2026 Time 09.00 hours
6.	i) Prebid meeting ii) Date and time of opening of Technical bids iii) Date and time of opening of Financial bids	12.02.2026 25.02.2026 Time 13.00 hours Schedule after technical evaluation
7.	Office address	Executive Engineer, Drainage cum Mining Division, Shri Muktsar Sahib. WRD, Punjab
8.	Cost of Tender Document	Rs. 5000/-
9.	Tentative Estimated Cost Bid security Deposit	Rs. 7,58,00,000/- Rs. 15,16,000/-
10.	Processing Fee	As per eproc website (Auto Calc)
11.	e- Tender Website/ Help desk	http://eproc.punjab.gov.in
12.	Method of Selection	L1 out of Technically Qualified Bidders

In case a Central/ State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.

TABLE OF CONTENTS

DEFINITIONS	6
Important Notices	7
<u>SECTION 1: INVITATION FOR BIDS</u>	8
1.1 Background.....	8
1.2 Invitation	8
<u>Section 2: Instructions to Bidders</u>	10
2.1 General Instructions:	10
2.2 Information & Instructions for e-Tendering.....	11
2.3 Conflict of Interest.....	11
2.4 Validity of Bids	11
2.5 Right to Accept or Reject Bid(s).....	11
2.6 Fraud and Corruption	12
2.7 Clarifications and Amendments of Tender.....	12
2.8 e-Payment Instructions	13
2.9 Bid Security Deposit	13
<u>Section 3: Selection Process</u>	15
3.1 Process for Selection of Bidder.....	15
3.2 Stages of Short listing	15
3.3 Eligibility/Pre-Qualification Criteria.....	15
3.4 Disqualifications	16
3.5 Query Resolution System/ Pre-Bid Query	17
3.6 Preparation of Bids.....	17
3.7 Submission of Bids.....	18
3.8 Evaluation of Bids	18
3.9 Award of Contract	19
3.10 Confidentiality	20
3.11 Non-Disclosure Agreement	20
3.12 Right to Terminate the Process	21
<u>SECTION 4: GENERAL CONTRACT CONDITIONS (GCC)</u>	22
4.1 Application	22
4.2 Relationship between the Parties	22
4.3 Standards of Performance.....	22

4.4	Applicable Law.....	22
4.5	Intellectual Property Rights.....	22
4.6	Governing Language.....	23
4.7	Performance Bank Guarantee (PBG).....	23
4.8	Warranty	24
4.9	Delivery & Installation	24
4.10	Technical Support.....	24
4.11	Performance Assessment.....	24
4.12	Payment Schedule.....	25
4.13	Insurance.....	26
4.14	Penalties.....	26
4.15	Indemnity	26
4.16	Termination of Contract.....	27
4.17	Termination for Insolvency, Dissolution etc.....	28
4.18	Termination for Convenience.....	28
4.19	Consequences of Termination.....	28
4.20	Force Majeure	29
4.21	Taxes and Duties	29
4.22	Resolution of Disputes.....	29
4.23	Notices.....	32
4.24	Contract Amendment.....	32
<u>Section 5: Scope Of Work.....</u>		33
5.1	Introduction.....	33
5.2	Scope of Work	33
<u>Section 6: Qualification Documents Proformas</u>		36
	Proforma-I : Bid Sheet	37
	Proforma-II: Bid Security (Bank Guarantee).....	40
	Proforma III : Undertaking from OEM	42
	Proforma IV: Format for Turnover of Bidder.....	44
	Proforma V (Company Profile)	45
	Proforma VI (Prior Experience).....	47
	Proforma VII (Declaration Letter on Non Blacklisted Company/Firm).....	48
	Proforma VIII SPECIAL POWER OF ATTORNEY.....	49

<u>Section 7: Technical Bid Proformas</u>	50
Proforma IX – Compliance Sheet	50
Proforma X : Brand & Model of Quoted Items	51
Proforma XI: Undertaking by the Bidder	52
<u>Section 8: Financial Bid & Other Proformas</u>	53
Proforma XII : Price Schedule.....	53
Proforma XIII Letter of Acceptance.....	54
Proforma XIV : PERFORMANCE BANK GUARANTEE.....	55
Proforma XV : NON-DISCLOSURE OF CONTRACT DOCUMENTS	57
Proforma XVI : CONTRACT DOCUMENT (to be printed on Stamp Paper of Rs. 100/-).....	58
Proforma XVII :Commissioning Certificate.....	60
Annexure 1 (to the contract document)	61
Appendix A: Service Level Agreement (SLA) Criteria	62
<u>Appendix B: Detailed Technical Specifications</u>	64

DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Tender Document have the following meanings:

- a) **“Bidder”** means Bidder/contractor who submits Bid in response to this tender document.
- b) **“Bids”** means Online Bid submitted by bidders in response to the tender document issued by the Department.
- c) **“Committee”** means tender evaluation committee constituted for evaluation of Bids.
- d) **“Contract”** means the Contract entered into by the parties for providing goods and services defined in the tender along with the entire documentation specified in the tender.
- e) **“Department”** means *Department of Mines & Geology, Punjab*
- f) **“Equipment”** means all hardware, software and peripherals used for implementation of the complete solution
- g) **“Last Three Financial Years”** means FY 2022-23, 2023-24 & 2024-25.
- h) **“OEM”** means Original Equipment Manufacturer.
- i) **“Parties”** means *the Department of Mines & Geology, Punjab and the selected Bidder.*
- j) **“Personnel”** means professional and support staff provided by the bidders to provide training or perform services to execute an assignment and any part thereof.
- k) **“PBG”** means Performance Bank Guarantee
- l) **“Services”** means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
- m) **“SITC”** means Supply Installation, Testing and Commissioning.
- n) **“Solution”** means the complete integrated system delivered by the Bidder, including SITC, maintenance during the Term, and all components and services required for successful operation, as defined in the Tender and Scope of Work.
- o) **“SOW”** means Scope of Work for the selected bidder, specified in Section 5 of this document.
- p) **“The Term”** means three years maintenance period of contract starting from date of commissioning except otherwise mentioned in this document.
- q) **“Tender No. or Document Reference No”** means the document or tender No. mentioned in the Document Control Sheet irrespective of whatever may be mentioned in the text of this document.

IMPORTANT NOTICES

1. This tender document is not transferable.
2. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
3. Bidders are advised to study the document (all instructions, forms, requirements) carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
4. Bidders are suggested to use due diligence in submitting their bids well in time. Any delay or unsuccessful bid submission due to unavailability of internet, electricity or any other reason will not be considered for extending the bid submission date.
5. The bidder should upload all required documents / information with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, Department reserves its right in seeking clarification from bidder and may disqualify bidder if bidder is not able to provide clarification / desired information.
6. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by the department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process.
7. Further clarifications, corrigendum and any other information related to this tender will be available at the e-tendering portal <https://eproc.punjab.gov.in> only.
8. Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to project.
9. Department reserves the right to accept or reject any or all responses without assigning any reason.
10. All payments towards Cost of Tender Document and processing fee shall be deposited online through e-payment gateway of the portal. Bids will be rejected if any of the payments are not reflected on the portal. Bid Security Deposit shall be paid as per details in Document Control Sheet.

SECTION 1: INVITATION FOR BIDS

1.1 Background

In order to control illegal transportation of minor mineral from other states into the state of Punjab, department has established interstate check posts. Further, to ensure transparency department vide has inserted new rule 74 (12) in the Punjab Minor Mineral Rules, 2013 which reads as below:-

"(12) All vehicles carrying processed or unprocessed minor minerals crossing the interstate border of the State of Punjab shall obtain a Confirmation Receipt in such form, as may be notified by the Government from time to time. Any vehicle carrying processed or unprocessed minor mineral, entering the State of Punjab without such Confirmation Receipt shall be deemed as unauthorized transport of mineral and such mineral shall be liable to be seized along with the impounding of the vehicle which may be released by the authorized officer only upon realization of payment from the owner or person incharge or person in possession of the vehicle/mineral, of applicable compounding fee as specified in the Schedule. In case of failure to deposit such compounding fee by the owner or person in-charge or person in possession of vehicle/mineral, action shall be taken under sub-section (1) of section 21 and section 22 of the Act.

(13) The Government may impose such Checkpost Operations and Infrastructure Fee, to be notified by the Government from time to time, which shall be payable before issuance of the Confirmation Receipt, accordance with the instructions issued by Government from time to time. "

Through IT-based solutions and the strengthening of Interstate Check Posts, the department aims to enhance transparency, curb the illegal transportation of minor minerals, provide hassle-free services to vehicles entering the State of Punjab and strict action will be taken against defaulters to ensure effective enforcement of the system.

1.2 Invitation

- a) Through this tender document, department invites responses ("Tenders") from bidders for Supply, Installation, Testing, Commissioning, and Maintenance of Integrated Surveillance Infrastructure at Interstate Check Posts in Punjab.
- b) This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned

in Section 3.3 of this tender Document.

- c) Any contract that may result from this Government procurement competition will be issued for “**The Term**”. The department reserves the right to extend “**The Term**” for a period or periods to be mutually decided by the parties, such extension or extensions may be given on the same terms and conditions of the tender.
- d) Bids must be received not later than time and date mentioned in the **Document Control Sheet** (2nd page of tender document). Bids will not be accepted by the system after due date/ time.
- e) The department may, at its discretion, extend the date for submission of Bids. In such a case all rights and obligations of the department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on e-tendering portal.
- f) All payments shall be deposited before submitting the Bid. Bids will be rejected if any of the payments are not reflected on the portal/ account. Therefore, payment must be made by either of the modes described in the Instructions for e-payment.
- g) The tender document is available on the Portal from start date till last date for issue of the tender document as prescribed in Document control sheet against the payment of bid document fee.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 General Instructions:

- a) This tender document is not transferable.
- b) The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
- c) Completeness of Response
 - (i) Bidders are advised to study all instructions, forms, requirements and other information in the tender document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
 - (ii) The response to this tender document should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Bid.
- d) Further clarifications, corrigendum and any other information related to this tender will be available at the e-tendering portal.
- e) Department reserves the right to accept or reject any or all responses without assigning any reason.
- f) Costs & related issues
 - (i) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations/demo, in providing any additional information required by Department to facilitate the evaluation process.
 - (ii) Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 - (iii) This tender document does not commit Department to award a contract or to engage in negotiations.
- g) Right to Terminate the Process
 - (i) Department may terminate the tendering process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- h) The entire bid shall be strictly as per the format specified in this tender document.
- i) Short listing Criteria
- j) Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of their Bid.

2.2 Information & Instructions for e-Tendering

- a) For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal. The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; e-Mudra, N-code, Sify etc.
- b) Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- c) Documents must be scanned and uploaded through e-tendering website within the period of tender submission.

2.3 Conflict of Interest

The selected bidder should provide professional, objective, and impartial services and at all times hold the Department's interests paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work.

2.4 Validity of Bids

- a) Bids shall remain valid for a period of 180 days from the date of opening of financial Bids. The Department reserves the right to reject a Bid valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the Department may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Bid security Deposit. A bidder accepting the request will not be permitted to modify its Bid.

2.5 Right to Accept or Reject Bid(s)

The Department reserves the right to annul the tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

2.6 Fraud and Corruption

It is required that the Bidders submitting Bid and the successful bidder selected through this tender must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:
 - (i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Department or its official in contract executions.
 - (ii) **“Fraudulent practice”** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Department of the benefits of free and open competition;
 - (iii) **“Unfair trade practice”** means supply of equipment different from what is ordered on, or change in the Scope of Work given in **Section V.**
 - (iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- b) The Department will declare a bidder ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the selected bidder has engaged in corrupt, fraudulent, unfair trade or coercive practice in competing for, or in executing, the contract.

2.7 Clarifications and Amendments of Tender

- a) During the process of evaluation of the Bids, the Department may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed time frame.
- b) The Department may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out through corrigendum and the bidders may be asked to amend their Bid due to such amendments. Bidders are advised to check e-Tendering portal regularly for amendments to the tender.
- c) In order to allow bidders reasonable time in which to take amendment into account in preparing their bids, department may at its discretion extend the deadline for submission of bids.

2.8 e-Payment Instructions

All relevant payments are to be made prior to submission of bids as per details given in the **Data control sheet** (2nd Page of tender document).

2.9 Bid Security Deposit

- a) The bidder shall furnish, as part of his Bid, a Bid security (earnest money) in the amount as shown in appropriate column in the Document Control Sheet for this particular Project. This bid security shall be in favour of Engineer as named in Document Control Sheet and may be in one of the following forms:
- i. E-Banking (for all Works)

OR
 - ii. 1. Deposit at-call receipt from any Scheduled Indian Bank

OR

 - 2. Fixed Deposit Receipt, issued by any Scheduled Indian Bank, duly pledged on its back in favour of the concerned Executive Engineer

OR
 - 3. Bank guarantee in the prescribed format
- b) The Bid Security Deposit lying with the Department in respect of other tender/ RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security Deposit for this tender. In case of re-tender BID SECURITY DEPOSIT paid shall be refunded and bidders will be required to resubmit the BID SECURITY DEPOSIT.
- c) The BID SECURITY DEPOSIT will be forfeited on account of one or more of the following reasons:
- (i) Bidder withdraws its Bid during the validity period specified in the tender.
 - (ii) Bidder does not respond to requests for clarification of its Bid.
 - (iii) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - (iv) If successful bidder fails to sign the contract in time or fails to furnish PBG in time
 - (v) Any other reason as per **clause 3.4.**
- d) The BID SECURITY DEPOSIT of unsuccessful bidders shall be refunded after one month of final award of contract.
- e) BID SECURITY DEPOSIT of the successful bidder will be released only after the bidder signs the final agreement/ accepting the Purchasing Order and furnishes PBG.
- f) No interest shall be paid on BID SECURITY DEPOSIT by the Department.

- g) In case the process is annulled for any reason, the BID SECURITY DEPOSITS shall be refunded within one month of the annulment notification.
- h) BID SECURITY DEPOSIT value is not linked on percentage of total value of the project.

SECTION 3: SELECTION PROCESS

3.1 Process for Selection of Bidder

The responses received pursuant to this tender will be evaluated by the tender processing committee constituted by the Department as per the technical compliance, and financial bid specified in this document and selected bidder will be awarded the contract on the basis of technical compliance & financial bids. The selected bidder would be required to undertake the assignments as mentioned in the 'Section 5: Scope of Work.'

3.2 Stages of Short listing

- a) **STAGE – I: Technical Bid:** Evaluation of the bidder's eligibility, technical specifications, methodology, experience, and compliance with tender requirements.
- b) **STAGE – II : Financial Bid:** Opening of the price bid **only for those bidders who are technically qualified** in Stage-1. The contract is awarded to the lowest responsive bidder (L1).

3.3 Eligibility Criteria

To participate in this tendering process, bidders have to satisfy the following conditions and submit the listed below documents, completed in all respects in support of the prequalification.

- a) The bidder's company should be either Incorporated under Indian Companies Act, 1956 or The Partnership Act, 1932 or Limited Liability Partnership Act, 2008.
- b) The bidder shall be financially sound having average annual turnover of at least **30%** of estimated cost in the last three financial years. The bidder must furnish certificate(s) of turnover certified by a CA/CPA.
- c) Bidder shall have successfully completed in the last seven years as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) one similar work, as the work may be, of value not less than 80% of the estimated cost or two similar works of value not less than 50% of the estimated cost of work or three similar works of value not less than 40% of the estimated cost of work for Central / State Government/ Semi Government organizations/Corporations.
- d) The Bidder must provide a letter from a reputed bank stating the availability of liquid

assets and/or credit facilities exclusively for this Contract only, of not less than 25 percent of the project cost or its equivalent amount in a freely convertible currency. (The availability of liquid assets and/or credit facilities should be clearly certified by Bank (Nationalized or Scheduled Bank in India))

Or

In case the bidders do not prefer to have support from a Bank and does not require credit facilities from the Bank exclusively for the contract, the bidders shall have to submit the Net Worth certificate from its Statutory Chartered Accountant for an amount not less than 25 percent of the project cost.

- e) Bidder shall furnish an undertaking to provide technical support for the equipment/ software in terms of spares, replacement and repairs/ patches/ upgrades for the term under warranty and/ or AMC clauses. (As per Bid **Proforma II**: Undertaking from OEM)
- f) Bidder shall furnish ISO/BVQI/CE/RoHS/EPEAT/BIS certificates in respect of OEM for the solution provided.
- g) Bidder must possess valid PAN and GST Registration Number and submit the same on their letter head.
- h)** Bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices (undertaking to be given as per Bid **Proforma VII**)
- i) The bidder should have at least 10 permanent sufficiently technically skilled personnel (core team) having requisite experience. Self-declaration on the company letter head to be provided.

Documents as detailed in Section 6 are to be submitted as part of the technical Bid.

3.4 Disqualifications

The Department may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three financial years;
- c) Submitted a Bid that is not accompanied by requisite documentation or is non-

responsive

- d) Failed to provide clarifications related thereto, when sought, within applicable/cited stipulated time.
- e) Been declared ineligible by a government of any country/the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- f) Submitted a Bid with price adjustment/variation provision.
- g) Submitted a cover bid, both will be disqualified.

3.5 Query Resolution System/ Pre-Bid Query : All prebid queries shall be addressed via email. If any pre bid meeting is decided to be organized, the same shall be informed suitably to the bidders.

- a) Queries may be sent in the given format only.

Sr. No.	Reference (Page No. / Para/ Sub Para No. & Heading / Sub Heading	Existing Clause / text	Clarification / Amendment Sought	Suggestions / Remarks (if any)
1				
.				
N				

3.6 Preparation of Bids

The Bidder must comply with the following instructions during preparation of bids:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms & conditions and formats of the tender. Failure to furnish the necessary information as required by the tender or submission of a Bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and will be liable to rejection.
- b) The Bid and all associated correspondence shall be written in English or Punjabi and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Bid.
- c) The letter of authorization shall be indicated by written power of attorney (**Proforma – VI**) and shall accompany the Bid.
- d) If any document (s) is not submitted by bidder at the time of submission of bid in support of Bidder's Eligibility Criteria then at the discretion of tender processing

committee, bidder might be intimidated by e-mail/shortfall documents on eproc portal, to submit the same within stipulated time period failing which bid will be rejected. In case tender processing committee does not agree to intimate bidder about missed out documents then bid will be considered as rejected and BID SECURITY DEPOSIT may be forfeited.

- e) Bidder is allowed to modify/substitute the Bid even after its submission but before “Last date for submission of bids” as mentioned in **Document Control sheet**. No bid can be modified subsequent to the deadline for submission of bids.

3.7 Submission of Bids

Bidders shall submit their bids through e-Tendering website on or before the last date and time for submission of bids as per **Document control sheet**.

Documents detailed in the checklist under **Section 6** are to be submitted as part of:

- a) **Technical Bid**
- b) **Financial Bid**

3.8 Evaluation of Bids

Bids will be opened as per the schedule mentioned at Document Control Sheet. Evaluation Committee will evaluate the Bids submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, two-stage process, as explained below, will be adopted for evaluation of bids submitted by the specified date and time.

Tender Processing Committee may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Tender Processing Committee has the discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the bid. Tender Processing Committee may waive any minor informality, non-conformity or irregularity in bid which does not constitute material deviation.

a) Technical Bids

- (i) Technical compliance would be examined by the Tender Processing committee.
- (ii) Scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete and whether the documents have been properly signed.
- (iii) For verification of information submitted by the bidders, the committee may visit bidder’s offices at its own cost. Bidders shall provide necessary documents, samples and reference information as desired by the committee. Bidders shall

also assist the committee in getting relevant information from the bidders' references.

b) Financial Bid

- (i) Financial bids would be opened for only those bidders who qualify the technical bid.
- (ii) Financial bids would be examined by the Tender Processing Committee
- (iii) The bidder shall indicate unit prices and total bid prices of the equipment/ services it proposes to supply, install & maintain. Price shall be quoted in Indian Rupees (INR). A bid submitted with adjustable price quotation shall be treated as non-responsive and hence will be rejected.
- (iv) The prices should be all inclusive of Taxes, Duties, Transportation, Transit Insurance, Out of Pocket Expenses (OPE) and license fees etc.
- (v) Prices quoted by bidder shall remain fixed during the currency of the contract.
- (vi) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected. Moreover, if there is any discrepancy between words and figures, the lower of amount will prevail.
- (vii) If the bidder does not accept the correction of error(s) as specified above, its bid will be rejected. Moreover, any conditional bid would be rejected. In both cases BID SECURITY DEPOSIT will also be forfeited.
- (viii) The bid with lowest total Project Cost will be designated as L1.

c) Final Evaluation in case of tie

If there are two or more bidders tied as the lowest financial bidders (L1), the bidder with the highest financial turnover for the period of 3 years preceding the year of the bid shall be chosen. However, if there is tie among bidders having same financial turnover as above, the method of draw of lots in presence of bidders would be adopted.

3.9 Award of Contract

The Department will notify the successful bidder in writing in form of Letter of Acceptance (Proforma XIII) that its bid has been accepted. On receipt of notification the bidder shall furnish:

- a) Signed acceptance of award on letterhead within 7 days of the Letter of

acceptance;

- b) PBG as per **Proforma XIV** in accordance with conditions of contract and sign the Contract Agreement (**Proforma XVI**) with Department within 15 days from the date of Letter of acceptance followed by the signing of the Contract Document. No variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

Failure of the successful bidder to sign the contract OR willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in such event the department may choose to award the work to L2, L3,.. & so on or call for fresh bids. In such a scenario Department may also blacklist the concerned bidder from participating in future state government projects and all associated costs shall have to be paid by such bidder or shall be recovered from them.

3.10 Confidentiality

- a) Information relating to the examination, clarification and comparison of the Bids shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. During the execution of the project except with the prior written consent of the Department, the selected bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.
- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ selected bidder and/ or the Department / Department to each other including, but not limited to, the services, product information, plans, financial data and statistics, whether or not marked as confidential or proprietary by the parties.

3.11 Non-Disclosure Agreement

Except with the written consent of the Buyer / Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, video, data, pictures or any other information (in any form) thereof to any third party. The Successful bidder will certify that all sensitive information and data available to them as a part of the project will remain the exclusive property of Department and will not be disclosed to any person. Failure to comply with this clause will make liable to

action as per law. Non-Disclosure agreement to be submitted along with Acceptance of the Letter of Acceptance (LoA) by the successful bidder is attached as **Proforma XV**.

3.12 Right to Terminate the Process

Department may terminate this tendering process at any time and without assigning any reason. Department makes no commitments, expressed or implied, that this process will result in a business transaction with anyone.

SECTION 4: GENERAL CONTRACT CONDITIONS (GCC)

4.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the tender or Contract Agreement, the interpretation of the Department shall be final and binding.

4.2 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Department and the Bidder. The Bidder subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Bidder shall be fully responsible for the services performed by it or any of its personnel on behalf of the Bidder hereunder.

4.3 Standards of Performance

The Bidder shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always support and safeguard the legitimate interests of the Department, in any dealings of the Bidder with the third party. The Bidder shall abide by all the provisions/rules etc. of Information Technology Act, 2005 and subsequent amendments prevalent in the country. The Bidder shall conform to the standards laid down in the tender in totality.

4.4 Applicable Law

- a) Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab
- b) The bidder will submit an undertaking (Proforma XI) specifying that they have obtained or will be in a position to obtain all necessary statutory and obligatory permissions, if any, required to carry out the contract.

4.5 Intellectual Property Rights

No product/services covered under the Contract shall be sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark

or similar right, or any charge mortgage or lien. The Bidder shall indemnify the Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, the Department shall be defended in the defense of such proceedings.

4.6 Governing Language

The Contract shall be written in English or Punjabi Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English or Punjabi Language.

4.7 Performance Bank Guarantee (PBG)

- a) Within 7 days of accepting the bid for the award of contract and before signing of contract document, the Bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee, as per **Proforma – XIV** for an amount equal to 5 % of total project cost valid for “**The Term**” plus six (6) months as its commitment to perform services under the contract.
- b) Failure to sign the contract and submit PBG in time as per **sub paragraph 4.7 (a)** above shall constitute sufficient grounds for forfeiture of the BID SECURITY DEPOSIT.
- c) Failure to perform services / deliver working product as per contract shall constitute sufficient grounds for forfeiture of the PBG.
- d) The PBG shall be released after expiry of its validity period provided there is no breach of contract on the part of the Bidder.
- e) No interest will be paid on the PBG.
- f) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of extension of the project, beyond the term of contract, for any reason. The bidder should furnish PBG for extension period within 7 days of issue of extension letter with validity of six months beyond the extension period.
- g) Department shall also be entitled to make recoveries from the bidder's bills, Performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, misconstruction or misstatement etc.

4.8 Maintenance

The successful bidder shall be responsible for maintenance of solution for at least “the Term” for all the items applicable from the date of Commissioning (including updates / upgrades). All replacements shall be free of charge except items which suffer physical damage attributable on the customer end.

The Bidder will ensure that all equipment shall operate without defect or interruption. Any modification or addition in the firmware/software as may be required will be undertaken by the Bidder without any additional cost. The Bidder shall ensure that all defects are fixed within the SLAs as defined in this document. The time for maintenance engineers to resolve an issue should not exceed the time specified in the SLA Matrix days from the time the request is logged (penalties mentioned in **Appendix –A** for Service Level Agreements).

The equipment replacements must be new and equivalent or better in Performance than existing parts, failing which applicable penalties shall be levied.

The supplier shall maintain the complete solution in accordance with the provisions laid down in the clauses below during the entire maintenance period.

4.9 Testing & Installation

- a) All items will be physically checked and accepted by the nominated concerned **Department** representatives not less than the rank of District Mining Officer. After successful testing for one month period by the department representative, commissioning certificate (**Proforma XVII**) shall be issued by the concerned representative.
- b) The Bidder will complete the installations, will test all operations and accomplish all adjustments for successful and continuous operation of equipment.
- c) Defective/ Partial/ Incomplete items will not be accepted.

4.10 Technical Support

The Bidder shall provide onsite technical support for “**The Term**”.

The engineer of the successful bidder shall have to visit any of the location on a request made by Departmental official through telephone/SMS/email.

4.11 Performance Assessment

The Performance of the Bidder will be assessed as below:

- a) **Supply & Installation:** If there is a delay in supply or unsatisfactory supply of

equipment, the department reserves the right to impose penalties and terminate the contract.

- b) **Maintenance Period:** During the maintenance period, the Bidder is required to ensure that all items supplied are kept functional / serviceable and that complaints are correctly logged. The Bidder will be required to submit a quarterly report/ complaint log (with all logged calls of complaints and calls closed status) along with service slip duly verified.
- c) The above report submitted by Bidder and duly verified by Department may be used by Department to calculate penalties for not meeting the SLA requirements during warranty period. Refer to **Appendix A** for required service levels and penalties for slippages.

4.12 Payment Schedule

a) Payment of Capital Cost

- i. **Supply and Installation complete in all respects (30%):** Fifty percent (30%) of the capital expenditure (CAPEX) shall be released to the successful bidder upon completion of delivery, installation and testing of the equipment. The payment shall be made on a pro-rata basis, corresponding to the value of the items delivered and installed.
- ii. **Testing and Commissioning complete in all respects (40%):** Twenty percent (40%) of the CAPEX amount shall be paid to the successful bidder once the system has gone live successfully, and its satisfactory functioning has been confirmed by the Department. The successful bidder shall provide a Go-Live Report and any other documentation required to demonstrate successful commissioning of the system.
- iii. **Maintenance Cost (30%):** The remaining thirty percent (30%) of the CAPEX amount shall be released in half-yearly installments, with each installment comprising 5% of the total CAPEX value. These installments shall be paid along with the recurring payments, subject to satisfactory performance of the system and submission of necessary performance reports or invoices by the bidder.
- iv. **Security –** Security amount may be deducted from all running payments as per the instruction of officer-in-charge

b) Payment of Recurring Cost

- i. **Recurring/Maintenance Payments:** The recurring costs, including but not limited to Maintenance cost or any other operational expenses, shall be paid

in six equal half-yearly installments over the contract period. Payments shall be released upon submission of valid invoices by the bidder and subject to satisfactory performance of the system and compliance with service-level requirements as specified in the agreement.

- c) Payments shall be made after adjusting penalties (if any) as applicable. Penalty for not meeting SLA requirements during warranty period may be recovered from Performance Bank Guarantee (PBG) as and when required.

4.13 Insurance

It is suggested that goods supplied under contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery to user site.

The insurance should be for replacement value from warehouse to user site on "All Risks" valid up to date on [which system has gone live successfully](#).

4.14 Penalties

- a) Notwithstanding the Department right to cancel the order, penalties for late delivery/installation shall be applicable as per [Appendix-A](#)
- b) The Department reserves its right to recover the amounts on account of penalties by any mode such as; revoking PBG or, adjusting from any payments to be made by the Department to the bidder. The Bidder will also have a choice of depositing the amount due towards him on account of penalties by cash/ cheque / draft / OTC / NEFT in which case penalties shall not be recovered by any other means.
- c) The penalty amount needs to be deposited by Bidder within 7 days of date of intimation of the penalty.

4.15 Indemnity

Successful Bidder who has been awarded the Contract (the "Indemnifying Party") undertakes to indemnify Purchaser (the "Implementing Agency") from monetary loss or loss of reputation to any customer Department/s arising in favor of any person, Department or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.

The indemnities set out shall be subject to the following conditions:

- a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence,

documentary or otherwise;

- b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- c) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- d) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- e) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- f) In the event either of the Party seeks indemnification from other on account of any specific loss or losses (including any claim for damages) then party making the claim would be stopped from making any further claim, financial or otherwise in respect of that loss or losses (including any claim for damages).

4.16 Termination of Contract

- a) **Material Breach:** In the event in which department believes that the bidder is in Material Breach of its obligations under this Agreement, in that case department may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the Bidder. In case the Material Breach continues after the notice period, the Department, as the case may be, will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - (i) An attachment is levied or continues to be levied for a period of seven days upon the effects of the bid.
 - (ii) If the selected bidder fails to complete the assignment as per the time lines prescribed in the tender notice and the extension if any allowed, it will be a breach of contract.

(iii) In case the selected bidder fails to meet timelines.

- b) The selected bidder commits a breach of any of the terms and conditions of the bid.
- c) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Department reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same.
- d) In the event of the sum of all unpaid penalties exceeding 10% of Contract Value on any given date, the contract will be terminated and PBG shall stand revoked in total.

4.17 Termination for Insolvency, Dissolution etc

The Department may at any time terminate the contract with immediate effect by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department.

4.18 Termination for Convenience

The Department reserves its right to terminate, by prior written notice of one month, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for its convenience, the extent to which Performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.19 Consequences of Termination

- a) In the event of termination of the Contract due to any reason whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/ continued execution of the scope of the Contract.
- b) The Department reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected

bidder, including the pending bills and/or revoking the bank guarantee under this contract.

- c) Nothing herein shall restrict the right of the Department to invoke the Performance Bank Guarantee and other guarantees; securities furnished and pursue such other rights and/or remedies that may be available to the Department under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20 Force Majeure

- a) The Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in Performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Bidder 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.

4.21 Taxes and Duties

The Bidder shall be entirely responsible for all taxes; duties, etc. incurred as may be applicable.

4.22 Dispute Resolution Mechanism: If any dispute or difference of any kind whatsoever arises between the Government, its authorized representatives, and the Agency in connection with or arising out of this contract or the execution of the work, the same shall be resolved as under:

- (i) **Decision by District Mining Officer-** Whether before commencement, during the progress, or after the termination, abandonment, or breach of

the contract, the dispute shall, in the first instance, be referred in writing by the agency for settlement to the District Mining Officer. The DMO shall, within thirty (30) days of receiving such request, convey his decision in writing to the agency.

Such decision shall, subject to the appeal before the Superintending Engineer and mediation (if any) as provided hereunder, be final and binding upon the agency. Pending final resolution, if the contract is already in progress, the agency shall proceed with the work with all due diligence in accordance with the District Mining Officer (DMO) decision, whether or not the agency intends to seek further remedy through appeal or mediation.

ii) Appeal to Superintending Engineer-

If:

- The DMO fails to convey his decision within the stipulated thirty (30) days; or
- The agency is dissatisfied with the decision of the DMO,

Then, the bidder/agency may file an appeal to the Superintending Engineer within

- i. Fifteen (15) days of receiving decision of the DMO or
- ii. Fifteen (15) days of expiry of 30 days period available to the DMO

The Superintending Engineer shall provide the agency an opportunity to be heard and to produce evidence in support of his appeal. A final decision shall be communicated by the Superintending Engineer within thirty (30) days from the date of filing of such appeal.

iii) Mediation under the Mediation Act, 2023

If the Agency remains dissatisfied with the decision of the Superintending Engineer, or if the dispute remains unresolved even after the appeal process, the matter may be referred to mediation in accordance with the provisions of the Mediation Act, 2023, before pursuing any legal proceedings (if applicable).

- Either party may issue a written notice expressing their intention to initiate mediation proceedings within thirty (30) days from the date of decision of the Superintending Engineer, failing which, the decision of Superintending Engineer shall be final and binding.
- After receiving the notice from either party expressing their intention to initiate mediation proceedings, The Director Mines & Geology, within sixty days of

receipt of such notice, send a list of three officers to the Agency from the panel of mediators approved by the Government of Punjab, who have not been directly connected with the work under this concession. Then the Agency shall, within thirty (30) days of receiving the list, select and shall intimate the name of one officer from the list to the Director Mines & Geology. That officer shall then be appointed as the sole mediator by the Director Mines & Geology.

- If the Agency fails to do so within the stipulated period, then the Director Mines & Geology shall, without any delay, select one officer from the list already provided to the Agency and appoint him as the sole mediator at his own discretion.
- The mediation proceedings shall be concluded within the time limits and as per the procedure laid down in the Mediation Act, 2023.
- The concerned officer of the Department of Mines & Geology participating in mediation proceedings must obtain prior approval from the Administrative Secretary of the Department before agreeing to, finalizing, or signing final settlement of the dispute before the mediator.
- A lump sum amount of ₹75,000/- (Rupees Seventy-Five Thousand only) per mediation case, inclusive of all expenditure and taxes, shall be payable to the Mediator. This fee shall be disbursed in two instalments:
 1. 50% shall be paid upon the first hearing, and
 2. The remaining 50% shall be paid upon the completion of the mediation proceedings.

The fee shall be borne equally by both parties to the dispute. The party initiating the mediation shall pay the initial 50% amount to the Mediator, while the other party shall pay the remaining 50% upon conclusion of the mediation proceedings.

- The execution of work under the concession shall continue uninterrupted during the pendency of dispute proceedings either with the DMO, appeal with Superintending Engineer or mediator. The payments due to the Agency on account of contract under the terms of the existing agreement shall not be withheld by the DMO.
- Neither party shall be entitled to bring a claim for mediation, if it is not filed as per the time period already specified or within six months of the followings:-
 - a) Of the date of completion of the contract as certified by the DMO or as per the contract.
 - b) Of the cancellation, termination or withdrawal of the contract from the

Agency in whole or in part.

- All mediation proceedings shall be held at Head Office, Water Resources Department (Mines & Geology), Sector 18, Chandigarh or at the office of concerned District Mining Officer.
- The jurisdiction of Civil Court for matter under dispute shall be the place where office of District Mining Officer is located.

4.23 Notices

- a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing, by post or by official email.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.

4.24 Contract Amendment

No variation or modification of the terms of Contract shall be made except by written amendment signed by parties.

Department may, at any time, by written order given to the Bidder, make changes within the general scope of the Contract.

If any such change causes an increase or decrease in the cost of or the time required for the Bidder's Performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery/installation schedule or both, and the contract shall accordingly be amended.

Any claims by the Bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the Bidder's receipt of the change order.

SECTION 5: SCOPE OF WORK

5.1 Introduction

This section provides details on broad features and services to be provided by the selected Bidder for supply, installation and maintenance of the solution.

5.2 Scope of Work

The Successful bidder shall be responsible for establishing, upgrading, providing technology deployment and maintaining Integrated Check Posts (ICPs) at designated entry points into Punjab. The ICPs shall act as statutory control points under Rule 74(12) of the Punjab Minor Mineral Rules, 2013, ensuring that every mineral-carrying vehicle entering the State carries a valid CR Form.

The successful bidder shall: Upgrade existing ICPs (where cabins, CCTV, or fencing etc. already exist) by refurbishing and integrating them with the new system. Establish new ICPs at sites identified by the Department. Maintain all ICPs for 3 years from the date of completion.

The selected Bidder shall take up the following activities as part of execution of the project:

a) Specifications, Quantity and other requirements

- (i) The Bidder shall supply solution/equipment as per detailed minimum specifications mentioned in **Appendix B**. The final quantities may vary based on the requirement. The charges shall be applied to actual items and quantities supplied to the Department.
- (ii) All the hardware items to be supplied under the project must bear reputed brands.
- (iii) Only new and non-defective equipment is to be supplied (used/repaired equipment will not be accepted).
- (iv) Delivered solution against supply order must be of latest version.
- (v) Solutions which are still under quality testing should not be offered.
- (vi) The technical documentation involving detailed instruction for operation and maintenance, user manual etc.; shall be delivered with every unit of the goods / items/ equipment supplied (one hard and soft copy each). The language of the documentation should be English.
- (vii) Models of the Items offered should strictly conform to the specifications supplied along with bid.

(viii) An undertaking (**Proforma III**) from the successful bidder stating that they would provide technical support for the equipment in terms of spares, replacement and repairs/patches/ upgrades / updates for the term under warranty on regular basis, should be furnished by bidder.

(ix) Bidder may be called upon to supply additional quantities under reorder up to 100% as will be mentioned in tender notice within twelve months of signing the contract at the rates quoted in the contract.

b) Supply of the equipment

The Bidder shall be responsible for the timely delivery/installation of Solution/ devices.

c) Completeness of the tender: All sundry equipment, fittings, assemblies, accessories, hardware items and all other sundry items for proper and efficient working of the various equipment and components of the work shall be deemed to have been included in the tender, irrespective of the fact whether such items are specifically mentioned in this BOQ or not.

d) Testing: The selected bidder shall have to submit testing report for the designated location. The system shall be considered as accepted and commissioned only after successful uninterrupted operation of entire system to the satisfaction of the designated officials of the Department.

e) Commissioning: The selected bidder shall have to submit commissioning report for all the locations signed by the designated official.

f) Training of personnel

The Bidder will be required to provide training to the staff of Department to handle the equipment and basic maintenance of solution where ever necessary.

The Bidder would provide satisfactory hands-on training in the live environment to designated officials as intimated by the Department. Objective of training is to acquaint stakeholders with this new system. Bidder will submit well documented training plan, user and troubleshooting manuals for utility of officials.

g) Security: The bidder will have to address the needs of security management including, but not limited to, monitoring, troubleshooting of various devices / tools such as, virus protection, and vulnerability protection through implementation of proper patches, procedures and rules.

h) The system should have provision of scalability.

i) Maintenance Period

The Bidder shall meet all the obligations pertaining to maintenance of solution supplied under this contract as defined in Section 4.8 and Section 4.11.

5.2.1. Specifications and Quantity

- a) The selected bidder shall supply equipment as per detailed minimum specifications mentioned in **Appendix B**.
- b) The Department reserves its right to modify, amend, increase or decrease the scope of work at any point of time without assigning any reason. The final quantity may be minus 50% or plus 100%. In case of re-order quantity Department reserves the right to place order for 100% as per the BOQ of this tender document. The re-order (if required) can be placed after commissioning phase up to one year. The charges shall be applied to actual items and quantities supplied.
- c) All the hardware items to be supplied under the project must be of reputed brands and required certifications.
- d) All listed accessories bundled by the OEM should accompany the equipment.
- e) Only new equipment and non-defective equipment is to be supplied (used/re-manufactured equipment will not be accepted).
- f) The technical documentation involving detailed instruction for operation and maintenance, user manual etc; shall be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- g) If the configuration / feature required are not available in a particular Item model, the next available configuration model meeting or exceeding the requirements shall be offered. The same should be evidenced with OEM certification.
- h) An undertaking (**Proforma III**) from the bidder stating that they would provide technical support for the equipment in terms of spares, replacement and repairs/ patches/ upgrades for the Term on regular basis should be furnished by bidder.
- i) BIS certificates are to be submitted for all items which fall under the **“List of Electronics and IT Goods under ‘Compulsory Registration Scheme’ for Self-Declaration of conformity” of the Govt of India.**

SECTION 6: QUALIFICATION DOCUMENTS PROFORMAS

Checklist for Submission of Documents (to be uploaded as cover sheet for checking documents)

S.No	Description	Attached as Page Number(s)
1	Proforma I - Bid Sheet	
	Proforma II- Bid Security (Bank Guarantee)	
2	Document Fee, eTender Processing fee Payment Receipts	
3	Company Certificate, GST, PAN, TAN(if applicable),	
4	Proof of eligibility criteria as per Clause 3.3	
5	Undertaking on letterhead for having at least 10 permanent sufficiently technically skilled personnel (core team) having requisite experience.	
6	Proforma III - OEM Undertaking	
7	Proforma IV - Company Profile	
8	Proforma V- Certificate(s) of turnover certified by a CA	
9	Proforma VI - Prior Experience	
10	Copy of work orders/ contract agreement & completion/installation certificates	
11	Proforma VII - Declaration of Non black listing of company	
12	Proforma VIII - Special Power of Attorney	
13	ISO/BVQI/CE/RoHS/EPEAT certificate, BIS certificates for all applicable items	
<i>Technical Bid Documents (To be uploaded in the Technical Section)</i>		
14	Proforma IX – Technical Compliance	
15	Detailed Technical Bid	
16	Proforma X (Brands and makes of all items)	
17	Proforma XI (Undertaking by the Bidder)	
18	Technical Specifications of all the equipments.	
<i>Financial Bid Documents (To be uploaded in the Financial Section)</i>		
19	Proforma XII (Price Schedule)	

Proforma-I : Bid Sheet

(To be filled, scanned and uploaded in the Pre-qualification section of e-Tendering portal)

Bidder's Bid Reference No. & Date:

Bidder's Name & Address:

Person to be contacted:

Designation:

Telephone No.	Fax No.	Email ID

To:

Competent Authority

_____.

Subject: Tender for Supply, Installation, Testing, Commissioning, and Maintenance of Integrated Surveillance Infrastructure at Interstate Check Posts in Punjab

Dear Sir,

- a) I, the undersigned Bidder, having read and examined in detail every page of the Tender Document including the specifications and all bidding documents in respect of supply of desired product/solution do hereby propose to provide solution as specified in the bidding document.
- b) ADMINISTRATIVE CHARGES**

We have paid all the required Administrative Charges through e-payment gateway. We understand that the earnest money is liable to be forfeited in accordance with the provisions of Tender document.
- c) QUALIFYING DATA**

We confirm having submitted qualifying data as required by you in your Tender document. In case you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- d) We hereby declare that the company has been incorporated on date dd/mm/yyyy under the under Indian Companies Act, 1956/ The Partnership Act, 1932/ Limited Liability Partnership Act, 2008.
- e) We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge & belief.
- f) Bid submitted online by us is complete in all respect as per tender.
- g) We understand that you are not bound to accept any bid you may receive.

h) PRICE AND VALIDITY

All the prices mentioned in our Bid are in accordance with the terms and conditions as specified in Tender document. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the last date of opening of Financial Bids. We do hereby confirm that our bid prices include all taxes and levies. We further declare that the prices stated in our Bid are in accordance with your terms & conditions in the bidding document.

i) DEVIATIONS

We hereby declare that all services shall be performed strictly in accordance with the technical specifications and conditions stipulated in the Tender Document. However, if any deviation from the prescribed technical specifications is proposed, the same shall be clearly indicated and submitted along with the Technical Bid.

It is further affirmed that any such proposed deviation shall not adversely affect the performance, functionality, interoperability, safety, or reliability of the surveillance infrastructure in any manner.

j) CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee (PBG) as per terms of the Tender document.

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

l) Bid submitted online by us is complete in all respect as per tender.

m) We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

<Signature >

Name:

Date:

Designation:

Place:

<Seal/>

Business Address:

Documents forming part of the bid:

We have enclosed the following documents along with this Proforma I – Bid Sheet:

- a) Admin Charges, Document Fee, e-Tender Processing fee Payment Receipts
- b) Company Certificate
- c) Proforma-II: Bid Security (Bank Guarantee)
- d) Proforma III : Undertaking from OEM
- e) Proforma IV: Format for Turnover of Bidder
- f) Proforma V (Company Profile)
- g) Proforma VI (Prior Experience)
- h) Proforma VII (Declaration Letter on Non Blacklisted Company/Firm)
- i) Proforma VIII (Special Power of Attorney)
- j) Proforma IX – Technical Compliance
- k) Proforma X (Brands and makes of all items)
- l) Proforma XI (Undertaking by the Bidder)
- m) Detailed Technical Bid
- n) ISO/BVQI/CE/RoHS/EPEAT certificate
- o) BIS certificates for all items applicable
- p) Technical specifications of equipments.

Proforma-II
BID SECURITY (BANK GUARANTEE)

WHEREAS [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the _____
[name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We
[name of Bank] of [name of country] having our registered
office at (hereinafter called "the Bank") are bound
unto [name of Employer] (hereinafter called "the
Employer") in the sum of * for which payment well and truly to
be made to the said Employer the Bank itself, his 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 after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- OR
- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 26.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will not that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force upto and including the date_____** day after the deadline for submission of Bids as such dead line is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

SEAL_____

DATE_____

SIGNATURE_____

WITNESS_____

(Signature, name and address).

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Proforma III : Undertaking from OEM

(To be scanned and uploaded on eproc Portal)

(To be submitted by OEMs on their respective letterheads, signed by persons having the appropriate Power of Attorney – copy to be submitted)

From

To

The _____,

Ref.: Tender No : _____ / _____

WHEREAS we _____(OEM's Name) are official manufacturer of _____(Item Name) and have manufacturing facilities at _____(OEM's Corporate Office/Manufacturing Site Address), we hereby authorize _____(Bidder's Name) located at _____(Bidder's Address) to submit the bid for supply & installation of the following items manufactured by us, to meet the requirements associated with your above tender.

List of Items:

1. _____
2. _____
3. _____

We, do hereby solemnly affirm and declare: -

- (i) That this is to certify that M/s _____ is our authorized distributor/reseller and he is authorized to submit tender/quote the rates in the State of Punjab, against tender enquiry No. _____ due on _____ and to supply the material in original manufactured by us.
- (ii) That we shall have full responsibility of satisfactory supplies against the supply order/rate contract if reseller/distributor against the above mentioned tender inquiry.
- (iii) That I am fully authorized to give this affidavit/undertaking on behalf of _____ and the power of attorney have been executed in my favor (copy enclosed).

- (iv) That if at any stage a dispute arises between reseller/distributor and our firm, we will be responsible to arrange supply on the terms and conditions of supply order/rate contract.
- (v) That in case the reseller/distributor fails to supply the goods as per supply order of the contract we, the manufacturer takes the responsibility of the supply and will abide by the terms and conditions of contract, signed by the reseller/distributor.
- (vi) That the delivered products against the supply order shall be latest version and will not be end of life for next 2 years.
- (vii) That technical support of delivered products against the supply order shall be available in terms of spares, replacement and repairs/ patches/ upgrades for the next three years under warranty and/ or AMC clauses.
- (viii) Level - 2 support shall be provided by us directly at site incase our authorized agent fails to rectify the problem within allotted time frame including holidays.
- (ix) We (OEM) shall be responsible to rectify the problem or replace the faulty system or part thereof if it is not fully rectified by our authorized partner.
- (x) We (OEM) assure that in the event of _____ (Bidder's Name) not being able to fulfill its obligation as our sales & service provider in respect of this tender, we would continue to meet the obligations stated in the above mentioned tender through alternate arrangements.
- (xi) We (OEM) also confirm that _____ is our authorized service provider / agent and can hence provide maintenance and upgrade support for our products during and after the warranty period, the latter being subject to you awarding an AMC to the Bidder, up to _____(no. of years of post-warranty support) years from the date of expiry of the warranty.

DEPONENT

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and nothing has been concealed therein.

DEPONENT

ENCLOSURE : Copy of Power of Attorney

Proforma-IV
Format for Turnover of Bidder

(To be filled, Signed, scanned certified by CA of (OEM / Bidder) and Uploaded on
eproc Portal)

1. Name of the Bidder : _____

2. Item Name: _____

S. N.	Financial Year (FY)	Annual Turnover of Bidder in the financial year (in INR)
1	FY 2022– 23	
2	FY 2023 – 24	
3	FY 2024- 25	
	Average	

I hereby declare that the above information is true to best of my knowledge.

(Name &Signature of the CA)

Date and Place:

Proforma V (Company Profile)

(To be scanned and uploaded eproc Portal)

S No	Particulars	Description/ Details	Yes/ No	Page No.
1	Name of Bidder			
	a) Telephone:			
	b) Fax			
	c) Mail			
	d) Website			
	e) Type of the Organization(PSU /Limited /Pvt Ltd. Partnership/Any other)			
	f) Contact person name			
2	Indepartment / partnership Details			
	a)Indepartment Number (if applicable)			
	b)Date of Indepartment			
	c)PAN No (enclose self certified copy of certificate):			
	d) GST registration Number (enclose self certified copy of certificate):			
3	Financial Turnover			
	a) 1st Financial Year (2022-23)			
	b) 2nd Financial Year (2023-24)			
	c) 3rd Financial Year (2024-25)			
4	Name of Authorized Signatory			
	a) Position			
	b) Telephone			
	c) Fax			
	d) Mobile			
	e) E Mail			

5	The bidder should not have been charged of involvement in any malpractice, fraud, scandal or any criminal case or have been blacklisted by any Central or State Government Department or Agency as per Proforma VII			
---	---	--	--	--

Address of Local office/Representative:

Name	Address	Phone Number	Email

I hereby declare that the above information is true to best of my knowledge.

(Signature of the Authorized Person)

Company Seal

(with name and designation of the person signing the tender)

Date and Place:

ENCLOSURES: copies of the certificates

Proforma VI (Prior Experience)

(To be filled and uploaded on eproc Portal)

PRIOR EXPERIENCE

(Using the format below one per work order, provide information in respect of major jobs of similar nature executed by the company. Proof of work executed for Central / State Govt. be attached)

S. No	Details	Attached (Yes/No)
1	Details of client along with address, telephone and Fax number	
2	Order Value(Rs. Lacs)	
3	Job description/ Product Supplied	
4	Date of order issued:	
5	Date of completion / in progress	
6	Seal of the bidder:	

I hereby declare that the above information is true to best of my knowledge.

(Signature of the Authorized Person)

Date and Place:

Enclosures: Copy of Work Orders and Completion Certificates (minimum required numbers)

Proforma VII (Declaration Letter on Non Blacklisted Company/Firm)

(To be scanned and uploaded eproc portal)

[Bidders are required to submit the Declaration letter as given here on their letter head]

To
Competent Authority

Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India or Governments abroad.

Dear Sir,

We, the undersigned, hereby declare that we are not under a declaration of ineligibility/ banned/ blacklisted by any State or Central Government/ any other Government institutions in India or world or convicted of economic or any other offence in India or abroad for any reason as on last date of submission of the Bid.

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Proforma VIII: SPECIAL POWER OF ATTORNEY

(To be filled, signed, scanned and uploaded eproc portal)

Know all men by these presents that we <<name of company>> incorporated in India under the <<To be filled by bidder>> and having its registered office at <<registered office address>> (India) (Hereinafter called the "Company") DOTH hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

- a) To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender <<To be filled by Bidder>> for selection of Bidder for <<project name>> and all affairs ancillary or incidental thereto.
- b) AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>><<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<signature, name & designation of person witness to this attorney>>

<<signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

<<signature, name & designation of person executing attorney and name of company>>

SECTION 7: TECHNICAL BID PROFORMAS

Proforma IX – COMPLIANCE SHEET

(To be filled, scanned and uploaded on eproc portal)

(The bidder has to submit the compliance sheet on Letter head for each item as per the technical specifications mentioned in the tender document)

Name of Items	Sr. No.	Specification	Complied Yes/No

Proforma X : Brand & Model of Quoted Items
(To be filled and Uploaded on eproc Portal)

Name of Bidder:			
	Item description	Make	Model
1			
2			

Note: BIS certificates are to be submitted for all items which fall under the “**List of Electronics and IT Goods under ‘Compulsory Registration Scheme’ for Self-Declaration of conformity**” of the Govt of India along with duly filled proforma IX

Proforma XI : UNDERTAKING by the Bidder

(On the letterhead of the Bidder)

I/We, _____ (Name of the Bidder/Firm), having our registered office at _____, hereby solemnly affirm and declare that:

I/We undertake that we have **already obtained**, or shall **obtain and maintain**, all necessary **statutory, legal, regulatory, and obligatory permissions, approvals, registrations, licences, and clearances**, as required under applicable Central and State laws, rules, and regulations, for execution of the contract awarded under this tender.

I/We further undertake that all such permissions shall remain **valid for the entire duration of the contract**, and any lapse, non-renewal, or violation thereof shall be our sole responsibility. The Department shall not be held liable in any manner whatsoever for any consequence arising out of non-compliance with statutory requirements.

I/We also agree that failure to obtain or maintain the required permissions shall render us liable for **termination of the contract**, forfeiture of security deposit, and any other action as deemed fit by the Department, without any claim or compensation.

This undertaking is being submitted in compliance with the tender conditions and shall form an integral part of the bid.

Date: _____

Place: _____

Signature of Authorized Signatory

Name: _____

Designation: _____

Seal of the Firm: _____

SECTION 8: FINANCIAL BID & OTHER PROFORMAS

Proforma XII : PRICE SCHEDULE(To be filled online and uploaded in the Financial Section of e-Tendering Portal)

Name of Bidder: _____								
Please Note: These rates may also be used for reorder purposes.								
Sr. No	Item Description	Make	Model	Qty	Unit Cost without taxes (INR)	Tax per Unit Cost (INR)	Total Unit Cost with taxes (INR)	Total Cost of all quantities with taxes (INR)
1.								
2.								
	Grand Total of all quantities (In words) Rs.:							
3.								

Certified that:-

1. All costs including transportation, import duty, transit insurance, delivery, installation cost, Out of Pocket Expenses and taxes have been included in the above quotes.
2. The items quoted above are inclusive of all items required for complete system as per detailed specs given in **Appendix B** of the Tender Document.
3. We understand that conditional quotes will be out rightly rejected and that in case of error/ variation in grand total cost in figures and words, the grand total cost in words will prevail.
4. Any item mentioned above may be eliminated / dropped at the time of placing the order but the L1 will be declared on the basis of Grand Total
5. Bidders shall ensure that only one make / model is to be quoted for each item in the above Proforma. In case any of the items of the list is found quoted with more than one make / model the bid shall be out rightly rejected. **Also word such as equivalent / reputed make / not applicable etc. will lead to rejection of bid.**

Proforma XIII : Letter of Acceptance

[letterhead paper of the Purchaser]

With reference to your bid submitted against Tender No. _____ dated _____, and subsequent evaluation of bids, it is hereby informed that your offer has been accepted by the competent authority for the following work:

Name of Work:

Contract Value: ₹ _____ (Rupees _____ only)

Period of Contract: _____

2. You are requested to submit the Performance Bank Guarantee (PBG) amounting to ₹ _____ (5% of the contract value), valid for the prescribed period, within 15 days from the date of issue of this Letter of Acceptance.
3. You are also requested to execute the Agreement in the prescribed format on appropriate non-judicial stamp paper within 15 days from the date of issue of this Letter of Acceptance.
4. Failure to comply with the above requirements within the stipulated time shall render this Letter of Acceptance liable to cancellation and may result in forfeiture of the Earnest Money Deposit (EMD), without any further notice.
5. This Letter of Acceptance shall form part of the Contract Agreement.

Kindly acknowledge receipt of this Letter of Acceptance and confirm your acceptance of the above terms.

Yours faithfully,

Attachment: Draft Contract Agreement

Proforma XIV : PERFORMANCE BANK GUARANTEE

This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as "The Bank" which expression shall include their successors, in favor of _____, Department of Mines & Geology (hereinafter referred to as "The Department" which expression shall include their successors).

2. Whereas the Department has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as "The Company" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Bidder <<project name>>.
3. In consideration the Department selecting the Company as Bidder to <<project name>> as per the terms and conditions of the Agreement entered into between the Department and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Department on first demand without demur any sum up to Rs <<amount>> (Rupees <<in words>>) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
4. We, the Bank, undertake to pay to the Department any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
5. The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the Department or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.
6. The guarantee shall remain in all force and effect during the period that would be taken for the Performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 42 (Forty Two) months from the date of its execution i.e. up to <<day>> day of <<month>> <<year>> , or the Department certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee.

7. We, the Bank, further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of Performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,
 - a. Our liability under this Bank Guarantee is restricted to Rs <<amount>> (Rupees <<in words>>),
 - b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Department serve upon us a written claim or demand on or before dd.mm.yyyy.
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Department in writing and the guarantee shall be continuous and irrevocable up to the sum stated hereinabove.

Place

Date

(Signature of Authorized signatory & Stamp of Bank)

Proforma XV : NON-DISCLOSURE OF CONTRACT DOCUMENTS

(To be submitted by Successful Bidder along with the acceptance of LoA)

NON-DISCLOSURE OF CONTRACT DOCUMENTS

Except with the written consent of the Buyer / Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, video, data, pictures or any other information (in any form) to any third Party

(Authorised signatory of Company)

Date:

Proforma XVI : CONTRACT DOCUMENT (to be printed on Stamp Paper of Rs. 100/-)

Date: _____

Reference No. : _____/_____

CONTRACT AGREEMENT

THIS AGREEMENT is made on the ____ day of _____ 2026

BETWEEN:

_____, Department of Mines & Geology of the FIRST PART;

AND

M/s _____, incorporated in India under the Companies Act, 1956 and having its registered office at _____ and place of business at _____ hereinafter referred to as "The Company" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

(I) Department is desirous of procuring _____ for interstate check posts. For the purpose, the Department of Mines & Geology floated Tender No. _____ for selecting Bidder for _____ in Punjab.

(II) The Company having represented to Department that it has the required professional skills, and personnel and technical resources, has agreed to provide the equipment, services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document.

(b) The following documents in relation with submission of bids issued for selection of Bidder shall be deemed to form and be read and construed as part of this Agreement viz.:

- 1) Invitation for Bids
- 2) Instructions to Bidders (ITB)
- 3) General Contract Conditions (GCC)
- 4) Scope of Work (SOW)

- 5) All Annexures, appendices, amendments, supplements, corrigendum or clarifications thereto
- 6) Award of Contract.
- 7) Detailed Technical Specifications.

(c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Company for the items & their quantities mentioned in **Annexure 1**.

(d) The mutual rights and obligations of the Department and the Company shall be as set forth in the Contract, in particular:

- 1) the Company shall carry out the services in accordance with the provisions of the Contracts;
- 2) the Company shall provide equipment/ services in conformance to terms and conditions laid out in tender document and strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
- 3) Department shall make payments to the Company in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:

Signed by:

()

()

Authorized Signatory of
the Company

Authorized Signatory of
Department of Mines & Geology

Witness

Witness

Proforma XVII : COMMISSIONING CERTIFICATE

(To be issued after successful installation, testing and trial run)

Name of Work:

Supply, Installation, Testing and Commissioning of

(at Interstate Check Post _____)

Tender No.: _____

Agreement No. & Date: _____

Name of Contractor/Bidder: _____

Location: _____

This is to certify that the **Supply, Installation, Testing and Commissioning (SITC)** of the above-mentioned items/equipment has been **physically verified and inspected** by the undersigned, who is not below the rank of **District Mining Officer**, and found to be in accordance with the specifications, terms, and conditions laid down in the tender document and agreement.

It is further certified that the installed system/equipment has undergone a **successful trial run and testing for a continuous period of one (01) month** to the satisfaction of the Department. During the trial period, the performance of the system was found to be satisfactory and operationally acceptable.

Accordingly, the system/equipment is hereby **commissioned with effect from _____ (date)**.

This certificate is issued for record and further contractual purposes, including commencement of maintenance period and processing of payments, as applicable.

Place: _____

Date: _____

Signature: _____

Name: _____

Designation: _____

(Not below the rank of District Mining Officer)

Office Seal: _____

Annexure 1 (to the contract document)

This annexure is to be read as a part of the contract number PICTC/ITeG/_____ and with reference to the bid submitted against tender in context. The rates of the following items quoted by you for 3 years as per Proforma XI of the tender have been accepted and order for the supply of the same is placed as per the configuration mentioned in tender document and all its subsequent corrigendum's / addendums issued. Rates & quantity are given below:

Table A: List of items & quantities to be supplied

Sr. No	Item Description	UoM	Make	Model	Qty	Unit Cost including taxes (INR)	Total cost including taxes (INR)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Grand Total (In figures) Rs.							

2. The Bidder will be bound by all terms and conditions as per Tender Document and all its subsequent corrigendums / addendums issued and all related documents relevant to the contract.
3. The licenses of software (if any) should be on the name of Department. The supply and installation shall be completed at the designated location of the Department.
4. Payment will be made on actual quantities delivered & installed.

APPENDIX A: SERVICE LEVEL AGREEMENT (SLA) CRITERIA

1. **General:** This section consolidates all service levels and penalties applicable during both the setup phase (first 60 days) and the O&M phase. Penalties are automatic, non-discretionary, and will be deducted from the Operator's payable dues or commission. Persistent breaches may result in termination of the Agreement.
2. **Milestone Compliance**

Milestone	SLA Requirement	Measurement	Penalty for Delay/Non-Compliance
Mobilization (Day 7)	Teams deployed, plan submitted	Dept. confirmation	₹25,000 per day
Civil & Infra Completion (Day 30)	Gantries, weighbridges, cabins, lighting, power certified	Inspection report	₹50,000 per day per ICP
Technology Deployment (Day 45)	All devices installed, tested, calibrated	Device test logs	₹75,000 per day per ICP
Portal Integration (Day 50)	End-to-end sync functional	Joint UAT with Dept.	₹75,000 per day until resolved
Training (Day 55)	Govt. staff trained, manuals submitted	Training attendance logs	₹50,000 per ICP per week delayed
Go-Live (Day 60)	ICP fully operational	Go-Live certificate	₹1,50,000 per day per ICP

3. Operational SLAs (O&M Phase)

Parameter	SLA Requirement	Measurement Method	Penalty for Breach
Command Center Uptime	≥ 99.5% monthly uptime	System uptime logs	₹5,000 per hour beyond threshold
ICP Device Uptime (ANPR, RFID, POS, Weighbridge)	≥ 98% uptime per device	Device logs and system diagnostics	₹2,000 per hour per device beyond downtime allowance
Portal Reconciliation	100% real-time sync; ≤ 0.1% unreconciled transactions	Automated daily reconciliation reports	₹10,000 per day of variance
Third-Party Audit Variance	≤ 0.5% deviation between actual vs audited vehicle count and collections	Quarterly independent audit report	₹25,000 per 0.1% excess deviation
MIS & Transaction Reporting	Real-time dashboard reporting; daily summary reports auto-generated by 09:00 hrs; any manual report to be submitted within 2 working days	Portal logs, MIS records	₹10,000 per delayed report
Average Vehicle Processing Time	≤ X minutes per vehicle (to be finalized during UAT)	Time-stamped entry/exit logs	₹10,000 per ICP per day if average exceeds threshold
Data Storage & Privacy Compliance	100% adherence to approved data storage, retention (min 90 days), and privacy protocols; data hosted within India	Audit logs and third-party verification	₹50,000 per incident of breach or non-compliance

4. Escalation and Termination

- If cumulative penalties in a quarter exceed **10% of the Operator's payable dues**, the Department may initiate termination proceedings.
- If SLA violations persist beyond 60 days despite penalties, the Department may forfeit the Performance Bank Guarantee and assume direct control of ICP operations.

5. Exemptions

- Penalties shall not apply in case of Force Majeure events (natural disasters, war, pandemics), subject to written confirmation by the Department.
- Planned maintenance, if approved in advance by the Department, shall not attract penalties.

APPENDIX B: DETAILED TECHNICAL SPECIFICATIONS

Sr. No	Detail	Specifications
(i)	ANPR Camera	<p>High-performance embedded processor, Image Sensor 1/1.8" CMOS (1.411 cm) : Shutter Mode : Single shutter, Electronic Shutter Speed : Auto/Manual 1/50 s-1/100,000 s, Image Resolution : 2688 (H) × 1520 (V) (OSD black background is not calculated in the pixels), Noise Reduction : 3D NR, S/N Ratio : >56dB, Min. Illumination : 0.0001 lux, Day/Night : Supports ICR auto switch: IR cut-off filter (IRCF) with the polarizing filter is used during the daytime, and switches to the common IR cut-off filter at night, Effective Range for ANPR : 30mtr, Detection Accuracy : (min) 98%, Speed Detection Range : 0 km/h-180 km/h, Target Detection : Motor vehicle; motorcycle</p>
(ii)	PTZ Camera	<p>2MP WDR 25x IR Network PTZ Camera- 100 Mtr Image Sensor : 1/2.8" 2MP PS CMOS Image sensor (0.9071 centimeters), Effective Pixels : 1920 (H) × 1080 (V), Electronic Shutter : 1/1 s-1/30,000 s, Max. Aperture : F1.6-F3.5, RAM : 512 MB, ROM : 256 MB, Minimum Illumination : 0.005 lux@F1.6 (Color, 30 IRE), 0.0005 lux@F1.6 (B/W, 30 IRE), 0 lux (IR light), White Balance: Auto, Indoor, Outdoor, Tracking, Manual, Sodium lamp, Natural light, Street lamp, S/N Ratio : ≥55 dB, Focus Control : Auto, Semi-auto, Manual, Lens : 4.8 mm-120 mm, Close Focus Distance : 0.1 m-1.5m, Angle of View : H: 60.6°-3.2°; V: 34.1°-1.8°; D: 69.4°-3.7°, IR : IR Range of 100 Mtr., Pan/Tilt Angle : Pan: 0° to 360° endless, Tilt: -15° to +90°, auto flip 180, Optical Zoom : 25×, Digital Zoom : 16x</p>

(iii)	RFID Reader for Fastag	100% compatible and excellent performance with FASTAG Tags, IP 66 Rated waterproof design, OS - ARM9, 400MHz or above, DDR SDRAM :128M; ROM: 256M, Housing Material -Aluminium, Power supply: DC 24V/2A, Protocol: ISO/IEC18000-6B,6C / EPC C1Gen2, Channel bandwidth: <200KHz, Interface: RS232, RS485, RJ45
(iv)	Gantry/Pole	4 meter GI Pole, 100 mm diameter, 3 mm thickness, 300×300×12 mm base plate, 2 mounting brackets (RFID + ANPR), Cable entry port + conduit.
(v)	8 Ch NVR	Industrial-grade processor with Embedded Linux OS , Instastream/H.265/H.264 /Smart H.264 /H.264 decoding formats, Max. decoding capability: 6 × 1080p@30 fps, Max. 80/80/60 Mbps incoming/recording/outgoing bandwidth, Support 2 SATA HDDs up to 20TB, 2 USB ports(2.0), HDMI / VGA simultaneous video output, Support Multi-brand network cameras, ONVIF Version 22.12
(vi)	8 TB HDD for NVR	8 TB Surveillance SATA Harddrive 2.5/3.5 Inch with Min 7200 RPM or better
(vii)	PC Workstation	Micro Tower, Tool-less Chassis, Intel Q670 Chipset, Intel 14th Generation Core i5-14500 Processor 2.1 GHz base frequency Max Turbo frequency, up to 5.3 GHz, 33 MB cache, 16 cores or Higher , 8 GB DDR5-4800 Mhz Memory expandability up to 64 GB with 2 DIMM Slots or Better, 512 TB GB PCI NVME SSD, Windows 11 Professional, USB Wired Keyboard, USB Optical Wired Mouse Same OEM Make as Desktop, 23.8 inch 1920 x1080 Resolution IPS Display or Higher (Same OEM as desktop) with Min any of 2 Nos Port: HDMI / VGA /DP
(viii)	Online UPS 1KVA	1 KVA, Single Phase Sinewave 230V AC 50Hz Rated output (volt), Battery Location - Inside the enclosure of UPS, 12 V, 7Ah x2
(ix)	Thermal Printer	4" Thermal POS Printer, Speed 200 mm/s, Enable with USB & Serial Configuration, Cash Drawer Port, 112 mm Paper Width, Thickness 68-85 micrometer

(x)	Networking & Misc BoM	
(xi)	8Port POE Switch	8 - 10/100/1000Mbps autosensing + 2 Gigabit SFP uplinks, Forwarding modes Store-and-forward, Bandwidth 20Gbps full duplex, Mean time between failures (MTBF): 157,004 hours (~18 years), Protected ports, Port-based QoS, DSCP-based QoS, Auto voice VLAN, DHCP Filtering
(xii)	PORTA Cabin and necessary fittings complete in all respects	<p>a) PORTA Cabin as per the drawings approved by the Chief Architect, Punjab, inclusive of all electrical, sanitary, plumbing, air-conditioning and other essential fittings, complete in all respects. <i>This item shall be applicable only at locations where no permanent checkpost structure is available.</i></p> <p>b) Refurbishment of existing permanent checkpost structures, including provision and installation of electrical works, sanitary fittings, air-conditioning, plumbing, and other necessary fittings, as required for setting up the surveillance and operational infrastructure. Where a permanent structure already exists, only the fittings and works essential for the infrastructure setup shall be executed, and payment shall be made accordingly.</p>
(xiii)	LED TV 55"	55" LED or Better, 3840*2160 Resolution, 350 Nits or better Brightness, Viewing Angle (HN) 178°/178°, Connectivity Input HDMI 2.0 (2) & USB 2.0 X (2), Power Supply AC 100 - 240 V ~ , 50/60 Hz, OEM should have ISO 9001,14001,45001
(xiv)	2 KVA Online UPS	2KVA or better, True Online Double Conversion IGBT Based Technology Floor Mounted UPS system with Inbuilt Batteries of 26AH x 6 Nos in a single UPS cabinet, LCD Display, Compliance with EN 62040-1, EN 62040-2, IEC 62040-3, CE, BIS
(xiv)	Super NVR with 24 HDD Slot	Intel Quad-core Processor, Embedded LINUX OS, 1 channel Input, 1 channel Output, RCA, GUI, 2 HDMI (up to 3840 x 2160 , Different Source), 1 VGA, 384Mbps Video Recording, 3840x 2160, 1920x 1080, 1280x 1024, 1280x 720, 1024x 768 Video Resolution, 16Kbps ~ 20Mbps Per Channel Bit Rate, Zoom, Tracking, Recording, Preset, Snapshot, Alarm, etc. Tracking Trigger Event
(xvi)	Server with Rack	Server Rack Server 1U/2U, Processor : 12 Core single processor, RAM : 64GB DDR5 , SSD 960GB X3 SATA RI SSD DUAL REDUNDENT POWER SUPPLY, 1X4G Ethernet Port, 2x 10G SPF+ Port, Windows Standard 2025 Operating system, 3 Year warranty, Rack : 42U Service rack with 600 Mm width and 1000 MM

		depth, Front and Back Perforated door, Cable Organiser/1U/ Channel, Mounting Hardware (Pack of 20), Fan Min 2 Nos, power distribution unit, 1Ph, 230V, 16A, 50/60Hz, 2U standard with 6 X Indian Round Pin 5/15A, Castor wheels -4 Nos.
(xvii)	Firewall	Advanced protection with DPI, TLS 1.3 inspection, zero-day threat defense, SD-WAN, ZTNA, and synchronized security with endpoints
(xviii)	24 Port Switch	24 10/100/1000 Mbps auto-sensing Gigabit-Ethernet switching ports, and two dedicated 1000Mbps SFP fiber ports, Forwarding modes Store-and-forward, Packet Buffer 2MB, Bandwidth 52Gbps, Priority queues 4, IEEE 802.1x, Guest VLAN, RADIUS Accounting, IGMP Snooping (v1, v2 and v3), Static Routing, VLAN Routing
(xix)	HDD for Super NVR 8TB	8TB Surveillance SATA Harddrive 2.5/3.5 Inch with Min 7200 RPM or better