

**Government of Tamil Nadu  
Commercial Taxes Department**

**E-TENDER NOTICE**

Online tenders are invited by the Additional Chief Secretary / Commissioner of Commercial Taxes, Commercial Taxes Department, towards **Selection of System Integrator to Create & maintain the Control room, supply and installation of GPS & Cameras in the Roving squad vehicle and provide related software.**

The tender can be downloaded at free of cost from <https://tntenders.gov.in/>, <http://www.tenders.tn.gov.in/>, from **11.03.2022 11:00 hrs.**

Pre-bid meeting is scheduled on **21.03.2022** at **15:00 hrs** through video conference (VC) by Commercial Taxes Department and the link for the VC can be referred in the RFP.

EMD for an amount of Rs. 5 lakhs has to be paid through online mode. Last date and time for online submission of bids through <https://tntenders.gov.in/> (e-Tender) is **12.04.2022** till **16:00 hrs.** Technical Bid shall be opened online on **12.04.2022** at **17:00 hrs.**

Sd/- K.Phanindra Reddy,  
**Additional Chief Secretary /  
Commissioner of Commercial Taxes**

//Forwarded By Order//

for Additional Chief Secretary /  
Commissioner of Commercial Taxes



**Government of Tamil Nadu  
Commercial Taxes Department**

**Request for Proposal (RFP)  
for the  
Selection of System Integrator  
to  
Create & Maintain the  
Control Room, supply and installation of GPS, Cameras and  
provide related software**

**Tender Ref No. /CC4/3/2022/2022 dated 03 /01/2022**

**Additional Chief Secretary / Commissioner of Commercial Taxes  
Commercial Taxes Department  
Chennai-60005  
Phone: +91-44-28521744  
Email: [cct@ctd.tn.gov.in](mailto:cct@ctd.tn.gov.in)  
Website: [www.ctd.tn.gov.in](http://www.ctd.tn.gov.in)**

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## **Importance Notice**

### **Applicability of Tamil Nadu Transparency in Tenders Act 1998**

This Tender process will be Governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time.

### Acronyms used in the Document

BG	Bank Guarantee
CCT	Commissioner of Commercial Taxes
DD	Demand Draft
CTD	Commercial Taxes Department
EMD	Earnest Money Deposit
INR	Indian Rupees
LOA	Letter Of Acceptance
LOI	Letter of Indent
SD	Security Deposit
GST	Goods and Services Tax
TDS	Tax Deduction at Source
VTS	Vehicle Tracking System
GPS	Global Positioning System
RS	Roving Squad

## 1. Letter of Undertaking

To

The Additional Chief Secretary / Commissioner of Commercial Taxes  
Commercial Taxes Department  
Ezhilagam,  
Chepauk  
Chennai-600005.

Sir,

**Sub:** Undertaking for participating in Commercial Taxes Department's Tender for – Reg.

**Ref:** Tender Ref \_\_\_\_\_, dated. \_\_\_\_/12/2021

I/We \_\_\_\_\_ have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We \_\_\_\_\_ do hereby submit my/our bid is in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as Selection of System Integrator to Create & maintain the Control Room, supply and installation of GPS, cameras and provide related software at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the Commercial Taxes Department and considering this my/our tender.

I/We \_\_\_\_\_ hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and

also are liable for any penal actions that may arise due to the above.

I/ We ----- certify that the tendered items to be delivered under this contract are certified as genuine and valid.

I/ We..... certify that we are liable and responsible for any disputes arising out of the Intellectual Property Rights.

In case of violation of any of the conditions above, I/We..... Understand that I/ We are liable to be blacklisted.

Yours faithfully

for \_\_\_\_\_

Name, Signature

Designation

Seal

**Note:**

- 1) Declaration in the company's letter head should be submitted as per the format given above
- 2) If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.



## 2. Preamble

Introduction of Goods and Services Tax (GST) across India with effect from 1st of July 2017 is significant step in the field of indirect tax reforms in India.

The Businesses/Taxpayers in the state are paying Taxes periodically. The officials of department have to ensure the compliance and find out the taxpayers and transporters who are adopting fraudulent practices while transporting the goods. Hence Mobile Roving squads are put to use for monitoring the movement of vehicles. So, the roving squads in the department are to be supported with inputs relating to suspicious movements.

Therefore, Commercial Taxes Department has proposed to create a control room to assist and monitor the functioning of Roving Squads. This Control Room will function 24/7.

In view of this, the department invites bids from suitable bidders to Create & maintain the Control room, supply and installation of GPS & Cameras in the Roving squad vehicle and provide related software as per the terms & conditions as given in this Tender document.

### 3. Definitions used in the Tender Document:

1.	Agreement	Means the document signed by the Authority (Commercial Taxes Department) and the Bidder that incorporate any final corrections or modifications to the tender and is the legal document binding on both the parties to all terms and conditions of the Contract
2.	Bid	Means the complete bidding document submitted by the Bidder to the Authority (Commercial Taxes Department) and shall include any corrections, addendum and modifications made therein in accordance with the terms and conditions of tender.
3.	Bidder	Means the party who makes a formal offer in pursuance of the tender floated.
4.	Day	A day means a calendar day
5.	Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
6.	Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by Commercial Taxes Department
7.	Lowest Tender	Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.
8.	Payment	Means the amount payable by Commercial Taxes Department based on the tendered items as per the agreement.
9.	Period	Means entire term of the Contract
10.	Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.
11.	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process
12.	GST	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) (Registered on or before 1.1.2018) and also submit GSTR-3b for the last 6 months (from June 2018 to December 2018).

## 4. Tender Schedule

### Commercial Taxes Department

1.	Tender inviting Authority, Designation and Address	The Additional Chief Secretary / Commissioner of Commercial Taxes, Commercial Taxes Department, Ezhilagam, Chepauk Chennai-600005. Phone: +91-44- 28521744 Email: <a href="mailto:cct@ctd.tn.gov.in">cct@ctd.tn.gov.in</a> Website: <a href="https://ctd.tn.gov.in">https://ctd.tn.gov.in</a>
2.	A) Name of the Work	Create & maintain the Control Room, supply and installation of GPS, cameras, provide related software and maintain the same
	B) Tender reference	Tender Ref. No. CC4/3/2022/ dated 03/01/2022
3.	Tender documents available place	The Tender document can be downloaded from the url <a href="http://www.tenders.tn.gov.in">http://www.tenders.tn.gov.in</a> at Free of cost
4.	Earnest Money Deposit (EMD)	Rs.5,00,000/- (Rupees One Lakh only) should be paid through online mode
6.	Tender submission	<b>e-Submission through:</b> <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-Bid meeting	On 21/03/2022@ 15:00 hrs. Prebid meeting will be conducted online through Video Conference. Join from the meeting link: <a href="https://tnctd.webex.com/tnctd/j.php?MTID=m8cb69a55166fbe91d3c85287a5f3e50c">https://tnctd.webex.com/tnctd/j.php?MTID=m8cb69a55166fbe91d3c85287a5f3e50c</a> Meeting number (access code): 2518 717 5401 Meeting password: 12345
8.	Due Date, and Time of submission of Tender online	12/04/2022 @ 16.00 hrs
9.	Date, and Time of opening of the Technical Bids online	12/04/2022 @ 17.00 hrs
10.	Date and Time of opening of Price Bids online	Will be intimated only to the Technically Qualified Bidders through email
11.	Bid validity	180 days liable to be extended as per the request of Commercial Taxes Department

**Note:** Neither the CTD nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management.

## **5. General Instructions**

### **5.1 General**

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise himself/ themselves with the prevailing legal situations for the execution of contract.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by Commercial Taxes Department. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.
- d) The Bidder shall be deemed to have satisfied himself fully before bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to Commercial Taxes Department for all the deliveries and deliverables.
- h) The Bidder shall submit the scanned copy of bid document (in .pdf) and corrigendum (if any) signed by authorised signatory in each page and as an acceptance of the bid.

### **5.2 Clarifications in the Tender**

- a) A prospective Bidder requiring any clarification in the Tender may notify Commercial Taxes Department by letter or by Fax or by E-mail as per the Format prescribed in Appendix-3 to [tenders@ctd.tn.gov.in](mailto:tenders@ctd.tn.gov.in).
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document.

### **5.3 Amendments to the Tender**

- i. Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders should periodically check for the amendments or corrigendum or information in the websites till 48 hrs before the closing date of this Tender. Commercial Taxes Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- ii. No clarifications will be offered by Commercial Taxes Department within 48 hours prior to the due date and time for opening of the Tender.
- iii. Before 48 hrs of the closing of the Tender, Commercial Taxes Department may amend the Tender document as per requirements or wherever Commercial Taxes Department feels that such amendments are absolutely necessary.
- iv. Amendments also may be given in response to the queries by the prospective Bidders.
- v. Such amendments will be notified in the websites mentioned in the tender schedule.
- vi. Commercial Taxes Department at its discretion may or may not extend the due date and time for the submission of bids on account of amendments before the closing date and time of the Tender.
- vii. Commercial Taxes Department is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

### **5.4 Language of the Bid**

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

### **5.5 Bid Currency**

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

### **5.6 Contacting Tender Inviting Authority**

Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify

the Bidder. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek Bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

## **5.7 Force Majeure**

Neither the Commercial Taxes Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

## **5.8 Arbitration**

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Commissioner of Commercial Taxes under the “Arbitration and Conciliation Act 1996”. The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter.

## 6. Pre-qualification Criteria

The Bidders should have the following Pre-qualification Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Pre-qualification criteria in the Technical Bid.

Sl. No.	Pre-qualification Criteria	Supporting documents for fulfilling the Pre-qualification criteria
1.	The bidder members should be a Company registered in India under the Indian Companies Act 1956/2013 for the last 3 years as on 31/03/2021. Bidder should have been in the Information Technology / IT enabled services for 3 Years as on 31/01/2022	a) Copy of the Certificate of incorporation should be submitted. b) Copy of the work order dated on or before 01.02.2019 obtained from the customer or agreement signed dated on or before 01.02.2019 with the customer for any IT Services should be submitted.
2.	Bidder should have an average annual turnover of Rs.3 Crore in each year, in the last three (2018-19, 2019-20 & 2020-21) audited financial years and Positive Networth for two financial years (2019-20 & 2020-21)	a) Copies of the Audited balance sheet for the last 3 financial years should be submitted. b) For 2020-21 Audited Balance Sheet / Provisional Statement / Certificate from the Chartered Accountant is accepted c) Certificate from the Chartered Accountant should be enclosed with positive net worth in the last two financial years of 2019-20 & 2020-21.
3.	The bidder should have successfully Implemented, at least two GPS tracking software (design, development, implementation) for Government / PSU / Private Agencies during last 3 years as on date of submission of bids and the value of the project should be at least Rs.15 Lakhs and the project should be live as on date.	Work Order / Project Contract Document / Agreement along with Go-Live / Satisfactory Completion / performance Certificate by the client with details of project value with clear scope of project.
4.	Bidder should have executed work orders, for installation of GPS in atleast 200 vehicles across Tamil Nadu during last 3 years as on date of submission of bids. (2018-19, 2019-20 & 2020-21).	Copy of the work order or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted.
5.	The Bidder should have valid Certificate of ISO 9001:2008 or higher in their name	Valid copy of Certificate ISO 9001:2008 or higher should be enclosed.
6.	The Bidder should have at least one office in Tamil Nadu.	The copy of Property tax bill/Electricity in Tamil Nadu and preferably support Bill/Telephone Bill. Copy of the Rental Agreement or land line telephone

	If the Bidder is not having any office in Tamil Nadu, the bidder should submit a letter of undertaking to open an office in Tamil Nadu within 15 days from the date of issue of work order if he is awarded the work	bills dated on or before 31.12.2021 should be submitted.
7.	The Bidder should not hold any sanction / black-listing by any Government / Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) during the past 3 years (even if the sanction / black-list was subsequently withdrawn)	Self-declaration Certificate should be submitted

**Important Note:**

1. Bidders should ensure that they have submitted all the required proof of documents self-attested and signed with seal as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce original for verification as and when demanded by Commercial Taxes Department, failing which, such of those documents will not be considered.
2. Commercial Taxes Department reserves the right to verify the Authenticity and Veracity of any documents submitted for Pre-qualification criteria.



## 7. Technical Evaluation Criteria

S. No	Criteria		Maximum Marks
7.1	The bidder should have valid ISO 27001:2011 or higher certifications. Copy of certification should be attached.	ISO 27001:2011 or higher certifications = 10 marks	10
7.2	Average annual turnover during the last three financial years (2018-19, 2019-20 and 2020-2021)  Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years. For 2020-2021, provisional statement/ certificate is accepted.	>=Rs.3 Crore and upto Rs.4 Crore = 5 marks  >Rs.4 Crore = 10 marks	10
7.3	The bidder should have successfully Implemented, Vehicle Tracking System (Completed) with at least 200 VTUs installed in vehicles across the Tamil Nadu for Government/ PSU during last 3 years as on date of submission of bids.  Work Order / Purchase order / Project Contract Document / Agreement along with Go-Live/ Satisfactory / Completion / performance Certificate by the client with details of project value with clear scope of project.	a. 2 projects = 10 marks  b. 3 or more projects = 20 marks	20
7.4	<b>Project Manager proposed</b>  a. Should have B.Tech/B.E degree in Computer Science /Information Technology b. Overall Experience of 10 years in IT projects implementation c. At least 4 years of experience as a Project Manager in managing IT projects. d. PMP/Prince 2 /Six sigma /ITIL certified. e. Local Language proficiency preferable	a. Educational Qualification=2mark b. Overall IT Experience >= 10 years = 4 marks c. Project management experience>=4 years = 2 marks d. Project Management Certification (PMP/Prince2/Six Sigma/ITIL) = 2 marks e. For lesser experience, marks will be on pro-rata basis	10

7.5	<p><b>Technical Lead proposed</b></p> <p>a. Should have B.Tech /B.E degree in Computer Science/Information Technology.</p> <p>b. Overall Experience of 7 years in IT</p>	<p>a. Educational Qualifications= 2mark</p> <p>b. Overall IT Experience&gt;= 7 years=3 marks</p> <p>c. For lesser experience, marks will be on pro-rata basis</p>	5
7.6	<p><b>Approach &amp; Methodology</b></p> <p>a) Understanding of Project requirement&amp; work plan</p> <p>b) Identified project risk &amp; Mitigation</p> <p>c) Proposed solution and architecture</p> <p>Note : - Bidder should upload the document pertaining to approach &amp; methodology</p>	<p>a. Understanding &amp; work plan = 2.5 marks</p> <p>b. Risk &amp; Mitigation plan= 2.5 marks</p> <p>c. Proposed solution and architecture =5 marks</p>	10
7.7	<p>Technical presentation (solution architecture, scale, high availability, disaster recovery, O&amp;M, security) and live demonstration of projects specified in clause 5</p>	10	10
<b>Total marks</b>			<b>75</b>

## **8. Bid Preparation, Submission and opening**

### **8.1 Cost of Bidding**

The Bidders should bear all the costs associated with the preparation and submission of Bids. Commercial Taxes Department will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

### **8.2 Downloading of Tender Document**

The Tender Documents may be downloaded in <http://www.tenders.tn.gov.in>

### **8.3 Earnest Money Deposit (EMD)**

- a) An EMD amount as specified in the Tender Schedule should be paid through online.
- b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- c) The EMD amount will be forfeited to Commercial Taxes Department, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to remit Security Deposit and / or fails to sign the Contract within the due dates.

### **8.4 Letter of Authorisation**

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney, should be submitted in the technical bid, otherwise the Bids will be summarily rejected.

### **8.5 Clarifications by Commercial Taxes Department**

When deemed necessary, Commercial Taxes Department may seek bonafide clarifications on any aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, Commercial Taxes Department may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of Commercial Taxes Department as stated above, such Bids may at the discretion of Commercial Taxes Department, be rejected as technically non-responsive.

## 8.6 Bid closing date and time

Bids cannot be submitted later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

## 8.7 Online Submission of Bids - <https://tntenders.gov.in>

- a) Bidder should read all the terms and conditions and accept the same to proceed further to submit bids. Tendering system will give a successful bid update message after uploading all the bid documents submitted. A printout of Bid Submission Confirmation showing the bid number, the date and time of submission of the bid with all other relevant details can be taken from the website and kept as an acknowledgement for submission of bid. This acknowledgement will act as a proof of bid submission.
- b) The bidders can resubmit the bid as many times as possible till the closing time of the bid submission.
- c) Withdrawal of the bid is also possible before the closing time of the bid submission.
- d) The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of bid submission, bid opening etc., in e-Tender system.

## 8.8 Bid Opening

### 8.8.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by CTD (if any).

NOTE: If the date fixed for opening of the tender happens to be a Government holiday, the e-tender will be opened on the next Working day at the time specified in the Tender Schedule.

### 8.8.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender.

## 8.9 Tender Evaluation

### 8.9.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, Commercial Taxes Department shall have the right to reject the bid and if after selection, will

terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall also be forfeited.

- b) Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, Commercial Taxes Department shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof of documents to meet out the criteria. Otherwise, Commercial Taxes Department at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

### **8.9.2 Initial Scrutiny**

- a) Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non- responsive.
- b) If Tenders are;
  - i. received without the Letter of Undertaking as per the format given in this RFP and Letter of Authorization
  - ii. received without EMD amount
  - iii. with incomplete information, subjective, conditional offers and partial offers
  - iv. submitted without support documents as per the Pre-qualification criteria and Evaluation Criteria
  - v. non-compliance of any of the clauses stipulated in the Tender
  - vi. lesser validity period
- c) All responsive Bids will be considered for further evaluation. The decision of department will be final in this regard.

### **8.9.3 Technical Bid Evaluation**

- a) A Tender Committee will examine the Technical Bids against the Pre-qualification criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the Pre-qualification criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) The sample if any submitted will be evaluated for the tender specification as given in the Scope

of work to select the technically qualified bidders.

- c) For those Bidders who have already worked or working with Commercial Taxes Department, their previous satisfactory performance in Commercial Taxes Department would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as

- 1) Non responsiveness after getting the Purchase order
- 2) Delay in supply, installation of the ordered items etc.
- 3) Lack of communication about the delay in the work etc.

- d) When deemed necessary, CTD shall seek bona-fide clarifications on any aspect from the Bidder ONLY through <https://tntenders.gov.in> (online mode) under Short Fall of Documents sections in e- tender portal. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, CTD may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of CTD as stated above, such Bids may at the discretion of CTD, shall be rejected as technically non-responsive.
- e) Pre-qualification criteria - Tender Committee will examine the technical bids as per Clause 6 given in the Tender document. The documents which did not meet the Pre-qualification criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders satisfying all the criteria in Clause 5 alone will be considered for further evaluation as per Clause 5. The decision of CTD will be final in this regard.
- f) Tender Committee will examine the bids as per clause 7 Technical evaluation criteria based on the documentary evidence enclosed by bidder in the Technical Bid. The bidder shall be informed to make a presentation to the committee . If the bidder fails to demonstrate their bid will be summarily rejected. **Minimum marks to be scored by the bidders in the Technical evaluation criteria is 70 %, so as to declare the bid as technically qualified. Bidders who score 70 % and above marks in the Technical Pre-qualification criteria as per Clause 6 above shall be deemed technically qualified and financial bids of those bidders only will be opened.**

#### 8.9.4 Price Bid Evaluation

- a) Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).
- b) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu

Transparency in Tender Rules 2000 with latest amendments.

- c) The Bidders should quote for all the items. Failure to submit the price for all the items or partial offer will be liable for rejection of the bid itself. The decision of CTD will be the final.
- d) The bidder who satisfied the PQC, scored 70 or more out of 100 in TEC and has quoted the lowest rate (Total Bid Price) in the price bid will be declared as successful bidder (L1).

#### **8.10 Negotiations**

- a) Negotiations will be conducted with the Successful (L1) Bidder for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

#### **8.11. Award of Contract (through <https://tntenders.gov.in>)**

- a) Award of Contract (Letter of Acceptance) shall be issued online through <https://tntenders.gov.in> to the successful (L1) bidder. After acceptance of the tender and LOA issued by CTD, the successful bidder (L1) shall have no right to withdraw their tender or claim higher price.
- b) No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

#### **8.12. CTD reserves the right to:**

- a) Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- b) Withhold any amount for the deficiency in Quality/Service aspect rendered during the contract period.
- c) Accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances.

## 9. Execution of Work

### 9.1. Payment of Security Deposit (SD)

- a) The successful Bidder will be required to remit a **Security Deposit (SD) of 5% of contract value** by way of Demand Draft or Banker's Cheque payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 67 months from the date of signing of the agreement. The SD shall be paid within 15 days from the date of issue Letter of Acceptance (LOA) by CTD. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of Contract Period. The Security Deposit held by CTD till it is refunded to the Successful Bidder will not earn any interest thereof.
- b) The EMD/Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

### 9.2. Execution of Contract

- a) The Successful Bidder should execute a Contract in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within 15 working days from the date of Letter of Acceptance issued by CTD with such changes/modifications as may be indicated by CTD at the time of execution on receipt of confirmation from CTD.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of CTD. CTD reserves its right to cancel the purchase order either in part or full if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 15 days, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of CTD and also CTD have the right to recover any consequential losses from the Successful Bidder.

### 9.3. Release of Work Order

After payment of Security Deposit and execution of the Contract, CTD will issue the Work Order to the Successful Bidder to commence the project.



#### **9.4. Refund of EMD**

The EMD amount of the Bidders will be auto-refunded upon finalization and issue of LoA to the Successful Bidder.

#### **9.5. Forfeiture of EMD and SD**

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to CTD and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by CTD.

#### **9.6. Termination of Contract**

##### **9.6.1. Termination for default**

- a. CTD may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the service within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by CTD; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful CTD, in the judgment of CTD, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event CTD terminates the Contract in whole or in part, CTD may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to CTD for any additional costs for such similar goods and service. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

##### **9.6.2. Termination for Insolvency**

- a) CTD may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CTD.

### **9.6.3. Termination for Convenience**

CTD may by written notice, with a notice period of 15 days sent to the Successful Bidder, CTD may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CTD's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

### **9.6.4 Termination for default**

- a) Commercial Taxes Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Service Provider, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Commercial Taxes Department; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder , in the judgement of Commercial Taxes Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of Commercial Taxes Department terminating the Contract in whole or in part, Commercial Taxes Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to Commercial Taxes Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

## **9.7. Project Lead**

The Successful Bidder should nominate and intimate CTD, a Project Manager and a Project Lead who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Manager & Lead fully familiarizes with the Tender Conditions, Scope of Work and deliverables.

## **9.8. Assigning of Tender whole or in part**

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, without the written consent of CTD.

## 9.9. Liquidated Damages (LD)

- a) The Bidder must strictly adhere to the implementation schedule, specified in the purchase order issued by CTD to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable CTD to resort to any or both of the following:
- i. Claim liquidated damages at 0.5% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 10% of the contract value. However, LD clause will not be applicable if the delay is not due to issues related to the vendor.
  - ii. In case of the termination of the purchase order by CTD due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.
  - iii. In addition, CTD reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.
- b) The RFP, bid submitted by the successful bidder, negotiated offer of the successful bidder, contract and the work orders will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.
- c) Notwithstanding anything contained in this clause, CTD reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of CTD for a minimum period of three years from the date of blacklisting for their failure to execute the work as per the agreed terms and conditions of the RFP, Contract and Work Order.

## 9.10. Other Conditions

- a) The price bids of Technically qualified bidders only will be opened.
- b) CTD reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of CTD for good and sufficient reasons.
- c) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 with latest amendments. All the cost in the Price Bid will be added and evaluated.
- d) The Price Bid Format should not be changed or altered or tampered. If the Bid form is found to be tampered, the Bids will be summarily rejected. Commercial Taxes Department will not be responsible for the errors committed by the Bidders.

- e) The Price Bid Format should not contain any conditional offers or variation clauses otherwise the Bids will be summarily rejected.
- f) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, manpower etc. and any other cost involved in the delivery of service.
- g) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender document from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period.
- h) The lowest cost as per the above evaluation will be considered as L1 cost. Commercial Taxes Department will not be responsible for any errors committed in the Price Bid. Commercial Taxes Department will negotiate with the lowest cost offered Bidder (L1 Bidder) for further reduction of the price.
- i) The L1 Bidder as well as all the Technically Qualified Bidders will be negotiated to match L1 Price. If L1 has not performed the work satisfactorily, the order will be given to the next Successful Bidder in the tender. The decision of Commercial Taxes Department will be the final.
- j) The bidder should quote for all the items mentioned in the tender Document.
- k) The Bidder, who is selected after the Price Bid evaluation will be called as Successful Bidder.

#### **9.11. Arbitration and Jurisdiction**

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Commissioner, CTD.
- b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Commissioner, CTD. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and

the arbitrator should not grant interest.

- e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- f) The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- g) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- h) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

## 10. Scope of Work

The scope of work of the system Integrator can be broadly classified as:

- i. Supply, Install and maintain the required hardware.
- ii. Supply, install and maintain the connectivity
- iii. Provide the software application for Vehicle tracking and for viewing the video captured through the camera installed.
- iv. Integration of application with that of our native application developed and maintained by the Software providing System Integrator.
- v. Maintain the application and the hardware for a period of 4 years after warranty period of 1 year.

### 10.1 Functionality: -

A control Room is proposed to be established in the department to assist and monitor the functioning of Roving Squads. This Control Room will function 24/7 and will be headed by an Assistant Commissioner cadre officer and assisted by Commercial Tax officer and Deputy Commercial Tax Officer. The Control room will mainly monitor and track the suspicious vehicles movement.

The main functions of the control room will be

- 1) The officials in the state control room shall closely watch the live movement of the vehicles through FasTag linked e-way bill system. If the officials in the control room identify suspicious vehicle movement and tax evading movement of vehicles, based on the e-way bill report/information, an alert will be sent to the Roving Squad officials on duty, to detain the vehicle at the next checkpoint. These vehicles will be subjected for through verification including physical verification.
- 2) The Roving squad will also inform the control room on suspected vehicles and any information regarding the evasion of tax. It will be passed on to the respective officer.
- 3) Monitoring the activities of the Roving Squad officials through GPS/Cameras fixed in the Roving Squad vehicles.

Further, for each Intelligence divisions Roving squads are there to check the movement of Goods by the taxpayers. The Roving Squads are provided with a vehicle in which officials from the department will be moving/ stationed in the static locations into the designated jurisdiction and finding out the dealers who are moving their goods without proper documentation.

To strengthen the Roving Squads, Commercial Taxes Department has proposed to provide 100 new vehicles to monitor the movement of Goods across Tamil Nadu. The

Vehicles will be procured by following the usual procedure. The GPS Tracking Device and the camera will be fixed in the new 100 vehicles of Roving squads proposed to be procured. The GPS will be enabling the tracking of the Roving Squads and Camera will monitor the functioning of the Roving Squads so that timely action by the officials can be monitored. Necessary software will also be installed to monitor the vehicles from the control room.

## **10.2 Scope: -**

The selected system Integrator will provide the solution for the following activities:

1. Supply, Installation and maintenance of the required Hardware and the connectivity for the devices with the centralized server shall be provided by the bidder.
2. Supply/Provision of a web-based software to monitor/ track/manage the fleet of vehicles by displaying the location of each vehicle on Maps.
3. Providing the data transmission solution from various locations to the Tamil Nadu State Data Centre.
4. The device installed on the vehicle will periodically update a centralized server with its current position (latitude and longitude) and the web-based software should display the location information for each vehicle, in real-time, where the tracking device is installed.
5. The web-based software will automatically refresh the tracking information in periodic intervals.
6. Stream the video capture at each Roving Squad Vehicles to the Control room.
7. Supply and Provision of 42" LED screens at the location provided by the Department to monitor the vehicles being tracked.
8. Providing Dashboard reports
9. Provide manpower for running and managing the control room.
10. The System Integrator shall provide the required training to the Departmental officials on the usage of the tracking device and tracking management software.

The successful System Integrator shall supply and commission the required Hardware and Design, develop, Configure, Test and implement the software. He will also Commission, Operate, Manage and maintain the control room during the period of contract.

## 11. Bill of materials

The following are the bill of indicative bill of materials proposed:

Sl. No	Description	Quantity
1	Server 1	3
2	Server 2	1
3	SAN Storage 20 TB	1
4	Desktop Computers	10
5	GPS appliances	100
6	PTZ Camera	100
7	Air Conditioners	2
8	Cabling & Site Preparation	1
9	Televisions	10
10	UPS for Desktop computers	1



## 12. Minimum Technical Specifications

2U Rack Server 1	
<b>Processor</b>	Processor: 2 x Intel Xeon Gold 5218 (2.3GHz, 16C, 22MB, 125W)
<b>RAM</b>	RAM: 2 x 16 GB DDR4 RDIMM scalable up to 768 GB using RDIMM or 3 TB using LRDIMM with 2 Processors
<b>Chipset</b>	Chipset: Intel C621 Chipset, RAID: 12Gb/s SAS Raid controller which supports RAID:0,1,5,6,10,50,60, with 2GB Flash Backed Cache
<b>Hard Disk</b>	Hard disk: 3X600GB SAS 12G Enterprise 10 K SFF (2.5in) expandable upto 8 SFF, 4 standard fans (N+1 redundancy standard)
<b>Other features</b>	DVD-RW, 3 PCIe, 1Gigabit Ethernet 4Port, Dedicated Management 1 port(GUI Based), USB Ports:(USB3.0 - 1 front, 2 rear, 2 internal), 2x Hot Plug redundant Flexible Slot Power supplies, Supports Operating System (Windows, RHEL, SUSE Linux and VMware ESXi). 3 Years Warranty + 2 years AMC

2U Rack Server 2	
<b>Processor</b>	2 x Intel Xeon Gold 5218 (2.3GHz, 16C, 22MB, 125W),
<b>RAM</b>	4 x 32 GB DDR4 RDIMM scalable up to 768 GB using RDIMM or 3 TB using LRDIMM with 2 Processors
<b>Chipset</b>	Intel C621 Chipset, RAID: 12Gb/s SASv Raid controller which supports RAID:0,1,5,6,10,50,60, with 2GB Flash Backed Cache
<b>Hard Disk</b>	5X 600GB SAS 12G Enterprise 10 K SFF (2.5in) expandable upto 8 SFF, 4 standard fans (N+1 redundancy standard)
<b>Other features</b>	DVD-RW, 3 PCIe, 1Gigabit Ethernet 4Port, Dedicated Management 1 port (GUI Based), USB Ports:(USB3.0 - 1 front, 2 rear, 2 internal), 1* 16Gbps Dual Port FC HBA , 2x Hot Plug redundant Flexible Slot Power supplies, Supports Operating System (Windows, RHEL, SUSE Linux and VMware ESXi). 3 Years Warranty + 2 years AMC

SAN storage - Rack 2U	
<b>Controller</b>	Dual Active-Active Controller;
<b>Storage Capacity</b>	20 * 2.4TB SAS 10K and 2* 960 GB SSD
<b>Cache /Memory</b>	24GB across dual controller; Supported front end interface - FC, iSCSI
<b>Other features</b>	SAS; Front end interface ports - 8 Ports across controller; Back end interface ports - 2 x12 Gbps SAS ports across dual controllers; 1 Management Ethernet Port; Storage media - Support SAS: 600GB, 1.2TB, 1.8TB, 2.4TB. SSD: 960GB, 1.92TB, 3.84TB; Raid - RAID 0,1,5,6; Network Client Type Support - Windows , Linux; Power supply - Redundant Power supply Hot pluggable (230 VAC)â€” 2 Nos; Cables, Drivers connectors and accessories; 3 Years Warranty + 2 years AMC

Desktop Computers	
<b>Processor</b>	Intel Core i5-10400 Processor 2.9 GHz Base frequency, up to 4.3 GHz maximum turbo frequency with Intel Turbo Boost Technology 12 MB cache, 6 cores, and 12 threads Intel UHD Graphics 630 Supports DDR4 memory up to 2666 MT/s data rate
<b>Chipset</b>	Q470
<b>RAM</b>	8GB DDR4@2400MHz or higher upgradable upto 64GB or higher
<b>HDD</b>	1TB 7200 RPM SATA
<b>Monitor</b>	21.5 inch
<b>OS</b>	Pre-loaded Windows 10 Professional
<b>Other Features</b>	Front: 1 headphone/microphone combo; 2 SuperSpeed USB Type-A 10Gbps signalling rate; 2 USB Type-A 480Mbps signalling rate Rear: 1 audio-out; 1 power connector; 1 RJ-45; 1 HDMI 1.4; 3 SuperSpeed USB Type-A 5Gbps signalling rate; 1 DisplayPort™ 1.4; 2 USB Type-A 480Mbps signalling rate Keyboard: 104 Keys USB Keyboard Mouse: 2 Button USB optical Scroll Mouse, 3 Years Warranty + 2 years AMC

GPS Appliance	
<b>GNSS Module</b>	GPS / GLONASS.
<b>Accuracy</b>	~10 Meters
<b>GSM Module</b>	Quad Band GSM 850/900/1800/1900Mhz
<b>Antenna</b>	Internal Antenna
<b>Internal storage</b>	4 MB or above, should be able to store at least 5000 Tracking Records.
<b>Power Supply</b>	DC, 9V - 32V
<b>Internal Battery</b>	500mAh, up to 4 Hours backup.
<b>Ports</b>	1 Analog Input, 2 Digital Input, 1 Digital output
<b>Other features</b>	<ul style="list-style-type: none"> <li>• IP65 rated casing with appropriate LED indicators.</li> <li>• Should be able to update the firmware over Internet.</li> </ul> ARAI/iCAT certification is required. 3 Years Warranty + 2 years AMC

PTZ Camera	
<b>Optical Resolution</b>	2 Megapixel (1080p) or higher
<b>Standard</b>	ONVIF Conformance
<b>Memory</b>	24 Hours Recording to Micro SD card
<b>Connection Type</b>	Wi-Fi / 4G / MDVR with 4G
<b>PAN</b>	300 Degrees or higher
<b>Tilt</b>	120 Degrees or higher
<b>Horizontal Field of View</b>	90 Degrees or higher

<b>Vertical Field of View</b>	50 Degrees or higher
<b>Video Compression</b>	H.264 / H.265 / MPEG
<b>Audio Support</b>	Yes
<b>Night Vision</b>	Yes
<b>Power Supply</b>	DC, 12V - 32V
<b>Other features</b>	<ul style="list-style-type: none"> <li>• IP66 rated casing (Water &amp; dust proof).</li> <li>• Should be able to update the firmware over Internet.</li> <li>• BIS/FCC/RoHS certification is preferred.</li> </ul> 3 Years Warranty + 2 years AMC

<b>Television</b>	
<b>Type</b>	LED
<b>Screen Resolution</b>	1080i or 1080p
<b>Size</b>	42 inches
<b>Refresh Rate</b>	60 hz.
<b>Aspect Ratio</b>	
<b>Other features</b>	HDMI and Other Connection Ports. HDR Compatibility. Ability to Switch Between Smart and 'Dumb' Mode. 3 Years Warranty + 2 years AMC (or) 1 Year Warranty + 4 years AMC

## 13. Functional Requirement

The Application Software provided should have the following functionality:

### a. Vehicle Tracking System:

- i. The vendor should fix the GPS devices & Tracking System in 100 vehicles
- ii. The Successful bidder should provide a web portal with dashboard to monitor the vehicles fixed with GPS as detailed below
- iii. The vendor should create a control room and install display devices and monitor the vehicles at a centralized Control Centre in Greams Road Commercial Taxes building
- iv. Supply/Provision of a web-based software to monitor/ track/manage the fleet of vehicles by displaying the location and distance travelled for each vehicle on geo locating maps, on a real time basis.
- v. The web-based software while displaying the location of vehicles should indicate the following for vehicle tracking
  1. RED for GPS Switch off indication
  2. ORANGE for Stationary Vehicles
  3. GREEN for moving vehicles
- vi. The web-based software should provide real-time tracking information for the vehicles where a tracking System is installed.
- vii. Supply / Provision of a mobile app for the officials to monitor / track / manage the fleet of vehicles by displaying the real time location and distance travelled for each vehicle on geo locating maps, on a real time basis.
- viii. The System installed on the vehicle should update the centralized server with its current position (latitude and longitude) and the web-based software should display the locational information for each vehicle, on real-time basis, where the tracking System is installed.
- ix. Web-based software should support role-based access for the users, data must be filtered based on the jurisdiction the user is associated with.
- x. The web-based software should be real time application and accessible from anyplace using an Internet connection.
- xi. The tracking System installed on the vehicle should be portable and easy to set-up with a minimum training.
- xii. The bidder shall provide adequate training to Department officials on the usage of vehicle tracking System and management.

- xiii. The web-based software should provide the status of each vehicle via the tracking System and should indicate the System's activity via a colour code (RED for Switch off indication, ORANGE for Stationary Vehicles and GREEN for moving vehicles) or any other similar forms of visual depiction.
- xiv. Each vehicle should be identified by a predefined code with the name of the jurisdiction, web-based software should provide a search function based on this pre-defined code.
- xv. The web-based software should automatically refresh the tracking information at regular intervals.
- xvi. The web-based software should have name and contact details of the officials who are assigned to the vehicle on all shifts and system must have option to send notification to the officials as and when required
- xvii. Web-based software should have option to play back, fast forward the vehicle movement for any date & time period of any vehicle from the date of installation till the date of removal
- xviii. The web-based software must have the option to load the divisional boundaries. The boundaries must be made available as an additional layer on the map being used.
- xix. Any vehicle travelling outside its jurisdiction must be flagged and notified.
- xx. System must have option to provide the SMS, email and push notifications.
- xxi. System must notify the official on the following circumstances and should also be able to provide any such notifications if required.
  - 1. Vehicles is stationary for more than given time
  - 2. When the vehicles travel outside its jurisdiction
  - 3. When the group vehicles spotted in a close proximity for a specified duration.
- xxii. The overall scope of Vehicle Tracking and Management System solution shall include supply, Installation, Testing, Commissioning, Operation, Training, Support and Maintenance during the entire contract period.
- xxiii. The successful bidder shall design, build, configure, test, implement, commission, operate, manage and maintain the hardware and software involved in provisioning the vehicle tracking and management system.
- xxiv. All types of Server Hardware, Software with license, Database, Data Storage, Connectivity, Networking Equipment, Antivirus and Intrusion Software etc required for centralized monitoring of the tracking solution and connectivity of the System with the centralized server shall be provided by the bidder
- xxv. Supply and Provision of 42" LED screens at the location provided by the Department to

monitor the vehicles being tracked.

xxvi. The department will provide the internet provision for the control room.

xxvii. The web-based software should provide a Dashboard with summary of vehicles for each status, etc.,

xxviii. The bidder has to provide the suitable GSM based internet connectivity with redundancy in GPS devices

**b. Video streaming system:**

The Successful bidder has to undertake the live web streaming (both audio & video) from the roving squad vehicles through necessary suitable, proven web-based web streaming software along with the supply of other related items as per the detailed Scope of Work given below: -

1. Supply, installation, commissioning and implementation of the web-based audio & video streaming software in the server set up in the SDC
2. Supply and installation of 10 LED TVs as per the specifications
3. Supply and installation of PTZ cameras in 100 vehicles.
4. The Video Streaming solution should be able to display multiple streams happening at the same time, from various vehicles for viewing from the Office.
5. Training manual and training schedules for the officials on the operation of the web streaming software.
6. The bidder shall deploy suitably secured proven web-based software, that the ability to record both audio and video. The Key features of the software shall be:
  - a) Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
  - b) Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
  - c) The camera should be mounted and fixed in the roving squad vehicles.
  - d) The camera should be so placed to cover the maximum possible area. The light and glare should be minimum and should be visible clearly in camera view.
  - e) Both audio and video should have the running time stamp.
  - f) The recording should not require any specialized software for viewing and should be done using the standard browsers which include the latest and up to 4 previous versions of the following-Google Chrome, Internet Explorer, Mozilla Fire Fox and Apple Safari.
  - g) The software shall provide for secure data streaming over the internet, with viewing access only to the designated officials

- h) The data streaming shall not be open for viewing by the public over the internet.
- 7. The software shall include options for
  - a) Connectivity status of all the cameras whether the stream in online/offline.
  - b) Option for auto rotation of videos
- 8. The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
- 9. Software provided shall be able to perform query of the video and content of the storage. The software shall be able to burn CD and disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.
- 10. The Video Streaming solution should be such that it supports rewind and playback option.
- 11. The software shall list all vehicles with respective webcast after collecting and updating the details an application software design.
- 12. The bidder has to provide the suitable GSM based internet connectivity with redundancy in cameras.

**c. Other features:**

**Master Data Management**

Master data is nothing but the core and supplementary data for any application. User interfaces should be designed to manage all the master data.

**User Management & Administration**

User management and administration is a one of core module for the application which enables the authentication and authorization of the users. The module enables the security of the application and prevent from the unauthorized accesses. A wizard/user interfaces should be developed to manage users, roles and setting access controls. The major components are as follows: -

**User Management**

- a. User creation for all the stakeholders.
- b. Users can be classified into department users and other stakeholders.
- c. The State Nodal officer will act as a super user
- d. One user might be assigned to one or many roles.
- e. The role assignment for the users depends on the Organization Hierarchy

**Role Management**

- a. Roles are considered as access privileges which are mapped with the users.
- b. Role can be assigned to one or many access permissions.
- c. The necessary roles can be identified, created & managed

## **Access Control**

- a. Grant or Revoke permissions to perform set of actions in the system.
- b. A single access control can be assigned to multiple Roles.

## **Configuration**

- a) Configuration system supports to systematically manage, organize and control the reusable elements and values like
  1. Service Levels for each service and its processes
  2. Escalation matrix, if any
  3. Workflow management, if applies
  4. Application, System, SLA's and Global variable
  5. Dynamic parameters for reports like label and their values
  6. Values for Alert & Notifications

### **d. Dashboard & MIS Reports**

- a) Dashboard is a unique landing page for every user. Dashboard items and its contents will be displayed based on the respective user's roles and access permissions. It can be customized by the individual users. The dashboard should include the following:-

1. Reminders, Pendency, Things to do – Alerts & notifications
2. Display Current & Past Transaction History
3. Download Deliverables (if valid and exists)
4. Display Status & Tracker

- b) Management Information System, MIS can be broadly classified in to

1. State Level Users
2. Divisional Level Users
3. Zonal Level Users and

- c) The classification is based on the respective user profile and role(s) assigned to him/her. This will help the stakeholders to view integrated reports of the activities across the State and Regions. The facility will be more effective for the respective officers and back office users to compare, monitor and control their activities at various Districts and Regional. The reports should be generated for all independent modules discussed earlier.

- d) The MIS components should have the following features: -

1. Common Search & Filter
2. Organizational, Transactional, Geographical, Periodical & Masters



## 14. Supply, Installation and Commissioning

The ordered items shall be delivered, installed and commissioned within six weeks from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted.

The department is solely responsible for the site preparation, if any, before the scheduled installation dates. After successful Installation, commissioning and completion of the delivery to the Department location, the Bidder must obtain signed Delivery Challan in the specified format.

The Successful Bidder shall be liable and /or responsible for the compliance of all Statutory Provisions in respect of this Contractual obligations.

## 15. Change Request

- a) All change requests that may be required for any reason by the Department shall be made in accordance with the procedures to be established by the Department in this regard. The Bidder shall ensure nil downtime of software, prompt execution of customization and enhancement requirements, version control mechanism and also to develop smooth upgrades and version changes, ongoing training and feedback mechanism.
- b) Change requests shall be considered only up to 25% of the contract value for any increase in scope of work. For finalizing the cost implications of the change requests, rates specified in the price discovery of the price bid format will be considered.

## 16. Service Levels and Penalties

- a) The purpose of this Service Level Agreement (SLAs) is to define the level of service to be provided by the selected System Integrator to CTD for the duration of this contract. The System Integrator must comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services. Non-compliance of SLAs will lead to penalties as defined in sub sequent section and the SLAs would remain valid for the entire duration of the contract
- b) Service provider must ensure the availability of the applications, accepted availability terms are discussed in the subsequent points, lapse in such availability would lead to penalties.
- c) Availability of Applications including:
- Vehicle Tracking Software
  - GPS Devices
  - Video Streaming Software

Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time – maintenance downtime)}

- Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to the System Integrator) for Business processing to the end user. Each parameter will be measured separately for penalty.
- Any downtime for maintenance shall be with prior written intimation to the CTD.

Target	Penalty on quarterly billing
Minimum 99% up time measured on quarterly basis	0
>= 95.0% to <99.0 % up time measured on quarterly basis	2% of the total O&M payment
<95.0% time measured on quarterly basis	4% of the total O&M payment

In case of GPS/Camera hardware failures, System Integrator must fix / replace the faulty component and the SLA to replace the components as follows:

SLA Target	Penalty Per Day
Within 24 business hours of logging complaint	0
> 1 to <= 2 calendar days of logging complaint	Rs. 250/- per day for each component
More than 2 calendar days of logging complaint	Rs. 500/- per day for each component

- d) Penalties shall not be levied on the System Integrator in the following cases:
- i. Non- compliance of SLAs has been solely due to reasons (acceptable to CTD) beyond the

control of the System Integrator

and

- ii. There's a Force Majeure event affecting the SLA which is beyond the control of the System Integrator
- iii. If the interruption is due to the connectivity and power problem of the control room.
- iv. Down time for which prior approval of CTD are taken in writing for preventive maintenance, etc.,
- v. Unavailability of live tracking or live steaming due to the network unavailability in the area where the CTD vehicle is placed for surveillance. But the offline data must be made available in the server for later use.

## 17. Payment Terms

a) No advance payment will be paid. Stage-wise payment will be released based on the milestone deliverables completed.

b) The payment will be released in stages on achieving the following milestones.

Sl. No	Milestone	% of Total Fee	Basis
	<b>Total project cost</b>		
1	a) Work Breakdown Structure b) Completion of SRS Sign Off	5%	SRS Sign Off
2	Supply and Installation of the Hardware including servers, desktop devices, GPS, camera, etc.,	30%	Submission of Installation certificates
3	a) Integration Test Report along with Screen shots b) Completion of UAT c) Traceability Matrix and d) Security Audit clearance	15%	Sign off of each item
4	Training	5%	On completion
5	Go-Live	10%	Sign off
6	On completion of Free warranty period of 12 months	10%	On successful completion
7	O&M for a period of 5 years	20%	1 % Payment will be released every quarter
8	After Exit Management	5%	Successful completion of exit management clause
	<b>Total cost</b>	<b>100%</b>	

c) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills.

- d) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- e) The Taxes as applicable during the contract period as specified in the Tender will be paid by the department. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to the department.
- f) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. Commercial Taxes Department will not be responsible or liable for default on payment of axes to the statutory authorities.

## 18. Project Milestone

Sl. No	Milestone	Milestone
1	Work Order	T
2	a) Work Breakdown Structure b) Completion of SRS Sign Off	T + 30 days
3	Supply and Installation of the Hardware including servers, desktop devices, GPS, camera, etc.,	T + 60 days
4	a) Integration Test Report along with Screen shots b) Completion of UAT c) Traceability Matrix and d) Security Audit clearance	T + 100 days
5	Completion of Training	T + 105 days
6	Go-Live	T + 120
7	Free warranty period	12 months after Go-Live
8	Operation & Maintenance Period	4 years after completion of warranty
9	Exit Management	3 months, after completion of O & M Period

## 19. Exit Clause

At the time of expiry of contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 4 weeks. The successful bidder at the time of exit process shall handover the following.

- i. All information relating to the work rendered
- ii. The developed web portal/ software applications (including source code, User manual, software builds and release configuration files and associated scripts, design & API documents) must be

handed over to CTD (preferably in a portable drive).

- iii. Project data and confidential information
- iv. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to CTD or any other agency identified to carryout due diligence in order to transition the provision of services to CTD or any other agency identified.
- v. All properties provided by CTD shall be returned.
- vi. Before the date of exit, the successful bidder shall deliver to CTD all new and updated deliverables and shall not retain any copy thereof.

## **20. Price Bid Evaluation**

- 1) The Grand total amount will be evaluated to arrive at the Lowest Price (L1 Price)
- 2) The optional items will not be considered for Price bid evaluation purposes.
- 3) The Bidder shall submit the offer by filling up all the columns against each item.
- 4) Bids with blank columns are liable for rejection.
- 5) Bidders should quote for all the items in the Package.

## 21. Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder  
**(SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).**)

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at Chennai between The Commissioner of Commercial Taxes, Commercial Taxes Department, Secretariat, Chennai-600 009, being the service recipient hereinafter referred to as the Department, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. \_\_\_\_\_ hereinafter referred to as the 'Successful Bidder' (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas Commercial Taxes Department invited a "Tender for Create & maintain the Control Room, supply and installation of GPS, cameras and provide related software" vide Tender \_\_\_\_\_ for *and* real time transmission of the same, the Successful Bidder herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas the Commercial Taxes Department and the Successful Bidder, in pursuance thereof have arrived at the following terms and conditions:

1) This Contract shall remain in force during the Contract period of 67 months from the date of signing the contract. The Department may terminate this contract at the risk and cost of the Successful Bidder, where Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy that breach on 5 days of written notice from the Department. Termination of this contract by the Department will not relieve the Successful Bidder of his liability as agreed.

The Successful Bidder agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Successful Bidder and the Department. This cost is firm and not subject to enhancement.

2) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of Commercial Taxes Department.

3) **Force Majeure:** Neither Commercial Taxes Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.

- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

5) The Tender documents in relation to this Tender issued shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalised Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

#### **6) Payment Terms:**

6.1 The following are the conditions precedent for release of any payment by the department:

- a. Signing of the Contract
- b. Signing of the Non-Disclosure Agreement (**Appendix-4**) by all the persons involved in the assignment
- c. Submission of an irrevocable Bank Guarantee of the security deposit amount in the format (**Appendix-2**) specified to the Client.

6.2 No advance Payment will be made.

6.3 100% of the total cost will be paid by the Client after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the end user. Bills will be honoured within one month after submission along with all supporting documents in complete shape.

6.4 Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

#### **10.Termination of Contract**

##### **10.1 Termination for default**

- a) Commercial Taxes Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part,
  - (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Commercial Taxes Department (or)
  - (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract(or)
  - (iii) if the Successful Bidder, in the judgement of Commercial Taxes Department, has engaged in

fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of terminating the Contract in whole or in part, Commercial Taxes Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to the Commercial Taxes Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

### **10.2 Termination for Insolvency**

Commercial Taxes Department may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Commercial Taxes Department.

### **10.3 Termination for Convenience**

Commercial Taxes Department may by written notice, with a notice period of 7 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify, that termination is for Commercial Taxes Department's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensations whatsoever.

11. Any notice to the Successful Bidders shall be deemed to be sufficiently Served, if given or left in writing at their usual or last known place of abode or business.

12. Commercial Taxes Department reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non- performance of the Successful Bidder.

### **13. Arbitration Clause: -**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Commissioner of Commercial Taxes, Commercial Taxes Department.



If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Commissioner of Commercial Taxes, Commercial Taxes Department. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

14. Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

**For and on behalf of  
Successful Bidder**

**For and on behalf of  
Commercial Taxes Department**

**1) Witness**

**2) Witness**

## 22. Appendix-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To

The Additional Chief Secretary / Commissioner of Commercial Taxes  
Commercial Taxes Department  
Ezhilagam, Chepauk  
Chennai-600005.

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by ..... (Bankers Name & Address) having our Head Office at .....(address) (hereinafter referred to as "the Bank") in favour of The Commissioner of Commercial Taxes, Tamil Nadu (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as per the request of M/s. \_\_\_\_\_ having its office address at \_\_\_\_\_ (hereinafter referred to as "Service Provider") against Letter of Acceptance reference \_\_\_\_\_ dated \_\_/\_\_/\_\_ of The Commissioner of Commercial Taxes, Tamil Nadu. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) and the guarantee shall remain in full force up to \_\_\_ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before \_\_\_ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Service Provider.

This Guarantee is valid until \_\_ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). This Bank Guarantee shall be valid up to \_\_ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this ..... at \_\_\_\_\_.

Witness:

(Signature)

(Name in Block Letters)



## 24. Appendix-4 Non-Disclosure Agreement

To

The Additional Chief Secretary / Commissioner of Commercial Taxes  
Commercial Taxes Department  
Ezhilagam, Chepauk  
Chennai-600005

Sir,

Sub: Non –Disclosure agreement.

**Format will be provided by Commercial Taxes Department later when required**

Due to security reasons, the successful bidder is required, not to disclose that they are Bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. They will also be required to sign a Non-Disclosure Agreement with the department and there may be civil and criminal penalties in case of breach of the agreement.

## A1.1 Check-list for Enclosures

S. No	Documents to be Submitted	Fill (Yes or No)
1	Filled Tender Technical Bid form and Price Bid Form	
2	Payment of EMD Amount	
3	Two part Bid submission	
4	Letter of Authorisation /Power of Attorney for signing the Tender document	
5	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day and Counting Day	
	<b>Pre-qualification criteria</b>	
6	Certificate of Incorporation	
	Copy of Purchase/Work orders received on or after 01.04.2018 and Completion Certificate received from the Customers	
7	Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2018-19,2019-20, 2020-21) as a Proof for turnover	
8	Copies of Networth Certificate for the period of last two years (2019-20 & 2020-21)	
9	The bidder should have successfully Implemented, at least one GPS tracking software (design, development, implementation) for Government / PSU / Private Agencies during last 3 years as on date of submission of bids and the value of the project should be at least Rs.15 Lakhs and the project should be live as on date.	
10	Bidder should have executed work orders, for installation of GPS in atleast 200 vehicles across the Tamil Nadu for Government/ PSU during last 3 years as on date of submission of bids. previous three financial years (2018-19, 2019-20 & 2020-21).	
11	Copy of the valid Certificate with respect to ISO 9001:2008 or higher.	
12	If the Bidder not having an Office in Chennai, copy of the necessary Undertaking letter to open the Office in Chennai within 10 days.	
13	Copy of the Letter of Undertaking as indicated in the tender document	
14	Technical Specifications Compliance Statement	

## A 1.2 Profile of the Bidder

		Bidder
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered Office Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Contact person Telephone Number	
	Email Address	
5.	Name of Local Presence at Chennai	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Telephone Number	
	Email Address	
6.	Registration Details	
	Permanent Account Number	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
7.	Banker's Name, Address and Account Number	
8.	ESI Registration No. and ESI Remittance details for last 3 years	
9.	PF Registration No. and PF Remittance details for last 3 years.	

### **Important Note:**

Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection.

## Declaration:

I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days stipulated in the Tender or such other period prescribed by Commercial Taxes Department from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

The EMD amount shall not bear any interest and shall be liable to be forfeited to Commercial Taxes Department should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by Commercial Taxes Department and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

## 26. BOQ

The BoQ will be filled by the bidder in the respective file to be downloaded from the website and upload the BoQ file after filling the respective columns.

-oOo-