

Ref Number: CSML/ICT/ICSS/RFP/003

Date: 03/02/2020

**Cochin Smart Mission Limited**



**Smart City**  
MISSION TRANSFORM-NATION

## **Request for Proposals**

**For**

**Selection of System Integrator for Safe and Secure  
Kochi- Intelligent City Surveillance System**

**in Kochi**

**Under**

**Smart City Mission**

**Chief Executive Officer**  
**COCHIN SMART MISSION LIMITED (CSML)**  
9<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi -  
682 011, India. **PHONE: 0484-2350355**  
**E-MAIL: csmltenders@gmail.com**

**NOTICE INVITING TENDER (NIT)**

Cochin Smart Mission Limited  
9th Floor, Revenue Tower, Park Avenue,  
Kochi - 682 011, India.  
Phone: 0484-2350355, 2380980  
E-mail: csmltenders@gmail.com

No. CSML/ICT/ICSS/RFP/003

Date: 03/02/2020

Cochin Smart Mission Limited (CSML) invites online bids from eligible bidders through website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) - under organization name - "Kochi Metro Rail Ltd." for **"Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi"**, the detail of same can also be had from [www.csml.co.in](http://www.csml.co.in), [www.kochimetro.org](http://www.kochimetro.org).

The details are as under.

Sl. No.	Event's Name	Information
1.	Organization	Cochin Smart Mission Limited (CSML)
2.	Project	Smart City Projects under Smart City Mission
3.	NIT No.	CSML/ICT/ICSS/RFP/003
4.	Name of Work	RFP for Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi
5.	Project duration	6 months (Establishing & Commissioning ICSS) + O & M of 3 years after commissioning
6.	Form of Contract and Class of Contract	Open Tender Two Cover bidding (E- Tender) National Competitive Bidding
7.	Type of Quotation	Item rate - BOQ based contract
8.	Tender document Fee	Rs.50,000 + applicable GST @ 18% = Rs 59,000 (Rupees Fifty Nine Thousand Only) through Online e-Tendering Payment Gateway ( <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> ) <b>only</b> .
9.	Earnest Money Deposit (EMD)	Rs. 40,00,000 (Rupees Forty Lakh Only) in the form of Bank guarantee issued by a scheduled commercial bank in India.
10.	Bid Document Downloading Start Date	04 <sup>th</sup> February 2020
11.	Last date for sending pre-bid queries	10 <sup>th</sup> February 2020 till 17:00 hrs. at <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> <b>OR</b> <a href="mailto:csmltenders@gmail.com">csmltenders@gmail.com</a>

Sl. No.	Event's Name	Information
12.	Date, Time & Place of Pre-bid Meeting	18 <sup>th</sup> February 2020 at 15:00 hrs. Venue: Kochi Cochin Smart Mission Limited, 9th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.
13.	Last date for Online Purchase of Tender Document	02 <sup>nd</sup> March 2020, till 17:30 hrs.
14.	Last date of Online Submission of Bids	02 <sup>nd</sup> March 2020, till 17:30 hrs.
15.	Last date of submission of original EMD and Power of Attorney (Hard copy)	04 <sup>th</sup> March 2020, before 14:00 hrs.
16.	Date & Time for Opening of Bids	04 <sup>th</sup> March 2020, at 15:00 hrs.
17.	Bid Validity	180 days
18.	Officer Inviting Bids	Chief Executive Officer, CSML
19.	Bid Clarification and Queries Addressed to	<a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> OR General Manager Email: <a href="mailto:csmltenders@gmail.com">csmltenders@gmail.com</a>
20.	Method of Selection	The method of selection is Quality and Cost Based Selection Method (QCBS). The weights given to Technical and Financial proposals are: Technical = 70% and Financial = 30% The Contract will be awarded to the bidder evaluated with the highest overall score (combined Technical and Financial).

-sd-

**Chief Executive Officer  
Cochin Smart Mission Limited**

### e-Tender Submission Guidelines

1. The Bid should be submitted online at website <http://etenders.kerala.gov.in> by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
2. Partially completed/incomplete bids shall not be considered.

3. All communication shall be done online through website <http://etenders.kerala.gov.in> OR [csmltenders@gmail.com](mailto:csmltenders@gmail.com)
4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>.
5. M/s Cochin Smart Mission Limited (CSML) shall not be responsible for any delays what so ever in receiving as well as submitting offers, including connectivity issues. M/s. Cochin Smart Mission Limited (CSML) shall not be responsible for any other delays in submitting any documents wherever applicable.
6. M/s. Cochin Smart Mission Limited (CSML) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
7. **Two cover system**  

If two bid systems is insisted, Bidders are required to submit offer in Two covers, namely

"Power of Attorney / Prequalification / Technical "-- **Cover - I**

And

"Financial" ---**Cover -II**
8. **Cover -I (Fee / EMD / PQR / Technical)**
  - a) Tender Fee - To be paid online at <http://etenders.kerala.gov.in> only.
  - b) EMD – To be paid in the form of Bank guarantee issued by a scheduled commercial bank in India in the format prescribed in RFP. The scanned copy of Bank Guarantee (EMD) to be uploaded in the E-tender website. Original EMD to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 9th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions, mentioned in RFP.
  - c) Power of Attorney (PoA) to be scanned and uploaded in the e-tender website. Original PoA to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 9th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions, mentioned in RFP.
  - d) Bidders are requested to upload the scanned copies of the following details along with documents indicated in RFP "online".
    - i) The scanned copy of the NIT duly signed and stamped in all pages.
9. All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC, and Financial Bid Cover II (Price Bid)

Bidders are requested to quote rates in the Finance cover (BOQ) only.

Price bid to be uploaded only in e-tender website: <http://etenders.kerala.gov.in>

PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ

10. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering. Provisions for uploading cannot be left blank.
11. Please note that queries related to enquiry specifications, terms & conditions etc., can be had from General Manager Email: [csmltenders@gmail.com](mailto:csmltenders@gmail.com) before the clarification end date/time specified in the NIT.
12. Tender opening will be done online at the time and dates specified in NIT / RFP.
13. The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
14. M/s. Cochin Smart Mission Limited (CSML) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason M/s Cochin Smart Mission Limited (CSML) reserves right to accept any or more offers in part. Decision of M/s. Cochin Smart Mission Limited (CSML) in this regard shall be final and binding on the bidder.
15. M/s. Cochin Smart Mission Limited (CSML) reserves the right to cancel any tender process at any stage without assigning any reason.
16. Corrigendum / addendum, which form part of the tender document, shall be published in the company website and e-tender website (<http://etenders.kerala.gov.in>) only and bidders are advised to check the websites regularly for the updates related to the tender before submitting the offer.

## Disclaimer

- I. The information contained in this Request for Proposal Document ("RFP Document") or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of Cochin Smart Mission Limited ("CSML") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- II. This RFP Document is neither an agreement nor an offer and is only an invitation by CSML to the entities that are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid.
- III. The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.
- IV. This RFP Document may not be appropriate for all persons, and it is not possible for the CSML, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- V. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
- VI. The CSML, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
- VII. No reimbursement of cost of any type whatsoever paid to persons, or entities, expressing interest in the work.
- VIII. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by CSML or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CSML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.
- IX. CSML may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
- X. CSML reserves the right not to proceed with the work, to alter the time table reflected in this document or to change the process of procedures to be applied for selection of Service Provider.

XI. The issue of this RFP does not imply that CSML is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and CSML reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

### Definitions/Acronyms

SL. NO.	Term/Acronyms	Description
1	<b>AAA</b>	Authentication, authorization, and accounting
2	<b>AFCS</b>	Automatic Fare collection Software
3	<b>ANPR</b>	Automated Number Plate Recognition
4	<b>AP</b>	Access Point
5	<b>AVLS</b>	Automated Vehicle Locator System
5	<b>Bid</b>	Offer by the Bidder to fulfil the requirement of the Authority for an agreed price. It shall be a comprehensive technical and commercial agreed price. It shall be a comprehensive technical and commercial response to the RFP
6	<b>BOM</b>	Bill of Material
7	<b>BOQ</b>	Bill of Quantity
8	<b>CA</b>	Chartered Accountant
9	<b>CAPEX</b>	Capital Expenditure
10	<b>CB</b>	Capacity Building
11	<b>CCA</b>	Controller of Certifying Authorities
12	<b>CCC</b>	Command and Control Centre
13	<b>CCCC</b>	Command Control and Communication Centre
14	<b>CCTV</b>	Closed Circuit Television
15	<b>Consortium</b>	A consortium consists of multiple members (not more than Three parties - Lead Bidder + 2 Consortium members) entering into a Consortium Agreement for a common objective of satisfying the Authority requirements & represented by lead member of the consortium, designated as a "Lead Bidder".
16	<b>COP</b>	Common Operating Platform
17	<b>COTS</b>	Commercial Off the Shelf
18	<b>CSML</b>	Cochin Smart Mission Limited
19	<b>CV</b>	Curriculum Vitae
20	<b>DBA</b>	Database Administrator
21	<b>DC</b>	Data Centre
22	<b>DCP</b>	Deputy Commissioner of Police



SL. NO.	Term/Acronyms	Description
23	<b>Deliverables</b>	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.
24	<b>DIT</b>	Directorate of Information Technology
25	<b>DNS</b>	Domain Name Server
26	<b>DR</b>	Disaster Recovery
27	<b>DRC</b>	Disaster Recovery Centre
28	<b>DRM</b>	Disaster Recovery Management
29	<b>DSC</b>	Digital Signature Certificate
30	<b>Effective Date</b>	The date on which the Contract Agreement for this RFP comes into effect
31	<b>EMD</b>	Earnest Money Deposit
32	<b>EMS</b>	Enterprise Management System
33	<b>ERP</b>	Enterprise Resource Planning
34	<b>ETA</b>	Estimated Time of Arrival
35	<b>ETD</b>	Estimated Time of Departure
36	<b>ETM</b>	Electronic Ticketing Machine
37	<b>e-Procurement portal</b>	Means the electronic tendering system of the Government of kerala ie. ( <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> )
38	<b>FRS</b>	Functional Requirement Specifications
39	<b>GI Pipes</b>	Galvanized iron Pipes
40	<b>GIS</b>	Geographical Information System
41	<b>GoK / GOK</b>	Government of Kerala
42	<b>GPRS</b>	General Packet Radio Service
43	<b>GPS</b>	Global Positioning System
44	<b>GSM</b>	Global Systems for Mobile Communications
45	<b>GST</b>	Goods and Service Tax

SL. NO.	Term/Acronyms	Description
46	<b>GUI</b>	Graphical User Interface
47	<b>HD</b>	High Definition
48	<b>HDPE</b>	High-Density Polyethylene
49	<b>HO</b>	Head Office
50	<b>IBMS</b>	Integrated Building Management System
51	<b>ICCC</b>	Integrated Command & Control Centre
52	<b>ICT</b>	Information and Communication Technology
53	<b>IDS</b>	Intrusion Detection System
54	<b>IEC</b>	Information, Education and Communication
55	<b>INR</b>	Indian Rupee
56	<b>IOE</b>	Internet of Everything
57	<b>IP</b>	Internet Protocol
58	<b>IPS</b>	Intrusion Prevention System
59	<b>IR</b>	Infra-Red
60	<b>IRC</b>	Indian Road Congress
61	<b>ISP</b>	Internet Service Provider
62	<b>ISO</b>	International Organization for Standardization
63	<b>ITIL</b>	Information Technology Infrastructure Library
64	<b>ITMS</b>	Intelligent / Integrated Traffic Management System
65	<b>KMC</b>	Kochi Municipal Corporation
66	<b>KPI</b>	Key Performance Indicator
67	<b>KVM</b>	Keyboard, Video display unit and Mouse unit
68	<b>LAN</b>	Local Area Network
69	<b>LED</b>	Light Emitting Diode
70	<b>LOI/LOA</b>	Letter of Intent/Letter of Award
71	<b>MCR</b>	Modern Control Room
72	<b>MIS</b>	Management Information System
73	<b>MoU</b>	Memorandum of Understanding
74	<b>MPLS</b>	Multi-Protocol Label Switching

SL. NO.	Term/Acronyms	Description
75	<b>SI</b>	Systems Integrator
76	<b>MSME</b>	Micro, Small and Medium Enterprises
77	<b>MTBF</b>	Mean Time Between Failures
78	<b>MTTR</b>	Mean Time to Repair
79	<b>MUX</b>	Multiplexer
80	<b>NDA</b>	Non-Disclosure Agreement
81	<b>NFC</b>	Near Field Communication
82	<b>NIC</b>	National Informatics Centre
83	<b>NOC</b>	Network Operations Centre
84	<b>Non-Compliance</b>	means failure/refusal to comply the terms and conditions of the tender
85	<b>Non-responsive</b>	means failure to furnish complete information in a given format and manner required as per the RFP / tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this RFP / tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD
86	<b>NSP</b>	Network Service Provider
87	<b>OEM</b>	Original Equipment Manufacturer
88	<b>OFC</b>	Optical Fibre Cable
89	<b>OGC</b>	Open Geospatial Consortium
90	<b>O&amp;M</b>	Operation and Maintenance
91	<b>OPEX</b>	Operating Expenditure
92	<b>OS</b>	Operating Systems
93	<b>OTP</b>	One Time Password
94	<b>PA System</b>	Public Address System
95	<b>PAN</b>	Permanent Account Number
96	<b>PDU's</b>	Power Distribution Units
97	<b>PIS</b>	Passenger Information System
98	<b>PKI</b>	Public Key Infrastructure
99	<b>PMO</b>	Project Management Office

SL. NO.	Term/Acronyms	Description
100	PoC	Proof of Concept / Pilot Demonstration
101	PoE	Power over Ethernet
102	PoP	Points of Presence
103	PTZ	Pan Tilt Zoom
104	QCBS	Quality and Cost Based Solution
105	QR Code	Quick Response Code
106	Required Consents	The consents, waivers, clearances and licenses to use Authority Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DIT, GoM their nominated agencies are required to make available to Bidder pursuant to this Agreement;
107	RLVD	Red Light Violation detection
108	RF	Radio Frequency
109	RFID	Radio Frequency Identification
110	RFP	Request for Proposal
111	RLVD	Red Light Violation Detection
112	RoW	Right of Way
113	RPO	Recovery Point Objective
114	RTO	Recovery Time Objective
115	SCADA	Supervisory control and data acquisition
116	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
117	SI	System Integrator
118	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
119	SMPS	Switched Mode Power Supply
120	SNMP	Simple Network Management Protocol
121	SOC	Service Operations Centre
122	SOP	Standard Operating Procedure
123	SOS	Save Our Souls. SOS is the international Morse code distress signal
124	Successful	The bidder who is qualified & successful in the bidding process and is

SL. NO.	Term/Acronyms	Description
	<b>Bidder</b>	awarded the work
<b>125</b>	<b>SSL</b>	Secured Socket Layer
<b>126</b>	<b>SWM</b>	Solid Waste Management
<b>127</b>	<b>TIA</b>	Tender Inviting Authority
<b>128</b>	<b>TPA</b>	Third Party Auditor
<b>129</b>	<b>TRAI</b>	Telecom Regulatory Authority of India
<b>130</b>	<b>TRS</b>	Technical Requirement Specifications
<b>131</b>	<b>UAT</b>	User Acceptance Testing
<b>132</b>	<b>UPS</b>	Uninterruptible Power Supply
<b>133</b>	<b>URL</b>	Uniform Resource Locator
<b>134</b>	<b>VA</b>	Video Analytics
<b>135</b>	<b>VMS</b>	Variable Message System
<b>136</b>	<b>VCA</b>	Video Content Analytics
<b>137</b>	<b>VLAN</b>	Virtual Local Area Network
<b>138</b>	<b>VMD</b>	Variable Message Display
<b>139</b>	<b>VMS</b>	Video Management Software/System
<b>140</b>	<b>WAN</b>	Wide Area Network

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# 1. Instructions to Bidders / Applicants

# **1. Instruction to Bidders/ Applicants**

## **1.1. General Information And Guidelines**

### **1.1.1. PURPOSE**

AUTHORITY seeks the services of a reputed company, for "**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**". This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2.0](#) of this RFP document. AUTHORITY for this project is **Cochin Smart Mission Limited (CSML)**.

Cochin Smart Mission Limited (CSML), is a Special Purpose Vehicle (SPV) set up to implement smart city projects under Smart City Mission (SCM).

The intending Bidders must read the terms and conditions carefully and should only submit his Bid if he considers himself eligible and he is in possession of all the documents required.

- (i). Applicants need to refer General Conditions of Contract (GCC) for 'definitions and abbreviations'.
- (ii). The applicant is required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder's own risk & responsibility.
- (iii). Applicants / Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>. Applicants need to register and download application from the website.
- (iv). Corrigendum / addendum, if any, issued to the RFP / bid document, which form part of the tender document, shall be published in the CSML website and e-tender website (<http://etenders.kerala.gov.in>) and bidders are advised to check the websites regularly for the updates related to the tender before submitting the offer. The authority assumes no responsibility what so ever in case of delay in bid submission by the bidders.
- (v). Bid and all other related documents are to be submitted in English. Supporting documents should be translated in English and submitted online.
- (vi). All costs for site visits, obtaining information/ data and preparation/ meetings, etc. in relation with Bid submission shall be borne by the applicants.
- (vii). All requisite documents as detailed in RFP are to be submitted by the bidder(s)/ applicant(s). Incompleteness of the documents as required may lead to the rejection of applicants bid.

- (viii). CSML reserves the right to verify all the credentials and inspect their executed works/ assignments etc. to satisfy themselves about their performance and capability to execute the assignment satisfactorily, if found any failure on submitted details, CSML holds the right to invoke performance security or Bid security wherever applicable.
- (ix). CSML reserves the right to not to choose any applicant, relinquish the Bid process or reissue Bid with or without modification as it chooses. CSML is not bound to furnish any explanation as to its decision to any of the participants.
- (x). Bid is to be submitted online in Two cover system consisting of Technical Proposal and Financial proposal as detailed in RFP

### General

- a)** While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b)** All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority based on this RFP.
- c)** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d)** Bids shall be received by the Authority on the e-Procurement portal <http://etenders.kerala.gov.in> before the time and date specified in the schedule of the tender notice. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e)** Telex, cable or facsimile offers will be rejected.

### 1.1.2. CONSORTIUM

- I. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.

#### a. Sole Bidder

The Sole Bidder must be a System Integrator company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other consortium bid under this RFP.

## b. Consortium of Firms

Bids can be submitted by a consortium of firms. A consortium should not consist of more than three parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium partner will need to be approved by Authority.

The Lead Bidder will be responsible for:

- i) The management of all Consortium Members who are part of the bid, and
  - ii) The Design, supply, delivery and installation of all products and services submitted in their bid and as part of the contract
- II. No Member at any given point of time may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of AUTHORITY.
- III. No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- IV. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
- a) Number of members in a consortium **shall not exceed 3 (Three)** including the Lead Member
  - b) The Members of the Consortium shall nominate one member as the Lead Member
  - c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
  - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
  - e) Any of member of the consortium including lead bidder cannot be a Consortium Member with another bidder in a separate bid
  - f) Internal arrangement between the Consortium Members is left to the bidders. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified



- g) The Members of the Consortium shall submit a declaration as set out in Annexure 1.5 inter alia consisting of the following:
- 1) Undertaking that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise
  - 2) Commit to the profit and loss sharing ratio of each member
  - 3) Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
  - 4) Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
  - 5) Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
- h) Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of AUTHORITY. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of CSML. In the event AUTHORITY does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
- i) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium. **The lead bidder should have maximum shareholding amongst all consortium / JV members. The qualification of only those consortium members would be evaluated who has minimum 26% of share-holding in the Consortium / JV.** Consortium agreement is to be submitted.

### **1.1.3. SUB-CONTRACTING**

Sub-Contracting is not allowed for this RFP

### **1.1.4. COMPLETENESS OF BID**

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this RFP may render the bid non-compliant and the Bid may be rejected. Bidders must:

- a) Include all documentation specified in this RFP, in the bid
- b) Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
- c) Comply with all requirements as set out within this RFP

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications, he shall, before the last date and time for Submission of Pre-Bid Queries, shall submit them to Authority in writing in order that such doubt may be removed or clarifications are provided.

### **1.1.5. PROPOSAL PREPARATION COSTS**

The bidder shall submit the bid at its cost and expense. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.

### **1.1.6. PRE-BID MEETING AND QUERIES**

- 1) AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The representatives, limited to 4, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

- 2) All Bidders shall e-mail their queries to [csmltenders@gmail.com](mailto:csmltenders@gmail.com) in the form and manner as prescribed in Annexure 5. The response to the queries will be published on e-Tendering Portal i.e. [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) No telephonic / queries will be entertained thereafter. This response of AUTHORITY shall become integral part of RFP document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses.
- 3) AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.
- 4) AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

#### **1.1.7. AMENDMENT OF RFP DOCUMENT**

All the Corrigendum / Addendum made in the document would be published on the e-Tendering Portal i.e. [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall be part of RFP.

The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

#### **1.1.8. SUPPLEMENTARY INFORMATION TO THE RFP**

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### **1.1.9. CSML'S RIGHT TO TERMINATE THE PROCESS**

AUTHORITY may terminate the RFP process at any time and without assigning any reason. In such scenario, authority will return the EMD of all bidders at the earliest. AUTHORITY reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

#### **1.1.10. SITE VISIT AND VERIFICATION OF INFORMATION**

- 1) The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 2) AUTHORITY will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives AUTHORITY adequate notice of not less than 5 (Five) days prior to such proposed visit.

- 3) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

## 1.2. KEY REQUIREMENTS OF THE BID

### 1.2.1. RFP DOCUMENT/TENDER FEE

RFP can be downloaded free of cost from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). RFP Document Fee/ Tender fee of Rs. 59,000 (Rupees Fifty Nine Thousand Only) shall be paid through online e-Tendering Payment Gateway only (<https://etenders.kerala.gov.in>) for submission of bid. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

### 1.2.2. EARNEST MONEY DEPOSIT (EMD)

1. In terms of this RFP, a Bidder is required to submit EMD of Rs.40,00,000 (Rupees Forty Lakh Only) in the form of Bank guarantee issued by a scheduled commercial bank in India (<https://etenders.kerala.gov.in>). Scanned copy of EMD should be submitted on e-procurement system and physical copy should be submitted to CSML before stipulated date and time. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.
2. The Unsuccessful Bidder's EMD will be returned on issue of, Letter of Acceptance (LOA) to the Successful bidder. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Annexure 8 of the RFP.
3. No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to all Bidders (including the successful bidders) without any accrued interest on it
4. The Bid submitted without EMD, mentioned above, will be summarily rejected
5. The EMD may be forfeited:
  - a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b) In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - d) If, during the bid process, any information is found false / fraudulent / mala-fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action as per applicable provisions.
  - e) If the bidder does not agree to correct arithmetic error.

6. The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.
7. With respect to guarantees issued in favour of CSML, Applicant/contactors/Bidder has to submit the copy of SFMS advice /Swift advice along with the original paper guarantees.
8. SFMS/Swift advice to be issued to our below account with Axis Bank and the paper guarantee will be operative only after receiving the SFMS/Swift advice at our Bank.

**Bank : Axis Bank Limited**

**Account name : COCHIN SMART MISSION LIMITED**

**Account Number : 918020079716734**

**IFSC Code : UTIB0000081**

**Branch : Kochi Branch**

**Swift Code : AXISINBB081**

### **1.2.3. BID VALIDITY PERIOD**

Bid shall remain valid for the time period mentioned in the NIT i.e. for **180** days.

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid – not to be deemed.

### **1.2.4. COMMERCIAL FINANCIAL BID FORMAT**

The Bidder must submit the Commercial / Financial Bid in the formats specified in **Annexure 3** of this RFP.

### **1.2.5. BID PRICE**

Commercial Bid / Financial proposal shall be as per the BOQ format detailed in **Annexure 3**. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between CSML and the Bidder.

Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

### **1.2.6. DEVIATIONS AND EXCLUSIONS**

Bids / Proposals shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP.

### **1.2.7. TOTAL RESPONSIBILITY**

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in **Annexure 1.8**

### **1.2.8. DISQUALIFICATION**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- b) The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c) Bid is received in incomplete form
- d) Bid is not accompanied by all the requisite documents
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f) Financial bid is enclosed with the same document as technical bid.
- g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
- i) If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified

### **1.2.9. KEY PERSONNEL**

CSML has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in **Clause 1.3.14**

#### **a) INITIAL COMPOSITION; FULL TIME OBLIGATION; CONTINUITY OF PERSONNEL**

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

In any such case, the CSML's prior written consent would be mandatory.

#### **b) REPLACEMENT**

In case any proposed resource resigns, then the Bidder has to inform CSML or the respective City nodal officer within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to CSML or City nodal officer.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide CSML with:

- a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by CSML; and
- b) An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If CSML objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The bidder needs to ensure at least 4 weeks of overlap period in such replacements. CSML will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

#### **c) HIGH ATTRITION**

If in the first 6 month period from the Contract Effective Date and in any rolling 12 months period during the Term of contract, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with CSML's prior written consent, Bidder shall:

- a) provide CSML with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and
- b) if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation,

benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

### 1.3. BID SUBMISSION INSTRUCTIONS

#### 1.3.1. BID SUBMISSION FORMAT

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

#### 1.3.2. BID SUBMISSION INSTRUCTIONS

1. Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
<b>Technical Proposal</b>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <a href="#">Annexure 1</a> and <a href="#">Annexure 2</a> of the RFP. Technical Proposal shall also include following:-</p> <p>Scanned copy of EMD and Power of Attorney</p> <p>The Pre-Qualification Proposal along with supporting documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <a href="#">Annexure 1</a> of the RFP.</p> <p>The Technical Proposal establishing fulfillment of Pre-Qualification eligibility I along with supporting documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <b>Annexures</b> of the RFP</p> <p>Technical Proposal including Pre-Qualification Proposal along with supporting documents should be submitted through online bid submission process via website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>. Hard copy of Original Bank guarantee (towards EMD) and Power of attorney shall be submitted in the Tender Box at CSML Office, 9th Floor, Revenue Towers, Park Avenue, Ernakulam – 682011 before the due date and time as per NIT / latest Corrigendum if any.</p>



Particulars	Instructions
<b>Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the BOQ prescribed in <a href="#">Annexure 3</a> of the RFP.</p> <p>Financial Proposal should be submitted through online bid submission process only via website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>. Submission of Financial Proposal in hard copy will result in rejection of bid</p>

Note: AUTHORITY will conduct the bid evaluation based on documents submitted through online e-tendering portal.

2. The following points shall be kept in mind for submission of bids;
  - a) AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
  - b) The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
  - c) AUTHORITY may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal shall not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
  - d) Technical Proposal shall not contain any financial information.
  - e) If any Bidder does not qualify the pre-qualification criteria stated in Section 1.3.13 of this RFP, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
  - f) It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

### 1.3.3. LATE BID AND BID VALIDITY PERIOD

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of submission of the bid.

#### **1.3.4. MODIFICATION AND WITHDRAWAL OF BIDS**

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

#### **1.3.5. NON-CONFORMING BIDS**

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a) If it does not comply with the requirements of this RFP
- b) If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

#### **1.3.6. LANGUAGE OF BIDS**

The Bids shall be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

#### **1.3.7. AUTHENTICATION OF BID**

- a) Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in Annexure 6, authorizing the signatory of the Bid to commit the Bidder.
- c) The person or persons so authorized for signing the Bid shall initial all pages of the Bid including supporting documents and printed literature. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting. Each page of the offer should be numbered. Documents to be scanned and uploaded to the portal.

#### **1.3.8. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

#### **1.3.9. EVALUATION PROCESS**

- a) AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders

- b) The BEC constituted by AUTHORITY shall evaluate the responses to the RFP (Technical proposal, and financial proposal) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d) The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e) The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g) Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

#### **1.3.10. BID OPENING**

- a) Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened online in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b) AUTHORITY reserves the right at all times to postpone or cancel a scheduled Bid opening.
- c) Bid opening shall be conducted in 2 (Two) Stages;  
  
Stage 1 - RFP Document fee / Tender fee & Bid Security/EMD, Technical Proposal including Pre-Qualification Proposal  
  
Stage 2 - Financial Proposal / Commercial Bid
- d) The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e) Bid of those bidders who have not submitted "Bid Security" and "Fee of Bid Document submission" shall not be opened.
- f) Bids of those Bidders who have not submitted valid "Bid Security" and valid "Cost of Bid Documents" shall be considered as non-responsive and liable to be rejected summarily.
- g) Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the RFP / Tender document shall be summarily rejected.
- h) The Financial Proposals of only those bidders will be opened who scores equal to or more than 70% (Seventy percent) marks in Technical Evaluation.

- i) Prior to the detailed evaluation of bids, Employer will determine whether each Bid (a) meets the Pre-qualification eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.
- j) A substantially responsive bid shall be, one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive
- k) The Financial Proposals of only those bidders will be opened who meets the Pre-qualification Eligibility and Technically Qualified.
- l) The Bidder's representatives, who are authorized from the bidder shall only be allowed to present in the bid opening process. They shall sign a register evidencing their attendance and may be required to submit authority proof, in case asked for same. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if their representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of the all bidders
- m) During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.

### **1.3.11. EVALUATION OF TECHNICAL PROPOSAL**

Prior to evaluation of Bid, the CSML will determine whether each Proposal is responsive to the requirements of the RFP. The CSML may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- i) It is received by the Proposal Due Date including any extension thereof
- ii) It is accompanied by the "Bid Security" as specified and "Fee of Bid submission"
- iii) Applicants has submitted all Documents in specified format as mentioned in the RFP
- iv) It is not non-responsive in terms hereof.

The evaluation of the Technical Proposals will be carried out in the following manner:

#### **Evaluation of Pre-Qualification Proposals**

- a) Authority shall open the tender submitted online and check for payment of Document Fee and Earnest Money Deposit (EMD) and then the Technical Proposal including Pre-Qualification Proposal will be opened. Technical proposal including Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP are not fulfilled. Each of the Pre-Qualification condition mentioned in Section 1.3.13 of the RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Technical Proposal including Pre-Qualification proposal MUST contain all the documents in compliance with instructions given in the Annexure 1 and Annexure 2
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 1.3.13 of the RFP.

#### **Further Evaluation of Technical Proposals**

- a) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- b) The bidders fulfilling the pre-qualification eligibility criteria listed under Section 1.3.13 and having submitted technically responsive bids will be further required to showcase proposed products to Authority. The Goods proposed to be supplied by the Contractor shall conform to the technical specifications of the Tender Document. For shortlisting the Technically qualified bidder, Bidders technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 1.3.14 of the RFP.
- c) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in Section 1.3.14 of the RFP.
- d) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 1.3.14 of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- e) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order Completion Certificate, client contact information for verification, and all others components) as required for technical evaluation along with the Technical proposal
- f) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- g) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

- h) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70% or more for the criteria's detailed in Technical Evaluation Framework as given in Section 1.3.14 will qualify for financial / commercial evaluation stage. Failing to secure minimum % of Technical marks shall lead to technical rejection of the Bid.
- i) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- j) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.
- k) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### 1.3.12. FINANCIAL PROPOSAL EVALUATION

- a) All the technically qualified bidders will be notified to participate in Financial Proposal / Commercial Bid opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- c) Financial Proposals / Commercial Bid that are not meeting the condition mentioned in Annexure 3 shall be liable for rejection
  - i) If there is a discrepancy between the unit price and the line item total amount that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line item total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total amount as quoted shall govern and unit price shall be corrected.
  - ii) If there is error in a total corresponding to addition or subtraction of subtotals, the Sub totals shall prevail and the total shall be corrected and
  - iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in such case the amount in figure shall prevail subject to (i) and (ii) above.
  - iv) Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiture of bid security
  - v) Tenderers should quote for all-inclusive rate including transportation, loading and Unloading, taxes, delivery charges etc.

- d) The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Total Cost of Bid (TCB) given by each of the Bidders in the Commercial Bid as follows:

**Normalized Commercial Score of a Bidder = {Lowest TCB / Bidders TCB} X 100 (adjusted to 2 decimals)**

1. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
2. Any conditional bid would be rejected
3. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however the payment would be done on actual usage basis.

**FINAL SCORE CALCULATION THROUGH QCBS**

1. The final score will be calculated through Quality and Cost selection method based with the following weightage:

**Technical: 70%**

**Commercial: 30%**

**Final Score = (0.70\* Technical Score) + (0.30\* Normalized Commercial Score)**

2. The bidder with the highest Final score shall be treated as the Successful bidder.
3. In the event the Final scores are 'tied', the bidders whose score is tied securing the lowest (among all the tied bidders) financial score will be adjudicated as the Best Value Bidder for award of the Project. Decision of authority is final.

**1.3.13. PRE-QUALIFICATION ELIGIBILITY CRITERIA**

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for financial evaluation process.

Sl. No	Basic Requirement	Specific Requirement	Documents Required
PQ 1	Legal Entity	a. The Applicant must be a corporate in India registered under Company's Act 1956; or a firm registered under any other Government body.  b. The Sole Bidder /Lead Bidder shall be in operations for a period of at least 5 years as on published date of RFP.	<ul style="list-style-type: none"> <li>• RoC, in case of partnership, Certificate of Registration of the Firm / Agency, partnership deed and copy of rules &amp; regulations of the registered firm.</li> <li>• Certificate of Incorporation issued by</li> </ul>

Sl. No	Basic Requirement	Specific Requirement	Documents Required
		c. Should be registered with the Income Tax & GST Authorities.	<p>the Registrar of Companies</p> <ul style="list-style-type: none"> <li>For Global Players , Equivalent certificate in the country of incorporation</li> <li>Copy of GST Registration certification</li> <li>Copy of Firm PAN Card</li> </ul>
		d. The sole bidder or all member of consortium should be a System Integrator / manufacturer / authorized representative of a manufacturer of offered items / Cloud Service Provider / Surveillance Solution Provider and should be in business of manufacture and or supply and maintenance of the offered items in India as on bid calling date.	<p>The Manufacture Authorization Form for all the items (except fabricated items such as camera poles, field junction boxes) to be submitted in PQ Bid.</p> <p>Note: The bidder should submit 'Single' MAF for item/items. Multiple MAFs for same item is not allowed.</p> <p>Copy of purchase orders showing at least 5 years of operations OR Certified true copy of relevant extracts of balance sheet and profit loss statements for last 5 years demonstrating bidder have been in operation for at least 5 years as on date of submission of the bid</p>
PQ 2	<b>Turnover</b>	<p>a. The Sole Bidder or the JV (Joint Venture) / consortium members altogether should have <b>average annual Turnover of Rs. 80 crores</b> in last 3 years of operations. i.e. Financial Years 2016-17, 2017-18, 2018-19 from Safety &amp; Security / IT / ITES domain</p> <p>b. Should be a profit-making company and with positive net worth</p>	<p>Audited Balance sheet for each financial year.</p> <p>Certificate from the Statutory Auditor</p> <p>The said certificate also need to be counter signed by authorized signatory of the bidder</p>



Sl. No	Basic Requirement	Specific Requirement	Documents Required
PQ 3	<b>Financial Resources: Liquidity</b>	<p><b>Liquidity (Net of Current Asset- Net of Current liabilities):</b></p> <p>Bidder must have Minimum Average liquidity of <b>Rs 11.17 Cr</b> for the last 3 financial year i.e. <b>2016-17, 2017-18 &amp; 2018-19</b></p> <p>In case bidder is short of minimum average liquidity as required, bidder shall have to submit <b>line of credit for balance amount</b> from any Scheduled Commercial Bank in India, acceptable to employer.</p>	<p>Certificate from the Statutory Auditor (Chartered Accountant) / Company Secretary</p> <p>The said certificate also need to be counter signed by authorized signatory of the bidder</p>
PQ 4	<b>Financial Resources: Networth</b>	<p><b>Net worth (Total Assets- Total Liabilities):</b></p> <p>Bidder must have <b>Minimum Average Net worth of Rs 15.65 Cr</b> for the last 3 financial year i.e. 2016-17, 2017-18 &amp; 2018-19</p> <p>In case bidder is <b>short of minimum average Net worth</b> as required, bidder shall have to submit <b>line of credit for balance amount</b> from any Scheduled Commercial Bank in India, acceptable to employer.</p>	<p>Certificate from the Statutory Auditor (Chartered Accountant) / Company Secretary</p> <p>The said certificate also need to be counter signed by authorized signatory of the bidder</p>
PQ5	Past Experience	<p><b>The Sole Bidder or any of the consortium member shall</b> have executed or concurrent project of similar nature, which includes CCTV Surveillance covering supply, installation, testing, commissioning, maintenance and operations in India or abroad in last five years as on bid submission date:</p> <p>At least <b>one (01) project</b> of value not less than <b>INR 32 crores.</b></p> <p>OR</p> <p>At least <b>two (02) projects</b>, each of value not less than <b>INR 20 crores.</b></p>	<p>"Purchase Order / Work Order / Completion certificate from client.</p> <p>In case the experience shown is that of the bidder's parent / subsidiary company, then the following additional documents are required:</p> <p>i) Letter from the Company Secretary of the bidder certifying that the entity whose</p>

Sl. No	Basic Requirement	Specific Requirement	Documents Required
		OR At least <b>three (03) projects</b> , each of value not less than <b>INR 16 crores.</b> "	experience is shown is parent/subsidiary Company  ii) Shareholding pattern of the bidding entity as per audit reports
PQ6	Certifications	The Bidder shall have the following certifications or with latest amendment:  ● <b>ISO 9001:2015/ CMMI Level 5I</b>  ● <b>ISO 27001:2013</b>	Copy of valid certificate
PQ7	Local Presence	The Bidder shall have its own Support Centre or office in Cochin  OR  In case, The Bidder does not have an Office or Support Centre in Cochin currently, the bidder shall be required to open an office or Support Centre in Cochin staffed with its technical personnel within 1 months of award of the contract.	List of office (s) and Support Centre in Cochin  OR  Letter for undertaking to open office or Support Centre in Cochin within one month from date of signing contract.  Self-certified Address on Letter head to be submitted
PQ8	Blacklist	The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India as on bid submission date	Declaration signed by the authorized signatory as prescribed in Annexure 4
PO9	Bidding Capacity	Availability of Bidding Capacity should be atleast equal to <b>INR 40 CRORE</b> Available bid capacity will be evaluated as under: <b>Bidding capacity = 2.5xAxN-B</b>	Annex 1.12  Certificate from the Statutory Auditor (Chartered Accountant) /

Sl. No	Basic Requirement	Specific Requirement	Documents Required
		<p>Where</p> <p>A= maximum annual turnover from Safety &amp; Security / IT / ITES domain in last five financial years taking into account the completed as well as works in progress (Updated to the current price level, rate of inflation shall be 7% per year).</p> <p>N= Number of years prescribed for completion of works (infrastructure component) for which bids has been invited which is <b>0.5 years</b> for this bid.</p> <p>B= Value at current price level of existing commitments and ongoing works to be completed during the next <b>1 years</b>. Bidders will give a calculation for the same.</p>	<p>Company Secretary</p> <p>The said certificate also need to be counter signed by authorized signatory of the bidder</p>

Sl. No	Basic Requirement	Specific Requirements	Documents / Evidence Required	Applicability
	<p>Note:</p> <ol style="list-style-type: none"> <li>For International projects, copy of the original client certificate and copy of the other documents shall be duly verified by Indian embassy / High Commission. The same shall be submitted with the bid document.</li> <li>For projects where fee has been received in any currency other than Indian Rupees, than the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of publication of the tender document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.</li> <li>Bidders are allowed to submit experience in terms of financial turnover and for technical qualification of their holding company and/or subsidiary company only. Letter to be submitted from parent Company of any member or lead member of JV that , there will be unconditional support to the subsidiary for fulfilment of financial needs based on requirement of project / technology / software etc. However, the parent/ subsidiary company of the Bidder should on its own meet the technical experience as stipulated in this RFP and should not rely for meeting the Eligibility criteria on its sister subsidiary/ co-subsiary company or through any other</li> </ol>			

Sl. No	Basic Requirement	Specific Requirements	Documents / Evidence Required	Applicability
		<p>arrangement like Technical Collaboration agreement.</p> <p>d. The format for the unconditional support from parent company to subsidiary is attached as <b>Annexure 1.13</b></p> <p>e. A holding company, in relation to one or more other companies, means a company of which such companies are subsidiary companies; and</p> <p>f. A subsidiary company` in relation to any other company (that is to say the holding company), means a company in which the holding company— (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own</p> <p>g. For the purpose of evaluation criteria, if the bidding company (the lead bidder in case of consortium) is 100% subsidiary of an international or Indian company then the lead bidder's parent company's or parent company's other subsidiary relevant experience can be considered as lead bidder's experience.</p> <p>h. Projects executed for bidder's own or bidder's group of companies shall not be considered.</p> <p>i. For the above criteria bidder means SI or its consortium partners (in case of consortium)</p> <p>j. <b>For all financial qualifications viz PQ2, PQ3, PQ4 &amp; PQ9</b>, Lead Member shall meet at least 60% requirements and each of other JV / Consortium members shall meet at least 30% requirement. For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria. JV as a whole shall cumulatively/ collectively fulfill the 100% requirement.</p> <p>k. Firms cannot be part of multiple bids, unless they are participating solely as OEMs.</p> <p>l. Any bidder who offers discounts/ benefits suo moto after opening of commercial bid(s) will be automatically disqualified from the current bidding process without any prior notification and also may be disqualified for future bidding processes in TSTS.</p> <p>m. Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Pre-qualification/Technical bids evaluation and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.</p> <p>n. If the bidder is not having local presence, it has to open a local office within 15 days from the issue of LOI and same must be communicated to CSML for future correspondence.</p> <p>o. The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, CSML reserves it's right in seeking clarification from the bidder and may disqualify the bidder for the</p>		

Sl. No	Basic Requirement	Specific Requirements	Documents / Evidence Required	Applicability
		<p>bidding mistakes, missing documents and for the documents that are not clear.</p> <p>p. The Bidder shall have sufficient technical expertise, relevant experience and requisite infrastructure for the proposed scope of work.</p> <p>q. Bidder shall include among other things, objectives of the Bidder, the proposed management structure, contribution of each constituent, role and responsibility of each constituents covering all aspects of the planning and successful execution of the work, the commitment of the constituents to the joint and several liabilities for due performance.</p> <p>r. Application Fee, Earnest Money Deposit, Security Deposit, Performance Guarantee, Bank Guarantee etc. shall be submitted by the Applicant Firm and any deviation to this results in rejection of bid.</p> <p>l. Deviation from this shall be treated as termination of contract and shall attract the liability as specified in the Tender</p>		

**Note: AUTHORITY reserves right to visit bidder’s customer where such a similar project execution has taken place.**

***The bidder needs to submit appropriate supporting evidences to satisfy the criteria***

**1.3.14. TECHNICAL EVALUATION CRITERIA**

Bid Evaluation Committee (BEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per the following criteria:

S. No	Technical Evaluation Parameter	Max. Marks
<b>A</b>	<b>Company Profile</b>	<b>30</b>
A1	Sales Turnover	15
	The Bidder should have average annual turnover in last three years i.e. 2016-17 and 2017-18, 2018-19:	
	Greater than INR 150 crores	15
	> INR 100 crores and <= INR 150 crores	14
	> INR 80 crores and <= INR 100 crores	10
A2	Net worth	15
	The Bidder should have net worth in each year for last three financial years i.e. 2016-17, 2017-18, 2018-19:	
	Greater than 30 Crores	15
	> INR 20 crores and <= INR 30 crores	14
	> INR 15.65 crores and <= INR 20 crores	12
<b>B</b>	<b>Experience</b>	<b>30</b>
B1	Experience in IT/ICT projects	15
	Experience in IT/ICT projects of value greater than <b>INR 16 Crore</b> in India or Abroad in last five years as on bid submission date (completed or ongoing):	
	5 or more projects	15
	4 projects	14
	3 projects	12
B2	Experience in CCTV	15
	Experience in CCTV Surveillance covering supply, installation, testing, commissioning, maintenance and operations in India or Abroad in last five years as on bid submission date (completed or ongoing):	
	1001 or more cameras in single project	15
	501 to 1000 cameras in single project	14
	201 to 500 cameras in single project	12
	Upto 200 cameras in single project	10
<b>C</b>	<b>Key Personnel</b>	<b>10</b>
<b>C1</b>	<b>Project Manager</b> Should have led the team in implementation of IT consulting/ Security and Surveillance Projects. <b>Please refer evaluation Matrix</b>	<b>4</b>
<b>C2</b>	<b>Surveillance Expert/Solution Architect</b> Should have experience in design architect, implementation of multi-location CCTV surveillance system project along with integration with Command and Control Centre. Video Management system, Video Analytics , Surveillance camera <b>Please refer evaluation Matrix</b>	<b>2</b>

<b>C3</b>	<p><b>CSP Expert</b> Should have experience of complete life cycle implementation of all the components of tier III certified DC and DR in India/overseas. The Candidate having valid DC related certification(s) will be preferred Cloud based systems <b>Please refer evaluation Matrix</b></p>	<b>2</b>
<b>C4</b>	<p><b>Network Engineer</b> Should have experience in Network design, MPLS VPN, IP configuration and implementation in multi locations CCTV surveillance system project along with integration with Command and Control Center <b>Please refer evaluation Matrix</b></p>	<b>2</b>
<b>C5</b>	<p><b>Mobile App developer</b> Should have experience in design, development and maintenance of Mobile App. Experience in Surveillance and security will be preferred <b>Please refer evaluation Matrix</b></p>	<b>1</b>
<b>D</b>	<b>POC and Technical Presentation</b>	<b>20</b>
<b>E</b>	<b>Project Implementation Approach</b>	<b>10</b>
<b>E1</b>	Detailed approach & methodology covering:	2
	- Project understanding and project plan	2
	Robustness of technology solution covering	3.5
	- End to end integrated solution proposed	0.5
	- Hardware deployment and integration approach encompassing all solutions	0.5
	- Timelines and modalities for implementation in a time bound manner	0.5
	- Project implementation approach / strategy and operations and plan including comprehensiveness of fallback strategy and planning during rollout	0.5
	- Quality Control plan - Bidder's approach to ensure quality of Goods /Work /Services and deliverables	0.5
	- Project Monitoring and Communication Plan- Bidder's approach to project monitoring and communications among stakeholders.	0.5
	- Any other area relevant to the scope of work and other requirements of the Project	0.5
	Assessment of Manpower deployment, Training and Handholding plan covering	3
	- Deployment strategy of Manpower	.75
	- Contingency management	.75
	- Mobilization of existing resources and additional resources as required	.75
	- Training and handholding strategy	.75
Operation and Maintenance Plan	1.5	
<b>Total Marks (A + B + C+D+E)</b>	<b>100</b>	

**Important:** Qualification criteria for technical evaluation and progression to financial evaluation stage.

- Minimum 70% marks of the overall technical score total

Evaluation Committee (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

**OEM representative should be present at the time of Technical Presentation to CSML.**

Team Evaluation Matrix

1. Project Manager
<p>a) Educational Qualification</p> <ul style="list-style-type: none"> <li>• B.E/BTech/MCA with MBA/MTech = 1 Marks</li> <li>• BE/BTech/MCA = .5 Marks</li> </ul> <p>Else 0 marks</p> <p>b) Certification</p> <ul style="list-style-type: none"> <li>• PMP / Prince 2 Certification = 1 Marks</li> </ul> <p>Else 0 marks</p> <p>c) Work Experience in the capacity of Project/Programme Manager in CCTV Surveillance/ Security</p> <ul style="list-style-type: none"> <li>• &gt;= 10 Years = 1 Marks</li> <li>• 8&gt;= and &lt; 10 = 0.5 Marks</li> </ul> <p>Else 0 Mark</p> <p>d) Project/Program management Experience in CCTV Surveillance/ Security implementation Project</p> <ul style="list-style-type: none"> <li>• &gt;= 3 Projects = 1 Mark</li> <li>• 2 Projects = 0.5 Mark</li> </ul> <p>Else 0 Mark</p>
2. Surveillance Expert/Solution Architect
<p>a) Educational Qualification</p> <ul style="list-style-type: none"> <li>• B.E/B.Tech/MCA /M.Tech = 1 Mark</li> </ul> <p>Else 0 Mark</p> <p>b) Work Experience as Surveillance Expert/Solution Architect in CCTV Surveillance/ Security</p> <ul style="list-style-type: none"> <li>• &gt;= 7 Years = 0.5 Mark</li> <li>• 5 &gt;= and &lt;7 = 0.25 Mark</li> </ul>



Else 0 Mark

**c) Project experience in CCTV Surveillance/ Security implementation Project**

- 3 >= Projects = 0.5 Mark
- 2 Projects = 0.25 Mark

Else 0 Mark

**3. CSP Expert**

**a) Educational qualification**

- BE/B.Tech/M.Tech/MCA = 1

Else 0 Mark

**b) Certifications**

- Any DC/DR related professional certification = 0.5 Mark

Else 0 Marks

**c) Work experience in the capacity CSP expert in the implementation of ICT/CCTV Surveillance projects**

- >=7 years = 0.25 Mark

Else 0 Mark

**d) Cloud implementation Experience in ICT/CCTV Surveillance projects**

- >= 3 projects = 0.25 marks

Else 0 marks

**c) Network Engineer**

**a) Educational qualification**

- BE/B.Tech/M.Tech/MCA = 1

Else 0 Mark

**b) Certifications**

- CCNA or relevant professional certification = 0.5 Mark

Else 0 Marks

c) Work experience in the capacity Network engineer in the implementation of ICT/CCTV Surveillance projects

- $\geq 5$  years = 0.25 Mark

Else 0 Mark

d) Network implementation Experience in ICT/CCTV Surveillance projects

- $\geq 3$  projects = 0.25 marks

Else 0 marks

### 1.3.15. ELIGIBLE GOODS AND SERVICES

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, and testing, commissioning, training, and initial maintenance.
- b) The Bidder shall quote only one specific make and model from only one OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c) The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 (Three) years as on the date of release of the RFP.
- d) All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- e) The OEM should give a declaration that all products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as per Annexure 2.4 in the RFP
- f) The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.

**Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.**

## 1.4. AWARD OF CONTRACT

### 1.4.1. AWARD CRITERIA

1. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per

the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores as detailed in Clause 1.3.12:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical and Financial Proposal that will be 70:30.

2. AUTHORITY reserves the right to further negotiate the prices quoted by the successful bidder.
3. Bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the Letter of Acceptance (LoA).

#### **1.4.2. LETTER OF ACCEPTANCE (LOA)**

Prior to the expiration of the period of bid validity, AUTHORITY will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

#### **1.4.3. SIGNING OF CONTRACT**

AUTHORITY shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by AUTHORITY.

#### **1.4.4. FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP / CONTRACT**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh RFP.

#### **1.4.5. CSML'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

Non Exclusive: CSML reserves the rights to avail the similar services from other Service Providers/ others during the Contract period.

#### **1.4.6. PERFORMANCE BANK GUARANTEE**

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to AUTHORITY.

- b) The PBG shall be from a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid up to the completion of the period of 'Go-Live' / Commercial Operation Date (COD) + 38 months for the project i.e. 60 days beyond completion of O & M period.
- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

#### **1.4.7. RIGHT TO VARY QUANTITY**

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If AUTHORITY does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed during the currency of Contract, if it is provided in the bidding document, on the rates and conditions given in the

contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

#### 1.4.8. WARRANTY & MAINTENANCE

- a) Successful Bidder shall also provide complete maintenance support for all supplied products and connected components as outlined in this RFP for a period of 36 months from the date of Go-Live / Commercial Operation Date (COD).
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) AUTHORITY or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed replace the defective products, without costs to AUTHORITY and within time specified and acceptable to AUTHORITY.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, AUTHORITY may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which AUTHORITY may have against the bidder under the contract.
- e) During the comprehensive warranty period, the Successful Bidder shall provide free of cost all product(s), and documentation updates, patches/fixes, and version upgrades within 14 days of their failure and should carry out delivery and make operational the same at no additional cost to AUTHORITY.

The Successful Bidder hereby warrants AUTHORITY that:

- i) The supplied products / equipment / goods meeting all the requirements and the implemented integrated solution represents a complete integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- ii) The proposed products / equipment / goods and the proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- iii) The Successful bidder shall be responsible for warranty & maintenance services from licensors of products.
- iv) The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the products / equipment / goods and systems during the warranty and maintenance period.

#### **1.4.9. CORRUPT PRACTICES**

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, following definitions are relevant:

1. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and

2. "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process or the execution of the Contracts to the detriment of CSML, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive CSML of the benefits of free and open competition.

If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, CSML reserves the right:

- a) Not to award Contracts to such Bidder,
- b) To cancel the Contracts, if already awarded. In case of cancellation, CSML shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. CSML shall also have the right to forfeit the Bid Security/ Performance Security of such Bidder, and
- c) To ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

#### **1.4.10. LOCAL CONDITIONS:**

It will be imperative on each tenderer to fully acquaint him of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the equipment. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of machines, shall be entertained after the Purchaser accepts the offer.

## **2. Scope of Works and Terms of Reference**

## **2. Scope of Work and Terms of Reference.**

### **2.1. Introduction:**

Public safety has emerged as an important function for governments across the world. It is prominent duty and function of the state to ensure the safety of its citizens, organizations and institutions against threats to their well-being as well as the traditional functions of law and order. With more than half the global population today living in urban areas, safe city is increasingly being considered essential in ensuring secure living and prosperity of the citizens. In addition, for smooth and safe functioning of the city, it is extremely important to ensure no crime or congestion is left unattended.

With the aim of developing a safe and secure city for its residents, CSML is planning a City-wide CCTV based surveillance System for Kochi. CSML envisages to implement holistic and integrated video surveillance system for the Kochi municipal corporation area. This system shall also integrate the existing surveillance systems with the objective of enhancing safety and security in the city.

### **2.2. Objectives of ICSS:**

The proposed surveillance system is envisioned for the Kochi with following objectives

- 1) Providing support to the police department to maintain Law and Order of the city, by acting as an aid to investigation of various irregular and criminal activities occurring in the city.
- 2) Deterring, detecting and thus dealing with criminal activities.
- 3) Providing evidence for criminal and civil action in the courts
- 4) Attaining faster turnaround time for crime resolution and proper investigation.
- 5) Ensure effective security & surveillance of an area under the system which can provide tamper proof record for post event analysis.
- 6) Continuous monitoring of prominent public places in Kochi city area by keeping an eye on regular activities
- 7) Addressing the threats from terrorist attacks and helping the department to be prepared in case of any such incident.
- 8) Support in managing and policing large scale events.
- 9) Augment rescue operations at the time of any natural disaster.
- 10) Amalgamation of all existing Surveillance devices belonging to different departments into the planned surveillance system.
- 11) In addition, the system shall also be integrated with the proposed Integrated Command Control and Communication system and further strengthen safety of the citizens. Proposed video based surveillance system shall enable the above listed objectives by following:
  - a. Alerting the Police Department about abnormal movements
  - b. Efficient management of security breaches based on alerts received from system.



- c. Improved turnaround time in responding to any investigation case, faster access to evidence in case of law violation in the prescribed areas.

### 2.3. Scope of Project

The basic aim of this project is to develop and provide a safe and secure environment to the citizens of Kochi through CCTV based surveillance system. The CCTV based surveillance system will be implemented in PAN city area of Kochi which will integrate the existing surveillance system and install additional surveillance cameras through a VSaaS (Video Surveillance as a Service) solution. Scope of work for the System Integrator (SI) are envisaged such as:

- 1) Supply, Installation, Integration and Commissioning of VSaaS (Video Surveillance as a solution) on a MeitY empaneled Tier3 CSP (Cloud service provider).
- 2) VSaaS solution should be integrated with video Analytics, big data analysis and AI for efficient handling of video feeds to generate alerts and reports for timely action.
- 3) Installation of Surveillance cameras in identified locations after finalization of location and the design with the stakeholders.
- 4) Establishment of secure communication between the surveillance cameras, VSaaS and Police command centre using MPLS VPN.
- 5) Integration of the existing surveillance cameras in the city for Video management and Analysis.
- 6) Integration of video feed with control centres of major stakeholders.
- 7) Integration of the surveillance system with "Integrated Command Communication and Control Centre (IC4)".
- 8) Integration of VSaaS with field units (Mobile Unit, women patrol, fire service, etc.) using mobile app, GIS and GPS for real time transmission of alerts, reports and video.

#### 2.3.1. SUPPLY, INSTALLATION, INTEGRATION AND COMMISSIONING OF VSAAS (VIDEO SURVEILLANCE AS A SOLUTION) ON A TIER3 CSP (CLOUD SERVICE PROVIDER).

1. VSaaS (Video Surveillance as a Service) refers to hosted cloud-based video surveillance. The service typically includes video recording, storage, remote viewing, management alerts, video analytics and cyber security. The VSaaS system is integrated with the cameras through MPLS VPN. VSaaS solution should be hosted on MeitY empaneled tier 3 Cloud Service Provider.
2. Components of VSaaS
  - a) Video Management System in the Cloud.
  - b) Centralized storage of data on the cloud including archiving.

- c) IOT Surveillance Management Platform in the cloud.
  - d) IP based hi-resolution fixed bullet/PTZ cameras
  - e) Continuous, schedule, motion & event based recording
  - f) Video retention for a minimum period of 365days (1 Year)
  - g) 24x7 event monitoring services.
  - h) Online access to live & recorded video.
  - i) Role-based operator privileges.
  - j) Video analytics on the edge and in the VMS
  - k) Big data analysis, AI and Deep learning.
3. VSaaS solution will support
- a) Browser based GUI
  - b) Mobile compatibility with iOS/Android
  - c) 3D mapping & interactive event management using GIS maps
  - d) Policy based storage & archiving capabilities
  - e) All camera & encoder manufacturers using open standard (Onvif Profiles (S&G)) are supported.
  - f) Multi-tenanted
  - g) Ability to investigate events and alarms by simultaneously viewing alarm video at various stages

**2.3.2. VSAAS SOLUTION SHOULD BE INTEGRATED WITH BIG DATA ANALYSIS AND AI FOR EFFICIENT HANDLING OF VIDEO FEEDS TO GENERATE ALERTS AND REPORTS FOR TIMELY ACTION.**

VSaaS solutions will provide the Video Analytics System (VAS) that is to be designed to provide Intelligent Video Analysis for 24/7 surveillance with support for devices from different vendors. The following minimum analytics requirements but not limited to and propose solution meeting the requirements:

- Should have intrusion and detection features
- Suspicious incidence detection
- Counting features
- Crowd detection
- Smoke and fire detection features
- Advance object tracking
- Other possible incident detection
- Defacement of Public Property

### **2.3.3. INSTALLATION OF SURVEILLANCE CAMERAS IN IDENTIFIED LOCATIONS AFTER FINALISATION OF LOCATION AND THE DESIGN WITH THE STAKEHOLDERS.**

The Kochi Police has already identified tentative 124 locations and type of Cameras in the Kochi Municipal Corporation area. The site locations will be finalised at the time of implementation approved by the Kochi Police department. In addition, more locations shall be proposed in consultation with various stakeholders. If the quantity of extra cameras increases by 10% of initial quantity, authority reserves the right to re-negotiate the rates with bidder for such extra cameras only.

During the implementation phase w.r.t positioning and mounting the cameras, poles and junction boxes leading industries practices will be used. In addition, the proposed technical solution for the surveillance system is envisioned with Video Surveillance as a Service (VSaaS).

Some of the check-points that need to be adhered while installing/ commissioning cameras are as follows:

- 1) SI shall ensure all functional and technical requirements of IP Camera Surveillance system with illuminators as specified in this RFP.
- 2) Ensure surveillance objective is met while positioning the camera such that the required field of view is being captured as finalized in field survey.
- 3) Ensure protection of camera from the on-field challenges of weather, physical damage and theft.
- 4) Make proper adjustments to have the best possible image / video captured.
- 5) Ensure that the pole is well placed for vibration resistance adhering to the road safety norms.
- 6) Collision preventive barriers around the junction box & pole foundation in case it's installed in collision prone place.
- 7) Appropriate branding or colour coding (Police/Authority Branding) of poles and junction boxes, to warn mischief mongers against tampering with the equipment at the junction.
- 8) The OEMs should support next business day delivery against defective spares. OEM should have 24x7x365 support in India.
- 9) The OEMs of all the equipment's quoted should have option of supporting customers directly if needed & the support information including delivery against defectives or status of case should be available through web portals.
- 10) All IP Cameras (of each type) should be from single OEM. Both Camera and Video Surveillance Software shall be Onvif Profile S & G compliant.

The following table further details out the tentative locations and cameras identified by the Police Department for the city Surveillance Project:

Table 2-1 List of Tentative Locations

Sl.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
<b>Mattanchery PS Limit</b>					
1	Lobo Junction	9.962871,76.255099	1	2	
2	Water Tank	9.963882,76.253389	1	3	
3	Cherlaikadavu	9.963512,76.249992	1	3	
4	Kombaramukku Junction	9.961007,76.253077		1	
5	Palace Road(HEHM junction)	9.957889,76.255507	1	3	
6	Koovappadam Junction	9.952008,76.252991	1	3	
7	Pandikudy Junction	9.952049,76.249451		3	
8	Cochin College	9.949698,76.251876	1	3	
9	Goutham Hospital	9.947204,76.255980		2	
10	Chullickal(ABAD Jn)	9.944976,76.257924	1	2	
11	Synagogue	9.956383,76.260116		3	
12	Dutch Palace	9.958179,76.259958		2	
13	Koonankurishu	9.965182,76.254857	1	2	
14	Irumbichi Junction/Bazar road	9.963202,76.257025		2	
<b>Thoppumpady PS Limit</b>					
15	Fishing Harbour	9.939045,76.262569	1	8	(1PTZ optional)
16	Chullickal Junction	9.945547,76.256001		4	

SI.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
17	statue Junction- Nazreth(Diamond Park)	9.945760,76.248848		2	
18	Chemeen Junction	9.939394,76.253237		4	
19	Parippu Jn	9.935549,76.252836		2	
20	Mahavir Enclave(Naval Quarters)	9.929847,76.253549		2	
21	Our lady Church Front/Junction	9.935810,76.261621	1	3	
22	Old Bridge Jn (Thoppumpady Jn)	9.935383,76.263102		4	
23	BOT West	9.931338,76.267556		3	
<b>Palluruthy PS Limit</b>					
24	Azhakiyakaavu Temple	9.927272,76.271297		3	
25	Palluruthy Veli	9.919721,76.274390	1	4	
26	Kacheripady Jn	9.913931,76.276691		2	
27	Corporation Ground(opp Govt Hospital)	9.912090,76.275017	1	2	
28	Kumbalangi vazhi	9.913743,76.278892		3	
29	Pashnithode bridgeAquinas College Front	9.913132,76.287841		2	
30	Edakochi Border	9.894771,76.296314		3	
31	40 Ft road	9.914147,76.268720		2	
<b>Fort Kochi PS Limit</b>					
32	Fortkochi Corporation Front (near to Jankar Jetty)	9.968479,76.244384	1	3	

SI.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
33	Chariot Junction	9.967211,76.242913		4	
34	Vasco Square	9.967726,76.241726		6	
35	Boiler (Walkway)	9.967326,76.240532		3	
36	south Beach	9.963750,76.238034		3	
37	Middle Beach(need discussion)	9.965463,76.238255		3	
38	ESI Dispensary Junction	9.956651,76.240113		2	
39	Veli West Ground Junction	9.951761,76.242419	1	3	
<b>Harbour PS Limit</b>					
40	Vathuruthy Bus stop	9.937412,76.279506		1	
41	Kattari Bagh	9.944117,76.283653		1	
42	Maritime University(Kannankadavu Jn)	9.928194,76.288167		3	
43	AP Bridge	9.929956,76.292426		1	
44	BOT east	9.935540,76.271659		4	
45	CIFT Jn	9.938674,76.269642	1	4	
<b>Central PS Limit</b>					
46	High Court junction	9.980067,76.276011		5	
47	Broadway (Jew Street & Inside market)	9.980067,76.276011 9.979075,76.277333	1	6	
48	Marine drive (Walkway)	9.983436,76.273288 9.980021,76.274985 9.976505,76.276750 9.973457,76.278016		8	
49	Menaka jn	9.978672,76.2766779. 977658,76.277181		6	

SI.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
50	Padma jn	9.981595, 76.283142		4	
51	KSRTC stand	9.978072,76.288481	1	3	
52	KSRTC Bus Stand Inside	9.977659,76.289110		4	
53	South Railway Station	9.968707,76.290341		5	
54	South School Jn(Chittoor Road)	9.968518,76.287907		4	
55	Vivekananda Road Jn-South Railway station	9.976409,76.289593 9.974151,76.289958 9.973975,76.289444 9.970566,76.290034		8	
56	Cannon Shed Road (Ernakulam Boat jetty )	9.973242,76.279602		4	
57	Hospital Road Jn	9.971058,76.28.422		4	
58	Taluk Office Front and Maharajas College side	9.969673,76.280853		4	
59	Durbar Hall Ground	9.968033,76.283983		4	
<b>Palarivattom PS limit</b>					
60	JLN stadium Front Metro station	9.999790,76.298535 10.000396,76.298876		7	
61	Karanakodam Jn	9.984179,76.304332		3	
62	Thammanam Jn	9.986344,76.310978		4	
63	Ponnurunni Jn	9.978025,76.314349		3	
64	Chalikkavattom Jn/EMC front	9.980116,76.316953		6	
65	Kalavath road	9.999681,76.310666		2	

SI.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
66	Samskara Jn	9.997048,76.308000	1	4	
67	Indira Road	9.996138,76.303750		3	
68	Vasanth Nagar(T jn)	10.002929,76.299481		2	
69	Y.M.J stadium link(Vasantkumar)	10.004665,76.298964		1	
70	North Janatha-Indira road	10.003522,76.301745		3	
71	Chetana Jn	10.008546,76.300417		4	
72	Anchumana Road Jn	10.010076,76.305491		3	
73	Anjumana Temple -Beena Anjumana Road Jn	10.013501,76.310704		3	
74	Oberon Mall/Prestige Mall	10.014687,76.311644		6	
75	Maria Park Jn	10.010099,76.313994		4	
76	Geojith Front side	10.010332,76.319249		2	
77	Alinchuvadu JN	10.005988,76.316269		4	
78	Palachuvadu Jn	9.997728,76.324944		2	
79	Arakkakadavu Bridge	9.991091,76.328280		1	
80	Thykvav Jn	9.994881,76.320248		4	
81	Netaji road (T junction)	10.008309,76.309938		3	
82	P.J antony road	10.002995,76.307129		2	
<b>Elamakkara PS Limit</b>					
83	Ponekkara Railway	10.032740,76.296504 10.032920,76.295327		4	



SI.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
	Station				
84	Theenmoorthy nagar(backside of Raghavan Pilla Park)	10.032985,76.299844		3	
85	Edappally Jamath Auditorium	10.028849,76.305306	1	4	
86	Edappally Juma Masjid(Infront of Lulu)	10.026338,76.306232		2	
87	Edappally Jn South Side(below Ovrbridge Parking)	10.023759,76.307774		2	
88	Pottakuzhy Jn	10.005180,76.288916		3	
89	Punnakkal Jn	10.019200,76.291157		4	
90	Changambuzha Nagar-Park Jn	10.016568,76.301612	1	3	
91	Changambuzha Nagar-Park Inside	10.016375,76.302048	1	5	
92	Karukappilly Jn	10.007202,76.294404	1	4	
<b>North PS limit</b>					
93	Vaduthala valavu	10.018688,76.275870 10.018103,76.274843		2	
94	Cemetery Jn	9.991904,76.281673		4	
95	Under North Overbridge(west side)	9.989478,76.286647 9.989867,76.286775	1	7	
96	Under North Over bridge (east side)	9.990181,76.287334		6	

SI.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
97	Under Pullepady Over bridge	9.982726,76.288747		3	
98	Kathrikadavu Jn	9.983477,76.295943	1	4	
99	Azad Road	9.996733,76.294653		3	
100	Kaloor Bus stand	9.994572,76.292074	1	6	
101	SRM road	9.994769,76.286998		4	
<b>South PS Limit</b>					
102	Thevara Jn	9.949380,76.291986		3	
103	Konthuruthy Church Jn	9.943082,76.294848		3	
104	Thevara Ferry Jn	9.932495,76.299202	1	4	
105	Kasturba nagar	9.945774,76.298377		3	
106	Panampally Nagar Walkway	9.951654,76.299424	1	6	
107	Shihab Thangal Road(Part of Walkway)	9.954917,76.296751	1	3	
108	Manorama Jn	9.965666,76.294921		3	
109	Frooty Jn	9.967440,76.299726	1	3	
110	Behind Medical Trust Road	9.964619,76.288861	1	4	
111	Pallimukku Jn	9.964245,76.287501		4	
112	Ravipuram Jn	9.958901,76.289157		4	
113	Parallel road behind shipyard	9.950803,76.286975		2	
<b>Maradu PS Limit</b>					

Sl.No	Name of The locations	Coordinates	No: of PTZ Cameras	No: of Fixed cameras	No of Camera - Optional
114	Vytila Hub	9.970206,76.321223 9.966694,76.319600		5	
115	Vytila Jn	9.967816,76.318621 9.968900,76.318060		6	
<b>Kadavanthra PS Limit</b>					
116	Lions Club(Kavalakkal Jn)	9.972246,76.296989		3	
117	Kumaranasan Jn	9.978127,76.296779		4	
118	Gandhinagar Jn	9.977522, 76.294317		4	
119	Subhash Chandra Bose Road Jn	9.970950,76.298415 9.972246,76.298511		3	
120	Ponnurunni ROB under Pass	9.975424,76.315167		4	(PTZ-1)
121	Vytila Bevarage Shop	9.970545,76.317492		1	
122	Elamkulum Jn	9.967655,76.305241		4	
123	South Railway -East end gate	9.968418,76.292437 9.969854,76.292130 9.970680,76.291985	1	6	
124	Uday colony Road/Kammattipadam	9.976404,76.290793		3	
<b>Total Number</b>			<b>31</b>	<b>431</b>	<b>PTZ-2</b>

#### 2.3.4. ESTABLISHMENT OF SECURE COMMUNICATION BETWEEN THE SURVEILLANCE CAMERAS, VSAAS AND POLICE COMMAND CENTRE USING MPLS VPN.

Efficient MPLS VPN based Communication network with VMS using FTTx with a minimum speed of 3 mbps at each device shall be deployed to enable efficient communication. The points of connection include cameras, Integrated Command and Control Center (IC4) and Control and Monitoring Centre identified by the Police Department.

Some of the check-points that need to be adhered while installing/ commissioning of Network Bandwidth are as follows:

1. The SI shall provide detailed network architecture of the overall solution, incorporating findings of detailed site survey. The network so envisaged should be able to provide real

time data streams to the Command and Control Center. All the components of the technical network architecture should be of industry best standard and assist in ensuring that all the connectivity SLAs are adhered to during the O&M phase.

2. The SI is required to provide connectivity for all the components of project including the following:
  - a. Connectivity at locations with surveillance system, PA system and Emergency Call Box.
  - b. Telecom service provider will ensure end to end MPS VPN Connectivity between CCTV Camera, CSP and Surveillance Center. The connectivity should allow to occasional increase of bandwidth due to multicast at the time of Incident )
3. The actual bandwidth requirement to cater the bandwidth parameters and to meet SLAs would be calculated by the SI and the same shall be clearly proposed in the technical proposal with detail calculations. CSML also requires the SI to meet the parameters of video feed quality, security & performance and thus the Bidders should factor the same while designing the solution. CSML reserves the right to ask the SI to increase the bandwidth if the provided bandwidth is not sufficient to give the functionality of the system mentioned in the RFP and adhere to the SLAs.

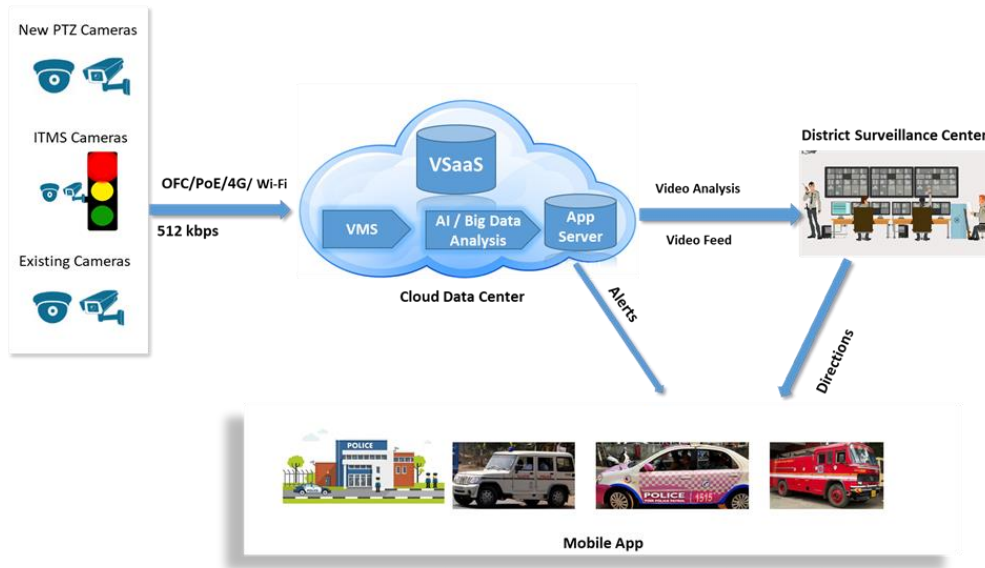
### **2.3.5. INTEGRATION OF THE EXISTING SURVEILLANCE CAMERAS IN THE CITY FOR VIDEO MANAGEMENT AND ANALYSIS.**

The Proposed VSaaS solution will integrate with the existing surveillance system which will be proved by the Kochi Police Department. With the existing Cameras in the city, the VSaaS solution should capture video feed from all the cameras and use big data analysis and AI to throw up alerts which will be based on rules that can be set up dynamically. The Proposed VSaaS solution also integrate the cameras which are proposed in ITMS projects under Smart City Mission and the existing surveillance system under Kochi Police Department

### **2.3.6. INTEGRATION OF VSAAS WITH FIELD UNITS (MPT, WOMEN PATROL, FIRE SERVICE, ETC.) USING MOBILE APP, GIS AND GPS FOR REAL TIME TRANSMISSION OF ALERTS, REPORTS AND VIDEO.**

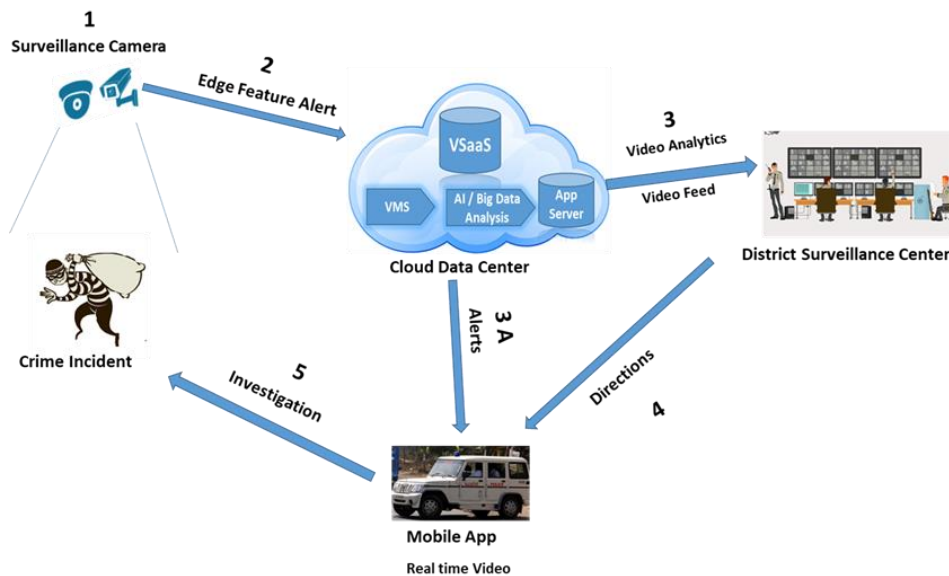
All actionable intelligence obtained by Surveillance Cameras should be analyzed and channelized to the respective mobile units of Police, fire, Women and child department. As per the GPS location of these units all information's including video images in real time will be controlled by District Control Centre. The District Control Centre should have facility to route this information to this field units based on requirement so that it is able to get information on real time in their mobiles or tablets. A mobile app will be developed which will be used by the field units for obtaining information and alerts directly (if required) from the Surveillance Cameras as per the control exercised by District Control Centre. A mobile app will be developed which will be used by the field units for obtaining information and alerts directly (if required) from the Surveillance Cameras as per the control exercised by District Control Centre. The Mobile app should also integrate with Nationwide Emergency Response System.

**Message Flow**



**Figure 2-1 ICSS- Message Flow**  
Source: PMC- Smart City

**Action Flow**



**Figure 2 1 ICSS- Action flow**  
Source: PMC- Smart City

**2.3.7. INTEGRATION WITH MOBILE DATA TERMINAL**

To Communicate with Centralize control system, the public transit vehicles or the emergency vehicles such as police cars use the computerized devices that is known as Mobile Data Terminal.

These Mobile data terminals are having an application to provide maps and information systems regarding geographic locations and other information relevant to the tasks and actions performed by the devices. The application used by MDTs will be integrated with the Intelligent City Surveillance System

### **2.3.8. FACE RECOGNITION SOFTWARE**

SI shall ensure that the face recognition software should be able to integrate with IP Video Cameras as required in the solution as per specification mentioned RFP and shall be able to identify multiple persons of interest in real-time/offline through leading-edge face recognition technology. The software shall be able to recognize subjects appearing simultaneously in multiple live video streams retrieved from IP surveillance cameras. The Facial recognition software should seamlessly be integrated to the video management system.

Compliance matrix has been given in Annexure- 10

### **2.3.9. FORENSIC ANALYSIS SOFTWARE**

SI shall ensure that the forensic software should be able to integrate with IP Video Cameras as required in the solution as per specification mentioned RFP and shall be able to analyze the video feed in real-time/offline through leading-edge forensic analysis technology. The software shall be able to extract and analyze the data from cloud storage. The Forensic analysis software should seamlessly be integrated to the video management system.

Compliance matrix has been given in Annexure- 10

### **2.3.10. EMERGENCY CALL BOX (PANIC BUTTON)-PUSH TO TALK**

The panic buttons will be integrated to Integrated Command control and Communication centre and will activate an alarm or an audible bell/siren. The alarm can be used to request emergency assistance from local security, police or emergency services

Compliance matrix has been given in Annexure- 10

### **2.3.11. PUBLIC ADDRESS SYSTEM**

The poles shall also house public Address system (PA system). PA system is an electronic sound amplification and distribution system with a microphone, amplifier and loudspeakers, used to allow a person to speak to a large public, for example for announcements of movements at large and noisy air and rail terminals or at a sports stadium.

These Public Address system shall be accessible from integrated command and control center and announcement can be controlled remotely for individual or multiple PAS system. 25 nos. of Public Address System shall be installed at strategic locations.

- The Public Address (PA) System shall be capable of addressing citizen at specific locations from command and control center.
- The system shall contain an IP based announcing control connected to the command and control center.

- PA system's master controller shall have function keys for selecting the single location, group of locations or all locations, simple operation on broadcasting to any terminal or separated zones.
- PA system's master controller should facilitate multiple MIC inputs and audio inputs.

Compliance matrix has been given in Annexure- 10

### **2.3.12. MOBILE APPLICATION**

A mobile app will be developed which will be used by the field units for obtaining information and alerts directly if required) from the Surveillance Cameras

Compliance matrix has been given in Annexure- 10

### **2.3.13. CAPACITY BUILDING AND TRAINING**

The SI is required to conduct a proper training need analysis of all the concerned staff and draw up a systematic training plan in line with the overall Project Plan. For all these training programs the SI has to provide necessary material and reference manuals (user/maintenance/ administration) along with training schedules for all phases. The training shall be held at various office/department locations as finalised by CSML/Kochi Police Department.

Trainings would be of two types for different phases of the Project:

#### **1. FUNCTIONAL TRAINING**

This training would focus on the use of the software of the various ICSS components so that the users are aware of all the operations and solutions. The training will be provided to the staff identified by CSML/Kochi Police Department.

#### **2. Administrative Training**

This training would focus on the administration of ICSS solutions and would be imparted to staff members identified by the CSML/Kochi Police Department.

### **2.3.14. INTEGRATION WITH COMMAND CONTROL AND COMMUNICATION CENTER (IC4)**

The SI shall provide open APIs / SDKs / web services and extend all necessary support for integration with city level Integrated Command Control and Communication Center and other external systems, during the contract period.

## **2.4. OTHER ACTIVITIES OF THE SI**

### **2.4.1. SITE OBLIGATION AND OTHER GENERAL PROVISION**

#### **2.4.1.1 SURVEY AND COMMENCEMENT OF WORK**

Prior to starting the site clearance, the SI shall carry out survey of field locations as specified in for buildings, structures, fences, trees, existing installations, etc. The CSML shall be fully informed of the results of the survey and the amount and extent of the demolition if any and site clearance shall then be agreed with the CSML. All utilities survey have to be completed before the commencement of work. Detailed utilities survey report should be included in the inception report.

#### **2.4.1.2 ROAD SIGN**

All existing road signs which are likely to be effected by the works are to be carefully taken down and stored. Signs to be re-commissioned shall be cleaned, provided with new fixings where

necessary and the posts re-painted in accordance with CSML guidelines. Road signs, street name plate, etc. damaged by the Project SI during their operation shall be repaired or replaced by Project SI at no additional cost.

#### **2.4.1.3 ELECTRICAL WORKS AND POWER SUPPLY**

The Project SI shall directly interact with Kerala State electricity boards for provision of mains power supply at all project locations. The recurring electricity charges will be paid by SI as per actual consumption and submit the bills to CSML for reimbursement. The SI shall be responsible to submit the electricity bill including connection charge, meter charge etc. to the electricity board directly. The electricity connection will be in the name of Kochi Police Department

#### **2.4.1.4 LIGHTNING PROTECTION MEASURES**

The Project SI shall comply with lightning-protection and anti -interference measures for system structure, equipment type selection, equipment earthing, power, signal cables laying. The Project SI shall describe the planned lightning-protection and anti -interference measures in the Inception report.

Corresponding lightning arrester shall be erected for the entrance cables of power line, video line, data transmission cables. All crates shall have firm, durable shell. Shell shall have dustproof, anti-fouling, waterproof function & should be capable to bear certain mechanical external force.

Signal separation of low and high frequency; equipment's protective field shall be connected with its own public equal power bodies; small size/equipment signal lightning arrester shall be erected before the earthing. The Internal Surge Protection Device for Data Line Protection shall be selected as per zone of protection described in IEC 62305, 61643-11/12/21, 60364- 4/5. Data line protection shall be used for security system, server data path and other communication equipment.

#### **2.4.1.5 EARTHING SYSTEM**

All electrical components are to be earthen by connecting two earth tapes/ strips to earthing system as per IS 3043:1987 amended 2006.

The cable will be earthed through the cable glands. The entire applicable IT infrastructure i.e. junction boxes, poles shall have adequate earthing as per standards.

Suitable size of copper strips/ wires and copper plated earth electrodes shall be used for earthing the electronic system for long life

#### **2.4.1.6 SURGE PROTECTORS**

All cameras, electronics system has internal surge protector of min 2 KV rating and shall have external surge protectors as per requirements and as per ANSI C 136.2.2014 or as per BS EN 61643-21

- Combination protection device Data cable protection devices for coaxial and IP-camera systems
- Protection of power and data interfaces in a single device
- In aluminium housing
- Simple mounting with adapter plug
- Two-stage protection circuit



- Two-pole power connection for the power interface
- Screw less terminal and BNC connection for the data and video interface
- With remote signaling (RS) and LED operation display
- Including hat rail fastening set Application: Protection of CCTV, video signals; (IP) cameras

#### **2.4.1.7 JUNCTION BOX, POLES & CANTILEVER**

1. The successful SI shall provide the junction boxes, cables, poles and cantilever to mount the field devices like the Cameras, Public Address System, Emergency Call Box , active network components, UPS and other equipment (if required), at all field locations, as per the specifications given in the RFP.
2. The Junction Box needs to be appropriately sized in-order to accommodate the systems envisaged at the Junctions and the SI should design the Junction box for 1.5 times of the actual size the SI requires for utilization under the Intelligent City Surveillance System project.
3. The additional 50% space in the Junction Box shall be available to CSML/Police Department accommodate any future requirements.
4. The Junction Box for UPS with Battery bank needs to be considered separately.
5. The junction box should be designed in a way that, separate compartment will be available for separate system. Each compartment shall have lock & key facility.
6. The junction boxes, gantries, poles and cantilevers will be aesthetically designed.
7. SI shall submit the third party certification for materials used, manufacturing procedures and ingress protection class as per approved drawing and specifications as mentioned in the RFP for the Poles, cantilever, and Outdoor Junction box.

#### **2.4.1.7 CABLING INFRASTRUCTURE**

1. The successful SI shall provide standardized cabling for all devices and subsystems in the field.
2. Cable length shall be as per requirements
3. SI shall ensure the installation of all necessary cables and connectors between the field devices, outstation junction box, for pole mounted field devices the cables shall be routed down the inside of the pole and through underground duct to the outstation cabinet.
4. All cables shall be provided with cable tag and clearly labelled with indelible indications that can clearly be identified by maintenance personnel. The proposed cables shall meet the specifications and standards.
5. Cabling must be carried out as per relevant BIS standards. All cabling shall be documented in a cable plan by the SI.
6. Cable loop shall be provided at each end for future terminations and shall be as per standards.

7. Cable shall be laid and proposed dressed and glanding of armoured cable shall be done using double compression cable glands. Cable terminations shall be using cable lugs with ferrules for core identification.
8. Armour of the cable shall be earthed properly.
9. Underground cabling shall be routed through GI pipes of suitable size at atleast 75 cm below the ground.

a) **CAT 6 Cable**

Cat 6 UTP data cable shall consists of 4 pair PE insulates 24 AWG solid annealed bare copper conductors, PE cross separator, Rip cord and HDPE outer sheath.

The structure cable shall be suitable for Gigabyte ether net applications and compatible with all known connection system, ideal for high performance workstation application including voice and data system, digital video and broad band and voice over internet protocol etc.

Shall meet – requirements of TIA/EIA 568 C.2 (category 6) & ISO / IEC 11801 Ed 2.2 (class E)

Cable characterized up to 250 MHz,

Suitable for outdoor above ground applications

Cat 6 UTP Cable with 4 Twisted Pairs, covered with PVC Sheath, Confront to standards of ISO/IEC 11801 Ed. 2.0, EN 50173-1 and TIA/EIA 568C or equivalent, should have a fire rating of Fire rating : IEC 60332-1-2, EN 60332-1-2 or higher, should support PoE and PoE+ application, made of 24 AWG Copper. Should comply with ISO 14025.

**Properties**

- Construction - rugged double sheath construction
- RoHS compliant
- Conductor – 24 AWG solid bare copper conductor
- Insulation – High Density Poly ethylene, min dia 0.9 +-0.03 mm
- Pairs – Two insulated conductors twisted together to form pair, lay <- 30 mm
- Twisting – 4 pairs laid together and separated by cross element
- Sheath – HDPE, thickness 0.5 mm min
- Colour – Grey or as approved
- Overall cable dia – 5.8 +-0.3 mm
- Colour code - as per standards
- Cable marking medium – inject printing in contrasting colour on the cable surface at every meter.

**Electrical characteristics**

- Conductor resistance @ 20 deg C – max 93.8 ohm/km
- Conductor resistance unbalance – max 5 %
- Mutual capacitance @ 1 KHz – max 56 nF/ KM
- Insulation resistance – min 5000 M ohm. Km
- Dielectric strength - 1KV RMs for 1 sec
- Capacitance at earth unbalance – max 3300 pF/km

- Propagation delay @ 1, 10,100, 250 MHz- Max in the range of 500 ns/100 m
- Propagation delay skew 1-250 MHz – Max 45 ns/100 m
- Nominal velocity propagation – shall be specified
- Rate voltage – 150 VAC
- Characteristic impedance (10 250 MHz) = in the range 100 +-15 ohm
- Transmission characteristics – as per standard

#### **Mechanical Properties**

- Bending Radius = 8 X overall dia (min)
- Breaking strength – 400 N (max)
- Thermal Characteristics range - -20 Deg C to + 70 deg C
- Standard packing length – 250 – 300 m in wooden drum or as approved.

#### **b) POWER CABLE**

- 3CX2.5 Sq.mm stranded copper conductor PVC insulated and PVC sheathed flexible FRLS cable.
- 6CX2.5 sq.mm stranded copper conductor PVC insulated and PVC sheathed Armoured FRLS cable
- 12CX2.5 sq.mm stranded copper conductor PVC insulated and PVC sheathed Armoured FRLS cable
- Specifications: IS: 1554 (1) – 1988
- Voltage grade: 1.1 KV

#### **2.4.1.9 CIVIL WORKS**

The civil work for installing, IP Camera, Emergency Call Box, Public Address System. Poles and Outdoor Junction Box, Power supply and Power of Ethernet Cable, OFC etc. shall be in scope of the SI.

#### **2.4.2. SUPPLY, INSTALLATION & COMMISSIONING OF FIELD EQUIPMENT**

The Scope includes Supply, Installation, Commissioning and Customization (as required) of various field systems comprising, Surveillance System, PA system, Emergency call box, IT and Not IT infrastructure required for successful operation of the Intelligent City Surveillance System. Based on the System Design, the Project SI will undertake the system configuration and customization in line with the changed, improved or specific requirements of CSML and Kochi Police department including:

1. The implementation methodology and approach must be based on the global good practices in-order to meet the defined Service Levels during the operation.
2. The major functionalities for each sub- system of ICSS have been defined. However, SI should not limit its offerings to the functionalities proposed in this RFP and may to propose any functionality over and above what has already been given in this tender.
3. The SI shall design the field level equipment architecture to ensure maximum optimization of Poles, cameras, network equipment, cantilever, mounting infrastructures, power supply equipment including, electric meters and Outdoor Junction box.
4. The SI shall submit the construction designs of foundation for fixing the poles, Outdoor Junction box etc as mentioned in this RFP for approval by the designated authority.

5. The SI shall be required to submit a detailed installation report post installation of all the equipment at approved locations. The report shall be utilized during the acceptance testing period of the project to verify the actual quantity of the equipment supplied and commissioned under the project.
6. The SI shall be responsible for obtaining all permits and approvals necessary to install Poles, Camera, PA system, ECB system and Junction box as per the approved design from different stockholders.
7. The Project SI shall have to take approval from CSML for schematic drawing of junction box, pole or any fabrication work.
8. The SI shall be responsible for clearing the debris from site as per standard.

## 2.5. USER ACCEPTANCE TESTING

The user acceptance shall cover 100% of the Project, after successful testing by the CSML and Kochi Police Department. A User Acceptance Test Certificate (UAT) shall be issued by CSML to the SI.

Prerequisite for Carrying out UAT activity

1. Detailed test plan shall be developed by the SI and approved by CSML. This shall be submitted by SI before UAT activity to be carried out.
2. All documentation related to ICSS Project and relevant acceptance test document (including IT Components, Non IT Components etc.) should be completed & submitted before the final acceptance test to the CSML.
3. The training and handholding requirements as mentioned should be completed before the final acceptance test
4. Successful hosting of VMS on the Cloud and all other software solution mentioned in this RFP.
5. For both IT & Non-IT equipment's / software manuals / Data Sheets / CD/ DVD / media for all the supplied components under ICSS project.

### The UAT should include following:

1. All the Software solution and storage of the video feed must be hosted on the cloud as per the specification mentioned in the RFP
2. All hardware items must be installed at respective sites as per the specification mentioned in the RFP.
3. Availability of all the defined services shall be verified.
4. The SI shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.
5. The SI shall arrange the test equipment required for performance verification, and will also provide documented test results.
6. The SI shall be responsible for the security audit of the established ICSS system to be carried out by a certified third party as agreed by CSML.

Any delay by the SI in the User Acceptance Testing shall render SI liable to the imposition of appropriate

Penalties. However, delays identified beyond the control of SI shall be considered appropriately and as per mutual agreement between CSML and SI.

## 2.6. SYSTEM DOCUMENTS AND USER MANUAL

The SI shall provide documentation, which follows the ITIL (Information Technology Infrastructure Library) standards or IEEE/ISO Acceptable Documentation Standards. This documentation should be submitted as the project undergoes various stages of implementation and provide all traceability documentation on changes done on the IT components during the course of the implementation of the solution.

Indicative list of documents but not limited to

1. Inception report: Detailed Project Plan should provide at micro level activities with milestones & deadlines.
2. Delivery of Material: Original Manuals from OEMs.
3. Training: Training Material should include the presentations used for trainings and also the required relevant documents for the topics being covered.
4. User Manuals: It shall include user manual for all the components mentioned in this RFP.
5. Process Documentation: The SI shall be responsible for preparing process documentation related to the operation and maintenance of each and every component of the ICSS Project. The prepared process document shall be formally signed off by CSML before completion of user acceptance test.
  - a. The SI shall document all the installation and commissioning procedures and provide the same to the CSML within one week of the commissioning of ICSS Project.
  - b. The SI shall submit a complete set of Single Line diagram, a complete cabling system layout (as installed), including cable routing, telecommunication closets and telecommunication outlet/ connector designations. The layout shall detail locations of all components and indicate all wiring pathways.
  - c. Manuals for configuring of switches, routers, Emergency Call Box, Public Address System etc. shall be provided by the SI.
  - d. The SI shall be responsible for documenting configuration of all devices and keeping back up of all configuration files, so as to enable quick recovery in case of failure of devices.

# 3. General Conditions of Contract (GCC)

### **3. General Conditions of Contract (GCC)**

#### **3.1. General Conditions**

##### **3.1.1 DEFINITION AND ABBREVIATIONS**

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- i) "Services" means services to be provided as per the requirement mentioned in the scope of work
- ii) "CSML" refers Cochin Smart Mission Limited
- iii) "Noncompliance" means failure/refusal to comply the terms and Conditions of the tender;
- iv) "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD.
- v) "Bid" means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof. Wherever "Tender" / "RFP" word is used, it shall mean the same as "Bid".
- vi) "Bidder" means an applicant / Supplier / Contractor / Service provider /System Integrator who has submitted the Bid as per notice inviting tender of this RFP document.
- vii) "Bid Security" or "Earnest Money Deposit" or "EMD" shall have the same meaning
- viii) "Bid Process" means the process of selection of the Service Provider through competitive bidding and includes release of this RFP document, submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
- ix) "Effective Date" shall mean the date on which the Contract Agreement is concluded
- x) e-tender website / e-tender portal / e- Government Procurement (e-GP) Website means <https://etenders.kerala.gov.in>
- xi) "Letter of Acceptance" or "LOA" means the letter or memorandum communicating to the Successful Bidder on the acceptance of its Bid.
- xii) RFP Document or "RFP" shall mean this RFP document and shall include any addendum(s) issued thereto.

- xiii) "Successful Bidder" shall mean the Bidder, whose Bid is evaluated as the most competitive following the bid evaluation process as set forth in this RFP Document and to whom a Letter of Acceptance is issued subsequently.

## DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

- i) "**Acceptance of Tender**" means the letter or memorandum communicating to the Contractor the acceptance of his tender.
- ii) "**Authority**" Cochin Smart City Limited (CSML) or any other stakeholders being part of the project like Kerala Police Department
- iii) "**Acceptance of System**" The system including the hardware, software, solution or any deliverable shall be considered to have been accepted by designated authority, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work as laid down in the RFP have been successfully executed and completed by the SI to the satisfaction of designated authority and the designated authority has indicated its acceptance by signing the Acceptance Certificate. Deliverable like hardware/software/servers would be approved by CSML.
- iv) "**Acceptance Certificate**" - means that document issued by the designated authority signifying Acceptance of hardware, software, solution, or any other deliverable pursuant to the successful completion of the acceptance test of the System.
- v) "**Applicable Law(s)**" Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
- vi) "**Bidder**" shall mean organization/ consortium submitting the proposal in response to this RFP.
- vii) "**SI**" or "Lead Bidder" means the bidder including the consortium that is selected by the designated authority at the end of this RFP process and shall be deemed to include the SI's successors, representatives (approved by the designated authority), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract. The word SI when used in the pre-award period shall be synonymous with parties bidding against this RFP.
- viii) "**Cloud Service Provider**" means an entity responsible to provide cloud based DC, DR and network services infrastructure business services and computing solutions.



- ix) **"Commercial Off-The-Shelf (COTS)"** refers to software products that are ready-made and available for sale, lease, or license to the general public.
- x) **'Confidential Information'** means all information including any information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of designated authority which is disclosed to or otherwise learned by SI in the course of or in connection with the Contract but does not include information which is available lawfully in the public domain.
- xi) **"Contract"** means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexures particulars and the other conditions specified in the acceptance of tender, and amendments.
- xii) **"Contract Agreement"** means the Contract entered into by the parties and includes the RFP, the Proposal, the Letter of Award issued by the designated authority, the acceptance of Letter of Award from the SI together with all Annexures, Schedules, referenced documents and all amendments, corrigendum, addendums and changes thereto.
- xiii) **"Contract Value"** means the amount quoted by the SI in its commercial bid / financial proposal.
- xiv) **"Consignee"** means where the equipment / product are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination.
- xv) **"Consortium"** means ..... and ..... entering into the Contract with the designated authority and includes their respective successors and assignees.
- xvi) **The "Supplier / Contractor / Bidder /Tenderer"** means the person, firm or company with whom the order of the supply is placed / participated / intend to participate in the tender.
- xvii) **"Drawing"** means the drawing or drawings specified in or annexed to the specification including GFC.
- xviii) **"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- xix) **"Delivery of Goods"**- shall be deemed to have completed when the delivery of all the Goods under the proposed bill of material has reached the respective designated sites or locations wherein the delivery, installation, integration, management and maintenance services as specified under the Scope of Work are to be carried out for the purpose of this

RFP / Contract and has been duly acknowledged by the designated authority's representative.

- xx) **"Effective Date"** means the date on which LoI is issued by designated authority. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- xxi) **"Equipment / product / goods"** means the goods in the contract, which the Contractor has agreed to supply under the contract;
- xxii) **"Facilities"** means the Equipment to be supplied and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.
- xxiii) **"Goods"** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items includes their user manuals, technical manuals, operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related) and all its modifications which SI is required to supply, install and maintain under the contract.
- xxiv) **"Go- Live"** means commissioning and acceptance of ICSS at the location mentioned in the RFP, installation and commencement of all smart city components, including training as per Scope of Work mentioned in RFP. Bidder should have the approval from the designated authority for user acceptance testing.
- xxv) **"Integrated Command and Control Center"** means the integrated/centralized operation center to implement holistic and integrated solution for multiple (existing and future) IT initiative for the designated authority. The IT initiative may be of any department for example whether it is safe city (CCTV surveillance) and DIAL 100 of police department, DIAL 108 of health department or network of Municipal Corporation. The end objective of establishing ICCCC is to drive the actions by designated authority on behalf of all the departments for city operations.
- xxvi) **The "Inspecting Officer" means the person/team of CSML specified in due course of time for the** purpose of inspection of equipment / product and includes his/their authorized representatives.  
"Particulars" include:-  
  
Specifications  
  
Drawings  
  
"Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;
- xxvii) **"Inspection Test"** means such test or tests as are prescribed by the specifications to be made by the Purchaser / Employer or his nominee during delivery of product & installation, and commissioning.

xxviii) **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

xxix) **"SI's Team"** means SI who along with all of its Consortium Members who have to provide Goods & Services to the designated authority under the scope of this Contract

This definition shall also include any and/or all of the employees of SI, Consortium Members, authorized service providers/ partners and representatives or other personnel employed or engaged either directly or indirectly by SI for the purposes of this Contract.

xxx) **"Purchase Officer"** means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser / Employer;

xxxi) **The "Purchaser / Employer"** means Cochin Smart Mission Limited (CSML). "Purchaser / Employer" means the person named as such in the Tender Document and includes the legal successors or permitted assigns of the Purchaser / Employer.

xxxii) **"Purchase Order"** means the purchase order(s) issued from time to time by the designated authority to the SI to provide Goods and Services as per the terms and conditions of this Contract.

xxxiii) **"Replacement Service Provider"** means the organization replacing SI in case of contract termination for any reasons

xxxiv) **"Scope of Work"** means all Goods and Services, and any other deliverables as required to be provided by the SI under the RFP.

xxxv) **"SPV"** means special Purpose Vehicles designed and established to lead smart city project for Cochin City. They will be responsible for supervising monitoring and driving the implementation of command and control center and its integration with necessary services.

xxxvi) **"Services"** means the work to be performed by the agency pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the RFP.

xxxvii) **Service Level(s)'** means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in the RFP; 'SLA' or 'Service Level Agreement' means the service level agreement specified in the RFP;

- xxxviii) '**Service Specifications**' means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the RFP and the Contract, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the SI to meet the design criteria.
- xxxix) "**Sub-Contractor**" shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the designated authority and the heirs, legal representatives, successors and assignees of such person.
- xl) '**System**' means integrated system/solution emerging out of all the Goods indicated in the Scope of Work and covered under the scope of each Purchase Order issued by the designated authority.
- xli) "**Signed**" includes stamped, except in the case of acceptance of tender or any amendment thereof;
- xlii) "**Site**" mean the Locations as specified in the technical specifications/ scope of work at which equipment / product is required to be delivered /installed / operated / maintained by the Contractor under the contract or any other place approved by the Purchaser / Employer for the purpose in Kochi
- xliii) "**Test**" means such test as is prescribed by the particulars or considered necessary by the CSML whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- xliv) '**Timelines**' means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP;
- xlv) "**Work**" means all the work specified or set forth and required in and by the said specifications, drawings and "technical Specifications / schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and technical Specifications / "Schedule of Requirements").
- xlvi) The delivery of the equipment shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from CSML /its representatives the consignee
- xlvii) "**Writing**" or "Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.

xlvi) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, or the General Clauses act, 1897 as the case may be.

xlix) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.

### 3.1.2 CONTRACT DOCUMENTS:

Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

### 3.1.3 SEVEREABILITY:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 3.1.4 CONTRACTOR'S RESPONSIBILITIES

- a) The Contractor / Bidder shall design, manufacture, deliver, supply, install, testing, trial run and commissioning and carry out defect liability period (DLP) including **Operation & Maintenance for 3 years (including associated purchases)** with due care and diligence in accordance with the Contract
- b) The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser / Employer; The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- c) The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser / Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

### 3.1.5 CONFIDENTIAL INFORMATION

- 1) The Purchaser / Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
- 2) The Contractor shall not use such documents, data and other information received from the Purchaser / Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

### 3.1.6 CONTRACT

- 1) This contract is for the design, supply, install, testing, trial run and commissioning and carry out defect liability period (DLP) including Operation and Maintenance for 3 years (including associated purchases) including support during defects liability period and guarantee period of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. All equipment must be brand new and unused. Unpacking/seal opening has to be done in presence of CSML/authorized representatives.
- 2) The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Purchaser / Employer or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the work / equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

### 3.1.7 PERFORMANCE BANK GUARANTEE

The successful bidder shall furnish a Performance Bank Guarantee (PBG) valid up to the completion of the period of 'Go- Live' / Commercial Operation Date (COD) + 38 months for the project from a Scheduled Commercial Bank, payable at a designated bank branch located in Kochi within 15 days from the receipt of LOA/ purchase order of the tender for an amount equivalent to 10% of the value of the Contract indicated in LOA.

The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period

The Performance Security is to ensure due performance of all obligations of the Service Provider under the Contract against an event of default by the Service Provider and/ or any Material Breach of its obligations there under.

The Purchaser / Employer shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contract in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser / Employer shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Purchaser / Employer may suffer.

### 3.1.8 TAXES AND DUTIES

- 1) The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.
- 2) In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax, Goods &

Service Tax or any other Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the Purchaser / Employer.

### 3.1.9 DELIVERY

The Contractor shall be required by the Purchaser / Employer to deliver the work / equipment at Kochi site locations as per Technical Specifications, the quantities of the work / equipment detailed therein shall be delivered not later than the dates specified in the delivery schedule. The delivery will not be deemed to be complete until and unless the work / equipment is inspected and accepted by the Inspecting Officer/team of CSML or its representatives

The bidder has to quote for all the equipment / product as per the schedule of requirement. Transit Insurance to be taken by the applicant.

**Notification of delivery:** Notification of delivery and dispatch in regard to each and every installment shall be made to the Purchaser / Employer immediately on dispatch and delivery. The tracking number of transport mode along with necessary details for tracking of the dispatched equipment's needs to be communicated to the Purchaser / Employer on every dispatch.

**Time for delivery: the essence of the contract** The time and date specified in the contract or as extended for the delivery of the Equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified or extended by Purchaser / Employer.

**Progress of Deliveries** The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser / Employer for the purpose of ascertaining the progress of the deliveries under the contract.

**Extension of Time for Delivery** The Purchaser / Employer may extend the timeline for delivery of equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of Purchaser / Employer. The price quoted shall remain same even in case of extended delivery time line.

### 3.1.10 FAILURE AND TERMINATION

If the contractor fails to deliver the work / equipment or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser / Employer may without prejudice to his other rights:- Recover from the Contractor as a penalty a sum equivalent to 0.5 % value of total LOA / purchase order (contract value) per week subject to maximum of 10%, after which contract will be deemed as cancelled & PBG will be encashed by the Purchaser / Employer.

### 3.1.11 CONSEQUENCES OF REJECTION

If on inspection of the work / equipment at site, are found to be not matching the requirement of Purchaser / Employer as mentioned in the tender document and are being rejected by the Inspecting Officer/team of CSML or its representatives, the Contractor would be required to make satisfactory supplies of brand new and unused equipment meeting the requirement as mentioned in the tender document within the stipulated period of delivery.

#### Removal of rejected consignment

- i) On rejection of any consignment unit of product submitted for inspection at a place other than the premises of the Contractor, such consignment shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation of such rejection.
- ii) All rejected equipment shall in any event and circumstances remain and always are at the risk of the Contractor immediately on such rejection. If such equipment are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/CSML representatives or its authorized personnel may remove the rejected equipment .The Purchaser / Employer shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected equipment after the expiry of the time-limit mentioned above. <sup>[SEP]</sup>

### 3.1.12 PACKING AND MARKING

**Packing:** The Contractor shall pack at his own cost the equipment sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage on arrival at their destination locations as specified in the purchase order. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use.

<sup>[SEP]</sup>Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price.


<sup>[SEP]</sup>Each packages shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.

In addition to the marking as specified above, distinguish color marks should be given so as to distinguish the ultimate Consignees in India

Before any equipment is dispatched from manufacturer's works it shall be property prepared and packed and the Supplier shall give the Purchaser at least fourteen days' notice that these preparations are to commence. Prior to dispatch all equipment shall be adequately protected by painting or by other approved means for the whole period of transit, storage against corrosion incidental damage, including the effects of vermin, sunlight, rain, high temperatures and humid atmospheres. The Supplier shall be responsible for the equipment being so packed and/ or protected as ensure that it reaches the Site intact and undamaged. The equipment shall be suitable for storage including possible delays in transit. The Supplier



shall be deemed to have included in the price schedule for all materials and packing cases necessary for the safe package conveyance and delivery of the equipment. The flanges, valves and fitting shall be protected by wooden discs attached by means of service bolts (which shall not be used at Site) or by other approved means. The sleeves, flanges of flexible couplings shall be bundled by wire. Cases containing rubber rings, bolts and other small items shall not normally weigh more than 50 kg. Gross per case. All spare parts shall be packed for long storage under the climate conditions prevailing at the Site. Each spare part shall be clearly marked or labeled on the outside of its packing with its description, number and purpose and when more than one spare is packed in a single case or other container, a general description of its contents shall be shown on the outside of such case or container and a detail list shall be enclosed. All cases, containers and other packages shall be marked and numbered in approved manner for the purpose of identification. All cases, containers or other packages are liable to be opened for such examination as the Purchaser may require and packing shall be designed to facilitate opening and repacking thereafter. All items shall be clearly marked for identification against the packing list. Every crate or package shall contain a packing list in a water proof envelope and a duplicate copy of the packing list shall be sent by the post to the Purchaser at site. All crates, packages, etc shall be clearly marked with a water proof material to show the weight and where the slinks should be attached, and shall also have and an indelible identification mark relating them to the packing list.

**Marking:** The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: -  The following particulars should be stenciled with indelible paint on all the materials/packages:

- a. Contract No.
- b. Purchaser / Employer Name & logo.

### 3.1.13 CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser / Employer, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

### 3.1.14 RESPONSIBILITY FOR COMPLETENESS

Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor / Supplier without extra charge, and the equipment must meet the operational requirement if any at the place of delivery.

The assigned scope of work shall be performed as specified in the Purchase order / LOA/ Contract

All the charges incurred towards man-powers, materials, transportation, making the equipment etc. at the place of delivery shall be borne by the successful bidder.

### **3.1.15 INDEMNITY**

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser / Employer against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against Purchaser / Employer, the Purchaser / Employer shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser / Employer whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

### **3.1.16 CORRUPT PRACTICES**

The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser / Employer or working under the orders of the Purchaser / Employer any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser / Employer or Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Purchaser / Employer or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser / Employer to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 3.1.10.

### **3.1.17 INSOLVENCY AND BREACH OF CONTRACT**

The Purchaser / Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:

- a) If the Contractor being an individual or a firm: - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his

- estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
  - c) If the contractor commits any breach of the contract not herein specifically provided for.
  - d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser / Employer and provided also the Contractor shall be liable to pay to the Purchaser / Employer any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.

**3.1.18 LAWS GOVERNING THE CONTRACT**

This contract shall be governed by the Laws of India for the time being in force.

Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

**3.2. Project Implementation Schedule and Deliverables**

The project milestone for deliverables to the satisfaction of AUTHORITY is as follows:

**ICSS: Project Implementation Timelines**

**T=Date of issue of LOA**

**A) Procurement and Installation of Surveillance Cameras, Emergency Call Box and Public Address System**

No	Deliverables	Timelines
1	Inception Report including Design of, Network layout, camera lay out in the city including ECB and Public Address System, Datasheet of all the components	T+20 Days
2	Inception report for all IT components (except, Camera, ECB, PAS) and Non IT Components including site and utility survey, drawings, datasheet, Third party certification etc.	T+20 days
3	Procurement and Installation of all IT(except, Camera, ECB, PAS) and Non IT components including civil and electrical works	T+90 days
4	Procurement and Installation of the Surveillance Cameras and ECB and Public Address System	T+105 Days
5	Integration of the Surveillance Cameras with the Video Management Solution on a plug and play model.	T+ 120 Days

**B) Installation and configuration of VSaaS( VMS, Video Analytics, App server, etc) , Emergency Call Box and Public Address System**

Sl. No	Deliverables	Timelines
1	Inception Report along with FRS/SRS for VMS and Video Analytics solution and other applications as mentioned in the RFP.	T + 30 Days
2	Readiness of Cloud based DC and DR to host the applications as specified in the RFP.	T + 30 Days
3	Installation and configuration of the VSaaS solution	T + 45 Days
4	Configuration of the surveillance camera with VMS	T + 120 Days
5	Installation of App Server and development of mobile App for field units	T + 120 Days
6	Integration of the district surveillance centre and command and control centre to the VSaaS	T + 120 Days
7	Integration of Emergency Call Box and Public Address System to the Command, Control and Communication Center	T+120 Days
8	Integration of the field units to the VSaaS using mobile App	T + 120 Days
9	Training, Testing and Hand holding	T + 150 Days
10	Completion of Integration with UAT sign off.	T + 165 Days
11	Go Live – Surveillance cameras, VSaaS, District Surveillance Centre, Field units, etc.	T + 180 Days

**C) Operations & Maintenance**

The O&M phase will commence from the date of “Go-Live” of ICSS. The Operation & Maintenance phase will be for a period of 3 years from the date of “Go Live”.

If the performance of the SI is up to the satisfaction of employer, the O&M period may further be extended by the competent authority.

During the O&M period, the authority may ask bidder or any other party to supply & install additional compatible cameras. The bidder will be responsible to integrate such extra camera with ICSS.

The O&M cost for such additional cameras shall be paid by the authority on pro-rata basis.

Sl. No	Deliverables	Timelines
1	Monthly Progress Report	Every Month after Go-Live of VSaaS and Smart Element
2	Quarterly Progress Report	Every Quarter after Go-Live of VSaaS and Smart Element

**3.3. Confidential Information**

- a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or

other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

### **3.4. Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

### **3.5. Force Majeure**

- a) The Successful Bidder shall not be liable for termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of AUTHORITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify AUTHORITY in writing of such condition and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.6. Settlement of Disputes**

- 1)** Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

**2) Arbitration:**

In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.

- 1)** *In case of any disputes arising between the Purchaser / Employer and the bidder, the matter will be referred to the Arbitrator solely appointed by CEO, CSML. All the decisions*

*made by the Arbitrator shall be final and binding to both the parties.*

- 2) *Arbitration proceedings shall be held in Kochi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English*
- 3) **Cost of Arbitration:** The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.
- 4) **Jurisdiction of Courts:** Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of courts in Kochi.
- 5) **Suspension of Work on Account of Arbitration: There should be no impact on the ongoing supply, requirement of equipment purchased in case the matter is referred to Arbitration.**

### 3.7. Extensions of Time

- 1) If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify AUTHORITY in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, AUTHORITY shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
- 2) Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in AUTHORITY, unless an extension of time is agreed mutually.

### 3.8. Termination

- 1) AUTHORITY may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 3.8 .In such an occurrence, AUTHORITY shall give a not less than 30 days' written notice of termination to the Successful Bidder.
- 2) If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as AUTHORITY may have subsequently approved in writing.
- 3) If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- 4) If, in the judgment of AUTHORITY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 5) If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- 6) If the Successful Bidder submits to the AUTHORITY a false statement which has a material effect on the rights, obligations or interests of AUTHORITY.
- 7) If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AUTHORITY.
- 8) If the Successful Bidder fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which

shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.

- 9) If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- 10) If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 11) In the event AUTHORITY terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, AUTHORITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to AUTHORITY for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

### **3.9. Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 3.8, the AUTHORITY shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1), (2), (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the AUTHORITY. Applicable under such circumstances, upon termination, the AUTHORITY may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to AUTHORITY within 30 days of termination date.

### **3.10. Assignment**

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, AUTHORITY, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

### **3.11. Other Conditions**

- a) The Successful Bidder should comply with all applicable laws and rules of Government of India / Government of Kerala/ULB.
- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.
- c) Chief Executive Officer, CSML reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

### Risk Purchase

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CHIEF EXECUTIVE OFFICER, CSML reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

### 3.12.Limitation of Liability:

Limitation of Contractor’s Liability towards the Authority:

- a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- b) Except in case of gross negligence or willful misconduct on the part of bidder or on the part of any person or company acting on behalf of bidder in carrying out the Services,

Bidder, with respect to damage caused by Bidder to CSML / KMC /Authority’s property, shall not be liable to Authority / CSML / KMC:

- i) for any indirect or consequential loss or damage; and
- ii) For any direct loss or damage that exceeds the total payments payable under the Contract to bidder hereunder,

This limitation of liability shall not affect Bidders liability, if any, for damage to Third Parties caused by BIDDER or any person or company acting on behalf of BIDDER in carrying out the Services or any obligation of the Licensee to indemnify the Authority with respect to intellectual property rights infringement claims.

### 3.13.PAYMENT SCHEDULE

ICSS: Project Payment Schedule

SI No	Item Description	Payment Schedule-% of the Corresponding item Value provided in contract	
<b>1.</b>	<b>Capital Cost</b>		
<b>1.01</b>	Supply, Installation and commissioning of CCTV camera PTZ camera & Fixed Camera), emergency call box, Public address system as per specifications as mentioned in RFP and connected Annexures.	Inception Report	5%
		Supply of equipment to the site & submission of invoices, Insurance and third party inspection certification.	40%
		After completing installation of camera as per specification	45%
		After completion of one year after Go-Live subject to submission of approved Performance certificate.	10%
<b>1.02</b>	Procurement of commercially Off the Shelf (COTS) Video Surveillance as a service (VSAAS) platform including VMS capable of integrating up to 5000 cameras	Inception Report	10%
		SRS/FRS for VSAAS and Other Application, Readiness of Cloud based DC and DR	20%



SI No	Item Description	Payment Schedule-% of the Corresponding item Value provided in contract	
	along with requisite one time licenses fee hosted on a Ministry of IT (MeitY) empaneled Tier III Cloud Service Provider (CSP) including Forensic analysis Software and Facial recognition Software with requisite one time license fee.	UAT and Go- Live (Integration with VSaaS, Mobile App Camera and Command Center)	70%
1.03	Development of Mobile APP for the use by police, Mobile Unit of the Police and District Surveillance center integrated with Video Management system and other Video Analytics	Inception Report	10%
		SRS/FRS and Deployment of APP Server	20%
		Integration of the field units to the VSaaS using mobile App	20%
		UAT and GO – Live	50%
1.04	Supply Installation and Commission of all IT and Non IT Components as specified in RFP including all Civil and Electrical Work	Submission of Inception reports including structural drawing of Poles cantilever foundation & Outdoor Junction Box and Data sheet for all IT Components as per specification mentioned in the RFP	10%
		Supply of equipment to the site & submission of invoices, Insurance and third party inspection certification for all IT Components as per specification mentioned in RFP	15%
		Supply of equipment to the site & submission of invoices, Insurance and third party inspection certification for all Non IT Components as per specification mentioned in RFP	15%
		Completion of all Civil works and Electrical works, Installation of all IT and Non IT Components as per specification mentioned in RFP including Certification for Civil and electrical work from the Respective Authority.	50%
		After Completion of one year of GO-Live of ICSS	10%
1.05	Training and Handholding as per scope of work as mentioned in RFPs and Connected Annexure	On 100% completion of Training and hand holding activities – 100%	
2	<b>Operation Cost</b>		

SI No	Item Description	Payment Schedule-% of the Corresponding item Value provided in contract
2.01	<p>Cloud Hosting Charges for VSAAS platform including VMS and High availability storage of 50 GB per camera (total amount quoted for 464 cameras)</p> <p>For additional new camera charges will be applicable on pro rata basis.</p>	<p>To be paid monthly/quarterly as per actual billing by the CSP/Partner limited to total (item no. 2.01 of BOQ) contract value as per SLA for 36 months.</p>
2.02	<p>Cloud Charges for Archival of video on cold storage per month per camera (total amount to be quoted for 12 TB for 12 months per camera for 464 cameras).</p> <p>For additional new camera charges will be applicable on pro rata basis.</p>	<p>To be paid monthly/quarterly as per actual billing by the CSP/Partner limited to total (item no. 2.02 of BOQ) contract value as per SLA for 36 months</p>
2.03	<p>Bandwidth for connectivity , 3 MBPS per camera</p> <p>(Will be paid directly to telco as per actual billing based on quoted rates under tri-party agreement between Cochin smart city ltd, bidder and telco) per year.(Per Mbps cost shall be arrived at for scalability purpose. Telecom service provider will ensure end to end MPS VPN Connectivity between CCTV Camera, CSP and Surveillance Center. The connectivity should allow to occasional increase of bandwidth due to multicast at the time of Incident ) as per scope of work Described in RFP and connected annexure</p> <p>For additional new camera charges will be applicable on pro rata basis</p>	<p>To be paid quarterly as per actual billing limited to total (item no. 2.03 of BOQ) contract value as per SLA for 36 months</p>
2.04	<p>Each of the site will have static IP address. (Total amount to be quoted for 12 months per site for 124 locations)</p>	<p>To be paid quarterly as per actual billing limited to total (item no. 2.04 of BOQ) contract value as per SLA for 36 months</p>

SI No	Item Description	Payment Schedule-% of the Corresponding item Value provided in contract
2.05	Software- Annual Technical Support and subscription upgrade (for all the software) as per scope of work technical specifications and connected annexures.	To be paid annually limited to total (item no. 2.05 of BOQ) contact value as per SLA for 36 months
2.06	Hardware- Annual Technical Support (for all the Hardware including Camera )as per scope of work technical specifications and connected annexures.	To be paid annually limited to total (item no. 2.06 of BOQ) contact value per SLA for 36 months

If the performance of the SI is up to the satisfaction of employer, the O&M period may further be extended by the competent authority on mutually agreed rates. The escalation applicable on the quoted rates for item no 2.05 & 2.06 of BOQ shall be limited to 10% for Software - Annual Technical Support & 14% for Hardware- Annual Technical support for block of next 3 (three) years i.e 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> year of extended O&M.

### 3.14.SPECIFIC GENERAL CONDITIONS APPLICABLE FOR SI

#### 3.14.1. DOCUMENTS FORMING PART OF AGREEMENT

The following documents shall be deemed to form and be read and constructed as part of the Contract viz.:

- a) The Contract;
- b) The RFP comprising of all volumes and any corrigenda thereto;
- c) The Proposal of the SI as accepted by the designated authority along with any related documentation
- d) The SI's Acceptance of Letter of Award, if any;
- e) The tripartite agreement to be entered into between <\*\*\*> for provision of bandwidth services, if any; and
- f) The Corporate Non-disclosure agreement and any other document to be submitted by the SI and appended to this Agreement.

#### 3.14.2. AMBIGUITIES WITHIN AGREEMENT

In case of ambiguities or discrepancies within the Contract, the following principles shall apply:

- i) As between the provisions of RFP and any Corrigendum issued thereafter, the provisions of the Corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;

- ii) As between the provisions of the Contract and the RFP and the Proposal, the Contract shall prevail; and
- iii) As between any value written in numerals and that in words, the value in words shall prevail.

### 3.14.3. CONDITIONS PRECEDENT

The payment obligations of under the Contract shall take effect upon fulfillment of the following conditions precedent by SI.

- a) Furnishing by SI, an unconditional and irrevocable Performance Bank Guarantee (PBG) within 15 (fifteen) days after issuance of the Letter of Award and acceptable to the designated authority which would remain valid until such time as stipulated by the designated authority.
- b) Obtaining of all statutory and other approvals required for the performance of the Services under the Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder's team, etc.
- c) Furnish notarized copies of any/all contract(s) duly executed by SI and its OEMs existing at the time of signing of the contract in relation to the Project. Failure to do so within stipulated time of signing of contract would attract penalty as defined in clause 3.4.47 in this Section.
- d) Furnishing of such other documents as the designated authority may specify/ demand.
- e) All the members of the Consortium shall have executed a binding Consortium Contract / Agreement copy of which shall have been delivered to the designated authority without the commercials;
- f) The designated authority reserves the right to waive any or all of the conditions specified in Clause 5 above in writing and no such waiver shall affect or impair any right, power or remedy that the designated authority may otherwise have.

### 3.14.4. KEY PERFORMANCE MEASUREMENTS

- a. Unless specified by the designated authority to the contrary, SI shall deliver the Goods, perform the Services and carry out the Scope of Work in accordance with the terms of the Contract, Scope of Work and the Service Specifications as laid down under Section C (Service Level).
- b. If the Goods and Service Specification includes more than one document, then unless the designated authority specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c. The SI shall commence the performance of its obligations under the Agreement from Effective Date and shall proceed to provide Goods and carry out the Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Agreement. The SI shall be responsible for and shall ensure that all the Goods and Services are performed in accordance with the specifications and that

the SI's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

- d. The Goods supplied under this Agreement shall conform to the standards mentioned in the technical specifications given in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standards shall be the latest issued by the concerned institution. Delivery of Goods shall be made by the SI in accordance with the Agreement and the terms specified by the designated authority. In case if it is found that the Goods provided by SI do not meet one/ more criteria, the SI shall remain liable to provide a replacement for the same which meets all the required specifications and as per choice of SI, at no additional cost to SI.

### **3.14.5. COMMENCEMENT AND PROGRESS**

- a. The SI shall commence the performance of its obligations in a manner as specified in the Scope of Work, Service Level agreements and other provisions of the Contract from the Effective Date.
- b. SI shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- c. SI shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that SI's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- d. SI shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, material and methods. SI shall always act, in respect of any matter relating to this Contract, as faithful advisors to the designated authority and shall, at all times, support and safeguard the designated authority 's legitimate interests in any dealings with Third parties.
- e. The Goods supplied under this Agreement shall confirm to the Standards mentioned in the technical specifications given in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the SI to be proposed and approved by the designated authority in accordance with the Agreement and the terms specified by the designated authority in the Purchase Order.

### **3.14.6. CONSTITUTION OF CONSORTIUM**

- a. For the purposes of fulfillment of its obligations as laid down under the Contract, where the designated authority deems fit and unless the contract requires otherwise, Prime Bidder shall be the sole point of interface for the designated authority and would be absolutely accountable for the performance of its own, the other member of Consortium and/or its Team's functions and obligations.

- b. The Consortium member has agreed that SI is the prime point of contact between the Consortium member and the designated authority and it shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the designated authority, unless it deems necessary shall deal only with SI. SI along with all consortium members shall be jointly and solely responsible for the Project execution
- c. Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, each Consortium member, shall, in addition to a binding Consortium Agreement, has executed and submitted a Power of Attorney in favour of SI authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfillment of contractual obligations.
- d. The SI and each of the Consortium Members shall be bound by all undertakings and representations made by their authorized representative and any covenants stipulated hereunder with respect to the Contract, for and their behalf.
- e. SI shall submit the Consortium Agreement to be entered into between SI, .....and .....for the designated authority's review without commercials. SI shall not, except with the prior approval of the designated authority, have any provision in the consortium agreement or make any amendments to the said consortium agreement which affects the rights and/or obligations of SI, OEM-ES and/or .....under this Agreement or any amendment which is contrary to the provisions of this Agreement.
- f. A notice of at least 3 months in advance is required to be given by the SI to the designated authority if during the Term of the Contract the SI desires to terminate any contract/arrangement relating to the performance of Services hereunder with any member of the Consortium. Where, during the Term of the Contract, SI terminates any contract/arrangement or agreement relating to the performance of Services with any consortium member (subject to approval of the designated authority), SI shall be liable for any consequences resulting from such termination. SI shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the designated authority at no additional charge and at the earliest opportunity.

### **3.14.7. SI'S OBLIGATIONS**

- a. The obligation of the SI described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP and the two are to be read harmoniously. SI's obligations shall include all the activities as specified by the designated authority in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable designated authority to meet the objectives and operational requirements.
- b. The SI shall also be the sole point of contact for all matters relating to the RFP and Contract thereof.
- c. It shall be SI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of the RFP and the Contract.
- d. In addition to the aforementioned, SI shall provide services to manage and maintain the said system and infrastructure as mentioned in the RFP.

- e. The designated authority reserves the right to interview the personnel proposed by the SI that shall be deployed as part of the project team. If found unsuitable, the designated authority may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with SI.
- f. The designated authority reserves the right to require changes in personnel which shall be communicated to SI. SI with the prior approval of the designated authority may make additions to the project team. SI shall provide the designated authority with the resume of Key Personnel and provide such other information as the designated authority may reasonably require. The designated authority also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, SI shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- g. SI shall ensure that none of the Key Personnel and manpower exit from the project during first 6 months of the beginning of the project. In such cases of exit, replacement has to be approved by the designated authority.
- h. SI should submit profiles of only those resources that shall be deployed on the Project. Any change of resource should be approved by the designated authority and compensated with equivalent or better resource. The designated authority may interview the resources suggested by SI before their deployment on board. It does not apply in case of change requested by the designated authority.
- i. In case of change in its team members, SI shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- j. SI shall ensure that SI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. SI shall ensure that the services are performed through the efforts of SI's Team, in accordance with the terms hereof and to the satisfaction of the designated authority. Nothing in the Contract relieves SI from its liabilities or obligations under the Contract to provide the Services in accordance with the designated authority's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the designated authority and SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- k. SI shall be fully responsible for deployment / installation / development of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- l. SI shall ensure that the OEMs supply equipment/ components including associated accessories and software required and shall support SI in the installation, commissioning, integration and maintenance of these components during the entire period of contract. SI shall ensure that the COTS OEMs supply the software applications and shall support SI in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by SI that warranty and AMC of the system, products and services incorporated as part of system would commence from the day of Go-Live of system as a complete Smart city solutions including all the solutions

proposed. SI would be required to explicitly display that he/ they have a back to back arrangement for provisioning of warranty/ AMC support till the end of contract period with the relevant OEMs. The annual maintenance support shall include patches and updates the software, hardware components and other devices.

- m. All the software licenses that SI proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the designated authority should have the flexibility to use the software licenses for other requirements if required within the territory as decided by CSML.
- n. All the OEMs that Bidder proposes should have Dealer possession licenses.
- o. The designated authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between SI and OEMs.
- p. Shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If the OEM declares any of the products/ solutions end-of-sale subsequently, the SI shall ensure that the same is supported by the respective OEM for contract period.
- q. If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, SI should replace the products/ solutions with an alternate that is acceptable to the designated authority at no additional cost to the designated authority and without causing any performance degradation.
- r. Further, the SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, goods, services, applications, services etc. provided by the SI / Consortium / SI's subcontractors under the Contract shall be acquired in the name of the designated authority and SI shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the designated authority solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the Term of this Contract, such approvals etc. shall endure to the exclusive benefit of the designated authority.
- s. That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the SI has proposed to supply under the Contract free from all claims, titles, interests and liens thereon;
- t. SI shall ensure that the OEMs provide the support and assistance to SI in case of any problems / issues arising due to integration of components supplied by him with any other component(s)/ product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, SI shall replace the required component(s) with an equivalent or better substitute that is acceptable to designated authority without any additional cost to the designated authority and without impacting the performance of the solution in any manner whatsoever.
- u. SI shall ensure that the OEMs for hardware servers/equipment supply and/or install all type of updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the designated authority.



- v. SI shall ensure that the OEMs for hardware servers/ equipment or Bidder's trained engineers conduct the preventive maintenance on a Quarterly basis and break-fix maintenance in accordance with the best practices followed in the industry. SI shall ensure that the documentation and training services associated with the components shall be provided by the OEM partner or OEM's certified training partner without any additional cost to the designated authority.
- w. The training has to be conducted using official OEM course curriculum mapped with the hardware / Software Product's to be implemented in the project.
- x. SI and their personnel/representative shall not alter / change / replace any hardware component proprietary to the designated authority and/or under warranty or AMC of third party without prior consent of the designated authority.
- y. SI shall provision the required critical spares/ components at the designated office locations/Warehouse in Kochi of the SI for meeting the uptime commitment of the components supplied by him.
- z. SI's representative(s) shall have all the powers requisite for the execution of Scope of Work and performance of services under the Contract. SI's representative(s) shall liaise with the designated authority's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. SI shall extend full co-operation to designated authority's Representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of SI's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/Vendors of the designated authority working at the designated authority's office locations & field locations and DC sites. Such Bidder's representative(s) shall be available to the designated authority Representatives at respective Datacenter during the execution of works.
- aa. SI shall be responsible on an ongoing basis for coordination with other vendors and agencies of the designated authority and its nominated agency in order to resolve issues and oversee implementation of the same. SI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- aa. SI shall set up a project office for ICSS. The technical manpower deployed on the project should work from the same office. However, some resources may be required to work from the office assigned by designated authority during the contract period.
- bb. SI shall maintain a warehouse in Kochi, where the equipments/material shall be properly stored and protected against damage, theft or deterioration to the satisfaction of the CSML. The contractor shall store the bulk material in measureable stack.
- cc. SI shall ensure the materials stored in the warehouse are in accordance with the specification as mentioned in the RFP.
- dd. The SI shall maintain a proper material register/records with updated details of stocks and issues which should be produced at any point of time as requested by CSML.

- ee. The SI shall submit all the relevant documents including Data sheet, Third party certification, OEM certifications, all relevant engineering drawings etc as mentioned in the scope of work and specifications in the RFP at least two weeks prior to start the work for approval.
- ff. SI shall have to arrange vehicles and other requisite such as ladder of adequate feet length, etc. for carry out implementation and maintenance work (including transportation of items required for Project) during the Contract Period.
- gg. The SI shall make ensure that field equipment should not block the traffic, pedestrian movement along footpath. The Field equipment should installed in utility zone/site approved by designated authorities.
- hh. The SI shall be responsible to file an FIR in nearest Police Station for any theft or physical damage of product under the Project (including cable & accessories) due to any unforeseen reason. The System Integrator shall have to submit the copy of FIR to CSML within 7 days from the date of filing the FIR. The SI shall be responsible for replacement/repair of any stolen, damaged, vandalized equipment at its own cost during the Contract Period.

#### **3.14.8. ACCESS TO SITES**

- a) Sites would include the identified locations given by the Police Department for the Project
- b) The designated authority's Representative upon receipt of request from SI intimating commencement of activities at various locations shall give to SI access to as much of the Sites, on a non-permanent basis, as may be necessary to enable SI to commence and proceed with the installation of the works in accordance with the program of work subject to compliance by the SI with any safety and security guidelines which may be provided by the designated authority and notified to the SI in writing. Any reasonable proposal of SI for access to Site to proceed with the installation of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by the designated authority. Such requests shall be made to the designated authority's Representative in writing at least 7 days prior to start of the work.
- c) At the site locations, the designated authority's Representative shall give to SI access to as much as may be necessary to enable SI to commence and proceed with the installation of the works in accordance with the program of work or for performance of Facilities Management Services.
- d) Access to locations, office equipment and services shall be made available to the SI on an "as is, where is" basis by the designated authority as the case may be or its nominated agencies. The SI agrees to ensure that its employees, agents and contractors/Sub-Contractors shall not use the location, services and equipment referred to in the RFP for the following purposes:
  - I. For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
  - II. In a manner which constitutes violation of any law or a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or

- III. For their own purpose or for conducting their own business or for providing services to any third party.

#### **3.14.9. START OF INSTALLATION**

- a. Bidder shall co-ordinate with the designated authority and stakeholders for the complete setup of sites before commencement of installation. SI shall also co-ordinate regarding Network / Bandwidth connectivity in order to prepare the installation plan and detailed design / architectural design documents.
- b. The plan and design documents thus developed shall be submitted by SI for written approval by the designated authority.
- c. After obtaining the approval from the designated authority, SI shall commence the installation

#### **3.14.10. SITE RESTORATION**

- d. SI shall inform and take necessary approvals from the respective Authorities before start of any digging/cutting of the site/road.
- e. SI shall restore the site/road in accordance with the material used at the respective site/location to the satisfaction of the employer/respective Authorities at his own cost. If this is not found suitable, Road/site restoration charges will be taken from the SI and the same shall be restored by third party as appointed by the Employer/Respective Authorities.
- f. SI shall submit the details of the material which will be used for the restoration and shall take the prior approval before restoration of the site/location from respective authorities.
- g. SI shall properly document and submit the report with photographs showing the site condition before installation and after restoration of the site/location.
- h. SI shall properly clear the debris from the site as per standard after restoration work.

#### **3.14.11. REPORTING PROGRESS**

- a. SI shall monitor progress of all the activities related to the execution of the Contract and shall submit to the designated authority, progress reports with reference to all related work, milestones and their progress during the contract period.
- b. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized with the CSML along with project plan. The designated authority on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- c. Periodic meetings shall be held between the representatives of the designated authority and SI once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by designated authority, to discuss the performance of the contract.

- d. SI shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- e. Several review committees involving representative of the designated authority and senior officials of SI shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the designated authority later, to oversee the progress of the implementation.
- f. All the Goods, Services and manpower to be provided / deployed by SI under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of designated authority's Representative in accordance with the Contract.
- g. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the CSML designated authority's Representative shall so notify SI in writing.
- h. SI shall reply to the written notice giving details of the measures it proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the designated authority or designated authority's Representative that the actual progress of work does not conform to the approved plan SI shall produce at the request of the designated authority's Representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- i. The submission seeking approval by the designated authority or designated authority's Representative of such plan shall not relieve SI of any of his duties or responsibilities under the Contract.
- j. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, SI shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to the designated authority for its review and approval. All time and cost effect in this respect shall be borne, by SI within the Contract Value.
- k. The designated authority reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract, after providing due notice to the SI. The designated authority may demand and upon such demand being made, SI shall provide documents, data, material or any other information pertaining to the Project which the designated authority may require, to enable it to assess the progress/ performance of the work / service under the Contract.
- l. At any time during the course of the Contract, the designated authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by SI of its obligations/ functions in accordance with the standards committed to or required by the designated authority and SI undertakes to cooperate with and provide to the designated authority / any other agency appointed by the designated authority, all documents and other details as may be required by them for this purpose.

Such audit shall not include Bidder's books of accounts. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the SI failing which the designated authority may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the SI and other Sub-Contractors is out of the purview of audit/inspections.

- m. Without prejudice to the foregoing, the SI shall allow access to the designated authority or its nominated agencies to all information which is in the possession or control of the SI and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the designated authority to comply with the terms of the Audit, Access and Reporting provision set out in this Contract.
- n. Knowledge of Network Operations Center (NOC), Server Room, Command Control and Communication Center, and areas of city kiosk centers if any
- o. SI shall be deemed to have knowledge of the cloud Data Centers, Server Room, Command and Control Center, its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, SI detects physical conditions and/or obstructions affecting the work, SI shall take all measures to overcome them.

### 3.14.12. PROJECT PLAN

Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, SI shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by SI shall conform to the requirements and timelines specified in the Contract. The designated authority and SI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which SI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve SI of any of his duties or responsibilities under the Contract.

If SI's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of SI to develop/adhere such a work plan shall be to his account.

### **3.14.13. COMPLIANCE WITH APPLICABLE LAW**

- a. SI's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by the designated authority shall be applicable in the performance of the Contract and Bidder's Team shall abide by these laws. The SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- b. Access to the Data centers of other IT systems and its Server Room shall be strictly restricted. No access to any person except the essential members of SI's Team who are authorized by the designated authority and are genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. Even if allowed, access shall be restricted to the pertaining equipment of the designated authority only. SI shall maintain a log of all activities carried out by each of its team personnel.
- c. All such access should be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes
- d. Each Party to the Contract accepts that its individual conduct shall (to the extent applicable to its business like the SI as an Information Technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set out in the RFP.
- e. SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. SI's Team shall adhere to all security requirement/ regulations of the designated authority during the execution of the work. Designated authority's employee also shall comply with safety procedures/ policy.
- f. SI shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

### **3.14.14. STATUTORY REQUIREMENTS**

During the tenure of the Contract the SI shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under the Contract and nothing shall be done by SI or his team including Consortium in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep designated authority indemnified in this regard.

### **3.14.15. REPRESENTATIONS AND WARRANTIES**

#### **i) Representations and warranties of the SI**

The SI hereby represents and warrants as of the date hereof, which representations and warranties shall remain in force during the Term and extension thereto, the following:

- i) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract and other agreement and to carry out the transactions contemplated hereby;
- ii) it is a competent provider of a variety of Information Technology and business process management services. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;
- iii) That all conditions precedent under the Contract have been satisfied;
- iv) That the selected SI along with its consortium members have the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Contract and to provide services sought by the designated authority under this Contract;
- v) That the SI and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the tender and this Contract;
- vi) That the SI shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
- vii) The SI/ SI's team shall use such assets of the designated authority, as the designated authority may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof;
- viii) it has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Contract;
- ix) in providing the Services, it shall spare no effort to prevent any disruption to designated authority 's normal business operations;
- x) this Contract has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- xi) the information furnished in the Proposal is to the best of its knowledge and belief, true and accurate in all respects as at the date of this Contract;
- xii) the execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, Contract, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- xiii) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Contract;
- xiv) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract;
- xv) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Contract;
- xvi) no representation or warranty by it contained herein or in any other document furnished by it to the designated authority or its nominated agencies in relation to the any consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- xvii) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Contract or for influencing or attempting to influence any officer or employee of the designated authority or its nominated agencies in connection therewith;
- xviii) That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the SI has proposed to supply under this Contract free from all claims, titles, interests and liens thereon;
- xix) That the sub-contractor if applicable, proposed and/or deployed by the SI meets the technical and financial qualifications prescribed in the RFP; and
- xx) That the representations made by the SI in its Proposal and in this Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the designated authority specifies to the contrary, the SI shall be bound by all the terms of the Contract;
- xxi) That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;



- xxii) That the SI confirms that there has not and shall not occur any execution, amendment or modification of this contract without the prior written consent of the designated authority;
- xxiii) That the SI owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the SI on which it grants or purports to grant or create any interest pursuant to-the Contract, in each case free and clear-of any- encumbrance and further confirms that such Interests created or expressed to be created are valid and enforceable;
- xxiv) That the SI-owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project. In case of any infringement, designated authority is not responsible. Action will be taken as per the clauses defined in this RFP.
- xxv) That the SI shall provide adequate and appropriate support and participation, on a continuing basis, in tuning/ upgrading all supplied hardware and software to meet the requirements of the applications;

**ii) Representations and warranties of the designated authority**

The designated authority represents and warrants to the SI that:

- I. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract and carry out the transactions contemplated hereby;
- II. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Contract and to validly exercise its rights and perform its obligations under this Contract;
- III. it has the financial standing and capacity to perform its obligations under the Contract;
- IV. this Contract has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Contract shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- V. the execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default under any of the Applicable Laws or any covenant, contract, Contract, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- VI. it has complied with Applicable Laws in all material respects.

**3.14.16. OBLIGATIONS OF THE DESIGNATED AUTHORITY**

- a. The obligations of the designated authority described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP are to be read harmoniously. Without

prejudice to any other undertakings or obligations of the designated authority under the Contract or the RFP, the designated authority shall perform the following:

- b. The designated authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, Acceptance Certificate(s), payments etc. to SI.
- c. The designated authority shall ensure that timely approval is provided to SI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of the contract.
- d. The designated authority's Representative shall interface with SI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Designated authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the designated authority is proper and necessary.
- e. The designated authority may provide on Bidder's request, particulars/ information/ or documentation that may be required by SI for proper planning and execution of work and for providing Goods and Services covered under the contract and for which SI may have to coordinate with respective vendors.
- f. The designated authority reserves the right to procure the hardware including devices on quarterly basis in first year based on actual deployment and AMC shall be applicable whenever the devices are procured and deployed till end of the contract.
- g. Site Not Ready: The designated authority hereby agrees to make the project sites ready as per the agreed specifications, within the agreed timelines. The designated authority agrees that
- h. SI shall not be in any manner liable for any delay arising out of designated authority's failure to make the site ready within the stipulated period.

### **3.14.17. PAYMENTS**

1. Payments to SI will be done on monthly based on the activities completed in the particular month.
2. No Pro-rata payment will be done, payment for only activities completed will be done in the particular month at the end of each month.
3. The following steps will be followed:
  - 3.1 SI will create separate monthly invoice ICSS work by 5th of the following month
  - 3.2 SI will submit invoice to CSML along with monthly progress report and proof of the work delivered
  - 3.3 The SPV or its authorized personnel will approve / reject the invoice based on the performance of the SI for the previous month
  - 3.4 CSML or its authorized personal will review the submitted invoices and reports

3.5 After all approvals, claims will be processed and payment will be made to SI

### **3.14.18. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- a. The designated authority shall have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by SI solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under the Contract. SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the designated authority, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the designated authority.
- b. If designated authority desires, SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the Goods Deliverables, Services supplied / installed by SI/Consortium/SI's Sub- Contractors under the Contract shall be acquired in the name of the designated authority and SI shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the designated authority solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the Term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the designated authority.
- c. Pre-existing work: All intellectual property rights existing prior to the Effective Date of the Contract shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the designated authority will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals provided or used by the SI as part of the Scope of Works under the Contract for the purpose of the Contract on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
- d. Third Party Products: If license agreements are necessary or appropriate between the SI and third parties for purposes of enabling / enforcing/implementing the provisions hereinabove, the SI shall enter into such agreements at its own sole cost, expense and risk and all such licenses etc. shall be bought in name of the designated authority unless otherwise directed in writing by the designated authority.
- e. SI shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by the designated authority in writing

### **3.14.19. TAXES**

- a. SI shall bear all personnel taxes levied or imposed on its personnel, or any other member of SI's Team, etc. on account of payment received under the Contract. SI shall bear all corporate taxes, levied or imposed on SI on account of payments received by it from the designated authority for the work done under the Contract. The SI shall bear all taxes and duties etc. levied or imposed on the SI under the Contract including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or

any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the designated authority for work done under the Contract. The SI shall also be responsible for having his Sub-Contractors if allowed / applicable under its Sub-Contract(s) to pay all applicable taxes on account of payment received by the Sub-Contractors from the SI for works done under the Sub-contracts in relation to this Agreement and the designated authority will in no case bear any responsibility for such payment of taxes.

- b. SI agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- c. SIs shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the designated authority under the Agreement.
- d. Should SI fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, SI shall pay the same. SI shall indemnify the designated authority against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the designated authority.
- e. Payment agreed to be made by the designated authority to the SI in accordance with the Proposal.
- f. Supplies of materials from abroad are exempted from levy of Sales Tax/VAT on works/works Contract tax (Central or state). However, the Sales Tax/VAT on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by SI within the Contract Price. Service Tax/ Terminal Sales Tax/ Works Contract Tax, etc., if any applicable, shall be payable extra, at actuals by the designated authority in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.
- g. The designated authority shall if so required by Applicable Laws in force, at the time of payment, deduct income tax payable by SI at the rates in force, from the amount due to SI and pay to the concerned tax authority directly.
- h. Should the SI and/or other Consortium members fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the SI and/or other Consortium members, as the case may be shall pay the same. SI and/or other Consortium members shall jointly and severally indemnify the designated authority against any and all liabilities or claims arising out of this Agreement for such taxes including interest and penalty any such Tax Authority may assess or levy against the designated authority /SI and/or other Consortium members.

### **3.14.20. INDEMNITY**

#### **General Indemnity:**

Subject to Succeeding para below, the SI (the "Indemnifying Party") undertakes to indemnify the designated authority and its nominated agencies (the "Indemnified Party") from and against all

losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

**IPR Indemnity:**

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods / Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

**Conditions for Indemnity:**

Without prejudice to the rights of the designated authority in respect of indemnification for any claim:

- i) The designated authority shall notify the SI upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii) Immediately upon receipt of notification of any claim from the designated authority, the SI within a period of 5 days from date of receipt of such notice from the designated authority, notify the designated authority whether the SI wish to assume the defense in relation to such claim (including settlement or resolution thereof). Thereafter, the SI shall be entitled in consultation with the designated authority, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the designated authority, to take such action as mutually agreed upon by SI and the designated authority to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii) Notwithstanding anything contained herein, the SI and the designated authority agree and covenant that a notice by the designated authority to the SI in relation to the claim as aforesaid shall amount to express acceptance and consent by the SI to indemnify the designated authority for all losses in relation to such claim. Upon notice by the SI, the designated authority shall reasonably co-operate with the SI at the sole costs of the SI, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the designated authority. The designated authority shall have the right, at its option, to participate in the defense of such claim;

If the SI fails to take any action as per the above clause within the time period as specified therein, the designated authority shall have the right, in its absolute discretion, to take such

action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the SI does not assume control of the defense of such claims (as mentioned above), the entire defense, negotiation or settlement of such claim by the designated authority shall be deemed to have been consented to by, and shall be binding upon, SI as fully as though the SI alone had assumed the defence thereof and a judgement had been entered into by the SI, for such claim in respect of the settlement or judgement.

### **3.14.21. WARRANTY**

- a. The warranties and remedies provided in this Clause are in addition to, and not in derogation of, the warranties provided in the RFP and the two are to be read harmoniously.
- b. A comprehensive warranty applicable on goods/solutions supplied under the Contract by the respective OEMs and the warranties shall be passed on to the designated authority. The SI shall be responsible for making any and all claims under the warranty on behalf of the designated authority. Generally the warranty for goods and solutions shall be for a period of five years from the date of installation and commissioning of the respective hardware and solution. If the warranty period provided by the OEM is for more than two (2), then the same warranty period shall be passed on to the designated authority.
- c. Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- d. The SI warrants that the Goods supplied under the Contract are new, non- refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the SI and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- e. The SI warrants that the Goods supplied under the Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- f. The SI further warrants that the Goods supplied under the Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the designated authority 's Specifications) or from any act or omission of the SI, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Datacenter/ Server Room Sites.
- g. Warranty for Services – The SI warrants that all services under the Contract will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under the Contract. The SI represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services hereunder.

- h. The designated authority shall promptly notify the SI in writing of any claims arising under this warranty.
- i. Upon receipt of such notice, the SI shall, with all reasonable speed, repair or replace the defective goods or replace such goods with similar goods free from defect at SI's own cost and risk. Any goods repaired or replaced by the SI shall be delivered at the designated authority's premises without costs to the designated authority. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to the designated authority in case of breach of any warranty and are also not the sole and exclusive obligations on the SI in case of breach of any warranty.
- j. If the SI, having been notified, fails to remedy the defect(s) within a reasonable period, the designated authority may proceed to take such remedial action as may be necessary, at the SI's risk and expense and without prejudice to any other rights which the designated authority may have against the SI under the Contract.
- k. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.
- l. The representations, warranties and covenants provided by the SI under the Contract will not be affected by designated authority's modification of any portion of the software so long as the SI can discharge its obligations despite such modifications, or following their removal by the designated authority
- m. Notwithstanding anything contained in the Contract, unless the designated authority has otherwise agreed in writing, the designated authority reserves the right to reject Goods which do not conform to the specifications provided in the RFP.

### **3.14.22. TERM AND EXTENSION OF THE CONTRACT**

- a) The Contract period shall come into effect on i.e. from the date of signing of contract or Issuance of LoI, whichever is earlier((hereinafter the "Effective Date"), and shall remain valid for 42 Months from the date of Go Live of the system ("Term")
- b) If the delay occurs due to any Force Majeure event, a reasonable extension of time shall be granted by the designated authority.
- c) The designated authority shall reserve the sole right to grant any extension to the Term above mentioned and shall notify in writing to SI, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant SI an extension of the Term. The decision to grant or refuse the extension shall be at the designated authority's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the designated authority and SI.
- d) Where the designated authority is of the view that no further extension of the Term be granted to SI, the designated authority shall notify SI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, SI shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the designated authority shall either appoint an alternative agency/SI or create its own infrastructure to operate such Services as are provided under this Contract.

### 3.14.23. DISPUTE RESOLUTION

- a) In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re- enactment thereof.
- b) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- c) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- d) The Arbitration proceedings shall be held in Kochi, Kerala, India.
- e) The Arbitration proceeding shall be governed by the substantive laws of India.
- f) The proceedings of Arbitration shall be in Malayalam/English language.
- g) 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 referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. CEO of CSML will be the Arbitrator in this case, along with the arbitrators nominated by each party.
- h) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Kerala High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- i) Any letter, notice or other communications dispatched to SI relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the designated authority by SI shall be deemed to have been received by SI although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- j) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the designated authority to appoint another person in his place in the same manner as aforesaid. Such person 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.



- k) 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.
- l) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- m) The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- n) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

#### **3.14.24. CONFLICT OF INTEREST**

SI shall disclose to the designated authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for SI or SI's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

#### **3.14.25. TRADEMARKS, PUBLICITY**

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the SI may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the SI may include the designated authority or its client lists for reference to third parties subject to the prior written consent of the designated authority not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

#### **3.14.26. FORCE MAJEURE**

##### **A. Definition of Force Majeure**

The SI or the designated authority, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under the Contract to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

##### **B. Force Majeure Events**

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under the Contract;

- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:
  - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the SI under the Contract;
  - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the SI's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the SI under the Contract;
  - c) industry wide strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the SI and which directly and adversely affect the timely implementation and continued operation of the Project; or
  - d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding thirty(30) days that directly and adversely affect the performance of services by the SI under the Contract.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the SI under the Contract or the SLA to implement any disaster contingency planning and back- up and other data safeguards in accordance with the terms of the Contract or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of "Force Majeure". The SI will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

#### **C. Notification procedure for Force Majeure**

- i) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Agreement.
- ii) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under the Contract.

#### **D. Allocation of costs arising out of Force Majeure**

- i) Upon the occurrence of any Force Majeure event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- ii) Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
  - Upon occurrence of an event mentioned in clause 3.4.25 B (i), (ii), (iii) and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
  - Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

#### **E. Consultation and duty to mitigate**

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under the Contract as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

#### **3.14.27. DELIVERY**

- a) SI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for "**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**"
- b) The Goods and manpower supplied under the Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by the designated authority.
- c) SI shall procure the hardware and software after approvals from the authority.

#### **3.14.28. INSURANCE**

- a) The Goods supplied under this Contract shall be comprehensively insured by SI at his own cost, against any loss or damage, for the entire period of the contract including operation & maintenance of 3 (three) years. SI shall submit to the designated authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

The Comprehensive insurance shall also include following but not limited to damages caused by fire, earthquake and flood.

- b) SI shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by SI.
- c) SI shall take out and maintain at its own cost, on terms and conditions approved by the designated authority, insurance against the risks, and for the coverages, as specified below;
  - a. at the designated authority's request, shall provide evidence to the designated authority showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.
  - b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

#### **3.14.29. TRANSFER OF OWNERSHIP**

- a) SI must transfer all titles to the assets and goods procured for the purpose of the project to the designated authority at the time of Acceptance of System. This includes all licenses, titles, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by SI. Ownership of Goods that are part of this Agreement shall not pass to the designated authority unless and until the Goods is accepted in accordance with the conditions of the Contract and to the entire satisfaction of the designated authority and an acceptance notification is provided by the designated authority for to the SI. SI is expected to transfer IPR and ownership right of only those solutions which would be customized by SI for the use of designated authority. For any pre-existing work, SI and the designated authority shall be held jointly responsible and its use in any other project by SI shall be decided on mutual consent.
- b) Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the designated authority, SI shall deliver to the designated authority all Documents provided by or originating from the designated authority and all Documents produced by or from or for SI in the course of performing the Services, unless otherwise directed in writing by the designated authority at no additional cost. SI shall not, without the prior written consent of the designated authority store, copy, distribute or retain any such Documents.
- c) The SI shall execute such documents as may be required by the designated authority for documenting the transfer of title and ownership of Goods. Upon transfer of ownership of the Goods to the designated authority, the SI shall treat such Goods as Assets as detailed above in this Agreement.

#### **3.14.30. EXIT MANAGEMENT PLAN**

- a) An Exit Management plan shall be furnished by SI in writing to the designated authority within 90 days from the date of signing the Contract, which shall deal with at least the

following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
  - iii. Exit Management plan in case of normal termination of Contract period
  - iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
  - v. Exit Management plan in case of termination of SI
  - vi. Exit Management Plan shall be presented by the SI to and approved by the designated authority or its nominated agencies
- b) Exit Management plan at the minimum adhere to the following:
- i. Three (3) months of the support to Replacement Service Provider post termination of the Contract
  - ii. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, reports, documents and other relevant items to the Replacement Service Provider/ Designated Authority
  - iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to SI on successful completion of handover and knowledge transfer
- c) In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and the designated authority shall comply with the Exit Management Plan.
- d) During the exit management period, SI shall use its best efforts to deliver the services.

### **3.14.31. PERFORMANCE SECURITY**

- a. SI shall furnish Performance Security to the designated authority at the time as indicated in the RFP which shall be equal to 10% of the Contract Value and shall be in the form of a Bank Guarantee from a Scheduled Bank in the Proforma given in Annexure of this RFP within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA) which would be valid up to a period of two months after the completion of DLP.
- b. In the event of the SI being unable to service the Contract for reasons attributable to the SI, its Consortium members or any subcontractors, or any team members, the designated authority would invoke the PBG. Notwithstanding and without prejudice to any rights

whatsoever of the designated authority under the Agreement in the matter, the proceeds of the PBG shall be payable to the Contract as compensation for any loss resulting from the failure of SI, its Consortium members or any subcontractors (if allowed / applicable), or any team members to perform/comply its obligations under the contract. The designated authority shall notify the SI in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the SI is in default.

- c. The designated authority shall also be entitled to make recoveries from the SI's bills, PBG, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- d. In case the Project is delayed beyond the Timelines as mentioned in RFP due to reasons attributable to SI, its Consortium members or any subcontractors, or any team members, the PBG (any one or both, if not returned) shall be accordingly extended by the SI till completion of Scope of Work as mentioned in RFP.

### **3.14.32. LIQUIDATED DAMAGES**

- a. If SI fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP and the Service Levels provided in the Contract, the designated authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.02 % per week or part thereof of Contract Value for a milestone/quarter. In case the SI is not solely liable for the breach of the Timelines or the Service Levels, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the SI's extent of fault in such breach of the Timelines or the Service Levels. The designated authority shall have the right to determine such extent of fault and liquidated damages in consultation with the SI and any other party it deems appropriate.
- b. The deduction shall not in any case exceed 10 % of the contract value. If the liquidated damages cross the cap on liquidated damages as mentioned above, the designated authority shall have the right to terminate the Agreement for default and consequences for such termination as provided in this Agreement shall be applicable.
- c. The designated authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to SI in its hands (which includes the designated authority's right to claim such amount against SI's Bank Guarantee) or which may become due to SI. Any such recovery or liquidated damages shall not in any way relieve SI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- d. Delay not attributable to SI shall be considered for exclusion for the purpose of computing liquidated damages.
- e. Payment of liquidated damages shall not be the sole and exclusive remedies available to the designated authority and the SI shall not be relieved from any obligations by virtue of payment of such liquidated damages. Each of the Parties shall ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced or increased except with

the prior written agreement between the designated authority and the SI in accordance with the provisions of Change Control set out in the Contract.

### **3.14.33. LIMITATION OF LIABILITY:**

Limitation of Bidder's Liability towards the designated authority:

- a. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- b. The liability of the SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract, including the work, deliverables or Goods and Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Contract Value
- c. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not be applicable to the breach of indemnification obligations, confidential obligations and breach committed by SI to the safety and security measures as provided in the Contract.

### **3.14.34. OWNERSHIP AND RETENTION OF DOCUMENTS**

- a. The designated authority shall own the Documents, prepared by or for SI arising out of or in connection with the Contract.
- b. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the designated authority, SI shall deliver to the designated authority all documents provided by or originating from the designated authority and all documents produced by or for SI in the course of performing the Services, unless otherwise directed in writing by the designated authority at no additional cost. SI shall not, without the prior written consent of the CSML store, copy, distribute or retain any such documents.

### **3.14.35. INFORMATION SECURITY**

- a) SI shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to the designated authority into / out of any location without written permission from the designated authority. The designated authority. The SI's personnel shall follow the designated authority's Information Security policy. The SI acknowledges that the designated authority's business data and other designated authority proprietary information or materials, whether developed by the designated authority or being used by the designated authority pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the designated authority; and the SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the SI to protect its own proprietary information.

- b) SI shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the designated authority.
- c) All documentation and media at any location shall be properly identified, labeled and numbered by SI. SI shall keep track of all such items and provide a summary report of these items to the designated authority whenever asked for.
- d) Access to designated authority's data and systems, Internet facility by SI at any location shall be in accordance with the written permission by the designated authority. The designated authority shall allow SI to use facility in a limited manner subject to availability. It is the responsibility of SI to prepare and equip himself in order to meet the requirements.
- e) SI must acknowledge that designated authority's business data and other designated authority proprietary information or materials, whether developed by the designated authority or being used by the designated authority pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to designated authority; and SI along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of designated authority depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI or its team could damage the goodwill of designated authority, and that by reason of SI's duties hereunder. SI may come into possession of such proprietary information, even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.
- f) SI shall, upon termination of this agreement for any reason, or upon demand by designated authority, whichever is earliest, return any and all information provided to SI by designated authority, including any copies or reproductions, both hardcopy and electronic.
- g) By virtue of the Contract, SI team may have access to personal information of the designated authority and/or a third party. The designated authority has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of SI team in the course of performing the Services under the Contract

### **3.14.36. RECORDS OF CONTRACT DOCUMENTS**

- a) SI shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for him to fulfil his duties under the Contract.
- b) SI shall keep on the Site at least three copies of each and every specification and Contract Document, in excess of his own requirement and those copies shall be available at all times for use by the designated authority's Representative and by any other person authorized by the designated authority's Representative.



### **3.14.37. SECURITY AND SAFETY**

- a) The SI shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or any other Applicable Law, IT Security Manual of the designated authority and the directions issued from time to time by the designated authority and follow the industry standards related to the security and safety, in so far as it applies to the provision of the Services.
- b) The Parties shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the designated authority as the case may be or any of their nominees data, facilities or the Confidential Information.
- c) SI shall upon reasonable request by the designated authority, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- d) As per the provisions of the Contract, the SI shall promptly report in writing to the designated authority or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and Information Technology security at the facilities of the designated authority as the case may be

### **3.14.38. CONFIDENTIALITY**

- a) The designated authority may allow the SI to utilize highly Confidential Information including confidential public records and the SI shall maintain the highest level of secrecy, confidentiality and privacy with regard to such Confidential Information. The SI shall use its best efforts to protect the confidentiality, integrity and proprietary of the Confidential Information. No member of SI's Team shall, without prior written consent from the designated authority, make any use of any Confidential and Proprietary Information given by the designated authority, except for purposes of performing the Contract. Each member of SI's Team shall keep all the Confidential and Proprietary Information, provided by the- designated authority to them or their respective employees as confidential.
- b) Additionally, the SI shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The SI shall use the information only to execute the Project.
- c) The designated authority shall retain all rights to prevent, stop and if required take the necessary punitive action against the SI regarding any forbidden disclosure. The designated authority reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.
- d) The SI shall execute a corporate non-disclosure agreement with designated authority in the format provided by the CSML and shall ensure that all its employees, agents and Sub-Contractors execute individual non-disclosure agreements, which have been duly approved by the designated authority with respect to this Project.
- e) The SI may only disclose the Confidential Information in the following circumstances:
  - i) with the prior written consent of the designated authority;

- ii) to a member of the SI's Team ("Authorized Person") provided the Authorized Person needs to know the Confidential Information for accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with the designated authority prior to receiving such information (SI and every other member of SI's Team shall ensure that such Authorized Person to whom such information is disclosed are bound by the similar confidentiality obligations as applicable to each member of SI's Team. Disclosure to any such Authorized Person shall be made in confidence on need to know basis i.e., so far as may be necessary for such Authorized Person for the purposes of-performance of the obligations of the Contract); and
- iii) if and to the extent that the SI is compelled legally to disclose the Confidential Information.
- f) When the SI is aware of any steps being taken or considered to compel legally the SI or an Authorized Person to disclose the Confidential Information, it shall:
  - I. to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
  - II. promptly notify the designated authority; and
  - III. do anything reasonably required by the designated authority to oppose or restrict that disclosure.
- g) The SI shall notify the designated authority promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the designated authority.
- h) Any Confidential Information disclosed by SI shall be treated as Confidential Information by the designated authority on the same terms and conditions above as applicable to the Confidential Information of the designated authority.
- i) All documentation and media at the respective Datacenter Sites shall be properly identified, labelled and numbered by the SI. SI shall keep track of all such items and provide a summary report of these items to the designated authority on a monthly basis.
- j) The obligations of confidentiality under the Contract shall remain in force for the Term of the Contract and shall survive for a period of three (3) years after expiry of the Term or earlier termination.
- k) Obligations under this clause shall not apply to any information which is:
  - (a) Previously known to the SI at the time of disclosure without obligation of confidentiality,
  - (b) Independently developed by SI and not derived from the Confidential Information supplied by the SI or the participation of individuals who have had access to Confidential Information,
  - (c) disclosed to SI by a third party without an obligation of confidentiality
  - (d) In or subsequently comes into the public domain (other than as a result of a breach of the Contract); or
  - (e) required to be disclosed by the SI by law, regulation, court order or other legal process, provided, where legally permissible, SI provides written notice to the designated authority prior to such disclosure and provide reasonable assistance to the designated authority in retaining the confidentiality of such information.

### 3.14.39. EVENTS OF DEFAULT BY SI

a) The failure on the part of SI to perform any of its obligations or comply with any of the terms of the Contract shall constitute an Event of Default on the part of SI. The events of default are but not limited to:

i. SI/ Bidder's Team has failed to perform the obligations under the Contract failed to execute the Scope of Work or provide Services under the Contract, or

ii. SI/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the RFP and in the Contract. The above mentioned failure on the part of SI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the designated authority;

iii. SI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the designated authority, despite being served with a default notice which laid down the specific deviance on the part of SI/ SI's Team to comply with any stipulations or standards as laid down by the designated authority; or

iv. SI/ SI's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the designated authority during the Term of this Contract and which the designated authority deems proper and necessary for the execution of the Scope of Work under this Contract

v. SI/ SI's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract

vi. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to SI.

vii. SI/ Bidder's Team has failed to comply with or is in breach or contravention of any Applicable Laws.

viii. Undue delay in achieving the agreed timelines for delivering the services under the Contract.

ix. Quality of Deliverables and services consistently not being to the satisfaction of the designated authority;

b) Where there has been an occurrence of such defaults inter alia as stated above, the designated authority shall issue a notice of default to SI, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

c) Where despite the issuance of a default notice to SI by the designated authority, SI fails to remedy the default to the satisfaction of the designated authority, the designated authority may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination

d) Consequences for Events of Default

Where an Event of Default subsists or remains uncured, the designated authority shall be entitled to:

- i) Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the SI shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the SI under the Contract. The SI shall in addition take all available steps to minimize loss resulting from such event of default.
- ii) Suspend all payments to the SI under the Agreement by written notice of suspension to the SI provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI
- iii) Where the designated authority deems it necessary, it shall have the right to require replacement of any of the Sub-Contractors (If allowed / applicable) with another suitable sub-contractor. The Sub- Contractor/ SI shall in such case terminate forthwith all their agreements/contracts, other arrangements with such Sub-Contractor and find out the suitable replacement for such outgoing subcontractor with another Sub-Contractor (If allowed / applicable) to the satisfaction of the designated authority, who shall execute such contracts with the designated authority as the designated authority may require. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and the designated authority in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.
- iv) Terminate the Contract in full or in part.
- v) Retain such amounts from the payment due and payable by the designated authority to the SI as may be required to offset any losses caused to the designated authority as a result of such event of default and the SI shall compensate the designated authority for any such loss, damages or other costs, incurred by the designated authority in this regard. Nothing herein shall effect the continued obligation of the subcontractor (If allowed / applicable) / other members of its Team to perform all their obligations and responsibilities under the Contract in an identical manner as were being performed before the occurrence of the default.
- vi) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the SI which may have resulted from such default and pursue such other rights and/or remedies that may be available to the designated authority under law.

#### **3.14.40. TERMINATION**

- a) The designated authority may, terminate this Contract in whole or in part by giving SI a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - i) Where the designated authority is of the opinion that there has been such Event of Default on the part of SI / SI's Team which would make it proper and necessary to terminate the Contract and may include failure on the part of SI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under the Contract.

- ii) Where it comes to the designated authority's attention that SI (or SI's Team) is in a position of actual conflict of interest with the interests of the designated authority, in relation to any of terms of SI's Bid, the RFP or this Contract.
- iii) Where SI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against SI, any failure by SI to pay any of its dues to its creditors, the institution of any winding up proceedings against SI or the happening of any such events that are adverse to the commercial viability of SI. In the event of the happening of any events of the above nature, the designated authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity
- iv) The designated authority may terminate the Contract Agreement due to reason specified in clause 3.4.38;
- v) The designated authority may terminate the Agreement if it comes to knowledge of the designated authority that the SI or any of the SI's personnel or the SI's Sub- Contractors( If allowed / applicable) or such Sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- b) Termination for Insolvency: The designated authority may at any time terminate the Contract by giving written notice to SI, without compensation to SI, if SI becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the designated authority.
- c) SI may, subject to approval by the designated authority, terminate this Contract before the expiry of the Term by giving the designated authority a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

#### **3.14.41. CONSEQUENCE OF TERMINATION**

1. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the designated authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the designated authority and/ or the successor agency/ service provider, as may be required, to take over the obligations of SI in relation to the execution/continued execution of the requirements of the Contract.
2. Where the termination of the Contract is prior to its stipulated Term on account of a Default on the part of SI or due to the fact that the survival of SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the designated authority, through unilateral re-determination of the consideration payable to SI, shall pay SI for that part of the Services which have been authorized by the designated authority and satisfactorily performed by SI up to the date of termination. Without prejudice to any other rights, the designated authority may retain such amounts from the payment due and payable by the designated authority to SI as may be required to offset any losses caused to the designated authority as a result of any act/omissions of SI. In case of any loss or damage due to default on the part of SI in performing any of its obligations

with regard to executing the Schedule of Requirements under the contract, SI shall compensate the designated authority for any such loss, damages or other costs, incurred by the designated authority. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of SI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the designated authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of SI's Bid, the Bid Document and the Contract

3. Nothing herein shall restrict the right of the designated authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the designated authority under law.

4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

5. Any and all payments under this clause shall be payable only after the SI has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the designated authority. In case of expiry of the Agreement, the last due payment shall be payable to the SI after the SI has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the designated authority.

#### **3.14.42. CHANGE CONTROL NOTE (CCN)**

a) This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by SI and changes to the terms of payment.

b) Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annexure 11 of the RFP). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of Authority.

c) SI and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

d) SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN SI/Lead Bidder shall provide as a minimum:

- a description of the change;
- a list of deliverables required for implementing the change;
- a timetable for implementation;
- an estimate of any proposed change; or any relevant acceptance criteria;

- an assessment of the value of the proposed change;
- Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.

e) Prior to submission of the completed CCN to the authority, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.

f) Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided SI meets the obligations as set in the CCN. In the event SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by SI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

g) Authority after approving change request will consider it for consideration of the payment in next payment cycle.

### 3.14.43. QUOTATION

a) SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN SI/Lead Bidder shall provide as a minimum a description of the change;

- a list of deliverables required for implementing the change; a timetable for implementation;
- an estimate of any proposed change; any relevant acceptance criteria;
- an assessment of the value of the proposed change;
- Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.

b) Cost for the change request in CCN will be included in the subsequent invoice of the next month.

c) Prior to submission of the completed CCN to the designated City SPV authority or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service Levels affected by the change and the total effect that may arise from implementation of the change.

d) Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided SI meets the obligations as set in the CCN. In the event SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by SI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

### B. SERVICE LEVELS

#### **3.14.44. PURPOSE**

- a) The purpose is to define the levels of service provided by SI to the designated authority for the duration of the contract. The benefits of this are:
- b) Start a process that applies to the designated authority and SI attention to some aspect of performance, only when that aspect drops below the threshold defined by the designated authority
- c) Help the designated authority control the levels and performance of SI's services
- d) The Service Levels are between the CSML and SI.

#### **3.14.45. SERVICE LEVEL AGREEMENTS & TARGETS**

- a. This section is agreed to by the designated authority and SI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 3.14.42 and 3.14.43 for SLA Change Control.
- b. The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contact.
- c. The procedures in Clause 3.14.47 shall be used if there is a dispute between the designated authority and SI on what the permanent targets should be.

#### **3.14.46. GENERAL PRINCIPLES OF SERVICE LEVEL AGREEMENTS**

The Service Level agreements have been logically segregated in the following categories:

- a. Liquidated Damages: The liquidated damages shall come into effect once the notification of Award has been issued by the designated authority. It would be mainly applicable on the implementation phase of the project.
- b. Service Level Agreement: SLA would be applicable during the implementation and during operations and maintenance phase of the project. The penalties shall be applicable on Operations & Maintenance cost of the project calculated quarterly

#### **3.14.47. SERVICE LEVELS AGREEMENT (SLA) AND MONITORING:**

SLA defines the terms of the contractor responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section.

The contractor must comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase and for a period of three (3) years (O & M period). The contractor must supply appropriate software/hardware/ automated tools which can centrally collect performance data from the underline monitoring systems across all applications to measure and report the performance of SLA & penalty calculations. This tool should be platform agnostic.



The Service Level parameters shall be monitored on a periodic basis, as per the individual parameter requirements. The contractor shall be responsible for providing appropriate web based online SLA measurement and monitoring tools for the same. The Contractor shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of the designated authority, within a reasonable period of time defined in this contract, then the CSML shall have the right to take appropriate penalizing actions, or take action for termination of the contract.

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

**"Hardware"** means all Computer hardware including warranty machines and networking /LAN.

**"Camera"** means all types of cameras used in ICSS.

**"Network"**: means the portion internal computer network owned or operated on behalf of Service Provider that extends from the outbound port on a Customer's cabinet switch to the outbound port on the border router and includes all redundant internet connectivity, bandwidth, routers, cabling and switches.

**"Total Time"** - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.

**"Uptime"** - Time period for which the specified services/ outcomes are available in the period being considered for evaluation of SLA. Formulae for calculation of Uptime: 
$$\text{Uptime}(\%) = \{1 - [(Downtime)/(Total\ time - \text{scheduled maintenance time})]\} * 100$$

**"Downtime"**- Time period for which the specified services/ components/ outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the contractor.

**"Scheduled Maintenance Time"** - Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The contractor is required to take at least 10 days prior approval from the designated authority for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.

**"Incident"** - Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user

**"Response Time"** - Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.

**"Resolution Time"** - Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

### 3.14.48. PRIORITIZATION APPROACH

Service requests for problems received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of ICSS (Intelligent City Surveillance System) as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request. Critical, important, and supportive application functions are defined in the section below on Application function type

Severity Code	Definition
1	A problem has made a critical application function unusable or unavailable and no workaround exists.
2	A problem has made a critical application function unusable or unavailable but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.
3	A problem has diminished critical or important application functionality or performance but the functionality still performs as specified in the user documentation.
4	A problem has diminished supportive application functionality or performance.

### 3.14.49. RESPONSE AND RESOLUTION TIMES

Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved.

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution
1	15 minutes	2 hours	Every 30 min.	4 hours
2	30 minutes	2 hours	Every 2 hours	8 hours
3	1 hour	8 hours	Every 4 hours	4 calendar days
4	1 hour	Next business day	Weekly	20 calendar days

- **Initial Response** is when a ticket is opened and acknowledged by help desk staff.
- **Estimation Response** is when the user that logged the ticket is informed of an estimated resolution time.
- **Subsequent Responses** is the frequency with which the user that logged the ticket is updated on the resolution status.

### **3.14.50. PENALTIES :**

1. A maximum level of performance penalties is established and described in the section
2. Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the quarter for all the three months
3. Maximum Penalty applicable for any quarter shall not exceed 10% of the applicable fees for the respective quarterly.
4. Three consecutive quarterly deductions of 10 % of the applicable fee on account of any reasons shall be deemed to be an event of default and termination.
5. The payment to the agency shall be on quarterly basis and the penalty shall also be calculated on quarterly basis as per the SLAs stated in the contract agreement.

### **3.14.51. MEASUREMENT OF SLA**

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

Payment to the Contractor is linked to the compliance with the SLA metrics. The matrix specifies three levels of performance, namely,

- a) The Contractor will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100.
- b) The Contractor will get lesser payment in case of the lower performance. (For e.g. if SLA point score is 80 then the Contractor will get 20% less on the quarterly payment – The formula calculating the deductions is  $-(100 - \text{SLA Point Score})\%$ )
- c) If the performance of the Agency in respect of any parameter falls below the prescribed lower performance limit, debit points are imposed for the breach.

The credit (+) points earned during the quarter will be considered for computing penalty. The monthly payment shall be made after deducting the liquidated damages as mentioned above.

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Contractor and approved and audited by the designated authority or its appointed Consultant for accuracy and reliability.

CSML shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by the designated authority on an annual basis after consulting the Contractor, Project Management Consultants and other experts. All the changes would be made by the designated authority after consultation with the Contractor and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

Total liquidated damages to be levied on the Contractor shall be capped at 10% of the total contract value. However, the designated authority would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value. Liquidated damages to be levied during Post Implementation period shall be capped at 10% of the OPEX value. The designated authority would also have right to invoke termination of contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

**a) SLA during Implementation Stage**

Definition	Timely delivery of deliverables would comprise entire bill of material that is Computer Hardware and Network, and as per successful UAT of the same.
Service Level Requirement	All the deliverables defined in the contract has to be submitted  On-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the timelines mentioned in the section "Project Timelines"
Penalty for non-achievement of SLA Requirement	Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.2% of the Total CAPEX of Request Order value per week for first 8 weeks and 0.3% per week for every subsequent week. If the liquidated damage reaches 10% of the total contract value, Authority may invoke termination clause. Liquidated damage will be computed on Total Capex value of contract/Request order value of the particular phase

**b) Post Implementation SLA based on Uptime**

Sl no.	Performance Area	Metric	Points	Metric	Points	Metric	Points
1	PTZ cameras	99.5%	15	99.5% to 98.5%	15	<98.5%	0

Sl no.	Performance Area	Metric	Points	Metric	Points	Metric	Points
2	Fixed Bullet Cameras	99.5%	10	99.5% to 98.5%	5	<98.5%	0
3	VMS	99.95%	25	99.95% to 99.9 %	15	<99.9%	0
4	Mobile App Server	99.95%	10	99.95% to 99.9 %	5	<99.9%	0
5	Network	99.95%	10	99.95% to 99.9 %	5	<99.9%	0
6	CSP	99.95%	20	99.95% to 99.9 %	10	<99.9%	0
7	Emergency Call Box	99.5%	5	99.5% to 98.5%	2	<98.5%	0
8	Public Address System	99.5%	5	99.5% to 98.5%	2	<98.5%	0

### EXCEPTIONS

The following events do not constitute a Downtime:

Interruption due to scheduled maintenance, alteration, or implementation, where the Service Provider provides at least Ten(10) working days prior written notice and mutually agreed by the Authorities; The scheduled maintenance should be carried out during non-peak hours (like post midnight, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.

Failure of the Client's links, Internet connectivity or end user software, access circuits, local loop or any network not owned or managed by Service Provider.

Negligence or other conduct of Client's or its Authorized Persons, including a failure or malfunction resulting from applications or services provided by Client's or its Authorized Persons.

A shut down due to circumstances reasonably believed by Service Provider to be a significant threat to the normal operation of the Services, the Service Provider's facility, or access to or integrity of Customer data (e.g., hacker or virus attack).

Failure or malfunction of any equipment or services not provided by Service Provider

Any abuse or fraud failure to comply with the Acceptable User Policy on the part of Client and its Authorized Persons

### (i) GENERAL INSTRUCTIONS RELATED TO SLAs MENTIONED ABOVE

- a) Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances & certain locations, the designated authority /End user department may agree to qualify as “beyond the control of Bidder”.
- b) Power shut down would not be considered as “beyond the control of Bidder”.
- c) Damages due to Road Accident / Mishap shall be considered as “beyond the control of Bidder”.
- d) Deliberate damage to field devices: camera, Pole etc. would not be considered as “beyond the control of Bidder”

Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, Bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for Resolution. of Critical Level / Medium Level / Low level issues. In case bidder doesn’t adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

### **3.14.52. REPORTING PROCEDURES**

- a) SI representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include “actual versus target” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be submitted to Authority along with monthly invoice.
- b) Also, SI may be required to get the Service Level performance report audited by a third-party Auditor appointed by the designated authority.

### **3.14.53. ISSUE MANAGEMENT PROCEDURES**

#### **(i) General**

- a) This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between the designated authority and Bidder
- b) Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at lower management levels.

#### **(ii) Issue Management Process**

- a) Either the designated authority or SI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b) Any unresolved issues/disputes concerning the Project/Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the

Project Manager is unable to resolve any issue/dispute within 5 days of reference to them, the Project Manager shall refer the matter to the Program Management Committee. If the Program Management Committee is unable to resolve the issues/disputes referred to them within 15 days the unresolved issue/dispute shall be referred to Steering Committee / high powered committee/Project Implementation Committee for resolution. The Steering Committee within 30 days of reference to them shall try to resolve the issue/dispute.

- c) If the Steering Committee fails to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in Clause 18 of this section of RFP.

### **3.14.54. SERVICE LEVEL CHANGE CONTROL**

#### **(i) General**

It is acknowledged that this Service levels may change as the designated authority's business needs will evolve over the course of the contract period. As such, this document also defines the following management procedures:

- a) A process for negotiating changes to the Service Levels
- b) An issue management process for documenting and resolving particularly difficult issues.
- c) The designated authority and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- d) Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

#### **(ii) Service Level Change Process:**

The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues shall also be addressed. SI's representative shall maintain and distribute current copies of the Service Level document as directed by the designated authority. Additional copies of the current Service Levels shall be available at all times to authorized parties.

#### **(iii) Version Control / Release Management:**

All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred

## 4. Special Conditions of Contract (SCC)



## 4. Special Conditions of Contract (SCC)

### 4.1. SCOPE OF WORK

Scope of work includes, supply, install, testing, trial run and commissioning and carry out defect liability period (DLP) including Operation and Maintenance for 3 years (including associated purchases and services) including support during defects liability period and guarantee period of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein.

Name of work under this tender are **"Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi"** as listed out in the Bill of Quantities and technical specifications.

The items of supply have to satisfy the technical specifications mentioned for each item.

1. The material shall be supplied and installed by the contractor at Kochi as per the details indicated in Scope of work / Technical Specifications.
2. The price quoted by the tenderer includes all cost like transportation, loading, unloading fixing, Installation, testing, trial run and commissioning at the premises / site mentioned in this tender including operation and maintenance for 3 years as detailed in bill of quantities and technical specifications.
3. CSML reserves the right to blacklist a bidder for a suitable period in case of failure to honor their bid without sufficient ground.
4. No sub-contracting is permissible.
5. Samples Upon request from CSML of the Items may be shown to CSML, and got approved before effecting supplies.
6. CSML reserve the right to reject any or all the Tenders in full or part without assigning any reasons and the decision of CSML shall be final and is binding on all Concerned. No appeal against the decision of the CSML shall be entertained.

The incidental services to be provided are as under. The costs shall be included in the contract price:

- i) On-site assembly, installation, erection and commissioning of the supplied equipment.
- ii) Furnishing of system design and efficiency characteristics required for development and/or maintenance of the supplied Goods
- iii) Furnishing of three sets of detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment.
- iv) Furnishing the tools required for assembly and/or maintenance of the supplied equipments.

On-site training of minimum 20 No's of personnel designated by Employer, in the installation, operation maintenance and repair of established system. Training shall be provided for 3 month prior to completion of O & M contract period

#### **4.2. WORK PROGRAM**

Within 7 days of the acceptance of the tender (receipt of letter of acceptance) the Supplier shall submit to the Purchaser for his approval 3 copies of a detailed programme in the form of a bar chart showing the all activities of manufacture, supply and delivery of the various components of ICSS. Details to be shown in the programme shall include such items as preparation and submission of drawings, placing of works orders (Suppliers own sub-supplier's), tests at place of manufacture, deliveries to Site. The programme shall be updated from time to time throughout the Contract period as required by the Purchaser, on the basis of revisions approved by the Purchaser following discussions with the Supplier. The programme shall be consistent with the delivery schedule specified in this bid.

#### **4.3. PROGRESS REPORT**

The Supplier /SI shall submit during the first week of each month a progress report in such form that actual progress to the end of the preceding month may be compared with the approved programme.

#### **4.4. WARRANTY / GUARANTEE AND REPLACEMENT:**

The SI /contractor shall warranty that everything to be furnished under this contract i.e. various Components of ICSS including connected accessories shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples, if any and shall if operable, operate properly. This warranty shall commence from the date of issue of Go-Live certificate. It shall be Three-year from the date of issue of Go-Live certificate of the product. The contractor's liability in respect of any complaints/defect and/or claims shall be limited to the furnished and installation of replacement parts free of any charge to the extent that such replacement are attributable to or arise from faulty workmanship of materials or design in the manufacture of the equipment, or wear and tear during normal use, provided that the defects are brought to the notice of the contractor within the warranty period. The warranty herein contained shall not apply any material which shall have been repaired or altered by the CSML or on his behalf if anyway without the consent of the contractor so as to affect its strength, performance of reliability or to any defect to any part due to misuse, negligence or accident. All replacement and repairs at the CSML shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily. If the contractor desires, the replaced products can be taken over by them for disposal as they deem fit within period of one month from the date of replacement. At the expiry of this period, no claim whatsoever shall be on the CSML. The decision of the CSML in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC; During warranty, the supplier shall carry out the calibration of various components of Various Components of ICSS including connected accessories without extra cost once in 6 months.

OR

- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be Rs.1000/day.

All the Components of ICSS including connected accessories shall be guaranteed for satisfactory usage, free of defects for a continuous period of 3 (Three) years from the date of Go-Live. Any defects noticed during this period shall be rectified / replaced free of cost at the concerned location within 1 (one) week from the date of receipt of intimation of defect/failure from the said location.

If they are not rectified or replaced within this period, the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A Guarantee certificate in the above form shall be submitted along with the initial bill of the supplied items. Any expenditure incurred in the transportation of various Components of ICSS including connected accessories for rectification or replacement will be to the suppliers account.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.

For purposes of the Warranty, the place(s) of final destination(s) shall be: Kochi Municipal Corporation area as specified in Schedule of Requirements

#### **4.5. SUPPLY OF MATERIALS AND SPECIFICATIONS:**

All the materials to be supplied and used for execution of work /assignment shall be to the technical specification mentioned in the contract. Supply of all the ordered Components of ICSS including connected accessories shall be completed within the time schedule specified in the purchase order/ LOA/ Contract agreement. The entire quantity of best quality of various Components of ICSS including connected accessories shall be delivered and installed (if required) at the designated locations in Kochi in good condition. The Transit / Freight Charges, Insurance, all the Taxes including GST, Loading and Unloading charges and all other incidental charges for the supply and delivery of the ordered goods in good condition to the designated locations shall be borne by the Contractor at his own risk and cost. In case of the Contractor from the states other than Kerala, it shall be their responsibility to get necessary interstate permit for the delivery of the ordered goods in time. The working models should be commissioned in the presence of receiving officials.

#### **4.6. INSPECTIONS & TESTING AT MANUFACTURERS PREMISES**

Contractor should enable CSML to inspect the materials being supplied by him before they are supplied /delivered upon request from CSML. Where ever standards mentioned as ISI, the same means as BIS (Bureau of Indian Standards) as applicable for such material/ work.

After ensuring that all equipments are ready for inspection, the Purchaser / Employer shall be informed for Inspection and Testing of the equipments. The successful supplier shall arrange to supply one set of complete packages at the manufacturing site in conformity to specifications for ensuring the quality for the entire supply. The Purchaser / a committee comprising of officials from the concerned department / purchaser appointed inspection agency will inspect and certify the quality of specified Equipment as per relevant latest Indian/International Standards and mutually agreed quality assurance plan. The Supplier shall be responsible to obtain permission and provide all facilities to carry out such testing as required and obtain all required permission for successful inspection and testing.

A mutually agreed quality assurance plan will be developed which provides for inspection and certification by the inspection agency at specified times during/after the manufacture, fabrication and assembly of such items.

Inspecting authorities shall certify each of the supply for adherence to the specified standards which is mandatory for payment.

The Supplier shall at his own or manufacturers cost at manufacturers premises provide the necessary gauges/instruments, supply and prepare for all tests and supply all labour and apparatus for testing which may be necessary for carrying out the tests as required for the equipments specified.

The Purchaser reserves the right to reject any Equipment for lack of independent testing. A certificate shall be produced by the Supplier at time of carrying out every test showing the readings obtained, all calculations and full details of the calibration certification referred to. No item required to be tested shall be forwarded to the delivery site, until its test certificate has been approved in writing by the Purchaser. Six copies of the works test / inspection certificates shall be submitted.

If the workmanship found defective or performance is not as per specified conditions, the Supplier shall take immediate steps to rectify the deficiency to the required standards and offered for re-testing.

#### **4.7. INSURANCE:**

The delivery of the Components of ICSS including connected accessories in fully packed and labeled condition as per the statutory norms and the specifications given in the Tender Document to the designated destinations on time shall be the responsibility of the Contractor. The transit loss/theft/pilferage/damage of the goods under any circumstances shall be the liability of the Contractor. Insurance and transit insurance of the goods shall be the liability of the Contractor.

#### **4.8. PACKING AND LABELING:**

The packing shall conform to relevant packing standards. The contractor should however, ensure that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. Each item shall be packed in a box of appropriate size to avoid damage/breakage. Appropriate quantity of item shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit. Each corrugated box shall be labeled and the label shall contain the following: NOT FOR SALE, Handle with care, "System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi" by the CSML, Contractor's company code No., Quantity, Serial Number, Date, Month and Year of manufacturing.

#### **4.9. DESIGN**

Offered equipment shall be of reputed make and proven design. The Supplier shall design the equipment to the Purchaser's requirement and in accordance with the requirement detailed below. The design shall be in accordance with the best modern practice and shall facilitate inspection, cleaning and lubrication and repair to ensure satisfactory operation under all service conditions. The equipment or any part thereof may be of the Supplier's standard design provided that such design is generally in accordance with the specification. The Supplier's design calculations, if called for, shall be submitted to the Purchaser. Approval by the Purchaser of the Supplier's design or drawings shall not relieve the Supplier of any of his obligations or liabilities under this contract.

#### **4.10. DRAWINGS - GENERAL**

All drawings provided by the Supplier shall be of size A1 within a border of 810 mm x 560 mm in the form of black lines in a white background and shall show the following particulars in addition to the Supplier's Name, Date, Scale, Number and Title:

CSML

Contract No: .....

#### **4.11. PRELIMINARY DRAWINGS**

The Supplier shall submit 3 (THREE) prints of preliminary drawings showing the layout and dimension of the Equipments / proposed components of ICSS, and all other necessary details to the Purchaser.

#### **4.12. DETAILED DRAWINGS**

The Supplier shall submit to the Purchaser 3 (THREE) prints of all working drawings and such general and detailed drawings as the Purchaser may require from time to time. These shall include details of Equipments / proposed components of ICSS etc. These drawings (together with any of the said Preliminary Drawings which may be necessary), having been corrected or amended as necessary to the Purchaser's approval, shall become the Approved Drawings to be used for manufacturing of the Equipment. Any other drawing as required by the Purchaser shall be submitted by the Supplier.

Unless specific instructions are given by the Purchaser in writing, no drawings other than Approved Drawings shall be used for the manufacture of the Equipment.

#### 4.13. RECORD DRAWINGS

Drawings shall show whole of the Equipments / proposed components of ICSS as assembled. Further these shall also show all major sub-assemblies.

#### 4.14. INSTRUCTION MANUALS

The SI shall provide 3 bounded sets of approved Instruction Manuals. All descriptive leaflets, instruction sheets, charts, lists, pamphlets and other documents that are used in compiling each manual shall be contained in one or more binders designed to prevent loss of contents. Each bounded copy shall be titled with the name of the Purchaser, the name of the Equipment, the Contract number, the name of the SI and with information to identify the subject matter and shall include a detailed index to all literature contained therein. The instruction Manuals shall be approved in draft form initially by the Purchaser. The Instruction Manuals shall comprise both operating instructions and maintenance instructions.

A separate section of the manuals shall be devoted to each type of equipment. It shall contain a detailed description of its construction and operation and shall include all relevant pamphlets and lists of parts with procedure for ordering spares. The detailed sections of the manual, if necessary, shall contain further maintenance instructions and fault location and diagnosis charts. The manuals shall be printed on A4 size sheets and bound in twin lock binders. Reduced size of Record Drawings shall be included in the Manuals.

The operating instruction shall include the following:

- a. Step by step direction on setting the equipment to work listing all adjustments and setting necessary for the correct functioning of the equipment.
- b. Instructions on monitoring of equipment performance and sample log sheets for each item of equipment, to be completed by operators on a routine basis.
- c. "Do's and Don'ts" in equipment operations, operators' attention shall be drawn to all operations considered to be dangerous to operators of likely to cause damage to the equipment.

The maintenance instructions shall include the following:

- a) Checking; testing and replacement procedures to be carried out on all mechanical and electrical items on a daily, weekly and monthly basis or at longer intervals to ensure trouble free operation.
- b) Fault locations and remedy charts to facilitate tracing the cause of malfunction or breakdown and correcting faults.
- c) Complete list of recommended lubricants lubrication charts.
- d) A 'spares schedule' which shall consist of a complete list of itemized spares for all equipment with ordering references and part numbers.

- e) Full instruction to cover the complete dismantling and re-assembly of all items of the equipment supplied.
- f) Part-list and drawings or exploded diagrams for each item of equipment.

#### **4.15. deleted**

PI refer 4.4

#### **4.16. GUARANTEE**

The Supplier's guarantee both in respect of performance; output and efficiency shall be binding under the Contract. The fulfillment of these guarantees will be verified during the Tests on Supplier's premises in India.

If during operation, the functional performance output of any piece of equipment or component thereof does not prove to be of the specified capacity/rating, the Supplier shall replace the unit of component with another of at least the same performance and quality at no cost to the Purchaser.

#### **4.17. SPARE PARTS**

The Supplier shall procure at his own cost, required spare parts to be included in operation and maintenance costs for satisfactory maintenance of equipment for Various Components of ICSS including connected accessories without scope for penalty as per applicable clauses for Breakdown of Various Components of ICSS including connected accessories

In the event of breakdown and delay for more than the period specified, due to the replacement or repairs of spares, penalty will be levied on the Supplier as specified and approved.

#### **4.18. TOOLS**

A complete set of necessary standard and special tools shall be supplied by the Supplier to enable assembly or dismantling to be carried out on any part of the equipments supplied, whether of an electrical, mechanical or other nature, during the life of the equipment and shall be listed by the Suppliers in the General schedule.

The tools supplied shall include general and any other special tools which may be required during the life of equipment.

#### **4.19. SAFETY**

Suppliers shall be solely responsible for safety of men, materials and equipments during the performance of all operation and maintenance Works. Supplier shall take satisfactory precautions to protect the surrounding environment and appurtenances from damage that might be inflicted upon them by the use of equipment. Any damage inflicted upon at operation site or other public or private property as a result of the Supplier's equipment / goods operations, regardless of the method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by the Supplier at his sole expense without any obligation to authority.

Supplier shall not enter into any segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated by Suppliers and/or Purchaser. Supplier shall perform all work in accordance with the latest confined space entry regulations. The Supplier

shall comply with all the precautions as required for the safety of the workmen.as far as they are applicable to the contract.

When worker are employed for operations, the supplier shall ensure to provide warning signals or boards to prevent accident .

#### **4.20. SUBMITTALS**

Submittals shall be made by the Suppliers in accordance with the procedures set forth by the In-charge Engineer, and as described below.

1. The Supplier shall submit monthly work report as required by the Engineer In-charge.
2. The Suppliers shall submit O & M plan for preview and acceptance by the Purchaser prior to performing operation and maintenance work. The SI may change his O & M plan only by written notice to the Purchaser.
  - a. The Suppliers shall insure that all permits related to their scope of work have been obtained, and the Suppliers shall comply with all requirements of those permits. The Suppliers shall show evidence that all required permits have been obtained by submitting a copy of all such permits to the Owner.
  - b. Copies of records of all disposals of activities carried out including handling operations in accordance Legal Relations and Responsibility to the Public.

#### **4.21. INCOME / CORPORATE TAXES IN INDIA:**

- a. The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the supplier shall include all such taxes in the contract price.
- b. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser shall effect such deductions from the payment due to the supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.
- c. The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.





## 4. ANNEXURES

**Annexure 1 - Guidelines for Pre-Qualification proposal (part of Technical proposal)**

**Annexure 1.1 - Check-list for the documents to be included in the Pre-Qualification Proposal**

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Furnish Proof of Tender Fee and EMD submitted			Reference No: Date
2.	Furnish Bid Covering Letter As per format provided at <a href="#">Annexure 2.2</a>			Reference No: Date of Letter:
3.	Furnish Bidders' Particulars As per format provided at <a href="#">Annexure 1.2</a>			Name of Bidder(s):
4.	Furnish Power of Attorney (PoA) in favour of Authorized signatory & consortium /JV agreement As per format provided at <b>Annexure 1.5</b> & <a href="#">Annexure 6</a>			Date of PoA: Name of Authorize Person:
5.	To fulfill requirement of " <b>Sl. No. PQ1</b> " <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b>  Furnish Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or corresponding Act in abroad. Copy of Registration Certificates <ul style="list-style-type: none"> <li>For Global Players , Equivalent certificate in the country of incorporation</li> </ul> Copy of purchase orders showing at least 5 years of operations OR Certified true copy of relevant extracts of balance sheet and profit loss statements for last 5 year demonstrating bidder have been in operation for at least 5			Registration Number: Date of Incorporation:

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
	years as on date of submission of the bid			
6.	<p>To fulfill requirement of "<b>SI. No. PQ2</b>" <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>Furnish Copy of Certificates from the Statutory Auditor for the last 3 (Three) financial years 2016-17, 2017-18, 2018-19, in order to fulfill eligibility criteria indicated in "<b>SI. No. PQ2</b>" of <b>Clause 1.3.14 of Section 1 Instructions to Bidders / Applicants</b></p> <p>Financial capability details to be filled as per the format given as <a href="#">Annexure 1.4</a></p>			<p>Year-wise details of turnover, balance sheet, financial statement, , certified by Chartered Accountant /</p> <p>Company Secretary</p>
7.	<p>To fulfill requirement of "<b>SI. No. PQ3</b>" <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>Furnish Copy of Certificates from the Statutory Auditor for the last 3 (Three) financial years 2016-17, 2017-18, 2018-19, in order to fulfill eligibility criteria indicated in "<b>SI. No. PQ3</b>" of <b>Clause 1.3.14 of Section 1 Instructions to Bidders / Applicants</b></p> <p>Financial capability details to be filled as per the format given as <a href="#">Annexure 1.9</a></p>			
8.	<p>To fulfill requirement of "<b>SI. No. PQ4</b>" <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>Furnish Copy of Certificates from the Statutory Auditor for the last 3 (Three) financial years 2016-17, 2017-18, 2018-19, in order to fulfill eligibility criteria indicated in "<b>SI. No. PQ4</b>" of <b>Clause 1.3.14 of Section 1 Instructions to</b></p>			

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
	<p><b>Bidders / Applicants</b></p> <p>Financial capability details to be filled as per the format given as <a href="#">Annexure 1.10</a></p>			
9.	<p>To fulfill requirement of "<b>Sl. No. PQ5</b>" <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>Furnish Copy of Work Order / Purchase order, Copy of agreement, Copy of client acceptance letter, Copy of Goods Receipt endorsed by client, Copy of completion certificate in order to fulfill eligibility criteria indicated in "<b>Sl. No. PQ5</b>" of <b>Clause 1.3.14 of Section 1 Instructions to Bidders / Applicants</b></p> <p>Project citation details be provided as per the format given as <a href="#">Annexure 1.3</a></p>			<p>Issuing By:</p> <p>Issuing Date:</p>
10.	<p>To fulfill requirement of "<b>Sl. No. PQ6</b>" <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>Furnish Valid copy of the ISO 9001:2015 / <b>CMMI Level 5I</b> and ISO 27001:2013. Also, the Lead bidder (System Integrator) should be CMM level 5I/ISO 9001:2015 certified in order to fulfill eligibility criteria indicated in "<b>Sl. No. PQ6</b>" of <b>Clause 1.3.14 of Section 1 Instructions to Bidders / Applicants</b></p> <p>Valid Copy (ies) of certificates as substantial evidence to be submitted as proof.</p>			<p>Issuing By:</p> <p>Issuing Date:</p> <p>Validity Date:</p>
11.	<p>To fulfill requirement of "<b>Sl. No. PQ7</b>" <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>Furnish List of office (s) and Support Centre in</p>			

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
	<p>Cochin</p> <p>OR</p> <p>Letter for undertaking to open office or Support Centre in Cochin within one month from date of signing contract in order to fulfill eligibility criteria indicated in <b>"Sl. No. PQ7"</b> of <b>Clause 1.3.14 of Section 1 Instructions to Bidders / Applicants</b></p> <p>Self-certified Address on Letter head to be submitted</p>			
12.	<p>To fulfill requirement of <b>"Sl. No. PQ 8"</b> <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>Furnish Declaration for not blacklisted by Central / State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal in order to fulfill eligibility criteria indicated in <b>"Sl. No. PQ 8"</b> of <b>Clause 1.3.14 of Section 1 Instructions to Bidders / Applicants</b></p> <p>Undertaking by the authorized signatory as per the format given as <b>Annexure 4</b></p>			<p>Reference No:</p> <p>Date of Letter:</p>
13	<p>To fulfill requirement of <b>"Sl. No. PQ9"</b> <b>Clause 1.3.13 Pre-Qualification Eligibility Criteria of Section 1 Instructions to Bidders / Applicants</b></p> <p>In support of Bidding capacity, pl furnish Certificate from the Statutory Auditor (Chartered Accountant) / Company Secretary in order to fulfill eligibility criteria indicated in <b>"Sl. No. PQ9"</b> of <b>Clause 1.3.14 of Section 1</b></p>			Annexure 1.12

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
	<p><b>Instructions to Bidders / Applicants</b></p> <p>Self-certified Address on Letter head to be submitted</p>			
14.	<p>Furnish Valid Copy (ies) of PAN Card and GSTIN Registration certificates in order to fulfill following eligibility criteria</p> <p>Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should have GSTIN Registration Certificate and also PAN Card.</p>			<p>Issuing By:</p> <p>Issuing Date:</p>
15.	<p>Sole Bidder or Lead Member and all member of its consortium should furnish Undertaking as per the format given as <a href="#">Annexure 1.6</a></p> <p>Undertaking required declaring that, "shall abide by all the conditions set forth and also undertake to take back the rejected defective Goods at our risk &amp; cost replaces the same within the stipulated time".</p>			<p>Reference No:</p> <p>Date of Letter:</p>
16.	<p>Sole Bidder or Lead Member and all member of its consortium should furnish Undertaking as per the format given as <a href="#">Annexure 1.7</a></p> <p>Undertaking required declaring that, "work will be carried out as per the delivery schedule indicated in the RFP"</p>			<p>Reference No:</p> <p>Date of Letter:</p>

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
17.	<p>To fulfill requirement of <b>Clause 1.2.7 Total Responsibility of Section 1 Instructions to Bidders / Applicants</b></p> <p>The bidder needs to furnish "Total responsibility Certificate" as per the format provided in order to fulfill eligibility criteria indicated in <b>Clause 1.2.7 Total Responsibility of Section 1 Instructions to Bidders / Applicants</b></p> <p>furnish in the format given as <b>Annexure 1.8</b></p>			<p>Reference No:</p> <p>Date of Letter:</p>
18	<p>In case of authorized dealer, furnish the tender specific authorization letter from their manufacturers, to submit offer against this tender.</p>			<p>Reference No:</p> <p>Date of Letter:</p>
19.	<p>The Sole Bidder or Lead Member or any member of its consortium should have Service facility for the Goods to be supplied under this RFP</p> <p>Substantial documentary evidence to be submitted as proof. Also, Undertaking required stating the same.</p>			<p>Reference No:</p> <p>Date of Letter:</p>



### Annexure 1.2 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

Sl. No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration, Certificate of Incorporation	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's GSTIN	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Bank Credentials	
15.	Main Business of the Bidding firm:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

**Annexure 1.3 - Format to Project Citation**

Sl. No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

**Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.**

**Annexure 1.4 - Financial Capability of the Applicant /Bidder**

**(Supporting documents to be attached)**

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)" along with the Bid.

Note:\* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

**Each Bidder or member of a JV must fill in this form**

Annual Turnover Data for the Last 3 Years (Civil Construction only)			
Year	Amount Currency	Exchange Rate	INR Equivalent
Year-1 2018- 19			
Year-2 2017- 18			
Year-3 2016- 17			
Average Annual Construction Turnover for the Last 3 Years			

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to INRs at the rate of exchange at the end of the period reported.

### Annexure 1.5 - Consortium Agreement

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)

To know all men by these presents that we parties whose details are as follows;

1. M/s \_\_\_\_\_, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_"), which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its \_\_\_\_\_.
2. M/s \_\_\_\_\_, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_"), which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its \_\_\_\_\_.

Have entered into a Joint Venture/Consortium agreement for the purpose of request for qualification/proposal/securing the work of \_\_\_\_\_ vide tender No: \_\_\_\_\_ and with our principal place of business at \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_"), which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns)

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint "\_\_\_\_\_", who is the lead member of the JV/Consortium as our duly constituted Lawful Attorney (hereinafter referred as "Attorney/Lead Member") to exercise all or any of the powers for and on behalf of the Joint Venture Company/Consortium Members in regards to the Specification No: \_\_\_\_\_ the bids for which have been invited by the Cochin Smart Mission Limited (herein after referred to as "CSML")

- a. To submit proposal and participate in the above-mentioned bid specification of CSML on behalf the "Consortium/ Joint venture Members".
- b. To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with CSML for and on behalf of the "Consortium / Joint venture Members".
- c. To do any other act or submit any document related to the above.
- d. To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".
- e. To authorise any person, employee or otherwise to represent the Lead Member and Consortium/JV for doing the aforesaid
- f. In the event of an order placed on the Joint Venture/Consortium the work shall be executed as per the terms and conditions of the Purchase Order issued and the Agreement executed between CSML and the Joint Venture.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the Joint Venture/Consortium and Cochin Smart Mission Limited, if tender is awarded in favour of the JV/Consortium.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney/Lead Member and its authorised person/s pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney/Lead Member shall always be deemed to have been done by us.

IN WITNESS THEREOF, the Members constituting the Joint Venture/Consortium as previously mentioned have executed these presents on this \_\_\_ day of \_\_\_\_\_ under the Common Seal(s) of their companies.

For \_\_\_\_\_

For \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

Witnesses:

- 1.
2. ....

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder

**Annexure 1.6 – DECLARATION FORM**

(To be submitted on the Letterhead of the responding firm)

**DECLARATION FORM**

Date: dd/mm/yyyy

To

**Chief Executive Officer  
Cochin Smart Mission Limited (CSML)  
99th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

**Sub :** Request for Proposal for ""**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**"" under **Smart City Mission**""

RFP Reference No: XX

Dear Sir,

I / We .....having the registered office at .....declare that I / We have carefully read all the terms and conditions of Tender floated by the CSML for the above work strictly conforming to the specification as given in the Tender Document and I / We shall abide by all the conditions set forth therein. I / We also undertake to take back the rejected defective Goods at our risk & cost and replace the same within the stipulated time.

**Signature of the Tenderer**

**With Seal**

**Annexure 1.7 – UNDERTAKING ON DELIVERY SCHEDULE**

(To be submitted on the Letterhead of the responding firm)

**UNDERTAKING**

**Sub :** Request for Proposal for “**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**” under **Smart City Mission**”

RFP Reference No: XX

Dear Sir,

It is certified that I / We .....have offered to carry out the work of “**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**” under **Smart City Mission**” as per the delivery schedule indicated in the RFP

**Signature of the Tenderer**

**With Seal**

**Annexure 1.8 – TOTAL RESPONSIBILITY CERTIFICATE**

(To be submitted on the Letterhead of the responding firm)

**TOTAL RESPONSIBILITY CERTIFICATE**

Date: dd/mm/yyyy

**Sub :** Request for Proposal for “**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**” under **Smart City Mission**

RFP Reference No: XX

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for “**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**” for the duration mentioned in RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address



**Annexure 1.9 : Average Liquidity**

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)" along with the Bid.

Note:\* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

**Certificate from the Statutory Auditor (Chartered Accountant) / Company Secretary**

**The said certificate also need to be counter signed by authorized signatory of the bidder**

**Each Bidder or member of a JV must fill in this form**

Average Annual Current Liquidity for the Last 3 Years			
Year	Amount Currency	Exchange Rate	INR Equivalent
Year-1 2018- 19			
Year-2 2017- 18			
Year-3 2016- 17			
Average Annual Current Liquidity for the Last 3 Years			

**\*\* Liquidity (Net of Current Asset- Net of Current liabilities)**

Note:

- i) The bidder shall provide supporting documents like letter from the Banks for the revolving line of credit facility etc specific to the project (in format **annex 1.11**) if average annual current liquidity of last three years is below the requirement, in such case bidder has to submit the line of credit from bank in format given in annexure 1.11

**Annexure 1.10: Average Network**

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)" along with the Bid.

Note:\* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

**Certificate from the Statutory Auditor (Chartered Accountant) / Company Secretary**  
**The said certificate also need to be counter signed by authorized signatory of the bidder**

**Each Bidder or member of a JV must fill in this form**

Annual Network for the Last 3 Years			
Year	Amount Currency	Exchange Rate	INR Equivalent
Year-1 2018- 19			
Year-2 2017- 18			
Year-3 2016- 17			
Average Annual Network for the Last 3 Years			

**Annexure 1.11:** Sample Form for assured revolving line of credit facility

**(To be submitted by a Reputed Bank on the Bank's Letter head)**

**Date:** (Insert Date)

**To: Chief Executive Officer,**  
Cochin Smart Mission Limited (CSML),  
9th Floor, Revenue Tower,  
Park Avenue, Kochi 682011.

**Subject: Letter of Assurance for Revolving line of credit facility for INR.....**

Dear Sir,

**WHEREAS** \_\_\_\_\_ [name and address of Bidder] (hereinafter called the "Bidder") intends to submit a bid for \_\_\_\_\_ Cochin Smart Mission Limited , Kochi (name of contract work)" under the Chief Executive Officer, Cochin Smart Mission Limited (CSML) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the Chief Executive Officer, Cochin Smart Mission Limited (CSML) through IFB no. CSML/----- Date: -----; and

**WHEREAS** the Bidder has requested that an assured revolving line of credit be provided to it for executing the \_\_\_\_\_ (name of contract work) In the event that the Contract is awarded to it; then

**KNOW ALL THESE PEOPLE** by these presents that We \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [name of Country] having our registered office at \_\_\_\_\_ [address of registered office] are willing to provide to \_\_\_\_\_ (the Bidder) a sum of up to \_\_\_\_\_ [amount of guarantee in figures and words] as an assured revolving line of credit for executing the Works under \_\_\_\_\_ name of contract work) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

**SEALED** with the Common Seal of the said Bank on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Date: \_\_\_\_\_ Signature of the Bank: \_\_\_\_\_

Witness: \_\_\_\_\_ Seal: \_\_\_\_\_

**[Signature, name and address]**

### Annexure 1.12: Available bidding capacity Information and declaration

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)" along with the Bid.

**The bidder shall have to submit an affidavit duly signed by the CA or auditors of the company on non judicial stamp paper of Rs 200 duly Notarised by the Notary Public to the effect that he has considered all ongoing projects to be completed in next three years.**

Note:\* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

(To be submitted by bidder through affidavit as explained)

Availability of Bidding Capacity should be atleast equal to **INR 40.00 Crore** (as indicated in **Section III (Qualification Criteria)**).

Available bid capacity will be evaluated using following formula stated below:

$$\text{Bidding capacity} = 2.5 \times A \times N - B$$

Where

A = maximum annual required turnover in last five financial years taking into account the completed as well as works in progress (updated to the current price level, rate of inflation shall be **7 % per year**).

N = Number of years prescribed for completion of works for which bids has been invited which is 0.50 years

B= Value at current price level of existing commitments and ongoing works to be completed during the next 1 **years**. Bidders will give a calculation for the same.

Bidders will submit an undertaking in original confirming that the details of all such works have been provided either being executed in their name or being executed as joint venture within India or abroad (bidder's share).

**4 Annexure 1.13: FORM OF PARENT COMPANY GUARANTEE**

Brief description of Contract-----

Name and address of Employer --- -----  
(together with successors and assigns).

We have been informed that ----- (hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a parent company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we (-----  
-----name of parent company) irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Contractor's obligations and liabilities including the financial support from time to time ( strike through if bidding company is financially self reliant ) under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration of the same country by one or more arbitrators appointed in accordance with such Rules. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Date  
Signature (s)

Authorized  
  
With Seal of Company

**Annexure 2. – Guidelines for Technical Proposal**

**Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal**

Sl. No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Furnish Bid Covering Letter  As per format provided at <a href="#">Annexure 2.2</a>			Reference No:  Date of Letter:
2.	Project Implementation Approach  As per format provided at <a href="#">Annexure 2.3</a>			-
3.	Furnish Copy of Work Order / Purchase order, Copy of agreement, Copy of client acceptance letter, Copy of Goods Receipt endorsed by client, Copy of completion certificate to support that the Sole Bidder or Lead Member or any member of its consortium fulfills eligibility criteria detailed in <a href="#">Section 1.3.13</a> and <a href="#">Section 1.3.14</a> pertaining to experience of similar works  Project citation details be provided as per the format given as <a href="#">Annexure 1.3</a>			Customer Name:  Work Order/ Purchase order / agreement / client acceptance letter / Goods Receipt endorsed by client / completion certificate Number and Date  Project Value:  Completion Date:
4.	OEM Authorization Form  As per format provided at <a href="#">Annexure 2.4</a>			OEM Name:  Date:

## Annexure 2.2 - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**Chief Executive Officer**

**Cochin Smart Mission Limited (CSML)**

**9<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

**Sub :** Request for Proposal for "**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**" under **Smart City Mission**

RFP Reference No: XX

Dear Sir,

With reference to your RFP for "**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**" under **Smart City Mission**, we hereby submit our Prequalification, Technical Bid and Commercial Bid for the same.

I .....(in case of single bidder) or We, .....<<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of "**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**" under **Smart City Mission**, do hereby propose to provide our services as specified in the bid submitted by us.

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "**Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**" under **Smart City Mission** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and CSML or its appointed representatives.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [ ] in the form of [.....] and Tender fee of INR [ ] online through e-Tendering Portal ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)),

- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 120 days from the date of opening of Technical bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
- i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, providing facility management O & M and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

If our proposal is accepted, we will obtain a Performance Bank Guarantee in the prescribed format, issued by a Scheduled Commercial Bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CSML. We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CSML is true,



accurate, verifiable, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CSML as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by Purchaser.

We hereby submit our Bid for **"Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi"** under **Smart City Mission**

1. \*Strike off whichever is not applicable
2. We enclose a Online payment details Ref No.....dated.....for Rs.----- (-----), towards Earnest Money /Bid Security drawn in favour of Chief Executive Officer, CSML, (should be drawn on any Scheduled Commercial bank).This is enclosed in a separate cover.  
[SEP]
3. We have downloaded/not downloaded the bid document from the e-tender website and have enclosed/already paid a Online payment details/ any other instrument No.....dated .....for Rs -----(-----). [SEP]
4. We have enclosed bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid packet. [SEP]
5. We agree to abide by all the conditions mentioned in the RFP (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). [SEP]
6. DECLARATION:[SEP] We have gone through carefully and understood the contents of this RFP Document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.
7. In case of any clarifications please contact \_\_\_\_\_ email at \_\_\_\_\_

Date:  
(Signature)  
(Name)  
(In the capacity of )  
[Seal / Stamp of bidder]  
Witness Signature:

Witness Name:  
Witness Address:

### Annexure 2.3 - Project Implementation Approach

#### i. Structure of Proposed Solution

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers / Approach components while detailing out their solution.

SI No.	Particulars
<b>I</b>	<b>Understanding of requirement and overall Implementation approach</b>
(1)	- Understanding of the requirement
(2)	- Work Plan and its adequacy
<b>II</b>	<b>Robustness and quality</b>
(1)	End to end integrated solution proposed
(2)	Hardware deployment and integration approach encompassing all solutions
(3)	Timelines and modalities for implementation in a time bound manner
(4)	Project implementation approach / strategy and operations and plan including comprehensiveness of fallback strategy and planning during rollout
(5)	Project Monitoring and Communication Plan- Bidder's approach to project monitoring and communications among stakeholders.
(6)	Quality Control plan - Bidder's approach to ensure quality of Goods /Work /Services and deliverables
(7)	Any other area relevant to the scope of work and other requirements of the Project
<b>III</b>	<b>Assessment of Manpower deployment, Training and Handholding plan</b>
(1)	Deployment strategy of Manpower
(2)	Contingency management
(3)	Mobilization of existing resources and additional resources as required
(4)	Training and handholding strategy (must include training of designated Staff before Go-Live and during implementation phase)
<b>IV</b>	<b>Operation and Maintenance Plan</b>

ii. **Project Plan**

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

Activity-wise Timelines							
SI No	Item of Activity	Month wise Program					
		Month -1	Month 2	Month -3	Month- 4	Month- 5	Month -6 and so on.....
	Project Plan						
1	Activity 1						
1.1	Sub - Activity 1						
1.2	Sub - Activity2						
1.3	Sub- Activity 3						
2	Activity 2						
2.1	Sub - Activity 1						
2.2	Sub - Activity2						
3	Activity 3						
3.1	.....						
3.2	.....						
3.3	.....						

**Note:** The above activity chart is for the purpose of illustration only. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.

iii. **Manpower Plan**

(i) **Month-wise Manpower (On-site) from Start date to Till Go-Live (Implementation Phase)**

A **Detailed Manpower Plan** covering break-up for each month must be provided for the stipulated period of completion as per format given below.

<b>Month-wise Manpower (On-site) from Start date to Till Go-Live (Implementation Phase)</b>							
<b>SI No</b>	<b>Manpower</b>	<b>Month wise Program</b>					
		<b>Month -1</b>	<b>Month 2</b>	<b>Month -3</b>	<b>Month- 4</b>	<b>Month- 5</b>	<b>Month -6 and so on.....</b>
1	Project Manager						
2	Surveillance Expert/ Solution Architect						
3	Cloud DC/DR Expert						
4	Network Engineer						
5	Mobile App Developer						
6	Support Staff						

(ii) **Manpower after Go-Live during Operation and Maintenance period of 3 years**

<b>SI No</b>	<b>Manpower</b>	<b>During the entire O &amp; M period of 3 years</b>	
		<b>Minimum Quantity</b>	<b>Required Minimum Deployment</b>
1.	Programme Manager	1	100%
2.	Surveillance Expert/ Solution Architect	1	As per project requirement
3.	Cloud DC/DR Expert	1	100%
4.	Network Engineer	1	As per project requirement
5.	Mobile App Developer	1	As per project requirement
6.	CCTV Technician	4	100%

**Annexure 2.3.4 - Details of Resources proposed**

**Summary of resource Proposed**

SI No	Name of the Staff	Proposed Role	Qualification	Certification	Experience	Area of Expertise	Position assigned	Deployment Time committed for the assignment
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Annexure 2.3.5 - Curriculum Vitae (CV) of Team Members

<b>1</b>	<b>Name of the Position</b>				
<b>2</b>	<b>Name of Firm</b>				
<b>3</b>	<b>Name of Expert</b>				
<b>4</b>	<b>Total Years of Experience</b>				
<b>5</b>	<b>Areas of Expertise and no. of years of experience in this area.</b>				
<b>6</b>	<b>Date of Birth</b>		<b>Citizenship</b>		
<b>7</b>	<b>Education</b>				
<b>8</b>	<b>Membership in Professional Associations (Professional Certifications)</b>				
<b>9</b>	<b>Countries of work Experience</b>				
<b>10</b>	<b>Language Skills (mark Excellent/Good/Average)</b>	<b>Language</b>	<b>Read</b>	<b>Write</b>	<b>Speak</b>
		<b>English</b>			
		<b>Malayalam</b>			
		<b>Hindi</b>			
	<b>&lt;Add Language&gt;</b>				
<b>11</b>	<b>Employment Record</b>	<b>Employer</b>	<b>Position</b>	<b>From</b>	<b>To</b>
		[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]			
<b>12</b>	<b>Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned</b>				
<b>Project 1</b>					
<b>Project Name</b>					
<b>Year</b>					
<b>Location</b>					
<b>Employer</b>					
<b>Client</b>					
<b>Main Project Feature</b>					
<b>Position Held</b>					
<b>Activity Performed</b>					
<b>Expert's contact:</b>					
<b>e-mail:</b>					
<b>Phone:</b>					
<b>Certification:</b>					
I, the undersigned, certify that to the best of my knowledge and belief that					

- This CV correctly describes my qualifications and my experience
- I was not part of the team who wrote the Scope of Work for this RFP.
- I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Name of the Expert	Signature	Date
--------------------	-----------	------

### **Annexure 2.3.6 - Compliance to Requirement (Technical / Functional Specifications)**

*The bidder should provide compliance to the requirement specifications (both technical and functional) specified in the **Annexure 10** of this RFP. Compliance against each requirement line item should be provided.*



**Annexure 2.4 - Format for OEM Authorization**

(This form has to be provided by the OEMs of the products proposed)

Date :

To,

**Chief Executive Officer  
Cochin Smart Mission Limited (CSML)  
9th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

RFP Ref: <-->

Dear Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured / developed by us.

We herewith certify that the above mentioned equipment / products are not end of the life and we hereby undertake to support these equipment for the duration of minimum Five years from the date of start of O & M period..

Yours faithfully,

(Name)

(Name of Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

### Annexure 3 – Guidelines for Financial Proposal

#### Annexure 3.1 - Financial Proposal Format & Instructions

**To be submitted on e-Tendering Portal only (i.e. [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in))**

**Bill of Quantities ( BOQ )is uploaded separately as Microsoft excel file.**

#### Instructions:

- a) Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated ie Technical proposal and Prequalification documents along with EMD.
- b) The Bidder shall submit their bid online only through the e-GP web site of Kerala([www.etenders.kerela.gov.in](http://www.etenders.kerela.gov.in)) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid
- c) CSML does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 3 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format under BOQ.
- f) All the prices are to be entered in Indian Rupees ONLY
- g) CSML reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) CSML shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by CSML whatsoever.

- j) Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

Annexure 3.2 **Financial Proposal Covering Letter**  
(To be submitted on the Letterhead of the Bidder)

Date:

To

**Chief Executive Officer**

**Cochin Smart Mission Limited (CSML)**

**9<sup>th</sup> Floor, Revenue Tower, Park Avenue,  
Kochi - 682 011, India.**

**Sub: Bid for .....**

Dear Sir,

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
  2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
  3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
  4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by CSML;
6. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
  7. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
  8. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
  9. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
  10. We understand that CSML shall take into account all Taxes including GST, Duties & Levies for the purpose of evaluation & selection of L-1 bidder
  11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Place:

Yours  
faithfully,

(Signature of the Authorized  
signatory) (Name and designation of the of the  
Authorized signatory)

Name and seal of Bidder/Lead Member

**Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the Bidder)

**(To be provided by Lead bidder and all members of Consortium in separate letters)**

Date: dd/mm/yyyy

To

**Chief Executive Officer,  
Cochin Smart Mission Limited (CSML)  
9th Floor, Revenue Tower, Park Avenue,  
Kochi - 682 011, India.**

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

**RFP Reference No: XX**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, CSML reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

**Annexure 5 - Format of sending pre-bid queries**

**RFP Reference No: XX**

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				
3				
4				
5				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

**Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Word / Excel for making consolidation process easy.**

**Annexure 6 – (A) Power of Attorney by Sole Bidder (B) By Lead Bidder**

**(A) Format for Power of Attorney**

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

To know all men by these presents that, I, \_\_\_\_\_, holding the post of \_\_\_\_\_ and competent authority of \_\_\_\_\_ (the Bidder/Lead Member of the Joint Venture/Consortium) do hereby constitute, appoint, authorise and nominate ----- (Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/ RFP/Tender No: \_\_\_\_\_, floated by M/s Cochin Smart Mission Limited for **Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi** including signing and submission of all the documents and providing necessary information/response to Cochin Smart Mission Limited and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between -----(the Bidder/Joint Venture/Consortium) and Cochin Smart Mission Limited, if tender is awarded in favour of -----(the Bidder / JV/Consortium), whichever is applicable.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of -----(the Bidder/ Joint Venture/Consortium).

IN WITNESS THEREOF, WE ----(the Bidder/ Lead Member of the Joint Venture/Consortium as previously mentioned) have executed these presents on this \_\_\_ day of \_\_\_\_\_ at\_\_\_\_\_.

**For -----(Bidder/ Lead Member)**

**Competent Authority**

Witness:

Notarized Accepted

Signature of the Applicant

(Signature, name, designation and address)

Accepted,

\_\_\_\_\_ (Signature)



(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.200/- stamp paper and above
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

---

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I \_\_\_\_\_, the Company Secretary of \_\_\_\_\_, certify that \_\_\_\_\_ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

**Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.**

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

**POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER**

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)

To know all men by these presents that we parties whose details are as follows;

3. M/s \_\_\_\_\_, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its \_\_\_\_\_.
4. M/s \_\_\_\_\_, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its \_\_\_\_\_.

Have entered into a Joint Venture/Consortium agreement for the purpose of request for qualification/proposal/securing the work of \_\_\_\_\_ vide tender No: \_\_\_\_\_ and with our principal place of business at \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns)

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint "\_\_\_\_\_", who is the lead member of the JV/Consortium as our duly constituted Lawful Attorney (hereinafter referred as "Attorney/Lead Member") to exercise all or any of the powers for and on behalf of the Joint Venture Company/Consortium Members in regards to the Specification No: \_\_\_\_\_ the bids for which have been invited by the Cochin Smart Mission Limited (herein after referred to as "CSML")

- g. To submit proposal and participate in the above-mentioned bid specification of CSML on behalf the "Consortium/ Joint venture Members".
- h. To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with CSML for and on behalf of the "Consortium / Joint venture Members".
- i. To do any other act or submit any document related to the above.
- j. To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".
- k. To authorise any person, employee or otherwise to represent the Lead Member and Consortium/JV for doing the aforesaid

- I. In the event of an order placed on the Joint Venture/Consortium the work shall be executed as per the terms and conditions of the Purchase Order issued and the Agreement executed between CSML and the Joint Venture.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the Joint Venture/Consortium and Cochin Smart Mission Limited, if tender is awarded in favour of the JV/Consortium.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney/Lead Member and its authorised person/s pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney/Lead Member shall always be deemed to have been done by us.

IN WITNESS THEREOF, the Members constituting the Joint Venture/Consortium as previously mentioned have executed these presents on this \_\_\_ day of \_\_\_\_\_ under the Common Seal(s) of their companies.

**For** \_\_\_\_\_

**For** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

Witnesses:

- 1.
- 2. ....

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder

**Annexure 7 – Format for Bank Guarantee for Earnest Money Deposit**

(To be stamped in accordance with Stamp Act)

(To be printed on Non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered office at -----, and one of its branches at ----- (Address of the Branch) (hereinafter called the Guarantor) in favour of Cochin Smart Mission Limited, ----- (hereinafter called the beneficiary).

WHEREAS M/s. \_\_\_\_\_ (Name and Address of the Entity participating in the tender) having their address/ registered Office at \_\_\_\_\_ (Address of the Firm's registered Office) (hereinafter called the "Tenderer") wish to participate in the Tender No. \_\_\_\_\_ for \_\_\_\_\_ of (supply / Erection / Supply & Erection / Work/others- specify the purpose) of \_\_\_\_\_ (Name of the material / equipment / work/others- specify) floated by Cochin Smart Mission Limited (hereinafter called the "Beneficiary") and

WHEREAS an EMD of Rs. -----/- has to be submitted by the Tenderer for participating in the aforesaid Tender and

WHEREAS the tenderer has requested the Guarantor for issuing a Bank Guarantee for Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee which will be ----- days beyond initial validity of Tender) towards EMD payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, \_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and do hereby irrevocably undertake to pay immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Tenderer and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_) (in words) on behalf of the Tenderer. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, \_\_\_\_\_ (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether the said tenderer admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the tenderer and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said tender.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ (mention here the date of validity of Bank Guarantee) and shall not be

terminated or affected by liquidation or winding up or insolvency or change in constitution of the tenderer or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or with or without consent by or between the Tenderer and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_ (in words). Our Guarantee shall remain inforce till \_\_\_\_\_ (---- days after the date of validity of the Bid/tender). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be ----- days over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

**Place:**

**Signature of the Bank's Authorized  
Signatory with Official Seal**

**Date:**

**Annexure 8 – Format for (A) Irrevocable Unconditional Performance Bank Guarantee & (B) Format of Advance Payment Security**

**(A) (for performance security)**

(To be printed on Non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered office at -----, and one of its branches at ----- (Address of the Branch) (hereinafter called the Guarantor) in favour of Cochin Smart Mission Limited, ----- (hereinafter called the beneficiary).

WHEREAS M/s. \_\_\_\_\_ (Name of the Contractor) having their address/ registered Office at \_\_\_\_\_ (Address of the Contractor's registered Office) (hereinafter called the "Contractor") was awarded contract for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of \_\_\_\_\_ (Name of the material / equipment / work/others-specify) by Cochin Smart Mission Limited, the "Beneficiary" and

WHEREAS a performance guarantee of Rs. -----/- has to be submitted by the Contractor, before undertaking the contract and

WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs. \_\_\_\_\_ (Amount as stipulated) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee which will be ----- days beyond the contract period) towards Performance guarantee amount payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, \_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and do hereby irrevocably undertake to pay immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Contractor and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. \_\_\_\_\_ (amount as stipulated) (Rupees \_\_\_\_\_) (in words) on behalf of the Contractor. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, \_\_\_\_\_ (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We, \_\_\_\_\_ (Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the

contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ (mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (amount as stipulated) (Rupees \_\_\_\_\_ (in words)). Our Guarantee shall remain inforce till (90 days after the date of validity of the contract). Unless demands or claims under this Bank Guarantee are made to us in writing on or before.....(date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

**Place:**

**Signature of the Bank's Authorized  
Signatory with Official Seal**

**Date:**

**(B) Format of Advance Payment Security**

**(Bank Guarantee- Unconditional)**

**Demand Guarantee**

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered office at -----, and one of its branches at ----- (Address of the Branch) (the Guarantor) in favour of Cochin Smart Mission Limited, ----- (hereinafter called the beneficiary).

WHEREAS

1. M/s. \_\_\_\_\_ (Name of the Vendor/Contractor) having their address/ registered Office at \_\_\_\_\_ (Address of the Contractor's registered Office) (hereinafter called the "Vendor/Contractor") was awarded contract (hereinafter referred as "Contract") for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of \_\_\_\_\_ (Name of the material / equipment / work/others- specify) by the beneficiary and
2. In compliance with the provisions of said Contract, the beneficiary has to make an advance payment of Rs..... (Rupees ... only) against issuance of an advance payment guarantee for Rs.-----/- by a Bank, which the beneficiary can invoke if the vendor/contractor fails to duly perform the aforementioned contract or has used the advance payment for purposes other than the costs of mobilization in respect of the Works.
3. The Vendor/Contractor has requested us (Name of the Bank) \_\_\_\_\_ (Address), which the expression shall unless otherwise repugnant to the context or meaning thereof include all its successors, administrators, representatives and permitted assignees, (herein after referred to as "the Guarantor" ) to issue an irrevocable bank guarantee in favour of the beneficiary, Cochin Smart Mission Limited.
4. For effecting this advance payment, the Guarantor hereby guarantee to the effect that, we irrevocably under-take to pay the beneficiary merely on demand by the beneficiary, without any previous notice and without any demur and without recourse to the Vendor/Contractor and without referring to any other source, an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Any such demand made by Beneficiary on the bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between the Beneficiary and the Vendor/ Contractor or any dispute or disputes raised /pending before any court, Tribunal Arbitrator or any other authority.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).
6. This guarantee will become invalid three months after the completion of the \_\_\_\_\_ (scope of work) by the CONTRACTOR under the said Contract or as soon as this Letter Of Guarantee has been returned to us, whichever the latest, however, on \_\_\_\_\_ unless a claim has been lodged with us under this guarantee before that date.
7. The BENEFICIARY shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee from time to time to extend the time of performance by the CONTRACTOR. The Bank shall not be released from its liability under these presents by any exercise of the BENEFICIARY of the liberty with reference to the matter aforesaid.



8. The Bank also agrees that the BENEFICIARY shall be entitled at his option to enforce this guarantee against the Bank as a Principal Debtor, in the first instance notwithstanding any other Security or Guarantee that it may have in relation to the CONTRACTOR` s liabilities.
9. The Bank further agrees that the decision of the BENEFICIARY as to the failure on the part of the CONTRACTOR to fulfil the Contractual obligations stipulated in the said Contract and/or to the amount payable by the Bank to the BENEFICIARY shall be final conclusive and binding.
10. This guarantee is revocable only with the written consent of the BENEFICIARY.
11. This guarantee shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words). Our Guarantee shall remain inforce till \_\_\_\_\_ (---- days after the date of validity of the contract). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

**Place:**

**Date:**

**Signature of the Bank's Authorized  
Signatory with Official Seal**

**Annexure 9 – FORMAT FOR (A) LOA & (B) CONTRACT AGREEMENT**

**(A) LETTER OF ACCEPTANCE**

**[Letterhead paper of the Employer]**

No.: CSML/ xxxxxxxxxxxxxxxx

xx/xx/ 2019

Date: ...../....., 2018

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[name and address of the Contractor]

Dear Sir,

Sub: - Letter of Acceptance (LOA) for ..... in Ernakulum ABD Area under Smart City Mission, Kochi -Reg.

Ref: - (i)

1. This is to notify you that your above referred Bid dated ..... 2019 for execution of the tender work of "....." RFP no CSML/..... dated ..... (Tender ID: 2019\_KMRL\_.....\_1) for the Accepted Contract Amount of the equivalent of Rs ..... (Rupees ..... Only) (incl. of all taxes,) in Indian Rupees as negotiated, corrected and modified in accordance with the Instructions to Bidders, vide references cited above is hereby accepted by Cochin Smart Mission Limited.
2. You are hereby requested to furnish the Performance Security @ 5% of total contract value equivalent to Rs ..... /- (Rupees ..... only) within 15 days in accordance with the Conditions of Contract.
3. Also, it is requested to enter into a Contract with CSML, within 14 days on receipt of this Letter of Acceptance (LOA) on a stamp paper of Rs ...../- in prescribed format.
4. Until the conclusion of Contract, this Letter of Acceptance (LOA) shall constitute a binding Contract between us.
5. Unless separate notice to proceed is issued, the date of commencement of work shall be 15 days after the date of issue of this Letter of Acceptance
6. The Letter of Acceptance is sent herewith in duplicate. You are requested to accept the same unconditionally and send one copy of it duly signed by the authorized signatory within 7 (seven) days of receipt of this LOA.

Thanking you,

Yours faithfully,

**Attachment: Contract Agreement**

(The value of stamp paper for the agreement which is to be executed by the successful bidder is Re.1/- for every Rs.1000/- or part thereof on the amount agreed in the contract subject to a minimum of Rs.200/- and a maximum of Rs.1 lakh.)

### (B) CONTRACT AGREEMENT

This agreement is entered on this \_\_\_\_\_, 2020 by and between;

**M/s Cochin Smart Mission Limited (CSML)**, incorporated as a company under the provisions of the Indian Companies Act, 2013 and having its **registered office at No.45/965 C/GIDA Building, Chathiyath Road, Pachalam P.O, Kochi – 682012** (hereinafter referred as "**CSML**", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by **Chief Executive Officer**, on the **FIRST PART**

AND

**M/s** ....., wherein its lead bidder is ....., a company having its registered office at -----(hereinafter referred as "**Contractor**", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by ----- on the **SECOND PART**

For the purpose of this agreement, both CSML and the Contractor are collectively called Parties and individually as Party

Whereas –

CSML has floated a Tender for Selection of "**RFP for** ....." vide **CSML/.....** dated ----- (**Tender ID: 2019\_KMRL\_xxxxx\_1**) (hereinafter referred as "Said Tender") and the Contractor turned out to be the successful bidder in the said tender.

CSML in consideration of the bid documents submitted by the Contractor has accepted the bid of the Contractor and issued the **Letter of Award** vide ..... letter dated ..... awarding the said tender to the Contractor for the execution and completion of the works as specified in the tender and remedying any defects therein (hereinafter referred as "Work") for a sum of **Rs.** ..... (Rupees ..... Only/- incl. of all taxes) (hereinafter referred as "contract price")

In compliance with the tender condition as well as the Letter of Award, the Parties do hereby reduced their understandings into this agreement.

### NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the contract documents referred to.
2. **Tenure:** This agreement shall be deemed to have been commenced from ..... and be valid for a period of .....(.....) months.
3. That, several documents as mentioned herein below which forms part of this agreement shall be read mutually supplementary and explanatory to each other
  - a. Letter of Award/Acceptance vide .....letter dated ..... 2019
  - b. Notice Inviting Tender vide No. ....dated ..... 2019
  - c. Request for proposal

- d. Minutes of pre-bid meeting & addendum
- e. Corrigendum
- f. Date corrigendum
- 4. That, unless otherwise expressly provided elsewhere in this agreement in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order;
  - a. This agreement
  - b. Notice to Proceed
  - c. Letter of Award/Acceptance
  - d. Employers requirement
  - e. The Complete Set of Bid Documents submitted by Contractor including Addenda (if any)
  - f. The Special Conditions of the Contract (Particular conditions)
  - g. The General Conditions of the Contract
  - h. Technical Specifications
  - i. Tender drawings
  - j. Financial Bid Proposal submitted by the contractor
  - k. The completed schedules and any other documents forming part of the contract.
- 5. That, in consideration of the payment to be made by CSML to the Contractor as specified hereinabove, the contractor has agreed to execute and complete the work within the tenure of this agreement in strict compliance of the terms and conditions of this agreement.
- 6. That, CSML do hereby covenants to pay the Contractor in consideration of the execution and completions of the Work, the contract price or any other sums as agreed under this agreement as may become payable under the provisions of this agreement at the time and manner as prescribed under the Schedule of this Agreement.
- 7. **Notices:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

In case of CSML COCHIN SMART MISSION LIMITED (CSML) 9th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India. PHONE: 0484-2350355 E-MAIL: csmltenders@gmail.com	In case of Contractor
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- 8. **Dispute Resolution Mechanism:**
  - a. **Arbitration:** In case of any dispute or differences, arising out of this agreement shall be settled amicably between the parties by way of mutual discussion or negotiation. If such dispute or differences could not be resolved within 30 days from the date of commencement of such discussions or negotiation, then the same shall be referred to a Sole Arbitrator (to be appointed by CSML) under the provisions of the Arbitration and Conciliation Act, 1996. Seat of Arbitration shall be Ernakulam. Language of the arbitration proceedings shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties.
  - b. **Jurisdiction:** Subject to above mentioned arbitration clause, any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of the courts at Ernakulam.

IN WITNESS WHEREOF the parties hereto have caused their respective Common sign and Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For Cochin Smart Mission Limited

For .....

\_\_\_\_\_  
 Authorized Signatory Authorized Signatory

For Cochin Smart Mission Limited	For .....
_____ Authorized Signatory	_____ Authorized Signatory

**Witnesses:**

- 1.
  
- 2.

**Annexure 10 ICSS Compliance Matrix**

**2MP IR PTZ Camera**

S No	Parameter	Minimum Specifications	Compliance (Yes/No)
1	Video Compression	H.265 compression technology	
2	Video Resolution	1920x 1080p as per standard SMPTE 274M-2008	
3	Frame rate	60 fps at all resolutions	
4	Image Sensor	1/2.8" Progressive Scan CMOS or better	
5	Lens	10 to 130 mm Auto-focus, 30 X or better	
6	Multiple Streams	Quad streaming fully configurable	
7	Calibration	Automatic self-calibrating when height is set	
8	Day/Night	Removable IR-cut Filter for Day & Night Function	
9	Pan	Pan: 360°	
10	Tilt	Tilt: 120° to 180°,	
11	Zoom	30 optical zoom and 12x digital zoom	
12	Defog	Available	
13	Protocol	TCP, HTTP, HTTPS, RTP, FTP, RTSP, NTP, SMTP, 802.1x, IP v4 & v6 Remote Administration: Remote configuration and status using web-based tool	
14	Security	<ol style="list-style-type: none"> <li>1. Three-level password protection, IP Address filtering, user Access Log, HTTPs encryption</li> <li>2. 802.1x network authentication with EAP/TLS</li> <li>3. On board trusted platform module (TPM), Public Key Infrastructure (PKI) support</li> <li>4. AES 256 Encryption</li> <li>5. Signed Firmware</li> <li>6. IP addresses which have never been successfully logged in and had more than 3 failed log-in attempts during the last 20 seconds are blocked</li> </ol>	
15	Local Storage	Support for SD/SDHC/SDXC card Support for SD card encryption. Built in SD card slot with support minimum 1 TB) with class 10 speed. The camera should have the facility to store the data on local SD card inside the camera in case of network connection loss and the stored data on SD card should be automatically sent to the storage when network reconnects.	

S No	Parameter	Minimum Specifications	Compliance (Yes/No)
16	Camera Analytics	Camera must have edge base analytics Viz; Enter / leave field, Loitering, Line Crossing, Follow route, Idle / removed object, Counting, Occupancy, Crowd density estimation. Bidder to ensure minimum 8 Different types of analytics shall run simultaneously in each Camera.	
17	Alarm I/O	Minimum 1 Input & 1 Output contact integrated/ external for 3rd part interface	
18	Operating conditions with IR	0 °C to +55 °C	
19	Casing	IP 66 Rated, IK 10,	
20	Power	802.3at PoE+ (Class 4) and 24VDC/24AC	
21	Certification	UL, CE ,FCC, EN, BIS,ONVIF Profile S & G	
22	IR Illuminator Identification	IR with minimum 180 meters range	
23	Audio Streaming	Two-way, Full-duplex, 1 IN & 1 Out	
24	OEM Criteria	<p>OEM Criteria</p> <ul style="list-style-type: none"> <li>• OEM without any JV/ Distributor should have their own service center in India since Last 10 years.</li> <li>• OEM Shall have RMA set up in India for last 4 years from the date of submission of bid (not as joint venture, partnership firms or through any other association)</li> <li>• Camera should have MTBF of minimum 10 years duly certified by NABL Accredited LAB or international reputed LAB</li> <li>• The MAC address of the IP cameras must be registered in the same name of OEM supplying the cameras.</li> <li>• The proposed camera OEM should be a member in any of the present "ONVIF Steering Committee (Technical Committee/ Technical Services and Communication Committee)</li> <li>• OEM of CCTV camera must be ISO 9001:2015 and ISO 14001:2015 certified. OEM shall be in top 10 in any of the Physical Security report of IHS in last five years.</li> <li>• The CCTV OEM should have its toll free number for any technical support query from the SI or end customer which is very much required for such a big</li> </ul>	



S No	Parameter	Minimum Specifications	Compliance (Yes/No)
		project. • The Camera OEM should have supplied minimum 2000 cameras in outdoor surveillance projects/Airport or any large project in India.	

### 5 MP IR Fixed Bullet Camera- Compliance Matrix

S No	Parameter	Minimum Specifications
1	Video Compression	H.265 and M-Jpeg or better
2	Video Resolution	3072x1728 (16:9) Format, Day/Night operation
3	Frame rate	30 FPS at all resolutions with Controllable Bit Rate/ Bandwidth and Frame Rate
4	Image Sensor	1/2.9" Progressive Scan CMOS or better
5	lens	Remote zoom and focus
6	Lens Size	Automatic Varifocal lens- Lens 3 to 12 mm or better
7	Infrared Illuminator	Inbuilt IR with minimum 60 meters range
8	Day/Night	Removable IR-cut Filter for Day & Night Function
9	Multiple Streams	Quad streaming fully configurable and Bidder to ensure minimum 2 streams shall be configured at camera high resolution and fps
10	Defog	Available
11	Audio Streaming	Two-way, Full-duplex, 1 IN & 1 Out
12	Analog video output	Available
13	Protocol	TCP, HTTP, HTTPS, RTP, FTP, RTSP, NTP, SMTP, 802.1x, IP v4 & v6 Remote Administration: Remote configuration and status using web-based tool
14	Security	1. Three-level password protection, IP Address filtering, User Access Log, HTTPS encryption 2. 802.1x network authentication with EAP/TLS 3. On board trusted platform module (TPM), Public key infrastructure (PKI) Support 4. AES 256 Encryption 5. Signed Firmware IP addresses which have never been successfully logged in and had more than 3 failed log-in attempts during the last 20 seconds are blocked.
15	Camera Analytics	Camera must have edge base analytics Viz;

S No	Parameter	Minimum Specifications
		a. Parking violation/ Parking time violation. b. Wrong direction movement c. Vehicle detection, identification of Trucks/buses and cars , identification of color of vehicle. d. No Helmet on two wheelers. e. Unattended object - Idle / removed object f. Camera tampering g. Vehicle Tracking h. Accident Detection i. Water Logging j. Garbage Detection k. ANPR l. Enter / leave field, Loitering, Line Crossing, m. Counting, Occupancy, Crowd density estimation. n. Gender recognition based on dress. Bidder to ensure minimum 8 Different types of analytics shall run simultaneously in each Camera.
16	Alarm I/O	Minimum 1 Input & 1 Output contact for 3rd part interface
17	SD Card	Support for SD/SDHC/SDXC card Support for SD card encryption. Built in SD card slot with support minimum 1 TB with Class 10 speed The camera should have the facility to store the data on local SD card inside the camera in case of network connection loss and the stored data on SD card should be automatically sent to the storage when network reconnects
18	Event Trigger	The camera shall be able to send and received trigger directly from any other camera without interface of VMS.
19	Operating conditions	0 °C to +60°C
20	Integrated Casing	IP66 rated & IK10 , Additional Canopy to cover the Camera
21	Certification	UL, CE ,FCC, EN, BIS,ONVIF Profile S & G
	Power	PoE and 12VDC. PoE to follow 802.3 af/at, Auto-MDIX
22	OEM Criteria	OEM Criteria <ul style="list-style-type: none"> <li>• OEM without any JV/ Distributor should have their own service center in India since Last 10 years.</li> <li>• OEM Shall have RMA set up in India for last 4 years from the date of submission of bid (not as joint venture, partnership firms or through any other association)</li> <li>• Camera should have MTBF of minimum 10 years duly certified by NABL Accredited LAB or international reputed LAB</li> <li>• The MAC address of the IP cameras must be registered in the same name of OEM supplying the cameras.</li> </ul>

S No	Parameter	Minimum Specifications
		<ul style="list-style-type: none"> <li>The proposed camera OEM should be a member in any of the present "ONVIF Steering Committee (Technical Committee/ Technical Services and Communication Committee)</li> <li>OEM of CCTV camera must be ISO 9001:2015 and ISO 14001:2015 certified. OEM shall be in top 10 in any of the Physical Security report of IHS in last five years.</li> <li>The CCTV OEM should have its toll free number for any technical support query from the SI or end customer which is very much required for such a big project.</li> <li>The Camera OEM should have supplied minimum 2000 cameras in outdoor surveillance projects/Airport or any large project in India.</li> </ul>

**Video Management Software – Compliance Matrix**

SI No	Technical Specification	Compliance (Yes/No)
<b>General Requirement</b>		
1.	The VMS shall be based on a true open and Cloud ready architecture that shall allow the use of non-proprietary workstation and server hardware, non-proprietary network infrastructure and non-proprietary storage. The VMS application provider must support at least 50 + brands of Cameras and the list of integrations must be listed on the global web site of the application provider.	
2.	<p>Cloud Archiving capabilities:</p> <p>a. The VMS shall support the automatic transfer of video recorded on the recording server on premise (If needed) to the cloud, based on the age of the video.</p> <p>b. The VMS shall have native capabilities to host directly on Govt of India approved MeITY Public cloud providers for live viewing and recording in cloud</p> <p>c. The VMS must be able to playback live and recorded video in cloud directly on the Client interface, Web client or on Mobile Client.</p> <p>d. The VMS must be able to integrate with 3rd party applications like FRS, analytics etc. directly in cloud.</p> <p>e. The VMS shall allow users to search video stored in the cloud through the same functionality used when querying video that is stored locally either on camera or a recording server. On Premise recording server is an optional component only.</p> <p>f. If on premise recording server is considered in future the VMS shall have the capacity to move video archives to the MeITY approved cloud provider with ability to move the recordings after a present number of days.</p>	
3.	The VMS shall integrate cameras using dedicated driver or using the	

SI No	Technical Specification	Compliance (Yes/No)
	industry standards ONVIF Profile S and Profile G. The same must be listed on the ONVIF website.	
4.	The Proposed VMS Solution shall seamless unify with the Integrated Command and Control and Communication platform and provide a consistent user experience and operator along with the other Public safety solutions. The VMS application provider must be among the top 10 vendors Globally as per IHS research report	
5.	The Security application shall offer a complete and scalable video surveillance solution which allows cameras to be added on a unit-by unit basis. The database shall support more than 5000 cameras / IP end points in a single Hardware machine.	
6.	The Proposed VMS Solution Shall support native Fail over with in application with no dependency on any external application for both hardware and application redundancy.	
7.	The VMS shall support Security Systems MPEG-4 and H.264 or H 265 encoders, decoders, IP cameras, IP Domes, also supporting MPEG-2 and another compatible ATM bridge.	
8.	The Fail over and Fall back management and recording Server shall be on hot standby, ready to take over during the primary management server fails. No manual action from the user shall be required. The fail over time should not be beyond 1 Min and there should not be any loss in the Live video and recorded video.	
9.	The Standby VMS server shall support disaster recovery scenarios where a server can be in another geographic area (or building) and only take over if Primary server become offline.	
10.	The Standby Server shall support real-time synchronization of the configuration databases for high reliability.	
11.	The Application shall offer a plug and play type hardware discovery service.	
12.	The VMS shall be able to simultaneously configure multiple encoders or decoders, even of different types. When devices of different types are being configured, only the parameters available in all devices are available for configuration.	
13.	Automatically discover Video surveillance units as they are attached to the network. The VMS shall auto-discover associated IP devices with their default IP addresses, and allow auto-assignment of unique IP addresses.	
14.	Discover Surveillance units on different network segments, including the internet, and across routers with or without network address translation (NAT) capabilities.	
15.	The Application shall have the capacity to configure the key frame interval (I-frame) in seconds or number of frames.	
16.	The VMS shall provide up to 10 different and independent programmable recording schedules. The schedules may be programmed to provide different record frames rates for day, night, and weekend periods as well as	

SI No	Technical Specification	Compliance (Yes/No)
	special days. Advanced task schedules may also be programmed that could specify allowed logon times for user groups, when events may trigger alarms, and when data backups should occur	
17.	The Application shall support Direct Multicast from Camera. For network topologies that restrict the Application from sending multicast UDP streams, the application shall redirect audio/video streams to active viewing clients on the network using multicast UDP.	
18.	The Application shall allow important video sequences to be protected against normal disk clean-up routines.	
19.	The application shall have the following options when protecting a video sequence: Until a specified date, for a specified number of days, indefinitely (until the protection is explicitly removed for evidence).	
20.	The application shall support edge recording capabilities with ability to playback the video recorded at different speeds and ability to offload the video recorded on the application server on schedule, on event, or manually to store it on the recording server.	
21.	The proposed software shall be scalable to support live viewing and automatic transfer of video recorded to the cloud on demand basis, based on the age of the video for future scalability and the hosted Cloud Platform must be among the approved vendors as per the GI Cloud initiative from Govt of India. The proposed application must provide a single interface to monitor, collaborate and action for both on premises and cloud devices like cameras, ANPR devices etc	
22.	The Application shall be capable to handle both IP v4 and IP v6 Unicast and Multicast traffic with both PIM - SM and PIM - DM support.	
23.	The application management server should not have any limitation on the no of recording servers added on one single management / fail over server. Any limitations must be clearly specified by the bidder.	
24.	There should not be any dependency on the end point MAC address for licensing for ease of operations.	
25.	The VMS specified shall support the English language or shall use the same language as the Operating System language.	
26.	The VMS shall allow the establishment of user groups that have access rights to specific cameras, priority for pan/tilt/zoom control, rights for exporting video, and access rights to system event log files. Access to live, playback, audio, PTZ control, preset control, and auxiliary commands shall be programmable on an individual camera basis.	

SI No	Technical Specification	Compliance (Yes/No)
27.	<p>The VMS shall support Dual Authorization logon. It shall function as follows:</p> <ul style="list-style-type: none"> <li>a) Dual Authorization user groups may be created.</li> <li>b) Logon pairs, consisting of any two normal user groups, may be assigned to each Dual Authorization user group.</li> <li>c) A separate set of privileges and priorities can be assigned for each Dual Authorization user group.</li> <li>d) For each user group assigned as part of a logon pair, it shall be configurable whether the group can: - Log on either individually or as part of the logon pair- Or log on only as part of the logon pair.</li> <li>e) If a user that is part of logon pair logs on individually, then he shall receive the privileges and priorities of his assigned user group. If the same user logs in as part of a logon pair, i.e. being authorized by the second user, then the user shall receive the privileges and priorities assigned to the Dual Authorization group to which the pair is assigned</li> <li>f) The logbook shall log the log on procedure to identify a single user or a dual authorization log on. Subsequent user actions shall be logged as the actions of the first user.</li> </ul>	
28.	<p>The VMS shall support Lightweight Directory Access Protocol (LDAP) that allows integration with enterprise user management systems such as Microsoft Active Directory.</p>	
<b>Human Machine Interface</b>		
1.	<p>The Monitoring UI shall fulfill the role of a Unified Security Interface that can monitor various Video, and other system events and alarms, as well as view live and recorded vide</p>	
2.	<p>he Monitoring UI shall fulfil the role of a Unified Security Interface that can monitor various Video, and other system events and alarms, as well as view live and recorded video.</p>	
3.	<p>To enhance usability and operator efficiency, the Monitoring UI shall support the following UI concepts:</p> <ul style="list-style-type: none"> <li>a. Dynamically adaptive interface that adjusts in real-time to what the operator is doing.</li> <li>b. Dynamic dashboard loaded with entity-specific widgets (e.g. door and camera widgets).</li> <li>c. Use of transparent overlays that can display multiple types of data in a seamless fashion.</li> <li>d. Display tile menus and quick commands.</li> <li>e. Consolidated and consistent workflows.</li> <li>f. Tile menus and quick commands easily accessible within every display tile of the user workspace.</li> <li>g. Single click functionality for reporting and tracking. The Monitoring UI shall support both single-click reporting for various system elements. Single-click reporting or tracking shall create a new task with the</li> </ul>	

SI No	Technical Specification	Compliance (Yes/No)
	selected entities to report on or to track.	
<b>Monitor Support</b>		
1.	The VMS shall support monitors connected to IP decoders.	
2.	It shall be possible to configure monitors in full screen mode, quad mode or 9 to 1 monitor configuration. When in any mode, the VMS shall be able to select video and control cameras in any quadrant.	
3.	It shall be possible to group monitors into Monitor Groups (MGs). An MG shall specify a monitor arrangement of rows and columns.	
4.	It shall be possible to restrict access to MGs to specified Operator Client workstations.	
<b>Operator Workflow :</b>		
1.	A workflow shall be a sequence of operations an operator or administrator shall execute to complete an activity. The "flow" relates to a clearly defined timeline or sequence for executing the activity.	
2.	The Monitoring UI shall be equipped with consistent workflows for various City wide elements like video, Communication systems that it unifies	
3.	The user shall have full control over the user workspace through a variety of user-selectable customization options. Administrators shall also be able to limit what users and operators can modify in their workspace through privileges.	
4.	Once customized, the user shall be able to save his or her workspace.	
5.	The user workspace shall be accessible by a specific user from any client application on the network.	
6.	Display tile patterns shall be customizable.	
7.	Event or alarm lists shall span anywhere from a portion of the screen up to the entire screen and shall be resizable by the user. The length of event or alarm lists shall be user-defined. Scroll bars shall enable the user to navigate through lengthy lists of events and alarms	
8.	he video management system shall provide an Image Window that displays a collection of Image Panes. The layout shall be optimized for standard and widescreen monitors. With standard monitors the number of image panes per image window shall be variable between 1 (a single full-window video) and 25, arranged in a 5x5 grid. A slider shall be available allowing the grid size to be changed from 1x1, 2x2, 3x3, 4x4, and 5x5. With widescreen monitors the number of image panes per image windows shall be variable between 1 and 30, arranged in grids of 1x1, 3x2, 4x3, 5x4, and 6x5. The VMS shall allow image panes to be enlarged or decreased in size within the grid. E.g., in a 5x5 grid, a single image pane can be enlarged to use 4 of the grid elements, creating a larger image within the grid. Any pattern can be created within the grid structure. An image pane can be resized by clicking and dragging on any corner, dragging the corner to the desired size	
9.	Additional customization options include: show/hide window panes,	

SI No	Technical Specification	Compliance (Yes/No)
	show/hide menus/toolbars, show/hide overlaid information on video, resize different window panes, and choice of tile display pattern on a per task basis.	
10.	The Monitoring UI shall provide an interface to support the following tasks and activities common to Various systems	
11.	Monitoring the events from a live security system	
12.	Generating reports, including custom reports.	
13.	Monitoring and acknowledging alarms.	
14.	Creating and editing incidents and generating incident reports	
15.	Displaying dynamic graphical maps as well as executing actions from dynamic graphical maps unified with Integrated Command Control and Communication (IC4) platform.	
16.	The live video viewing capabilities of the Monitoring UI shall include:	
a.	The ability to display all cameras attached to the system both Public, Collaborative monitoring and Cloud based entities.	
b.	The ability to drag and drop a camera into a display tile for live viewing.	
c.	The ability to drag and drop a camera from a map into a display tile for live viewing.	
d.	The video management system shall support digital zoom of any image pane. A dedicated graphical control shall be provided in the user interface for this purpose. In addition, the mouse wheel shall control digital zoom when the mouse cursor is hovering over a selected image pane.	
e.	The ability for audio communication with video units with audio input and output.	
f.	The video management system shall support PTZ control with a dedicated graphical joystick control, supporting Pan, Tilt, Zoom, Iris, Focus and Aux Command operations. It shall also support PTZ control via clicking the mouse in the image panes. For PTZ cameras, the cursor shall change to indicate the Pan/Tilt direction when hovering over the corresponding image pane. The Pan/Tilt speed shall increase as the cursor moves farther from the center of the image pane. An area in the center of the image pane shall be used for zoom-in/zoom-out control. Once zoom is initiated, the zoom speed shall increase as the cursor is moved farther from the center of the image pane.	
g.	The video management shall implement the concept of a selected image pane. The selected image pane shall be highlighted. There shall always be a selected image pane in the Operator Client application. The selected image pane is always used for control commands, e.g. PTZ control, instant playback control, and audio replay	
h.	The ability to bookmark important events for later retrieval on any archiving camera and to uniquely name each bookmark in order to facilitate future searches	
i.	The ability to start/stop recording on any camera in the system that is	



SI No	Technical Specification	Compliance (Yes/No)
	configured to allow manual recording by clicking on a single button.	
j.	The ability to activate or de-activate viewing of all system events as they occur	
k.	The ability to switch to instant replay of the video for any archiving camera with the simple click of button.	
l.	The ability to take snapshots of live video and be able to save or print the snapshots	
m.	The ability to browse through a list of all bookmarks created on the system and select any bookmarked event for viewing.	
n.	The VMS shall export video and audio data optionally in its native recording format to a USB drive, CD/DVD drive, a network drive, or a direct attached drive. The exported data in native recording format shall include all associated metadata. Viewer software shall be included with the export. Once installed, the viewer software allows playback of the streams on any compatible Windows PC.	
o.	Tools for exporting video sequences in standard video formats, such as ASF, MP4	
p.	The ability to encrypt exported video files with industry standard encryption	
q.	The video management system shall support automatic sequencing. It shall be possible for users to multiple-select cameras (control-click or shift click) and drag the multiple- selection to an image pane or a graphic representing a monitor connected to a decoder. All of the cameras in the selection shall then sequence in the image pane or monitor at a user-selectable rate. It shall also be possible to drag a folder to an image pane or monitor. In this case, all of the cameras contained within the folder shall sequence.	
r.	The video management system shall support searching based on any combination of time/date-range, event type(s), alarm priority, alarm state, and device(s). It shall be possible to save and recall search parameters.	
<b>Cyber Security Requirement</b>		
1.	The VMS shall support only secured media stream requests, unless explicitly configured otherwise. Secured media stream requests shall be secured with strong certificate based authentication leveraging RTSPS (aka RTSP over TLS). Client authentication for media stream requests is claims-based and may use a limited lifetime security token.	
2.	The VMS shall offer the ability to encrypt the media stream, including video, audio, and metadata with authenticated encryption. Media stream encryption shall be done at rest and in transit and be a certificate-based AES 256,AES 192 or AES 128 encryption	
3.	The VMS shall allow encryption to be set on a per camera basis for all or some of the cameras.	
4.	Provide up to 20 different certificates for different groups of users who have been granted access to decrypted streams.	
5.	Use Secure RTP (SRTP) to encrypt the payload of a media stream in transit	

SI No	Technical Specification	Compliance (Yes/No)
	and allow multicast and unicast of the encrypted stream	
6.	Use a random encryption key and change periodically.	
7.	The VMS shall support end to end encrypted streams with cameras supporting Secure RTP (SRTP) both in unicast and multicast from the camera.	
8.	The Application shall support digitally sign recorded video using 248bit RSA public/private key cryptography.	
9.	The Application shall protect archived audio/video files and the system database against network access and non-administrative user access	
10.	Media encryption shall support with latest industry standards - AES128.	
11.	The application must support encryptions at the rest and not only on the exported videos footage	
12.	The proposed VMS platform must be UL 2900-2-3 Level 3 Cybersecurity certification	
13.	Network communications must be secure using VPN tunnels or HTTPS by default. X509 certificates used for authentication	
<b>Privacy Masking</b>		
1.	Run privacy masking in real-time for the video shown live to monitoring personnel Simultaneously record & store unmasked video for back up and future reference	
2.	Supports privacy masking for people of any ethnicity & complexion.	
<b>SNMP</b>		
1.	The video management system shall be capable of monitoring third-party equipment SNMP protocol	
<b>Pre-Programmed Camera sequences</b>		
1	The video management system shall support pre-programmed camera sequences. These sequences will allow cameras to be automatically displayed on the computer image panes and/or monitors connected to decoders. The sequences shall support simultaneous display on multiple image panes or monitors. The sequences shall also support camera prepositions for each PTZ camera on each sequence step. The system shall be configurable such that operators can select these sequences from the logical tree or a site map.	
2	Pre-programmed camera sequences can be displayed in Operator Client and on Monitor Groups.	
<b>CCTV Joystick Keyboard Control</b>		
1.	The system shall allow system control via Joystick keyboards.	
2.	Keyboard connections shall be possible to both Decoders and to Operator Client Workstations.	
3.	When CCTV Keyboards are connected to Operator Client Workstations, it shall be possible to control the current Image Pane selection using the keyboard joystick.	
4.	When CCTV Keyboards are connected to Operator Client Workstations, it	

SI No	Technical Specification	Compliance (Yes/No)
	shall be possible to control PTZ operation of the selected cameras using the keyboard joystick.	
5.	When CCTV Keyboards are connected to Operator Client Workstations, it shall be possible to execute PTZ and Auto Dome Aux commands of the selected camera using the keyboard.	
6.	When CCTV Keyboards are connected to Operator Client Workstations, it shall be possible to control playback of video, including both Instant Playback and Playback- mode synchronous playback, using the CCTV keyboard.	
7.	When CCTV Keyboards are connected to Operator Client Workstations, playback control should include jog-shuttle emulation using the Keyboard Joystick.	
8.	Proposed operation in Jog-shuttle emulation mode: <ul style="list-style-type: none"> <li>a) Rotating the Keyboard joystick will control forward and reverse playback, with playback speed proportional to the amount of joystick rotation.</li> <li>b) Moving the joystick up shall set the video into slow forward playback mode. Additional upward movements shall incrementally increase forward playback speed.</li> <li>c) Moving the joystick down shall set the video into slow backward playback mode. Additional downward movements shall incrementally increase backward playback speed.</li> <li>d) Moving the joystick right shall set the video into pause mode. Additional rightward movements shall step the video one frame forward.</li> <li>e) Moving the joystick left shall set the video into pause mode. Additional leftward movements shall step the video one frame backward.</li> </ul>	
<b>Alarm Management Capability</b>		
1.	The video management system shall provide the capability to allow alarms to be schedule-dependent.	
2.	The video management system shall allow alarms to be individually allocated to specific user groups for processing.	
3.	The video management system shall support replication of events such that a single physical event causes multiple system events. These multiple events shall be independently configurable to allow independent handling of the alarms by multiple operator groups, or to be handled differently according to different schedules.	
4.	The video management system shall be programmable to selectively, per alarm and per user group, automatically pop-up the alarm video.	
5.	The video management system shall support display of alarm video in a special Alarm Image Window so users do not have to search their display screens to find the alarm images.	

SI No	Technical Specification	Compliance (Yes/No)
6.	The video management system shall display alarm video in rows of Alarm Image Panes, with one row per alarm, and with up to 5 Image Panes per row.	
7.	The video management system's Alarm Image Panes shall be configurable to display live video, playback video, text documents, site maps, HTML files, or web sites (URLs). Per alarm one playback video and one site map can be configured.	
8.	The video management system's Alarm Image Pane rows shall be displayed in order of their priority, with rows for higher priority alarms always displayed above lower priority alarm rows. The display order for equal priority alarms shall be selectable between new alarms displayed above existing alarms, or new alarms displayed below existing alarms.	
9.	The video management system shall provide an alarm reaction time of maximum 2 seconds when sufficient network bandwidth is available.	
10.	The video management system shall distribute alarm notifications, via entries in the alarm list of the operator user interface, to all members of the user groups to which the alarm is assigned. The alarms shall appear in all said users' alarm lists.	
11.	The video management system shall operate as follows: when an alarm is accepted by a user, it shall be removed from the other users' alarm lists.	
12.	The video management system shall allow a user to un-accept an alarm he has previously accepted. In this case, the alarm shall re-appear in the alarm lists of all members of the user groups assigned to this alarm.	
13.	The video management system shall support the association of workflows with alarms. Workflows shall consist of action plans and comment boxes. An action plan shall display a text document, HTML page, or web site that typically contains instructions for handling the alarm. Comments entered in the comment boxes shall be logged in the system logbook.	
14.	The video management system shall be configurable to force an alarm workflow. In this case, the alarm cannot be cleared until the workflow is processed.	
15.	The video management system shall offer the possibility to automatically clear alarms when the originating event condition is no longer true.	
16.	The video management system shall allow alarms to be configured to send PTZ cameras to prepositions or to execute camera Aux commands on occurrence.	
17.	The video management system shall be configurable to put any IP-connected camera into alarm recording mode on alarm occurrence.	
18.	The video management system shall be configurable to send an e-mail or SMS message in response to an alarm.	
19.	The VMS shall be capable of displaying video on monitors connected to video decoders in response to alarms.	
20.	The VMS alarm response shall take advantage of the row and column	

SI No	Technical Specification	Compliance (Yes/No)
	arrangement of monitor groups by associating a row of monitors with each active alarm. Each alarm may display video on multiple monitors, limited by the number of columns in the monitor group.	
21.	As new alarms are received, alarm rows shall stack in priority order on the monitors.	
22.	The VMS shall support for alarms to display video on multiple monitor groups, with configurable assignment of individual assignment of alarms to monitor groups.	

### Facial Recognition Software- Compliance Matrix

S. No	Parameter/Specification for Facial Recognition Software	Compliance (Yes/No)
1.	Face Recognition System shall work on real time and offline mode	
2.	The System shall be able to integrate with IP Cameras as required in the solution and shall be identify multiple person of interest from live CCTV video feed and generate alerts, if blacklist is found. FRS alerts should be pushed to the VMS/NVR client (seamlessly integrated with VMS/NVR client)	
3.	The system should be flexible to be able to perform Face Recognition on any existing surveillance cameras without any change-over of licenses (based on the number of camera limit specified by the installed license). The FRS shall support camera independent licensing – it means that the FRS shall have floating licenses and should be capable of being changed to any camera if needed.	
4.	The system shall have option to automatically enroll face images from CCTV cameras	
5.	The system shall have the provision to take multiple samples of same face belonging to same person	
6.	The system shall work on partial occlusion of face, glasses, scarfs, changes of facial expression also the system shall be able to recognize partial face from varying angle.	
7.	The system shall be able work on moderate face rotation either horizontal or vertical	
8.	The system shall be able for matching suspect faces from pre-recorded video feeds obtained for CCTV deployed various identified locations.	
9.	The system shall have capacity to create different categories of people with option to customize the matching threshold for different categories.	
10.	The System shall have ability of tracking the person based on image captured from the proposed CCTV footage.	

S. No	Parameter/Specification for Facial Recognition Software	Compliance (Yes/No)
11.	The system shall be able to detect multiple face from single live video feed	
12.	The identification of faces should be contactless, at a distance and on the move and in the crowded area	
13.	The system shall be able to check if new enrolled face is already enrolled in the data base before registering the new enrolled face in the system	
14.	The repositories tagged for sex, age, scars, tattoos etc for future system shall be able to add photographs obtained from law enforcement agencies to the criminals' searches.	
15.	The system shall support diverse graphic & video formats as well as live cameras.	
16.	The system administration / user shall have option to customize the GUI for different user.	
17.	The system shall have any tool for enhancement of quality of image before enrolment. The tool may be either a part of this software or may be provided as an add-on.	
18.	The system shall be able to utilize any of the file formats like JPEG, PNG, BMP, TIFF etc. format for enrolment.	
19.	The system shall be able to work on full HD or Ultra HD Cameras.	
20.	The system shall be able to be implemented on IT hardware like Server or Workstation.	
21.	The system shall be able to use CPU and GPU based processing for multiple camera streams in a single Server/Workstation.	
22.	The system shall be able to work on windows / Linux operating system.	
23.	The system shall employ database system like Oracle, MS SQL or Postgres SQL or equivalent RDBMS.	
24.	The system shall have the best suited technology employed for 1:1 and 1:N matching application ,when they enter the field of view of CCTV cameras	
25.	The system shall have the capability to have face image data base of 50000 or more for 1: N matching. The system should be scalable to upgrade for higher data size as and when required with additional license for data base.	
26.	The system shall be able to work on ONVIF – profile compliant cameras.	
27.	The system shall be able to manage context metadata on video and images (geographical location, image acquisition conditions, time stamp)	
28.	The system shall allow edit, detect, and extract content metadata from videos and photos	

S. No	Parameter/Specification for Facial Recognition Software	Compliance (Yes/No)
29.	The System should allow Navigation of videos based on timestamp	
30.	The system shall be able to detect and extract content metadata from the live and recorded video and photos of a certain case: for person's Face and body.	
31.	Face Recognition Algorithm shall have False Negative Identification Rate (FNIR) with Rank-1 (R=1), shall be less than or equal to 10% in Passenger Gate dataset type (Semi Non-Cooperative) with N = 480 and less than or equal to 70% with High Near Field of view criteria in Sports Arena dataset type (Non- Cooperative) with N = 480 of latest NIST Report (Face In Video Evaluation).	

**Forensic Analysis – Compliance Matrix**

S. No	Parameter/Specification for Facial Recognition Software	Compliance (Yes/No)
1.	The solution shall allow the user to bookmark any Event clip for ready reference at any later point of time	
2.	The solution shall allow the user to tag critical Event clips so that they do not get removed from the storage based on FIFO/Retention period settings	
3.	It should be possible to navigate across multiple camera views simultaneously in a systematic way. It should be able to synchronize replays for any two or more cameras	
4.	The system should allow the user to filter the video with following parameters and show only the relevant video as per the selected criteria, other objects shall not be shown a. Colour of object, b. Direction in which the object is moving, c. Size of the object, d. Similar to any of the other existing object.	
5.	The Forensic tool shall be able to recognize partial face from varying angle.	
6.	The system shall have ability to accept the video files as input and process them offline to summarize the video based on activities in the scene, thus generating a video clip of much smaller duration to capture activities during a larger span of time.	
7.	This software should be work as a standalone forensic investigation tool and also process video feeds when connected in the IP based CCTV camera networks i.e camera feeds from other ONVIF complied VMS.	
8.	The system shall have the facility to create inclusion & exclusion zones on the recorded video. Only objects in selected zones should be shown or removed.	

S. No	Parameter/Specification for Facial Recognition Software	Compliance (Yes/No)
9.	The System shall have the ability to find trail of abandoned object on all the cameras as part of forensic, immediately after reporting about the object.	
10.	The system should show the timestamp at which a specific object appeared in the video. This time stamp should be visible on the image of that specific object	
11.	The system shall have ability to forensic recorded data on cameras e.g in case of alert receive from Face recognition system with current photograph of suspect, which will further search on other cameras (Cameras surrounding the FCR camera from alert got generated) on the basis of suspect photograph and should able to trace the suspect along with its path on the map.	
12.	Should be customizable to meet the specific needs and operational processes of a given user environment, and to support unique requirements specific to forensic search and alert response.	
13.	The System shall have the option to search inside the list of events, drill down into details for research and forensics	
14.	All the video data should be stored in a database for easy and quick review by operators.	
15.	The System shall be able to link together in a chain of separate video clips into a single video.	
16.	The system shall be able to work on windows / Linux operating system	

#### FRS for Cloud Services Provider

S.No	Feature Require	Compliance
1	Proposed Cloud Service Provider (CSP) should be STQC audited and MeitY empaneled. Letter of Award of Empanelment from MeitY should be submitted	
2	CSP should have the following Third party certifications .Copy of certificate should be submitted. ISO 9001, ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018	
3	CSP should have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles. : SOC 1, SOC 2, SOC 3 (Self-Certificate by the authorized signatory of the CSP)	
<b>Mandatory Technical &amp; Functional Requirements</b>		
4	The CSP should offer services through a Self-Service programmatic interface (i.e. API/CLI) or through a management console or Web Portal. The proposed solution is required to be a multi-site deployment, across geographically disparate sites, with Active-Active configuration to ensure fault-tolerance with high availability between two physical sites. In case of failure, automated processes to shift application traffic to a secondary	



	physical site.	
5	<p>Virtual Machines:</p> <ul style="list-style-type: none"> <li>Virtual Machines offered should be with the latest generation processor offered by the processor OEM released in 2019 or later. Physical core to vCPU ratio should not more than 1:2 for all proposed Virtual Machines</li> <li>Ability to automatically increase/scale the number of Instances/VMs during demand spikes to maintain performance (i.e. 'scale-out')</li> <li>Cloud service architecture should be in such a way so as to avoid VM outages or downtime when the provider is performing any kind of hardware or service maintenance at the host level</li> <li>Required Operating System should be offered along with the VMs. The OS offered should come with continuous updates and upgrades for the entire contract duration.</li> <li>CSP Should offer monthly uptime of 99.99% or higher (as published in the CSP's Public Portal)</li> </ul>	
6	<p>Storage Services:</p> <ul style="list-style-type: none"> <li>Minimum 3 IOPS per GB per Volume.</li> <li>CSP should offer the capability to increase the Volume size in minimum increments of 10GB or lower.</li> <li>Block Storage with minimum monthly uptime of 99.99% or higher (as published in the CSP's Public Portal)</li> <li>For Object Storage, Geo-Redundant Storage should be offered which is designed for 99.99% availability and 99.999999999% durability.</li> </ul>	
7	<p>Managed Relational Database as a Service:</p> <ul style="list-style-type: none"> <li>For all Database instances, Solution should be offered with CSP's native Managed Relational Database as a Service (PaaS) with the following features</li> <li>CSP should be able to offer managed relational database service in the cloud for: MySQL, PostgreSQL, Oracle, SQL Server, Maria DB or more.</li> <li>Support synchronous replication and automatic failover of a primary database to a standby database copy in a separate physical datacentre to improve data redundancy.</li> <li>Offer the capability of performing a manual failover (i.e. forced failover) from the primary database to the standby database</li> <li>Offer encryption of data 'at-rest' and 'in-transit'</li> <li>Support the creation of on-demand (i.e. user-initiated) point-in-time copies (snapshots) and the restoration of a database instance using one of these copies</li> <li>Support vertically scaling the database instance (vCPU / Memory / Storage)</li> <li>Support automated database backups</li> <li>Minimum monthly uptime of 99.95% or higher (as published in the CSP's Public Portal)</li> </ul>	
8	<p>Security Services:</p> <ul style="list-style-type: none"> <li>Web Application Firewall (Layer 7): Protection from attacks by filtering traffic based on rules that you create. Filter web requests</li> </ul>	

	<p>based on IP addresses, HTTP headers, HTTP body, or URI strings, which allows you to block common attack patterns, such as SQL injection or cross-site scripting that could affect application availability, compromise security, or consume excessive resources. Features like protection against Web Traffic visibility, east of deployment and maintenance, integrated security.</p> <ul style="list-style-type: none"> <li>• DDoS Protection: Managed DDoS protection service that defends against most common, frequently occurring network and transport layer DDoS attacks that target web site or applications. When used with Content Delivery Network and global DNS service, should provide comprehensive availability protection against all known infrastructure (Layer 3 and 4) attacks. Should provide always-on detection and automatic inline mitigations, minimize application downtime and latency.</li> <li>• Identity and Access Management: Service that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.</li> </ul>	
9	<p>Advanced Services for Video Management.</p> <ul style="list-style-type: none"> <li>• CSP Should be able to provide relevant advanced services like IOT as a Service, Video Streaming Service on pay as you go model so that the proposed solution is scalable and future proof.</li> </ul>	
10	<p>Cloud Monitoring &amp; Management Services:</p> <ul style="list-style-type: none"> <li>• Cloud Resource Monitoring: Capability to monitor cloud environment centrally, custom monitoring metrics, monitor and store logs, view graphs &amp; statistics, set alarms, monitor and react to resource changes. Support monitoring of custom metrics generated by your applications and services and any log files your applications generate. Gain system-wide visibility into resource utilization, application performance, and operational health, using these insights to react intelligently and keep applications running smoothly.</li> </ul>	

**Compliance Matrix for Mobile APP**

SI No	Descriptions	Compliance (Yes/No)
1	Mobile Application for Android as well as IOS to integrate smart phones and tablets for 2-way communication with the VSAAS Solution in a secure manner for live as well as recorded video streams for 1 or more than 1 cameras. It will be responsibility of SI to configure such tablets / Smartphone with the Surveillance System and ensure that all the necessary access is given to these mobile users.	
2	Communication with mobile app and server shall be digitally encrypted with digital certificate.	
3	Mobile application should allow MAC/IMEI No. binding, role based user	

SI No	Descriptions	Compliance (Yes/No)
	access on user Mobile	
4	The Mobile APP shall utilize live transcoding to low-bandwidth H.264/H.265 streaming in 4CIF resolution and lower	
5	<p>Functionalities:</p> <ul style="list-style-type: none"> <li>a. Ability to display a geographic map with VMS entities geo-located on the map.</li> <li>b. Ability to view any camera configured on the map.</li> <li>c. Ability to search cameras or location on the map.</li> <li>d. Ability to view live and recorded video from the cameras of the central recording server.</li> <li>e. Ability to display live and recorded video side-by-side for a specific camera.</li> <li>f. Ability to perform digital zoom on cameras.</li> <li>g. Ability to perform actions on cameras such as add a bookmark, control a PTZ, control the iris/focus function, save a snapshot, start/stop recording.</li> <li>h. Ability to use the camera of the smartphone and stream a live video feed to a video recorder in the system.</li> <li>i. Ability to locate the mobile app user on map and provisioning to message and collaborate in real time with the central command center or field staff.</li> </ul>	
6	The mobile app will integrate the cameras with mobile unit in the field through district surveillance centers.	

**Emergency Call Box (Panic Button)- Functional Requirement Specification**

SI No	Specification	Compliance (Yes/No)
1.	The emergency box (or panic button) will enable citizens to establish a two way audio (microphone and speaker) communication with Command and Control Center) through a press of a button.	
2.	Emergency/ Panic buttons to be located on pole or suitably located	

SI No	Specification	Compliance (Yes/No)
	nearby identified/clearly labelled for "Emergency"	
3.	Call Button should be Watertight Push Button, Speaker & Microphone encased in steel case sturdy body. IP 65	
4.	Operating Conditions 0° to 50°C	
5.	IP based operation. VOIP Phone, Hands-free calling, Message should be clear and noiseless.	
6.	Connectivity- 3G/4G/Ethernet/Fibre/WiFi as per solution offered	
7.	3 Years OEM Warranty	

### Public Address System- Compliance Matrix

Sr. No	Feature	Description	Compliance
1	Supported zones.	Server-less paging to up to 12 zones	
2	Audio Stream	SIP2.0, RTP multicast	
3	Audio codecs	G.711u, G.722	
4	Speakers	2 built-in, stereo, power output 2x1 W	
5	Pre-recorded announcements	Upload or record a message via the microphone and then play it by simple push of a button to a designated zone.	
7	IP PBX (SIP)	Support device may function independently or be simply connected to IP PBX.	
8	Power	12 to 32 V, power draw max. 1 A PoE to 802.3af standard.	
9	Logical inputs	2, Galvanically separated, sensitive to contact or voltage from 5 to 48 V	
10	Relay output	1, Galvanically isolated, NO and NC contact, max load 48 V, 1 A	
11	Headphone output	3.5 mm jack, stereo, power output 2x30 mW, min. load impedance of 16 Ohm, DR. 101 dB, THD+N -85 dB	
12	Primary microphone input	symmetric, XLR, integrated power supply 24 V, DR 88 dB, THD+N -82 dB	
13	Headset microphone input	3.5 mm jack, integrated power, supply for electret microphones, DR 84 dB, THD+N -78 dB	
14	Line input	3.5 mm jack, mono or stereo non-symmetric stereo, DR 93 dB, THD+N -82 dB	
15	Operating temperature	0-40°C	
16	Connectors	RJ45 10BASE-T/100BASE-TX PoE	

17	Warranty	3 Years OEM Warranty	
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**8 Port Industrial Grade Rugged Switches**

SI No	Parameters	Minimum specification	Compliance (Yes/No)
1.	Port Density	8 x Gigabit Port, 4 x SFP Port	
2.	PoE Standard	4 x HPOE Port shall support IEEE 802.3af/ IEEE 802.3at or better on all ports simultaneously	
3.	Switching Capacity	24 Gb or better	
4.	Quality of Service	Support for Egress rate limiting, Eight egress queues per port, Voice, VLAN, DSCP for IP-based QoS, Differentiated services architecture, IEEE 802.1p Class of Service with strict and weighted round Robin scheduling.	
5.	Protocol Support	IGMP Snooping V1, V2, V3, ITU-T G.8032, IEEE 802.1s, IEEE 802.3ad/802.1AX Link Aggregation Control Protocol (LACP), Ipv4/Ipv6, DHCP Option 82, OSPF, PIM	
6.	Management	SNMP V1,V2,V3, Web GUI, CLI, USB or equivalent memory card,IP v6 management feature on open standards, IEEE802.1ag, TDM or equivalent standards/CFM, SDN open flow v1.3	
7.	Security	Should support Access Control Lists (ACLs), DHCP snooping, IEEE802.1x based port authentication, ADIUS/ TACACS+, SSL, SSH, port mirroring, NTP, IEEE 1588v2,	
8.	Resiliency	IEEE802.1q, IEEE802.1d, IEEE802.1s, IEEE802.1w, ring resilience/ring protection, BPDU, STP Root Guard	
9.	Power Supply	Dual DC inputs	
10.	Enclosure Rating	IP 30 or higher equivalent Industrial Grade Rating	
11.	Operating Temperature	-40 to 75 deg	
12.	Safety Certifications	EN 55032, NEMA -TS2, Surge protection of 6KV	

**Poles for Camera**

SI No	Parameters	Minimum specification	Compliance (Yes/No)
1.	Basic design wind speed	It shall stand with wind speed up to 150 km/h	
2.	Pole type	MS Pipe (class B) Fabrication with Hot Dip Galvanisation and Silver coating of 86 micron as per IS:2629; Fabrication in accordance with IS-2713 (1980). And it shall meet IP 66 rating.	
3.	Height	6-9 Meters, as per-requirements for different types of cameras & Site conditions	
4.	Pole Diameter	Min. 15 cm diameter pole or larger diameter for higher height	
5.	Cantilever	Based on the location requirement suitable size cantilevers to be considered with the pole	
6.	Bottom base plate	Minimum base plate of size 30x30x1.5 cm	
7.	Mounting facilities	To Mount CCTV Camera, Public Address System, Emergency Call Box	
8.	Pipes, Tubes	All wiring must be hidden, through tubes/pipes. No wires shall be visible from outside.	
9.	Foundation	RCC Casting of Civil Foundation with foundation bolts, to ensure vibration free erection (basic aim is to ensure that video feed quality is not impacted due to winds in different climatic conditions). Expected foundation depth of min. 100cms. Earthing Should be done as per standard	
10.	Protection	Lightning arrester at select sites as per the requirements	
11.	Finishing	Pole painted with one coat of Zinc Chromate primer and finished with two coats of suitable enamel paint of approved colour and top of the pole covered with suitable FRP pole cap to prevent water seepage.	

**UPS-1KVA – Functional and Technical Specification**

SI No	Parameters	Minimum specification	Compliance (Yes/No)
1.	Technology	True online double conversion technology UPS system with IGBT based rectifier / inverter	

SI No	Parameters	Minimum specification	Compliance (Yes/No)
2.	Capacity	1KVA	
	Input Parameter		
3.	Voltage	230 VAC, 1 Phase 3 Wire	
4.	Voltage parameter	160V to 300 VAC @ Full Load, 110 to 300 VAC @ 50 % load	
5.	Frequency	50/60 Hz	
6.	Power Factor at rate load	>=0.99 at full load	
7.	Current Harmonic Distortion	Less than 5% at full load	
8.	OVCD	Required (builtin)	
	Output parameter		
9.	Voltage	220/230/240 VAC +/- 1%, 1 Phase, 3 wire	
10.	Frequency	50 / 60 Hz +/- 0.25 Hz (in Battery Mode) +/- 6% (in Sync)	
11.	Overload rating	105 to 110 % - 10 min ; 111 to 130 % - 60 sec ; 131 to 150 % - 10 seconds	
12.	Output waveform	Pure Sinewave	
13.	Crest Factor	3:1	
14.	Power Factor	0.8 lagging to unity	
15.	Inverter Efficiency	upto 90%	
16.	Over all Efficiency	> 85 % -90%	
	Battery Parameter		
17.	Type	Sealed Maintenance Free Batteries ( Exide / Amararaja )	
18.	Voltage	12 V	
19.	End cell voltage	10.5 V per Battery	
20.	Float Voltage	13.5 V per Battery	
21.	Backup Time	Minimum 1 hr	
22.	DC Voltage	36 V DC for 1 kVA UPS	
23.	VAH	min 936 VAH for 1 kVA UPS	
24.	Battery internal Connectors	Required	
25.	Transfer time:	UPS to Battery Mode: 0 ms	
26.	Charger	Constant Voltage Constant Current	
27.	Charging Capacity	8 A	
	Bypass		
28.	Static Bypass	Inbuilt	
29.	Transfer time	< 4 ms in Sync Mode	
30.	Bypass parameter configurable via front panel	Required	

SI No	Parameters	Minimum specification	Compliance (Yes/No)
	LCD Display / Alarm / Protection		
31.	Metering	<ul style="list-style-type: none"> <li>a. Input voltage</li> <li>b. Input Frequency</li> <li>c. Input current</li> <li>d. Output voltage</li> <li>e. Output frequency</li> <li>f. Output Current</li> <li>g. Load level in %</li> <li>h. Battery Voltage</li> <li>i. Battery Level</li> </ul>	
32.	Status Information	<ul style="list-style-type: none"> <li>a. Online</li> <li>b. Battery mode</li> <li>c. Bypass mode</li> <li>d. Eco mode</li> <li>e. Converted mode</li> </ul>	
33.	Fault/wiring Indication	<ul style="list-style-type: none"> <li>a. Over Load</li> <li>b. Charge Fail</li> <li>c. Inverter Fault</li> <li>d. Over Temperature</li> <li>e. Short Circuit</li> <li>f. DC Low</li> <li>g. DC High</li> <li>h. Fan fail</li> </ul>	
34.	Protection	<ul style="list-style-type: none"> <li>a. Input High / Low</li> <li>b. Overload</li> <li>c. Short circuit</li> <li>d. Over temperature</li> <li>e. Batter over Charge</li> <li>f. Battery Deep Charge</li> <li>g. Surge Protection</li> </ul>	
35.	Audible Alarm	<ul style="list-style-type: none"> <li>a. Battery mode</li> <li>b. Low battery</li> <li>c. Fault</li> <li>d. Over load</li> <li>e. Bypass mode</li> </ul>	
36.	Communication port	RS 232	
37.	Cold Start	Required	
38.	Auto Start	Required	
39.	EPO	Required	
40.	Solar Compatibility	required	
41.	Operating	0 to 45 degree	



SI No	Parameters	Minimum specification	Compliance (Yes/No)
	Temperature		
42.	Storage Temperature	0 to 60 Deg C	
43.	Humidity	upto 95 %	
44.	Connection	Input : Terminal Block Output : 2 Nos 5 A Indian Socket	
45.	Battery	Terminal Block	
46.	Credential Report	ISO 9001 2015, ISO 14001 2004, OHSAS 18001, IEC 62040-3 (performance), BIS, JIS 8702C for battery	
47.	Manufacturing facility	Manufacture should have manufacturing facility in India and details of manufacturing facility should be provided in detail	
48.	Service Centre	To ensure the spare and service availability, UPS OEM should have service centre in Kochi or will establish before Go-Live of the project. OEM need to give undertaking in this regard along with Bid.	

**Annexure 11 –CHANGE CONTROL NOTE**

Change Control Note	CCN Number
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Part A: Initiation	
Title:	
Organisation:	
Sponsor:	
Date of Initiation:	
<b>Details of Proposed Change</b>	
(To include reason for the change and appropriate details / specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by CSML	Date:
Name:	
Signature:	
Received by the Bidder	Date:
Name:	
Signature:	
<b>Change Control Note</b>	<b>CCN Number</b>
Part B: Evaluation	
(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
_____	
_____	
<b>Brief Description of Solution:</b>	
_____	
_____	
<b>Impact:</b>	
_____	
_____	
<b>Deliverables:</b>	
_____	
_____	

<p>_____</p> <p><b>Timetable:</b></p> <p>_____</p> <p>_____</p> <p><b>Charges for Implementation:</b></p> <p>_____</p> <p>_____</p>	
including a schedule of payments)	
<b>Other Relevant Information:</b>	
(including value-added and acceptance criteria)	
<b>Authorized by the Bidder</b>	<b>Date:</b>
<b>Name:</b>	
<b>Signature:</b>	
<b>Change Control Note</b>	<b>CCN Number :</b>
<b>Part C : Authority to Proceed</b>	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
<b>Approved</b> <b>Rejected</b> <b>Requires Further Information</b> (as follows, or as Attachment 1 etc.)	
<b>For CSML and its nominated Agencies</b>	<b>For SI</b>
Signature	Signature
Name	Name
Title	Title
Date	Date

**RFP for Selection of System Integrator for Establishment of Safe and Secure Kochi- Intelligent City Surveillance System (ICSS) in Kochi**



**COCHIN SMART MISSION LIMITED**

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