REQUEST FOR PROPOSAL

FOR

SELECTION OF AGENCY FOR
SETTING UP ADAPTIVE TRAFFIC MANAGEMENT
IN PUNE CITY

Volume 1 – Terms of Reference

Tender Number: SC09-Recall-2016
Dated: 03rd January 2017

Issued By
The Chief Executive Officer
PUNE Smart City Development Corporation Limited (PSCDCL)
PMC Building, Near Mangla Theatre, Shivaji Nagar, Pune-411 005
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1. Disclaimer

The information contained in this Request for Proposal document (“RFP”) whether subsequently provided to the bidders, (“Bidder/s”) verbally or in documentary form by PUNE Smart City Development Corporation Limited (henceforth referred to as “PSCDCL” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by PSCDCL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, PSCDCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PSCDCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

PMC and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

PSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. PSCDCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

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

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 PMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCDCL 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.
### 2. Glossary

<table>
<thead>
<tr>
<th>Terms</th>
<th>Meaning</th>
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<tbody>
<tr>
<td>BOM</td>
<td>Bill of Material</td>
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<tr>
<td>BEC</td>
<td>Bidders Evaluation Committee</td>
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<td>Bidder</td>
<td>Sole Bidder or the Consortium of firms in case of Consortium</td>
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<tr>
<td>CC</td>
<td>Capital Cost (CC1 - Capital Cost 1, CC2 - Capital Cost 2)</td>
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<tr>
<td>CCTV</td>
<td>Closed Circuit Television</td>
</tr>
<tr>
<td>CEO</td>
<td>Chief Executive Officer</td>
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<tr>
<td>DD</td>
<td>Demand Draft</td>
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<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
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<tr>
<td>GIS</td>
<td>Geographical Information Systems</td>
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<tr>
<td>GoM</td>
<td>Government of Maharashtra</td>
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<tr>
<td>GPS</td>
<td>Global Positioning System</td>
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<td>ICT</td>
<td>Information and Communication Technology</td>
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<tr>
<td>INR</td>
<td>Indian Rupee</td>
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<td>LoI</td>
<td>Letter of Intent</td>
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<tr>
<td>NPV</td>
<td>Net Present Value</td>
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<td>OEM</td>
<td>Original Equipment Manufacture</td>
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<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<tr>
<td>PDD</td>
<td>Proposal Due Date</td>
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<tr>
<td>PMC</td>
<td>Pune Municipal Corporation</td>
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<td>PoC</td>
<td>Proof of Concept</td>
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<tr>
<td>PQ</td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td>PSCDCL</td>
<td>PUNE Smart City Development Corporation Limited</td>
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<tr>
<td>PSU</td>
<td>Public Sector Undertaking</td>
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<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>PV</td>
<td>Present Value</td>
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<tr>
<td>RV</td>
<td>Revenue (RV1 - Revenue from 1, RV2 - Revenue from 2)</td>
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<tr>
<td>SI</td>
<td>System Integrator / Successful Bidder</td>
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<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
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<td>TQ</td>
<td>Technical Qualification</td>
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<tr>
<td>VM</td>
<td>Virtual Machine</td>
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3. Request for Proposal

3.1 Sale of RFP documents

1. RFP document can be downloaded from the website of www.punecorporation.org and https://pmctenders.abcprocure.com. However, the bids of only those Bidders shall be considered for evaluation who have made online payment of INR 52,679/- (Rupees fifty two thousand six hundred seventy nine only) for the RFP document including service & gateway charges, without which bids will not be accepted.

2. Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.

3. The submission of the bid shall be Online as per the norms. The detailed information regarding the submission can be obtained from the website: https://pmctenders.abcprocure.com; www.punecorporation.org.

4. Digital Signature is prerequisite for online submission. Employer will not be responsible for any delay or technical snag faced by the Bidder/s in uploading their online tenders. The Bidders are advised to submit their tenders adequately in advance to avoid the delays due to such instances.

5. For any further information regarding digital signature may be obtained from the department of Tender Cell, Pune Municipal Corporation, Pune. (Tel: +020—25501405)

6. Orientation procedure for uploading the RFP Document is available at:
   Office of the Assistant Engineer,
   Tender Cell, Pune Municipal Corporation,
   Shivajinagar, Pune 411 005, India

3.2 Validity of the proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

3.3 Schedule of selection process and other details

<table>
<thead>
<tr>
<th>#</th>
<th>Information</th>
<th>Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>Project Name/ Name of Work</td>
<td>“Setting up adaptive traffic management system in Pune City”</td>
</tr>
<tr>
<td>2.</td>
<td>Publication of Request for Proposal</td>
<td>Date: 4th January, 2017</td>
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<tr>
<td>3.</td>
<td>RFP Reference No.</td>
<td>RFP Reference No.: SC09-Recall-2016</td>
</tr>
<tr>
<td>4.</td>
<td>Website to download RFP</td>
<td>PMC website (<a href="http://www.punecorporation.org">http://www.punecorporation.org</a>).</td>
</tr>
<tr>
<td>5.</td>
<td>Submission deadline or Proposal Due Date (PDD)</td>
<td>03rd March, 2017; 02:30pm</td>
</tr>
<tr>
<td>6.</td>
<td>Bid validity period</td>
<td>120 days from PDD</td>
</tr>
</tbody>
</table>
| 7. | Contact person and email id | Mr. Vilas Kanade,  
Joint Municipal Commissioner,  
Office of Deputy Municipal Commissioner (Special) & Chief Coordinator (Smart City), 
2nd Floor, Main Building, Pune Municipal Corporation  
punesmartcity@gmail.com |
| 8. | Last date for submission for queries for clarification to PSCDCL | 13th January, 2017 |
| 9. | Pre-bid meeting - Date, time, and venue | 16th January, 2017 at 03:00 pm  
Office of Deputy Municipal Commissioner (Special) & Chief Coordinator (Smart City),  
2nd Floor, Main Building, Pune Municipal Corporation |
| 10. | Opening of Technical Proposal – date, time and venue | 03rd March, 2017 at 03:00 pm  
Office of Deputy Municipal Commissioner (Special) & Chief Coordinator (Smart City) |
| 11. | Opening of Financial Proposal | To be intimated to the qualified bidders |
| 12. | Presentation / demo on technical solution by bidders | To be Informed Later |
| 13. | Letter of Award (LoA) | To be Informed Later |
| 14. | Signing of agreement | To be Informed Later |

### 3.4 Communications and address

1. All communications, including proposal documents should be addressed to:  
   Joint Municipal Commissioner,  
   Office of Deputy Municipal Commissioner (Special) & Chief Coordinator (Smart City),  
   2nd Floor, Main Building, Pune Municipal Corporation, Near Mangla Theatre,  
   Shivajinagar, Pune-411 005.  
   Ph No: 020-25501275  
   E mail ID: punesmartcity@gmail.com

2. All communications including the bid envelopes should contain the following information:
Tender No: SC09-Recall-2016
“Setting up adaptive traffic management system in Pune City”

3.5 Bank Details for ECS / Bank Guarantee

Name of Bank : HDFC Bank
Bank address : Plot no 58,59, Mayur Colony, Kothrud, Pune 411029
Bank Account No : 50200017120401
IFSC CODE : HDFC 0000149
MICR CODE : 411240009
BRANCH CODE : 149
PSCDCL Pan No. : AAICP5447PS

3.6 Due diligence by bidders

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit or sending written queries to PSCDCL, and attending a Pre-Proposal Conference on the date and time specified in this RFP.

2. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

3. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder’s risk and may result in rejection of the bidder’s Proposal.
4. Introduction and Background

4.1 About Pune

1. Pune is the seventh-most populous city in India and the second largest in the state of Maharashtra. It was known as Punyanagari in earlier times. It is situated 560 meters (1,837 feet) above sea level on the Deccan plateau, on the right bank of the Mutha River. Pune city is the administrative headquarters of Pune district and was once the center of power of the Maratha Empire.

2. In the 18th century, Pune became the political center of the Indian subcontinent, as the seat of Peshwas who were the prime ministers of the Maratha Empire. Since the 1950s and 1960s, Pune has had traditional old-economy industries which continue to grow today.

3. Further, the city is also known for manufacturing and automobiles, as well as government and private sector research institutes for information technology (IT) education, management and training that attract migrants, students, and professionals from India, South East Asia, the Middle East, and Africa.

4. Pune is also one of the fastest growing cities in the Asia-Pacific region. Pune is considered as the cultural capital of Maharashtra and is also popularly known as ‘Queen of the Deccan’. The city has been a Maratha empire stronghold in the 17th and 18th century and has been marked by various forts and historical places. Pune is also known as ‘Oxford of the East’ and has one of the oldest universities and colleges in India such as, University of Pune, College of Engineering Pune and Fergusson College.

5. Pune is one of India’s major industrial hubs. The city is known for its automobile and Information Technology (IT) industries. Other major manufacturing sectors in Pune are steel, equipment, biotechnology and pharmaceutical. Pune is one of the most populous districts in Maharashtra and ranks third in the state in terms of population.

6. As per 2011 census, Pune has a population of more than 9.4 mn and population density of 603 people per sq. km. The decadal population growth rate from 2001 to 2011 was reported at 30.34%.

4.2 About Pune Municipal Corporation

1. The Pune Municipal Corporation (PMC) was established on 15 February 1950. The PMC is in charge of the civic needs and infrastructure of the metropolis. Pune is divided into 15 municipal wards and about 76 electoral wards/prabhags.

2. Since 1950, the Pune Municipal Corporation is administrating the city and serving citizens. Pune Municipal Corporation has taken an initiative for implementing e-Governance. Success of e-governance depends on use of Information Technology in mobilization of Government resources and utilization of these scarce resources with an aim of providing a better service.
3. Pune Municipal Corporation stood second in the Smart Cities Challenge launched by Ministry of Urban Development, Govt. of India. Under Smart City Initiative, PMC is committed for making governance citizen-friendly and cost effective by delivering services electronically to ensure accountability and transparency, especially using mobiles to reduce cost of services and providing services to its stakeholders without having to go to municipal offices; and by facilitating e-groups to listen to citizens and obtain feedback and use online monitoring of programs and activities with the aid of cyber tour of worksites.

4.3 About Pune Smart City Development Corporation Limited (PSCDCL)

1. The Pune Smart City proposal was selected for priority financing under Smart City Mission by Ministry of Urban Development (MoUD), Government of India. Thereafter, the Pune Municipal Corporation (PMC) has incorporated a Special Purpose Vehicle (SPV) company called PUNE Smart City Development Corporation Limited (PSCDCL), under the Companies Act 2013, solely for the purpose of implementing the Smart City proposal. PSCDCL will be fully owned by the Government with equal shareholding from the Government of Maharashtra and the Pune Municipal Corporation (PMC).

2. The Board of PSCDCL will be chaired by the Municipal Commissioner of Pune and will have 15 members including elected representatives of PMC, representatives of the state and central government as well as independent directors.

3. PSCDCL will receive funding from Government of India and PMC/ the State Government for implementing the smart city projects. Given the wide range of technical and sector specific expertise required to implement the smart city projects, PSCDCL shall be supported by a team of consultants for strategic, technical and project management support.

4.4 About the project

One of the primary objective of Pune Smart City mission is to develop Smart traffic management solutions which provide greater information to the authorities to proactively manage the ongoing traffic situation and allow citizens to make informed travel choices. With Smart traffic management solutions, the overall burden of traffic on the roads will reduce and it will result in greater journey time reliability for the citizens and local businesses improving overall productivity levels.

PSCDCL is considering the appointment of an agency to set up priority initiatives identified under the Smart City mission which will include automated signal controls, traffic surveillance equipment, variable message sign and information boards and traffic monitoring systems such as e-challan and red light violations detection systems.
4.5 Project objectives

The ATMS services will include strengthening of four key areas of traffic management within the city:

a) Enhance **Situational Awareness** of existing traffic conditions on real time basis
b) Develop ability to assimilate and **Analyze Real Time Traffic Information** and historic trends to enable automated adaptive traffic control and support decision making on traffic management strategies
c) Create linkages to support **Information Sharing** through traffic controllers, Information Portal, Variable Message Signs, Web Services and APIs
d) Ensure long term **Capacity Building** through training and support for city administrative staff

The following technology solutions will be procured through this tender as per the requirements set out in Volume II of this RFP:

i. Adaptive Traffic Signal Control System
ii. Real Time Traffic Analytics Platform located at Traffic Command Centre
iii. Traffic Surveillance systems
iv. Red Light Violation Detection (RLVD) system
v. eChallan Application
vi. Variable Message Sign boards

4.6 Project Beneficiaries

The beneficiaries of the project include:

- Citizens
• Government Departments

4.7 Project coverage

Project coverage will include Supply of Traffic Signal Hardware / equipment, Networking, Installation, Commissioning and Maintenance & Operations of the traffic signals and other intelligent transport solutions to support Smart Traffic Management of city transport infrastructure. The selected vendor will also be responsible for supply of IT solution for the management of these signals, hardware, application software for ATC and signal management, networking, installation, Training, Maintenance and operations of the solution for 5 year for Pune Traffic Police in an efficient and effective manner.

4.8 Overall project scope

The minimum specified scope of work to be undertaken by the bidder for setting up and operating ATMS Project is mentioned below. The selected bidder shall install adaptive traffic control system at identified junctions and link them with the Traffic Command Centre including a centralized traffic management platform enabled with real time analytics capability as per SLA requirements.

The selected bidder shall build, transfer, operate and maintain the required deliverables as per the scope and schedule of the contract. The minimum specified work to be undertaken by the bidder for setting up and operating ATMS project has been categorized as under:

• Design, Supply, Installation and Commissioning Phase – Schedule I
• Operation and Maintenance Phase – Schedule II

The following key tasks are covered under the scope document:

• To provide the signaling services round the clock, without any break in the service at all junctions

• To plan, develop and operate the adaptive traffic signals which could be operated remotely from the Traffic Command Centre (TCC) under normal condition in coordination with other junctions and while retaining the capability to operate independently in case of system failure based on the existing traffic information.

• To monitor health of every signal point from the centralized Traffic Command Centre (TCC) to attend to the failures/ breakdowns through a robust IT solution that networks all signals.

• Create a Centralized Management Information System (MIS) as a part of the IT solution for faster decision making in traffic emergency such as heavy rain fall, accidents, terrorist attack, VVIP movements etc.

• To create a service monitoring application for processing the payments to the operator based on the SLAs defined for all the activities of the project
RFP for Selection of Agency for Setting up Adaptive Traffic Management System in Pune City – Volume I

- To provide integration methods of gathering information from the online real time cameras (cameras at Traffic Junction) into the IT solution for future requirements and analysis of traffic flows and violations.

- To manage the signals as well as the traffic through a Centralized IT solution / application software located at the command center as per the specifications provided in the RFP.

- To facilitate traffic rules enforcement through design, supply, and installation of Red Light Violation Detection (RLVD), e-challan systems and Variable Messaging Signage (VMS). Each of these systems shall be integrated with the Traffic Command and Control Centre.

- To provide open APIs for traffic related information and services, such as journey planners and accident reporting through an online portal or mobile apps

- To train and manage the administrative staff and offer back-end support on the operations of the TCC using the departmental manpower
# Pre-Qualification Criteria

<table>
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<tr>
<th>#</th>
<th>Eligibility Criteria</th>
<th>Document Proof</th>
<th>File Name</th>
</tr>
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</table>
| 1 | The Bidder (all the members of consortium in case of consortium bid) must be registered companies and should be operational at least for last 5 years as on publication of bid                                                                                                | a) For companies with Indian origin -  
  ▪ Certificate of Incorporation / Registration under companies Act, 1956  
  ▪ PAN card  
  ▪ VAT registration  
  
b) For global players, equivalent certificate in the country of incorporation.                                                                                                                             | PQ_1      |
| 2 | The Bidder (Prime Bidder in case of consortium) should have  
  ▪ average annual turnover of minimum Rs. 500 crores in last three financial years (ending 31 March 2016)                                                                                                      | a) Copy of audited financial statements  
  b) Certificate from auditor of the company regarding annual turnover from IT or ITES or Telecom                                                                                               | PQ_2      |
<p>| 3 | Each Consortium Partners (other than Prime Bidder, in case of consortium) should have average annual turnover of minimum Rs. 200 crores, from IT or ITES or Telecom revenue, in last three financial years (ending 31 March 2016)                            | Certificate from auditor of the company regarding annual turnover from IT or ITES or Telecom                                                                                                                | PQ_2      |
| 4 | The Bidder (all the firms in case of consortium) should not have been blacklisted by Central Government (in India / Globally) / Any State Government in India as on the date of bid submission.                                                                                           | Self-declaration by the Bidder (all the members of the Consortium individually, in case the Bidder is a consortium) duly signed by the authorized signatory.                                               | PQ_3      |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Eligibility Criteria</th>
<th>Document Proof</th>
<th>FileName</th>
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<tbody>
<tr>
<td>5</td>
<td>The Bidder (Prime bidder in case of consortium) should have a valid ISO 9001:2000 certification or should be an SEI CMM Level 3 or above certified organization</td>
<td>Copies of the valid certificates from authorized agencies</td>
<td>PQ_4</td>
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<tr>
<td>6</td>
<td>Bidder (any of the consortium members) should have a local office in Pune. If bidder doesn’t have local office in Pune, it should open a local office within 30 days from issuance of LoI or signing of the contract.</td>
<td>Proof of the Local Office in Pune or Undertaking from authorized signatory to open the local office within 30 days from issuance of LoI or signing of contract.</td>
<td>PQ_5</td>
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**Notes:**

- The number of consortium members shall not exceed three, including the Prime Bidder.
- Experience of the parent firm (in case bidder firm is a 100% subsidiary of the parent firm) or experience of the 100% subsidiary firm (if parent firm is applying for the bid) shall be considered. However, in such case the authorized signatory of corresponding firm(s), whose experience is being considered, should submit certificate to transfer knowhow to the bidder firm as on when required. (This note shall be also applicable for technical scoring of the bids).
- An OEM / Product Company can be part of multiple consortiums, if bidding only as the Solution provider for the respective Product / Solution. A Prime Bidder in one bid can’t be part of any other consortium. Any OEM can be part of multiple bids as OEM / sub-contractors.
6. **Instructions to Bidder**

6.1 **Purpose of Bid Document**

1. The purpose of this tender is to select an Implementation Agency for setting up intelligent traffic management systems across Pune City. This document provides information to enable the bidders to understand the broad requirements to submit their ‘Bids’.

2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Prime Bidder”) in response to this invitation. The term “Bidder” means the Sole Firm or the Prime Bidder, as the case may be.

3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in Volume II of this tender document.

4. The bidder shall be required to submit their bid in three parts - Prequalification pack (comprising file formats specified in Section 9), Technical pack (comprising file formats specified in Section 10) and Commercial bid pack (in line with instructions in Section 11).

6.2 **Bidder Registration and Instructions**

1. Bidders shall get themselves registered as PMC’s vendor by paying necessary fees to PMC by following due Procedure.
   Visit https://pmctenders.abcprocure.com; www.punecorporation.org for details on this requirements.

2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.

3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.

4. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and may result in rejection of its Proposal.

5. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by PSCDCL.

6.3 **Proposal Preparation Cost**

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence
activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by PSCDCL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. This Bid Document does not commit the Corporation to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of PSCDCL/ PMC and may be returned at its sole discretion.

6.4 Pre-Bid Meeting

1. PSCDCL will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Section 3.3. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification / seek additional information necessary for them to submit their bid.

2. All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned in Section 3.3 via email. The queries should necessarily be submitted in the following format:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>RFP Document Reference</th>
<th>Content of the RFP requiring clarification</th>
<th>Clarification Sought</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the: PMC website (http://www.punecorporation.org/) and E-Tender Site (https://pmctenders.abcprocure.com/pmctenders/EProc.jsp)

Note: Pre bid publication will be part of the tender and binding on all bidders’, furthermore ‘PSCDCL have right to change the doc or conditions during tender process’

6.5 Conflict of Interest

1. A “Conflict of Interest” is any situation that might cause an impartial observer to reasonably question whether System Integrator actions are influenced by considerations of your firm’s interest at the cost of Government. The System Integrator agrees that it shall hold the PSCDCL’s interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the System
Integrator foresees a Conflict of Interest, the System Integrator shall notify PSCDCL forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

2. Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.

3. PSCDCL requires that the BIDDER provides professional, objective, and impartial advice and at all times hold the PSCDCL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

4. The System Integrator shall disclose to PSCDCL in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the System Integrator or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

6.6 Amendment of RFP Document

1. At any time before the deadline for submission of bids, the PSCDCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. All the amendments made in the document would be informed to all the participating agencies through mail or through written post.

2. PSCDCL will make all reasonable effort to inform the prospective bidders. However the bidders are advised to visit the website (http://www.punecorporation.org/) and (https://pmctenders.abcprocure.com/pmctenders/EProc.jsp) on regular basis for checking necessary updates. PSCDCL also reserves the rights to amend the dates mentioned in this RFP for bid process.

3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the PSCDCL may, at its discretion, extend the last date for the receipt of Bids.

6.7 Right to amendment of the project scope

1. PSCDCL retains the right amend the scope of work or amend the programme for service delivery at any time and without assigning any reason. PSCDCL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.

2. The bidder's technical and commercial proposals received in this process may result in PSCDCL selecting to engage with the bidders’ in further discussions and negotiations toward execution of a contract including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the PSCDCL to execute a contract or to continue negotiations. PSCDCL may terminate negotiations at any time without assigning any reason.
6.8 PSCDCLs rights to terminate the selection process

1. PSCDCL may terminate the RFP process at any time and without assigning any reason. PSCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

2. This RFP does not constitute an offer by PSCDCL.

3. The bidder's participation in this process may result in PSCDCL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the PSCDCL to execute a contract or to continue negotiations. PSCDCL may terminate negotiations at any time without assigning any reason.

6.9 Right to reject any proposal

1. Notwithstanding anything contained in this RFP, PSCDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2. Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

General rejection criteria

i. Conditional Bids;

ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;

iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;

iv. Revelation of prices in any form or by any reason before opening the Commercial Bid;

v. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;

vi. Bids received after the prescribed time & date for receipt of bids.

Pre-Qualification Bid rejection criteria

i. Bidders not complying with the Eligibility Criteria given in this Tender;

ii. Bids not furnishing documentation to confirm their eligibility to the tender requirements;

iii. Bids without power of attorney/ board resolution;

iv. Bids without the requisite EMD submission.

Technical Bid rejection criteria
i. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum / corrigendum (if any) and any subsequent information given to the Bidder;

ii. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;

iii. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

iv. Bidders not scoring the requisite technical marks.

**Commercial Bid Rejection Criteria**

1. Incomplete price Bid;

2. Price Bids that do not conform to the Tender’s price bid format;

3. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;

4. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

3. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then PSCDCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of PSCDCL, including annulment of the Selection Process.

**6.10 Earnest Money Deposit (EMD) and amount**

1. Bidder shall make an online transfer Rs. 100/- through eTender portal and submit an EMD amount of Rs. 210,00,000/- (Rupees Two Crore and Ten Lacs only) through Bank Guarantee, valid for 180 (One hundred and eighty days) from the date of submission. For bank details refer section 3.3. Original EMD needs to be submitted prior to bid submission deadline.

2. Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than 120 days after Signing of the Contract with the Selected Bidder.

3. The decision of PSCDCL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

4. The EMD may be forfeited:
   - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any;
   - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time;
During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Deliberate attempts by the bidder to share wrong information / manipulate information / hide the facts

In case of non-Indian firms, failure of the successful bidder in registering in India within 90 days of the receipt of Letter of Intent from PSCDCL.

6.11 Submissions of Bids

1. Complete bidding process will be online (e-tendering) in three envelope system. All the notification & detailed terms and conditions regarding, this tender notice hereafter will be published on line on web site: https://pmctenders.abcprocure.com/pmctenders/EProc.jsp.

2. Bidding documents can be seen and downloaded from the website https://pmctenders.abcprocure.com/pmctenders/EProc.jsp. The bid can be submitted in electronic format on the website within the deadline as specified in section 3.3 of the RFP.

3. The bidders are required to submit Original of the EMD before the bid submission time.


5. Bidder should upload information as scanned copies in pdf format for Pre-Qualification as mentioned in the RFP. Bidder should submit original copies of scanned copies for verification during Technical bids opening.

6. Time and date of opening of financial bids will be informed by email to technically qualified bidder. The guidelines to download the RFP and online submission of bids and procedure of tender opening can be downloaded from website: https://pmctenders.abcprocure.com/pmctenders/EProc.jsp

7. Bidders should have valid class II / III Digital Signature Certificate (DSC) obtained from any certifying Authorities.

8. The Chief Executive Officer, PSCDCL, reserves the right to accept or reject any or all the tenders without assigning any reason.

6.12 Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and PMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

6.13 Bid Submission Format

1. The Bidder shall provide all the information sought under this RFP. PSCDCL would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online only. The Bidder shall prepare one original set of the Technical and Financial Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

2. Bidders should note the PDD, as specified in Section 3.3, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by PSCDCL, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

3. The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
   - by the proprietor, in case of a proprietary firm; or
   - by a partner, in case of a partnership firm and/or a limited liability partnership; or
   - by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
   - by the authorized representative of the Lead Member, in case of consortium
   - A copy of the Power of Attorney certified by a notary public shall accompany the Proposal (if required)

6.14 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to PSCDCL, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. PSCDCL will not take responsibility towards this. However, PSCDCL may provide necessary assistance, wherever possible, in this regard.

6.15 Taxes

The Bidders 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 Department under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder needs to find out applicable taxes for the components being proposed.)
6.16 Right to vary the scope of the work at the time of award

PSCDCL reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the SI’s performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the SI for adjustment under this Clause must be asserted within thirty (30) days from the date of the SI’s receipt of the PSCDCL changed order.

6.17 Modification or Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify PSCDCL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids/ PDD.

2. The notice of withdrawal shall:
   - Be addressed to PSCDCL at the address named in the bid Data Sheet,
   - Bear the Contract name, the <Title> and < bid No.>, and the words “bid Withdrawal Notice.”

3. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.

4. Proposals that are withdrawn in accordance with clause 8.17.1 and 8.17.2 shall be returned unopened to the Bidder.

5. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

6.18 Evaluation Process

1. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by PSCDCL, for the entire period of the contract. The Bidder’s Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.

2. PSCDCL will appoint a Bidder’s Evaluation Committee (BEC) to scrutinize and evaluate the prequalification of bidders, technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, response and whether the Bid format confirms to the Bid Document requirements. PMC may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to PMC.

3. The technical bid of only those bidders (or consortia) shall be opened which meet all the criteria of the pre-qualification criteria mentioned in Section 5 as per format provided in Section 9 below..
4. There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

### 6.19 Opening of Technical Bid

1. PMC shall open the Technical Proposals, of bidders qualifying the pre-qualification criteria, in public, in the presence of Bidders’ designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 3.3.

2. Only bids that are opened and read out at the proposal opening and are accompanied with hard copy of EMD shall be considered further.

3. All the bids shall be opened one at a time, reading out: The name of the Bidder and whether there is a modification; the presence of a bid security; and any other details as PMC may consider appropriate. No proposal shall be rejected at the proposal opening except for late bids.

4. PMC shall prepare a record of the proposal opening that shall include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of a bid security. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.

5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in Annexure VII.

### 6.20 Evaluation of Technical Bids

1. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee may invite each Bidder to make a presentation as part of the technical evaluation.

2. The BEC may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in PSCDCL’s interest).

3. Only those Bids which have a minimum score of 75% of total marks in technical evaluation will be considered for opening of their Commercial Bid. However, Commissioner PMC reserves the right to lower the minimum required marks if none of the Bidders achieves 75% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.

### 6.21 Technical Evaluation Criteria

Technical Evaluation of the bids would be carried out on five criteria as given below:
- **Bidder’s Competence** (25% of the total weightage)
- Technical Solution, Product Compliance (25% of total weightage)
- Proposed Team (10% of the total weightage)
- Project Understanding, Approach and Methodology (10% of the total weightage)
- Proof of Concept and Presentation (30% of the total weightage)

For each of the citations that the Applicant will furnish to support the below mentioned criteria, Applicant is required to submit the relevant supporting documents (work orders / client certificates / completion certificate / statutory auditors certificate / invoices etc.).

Above mentioned evaluation criteria would be divided into various sub-criteria, mentioned as follows.

A. Bidder Competence

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Tech Eval Criteria</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1. | **Bidder Turnover** – either Total or from IT / ITES / Telecom revenue | The bidder (lead bidder in case of consortium) average annual turnover for last 3 financial years (ending 31 March 2016) – either total or from IT/ITES/Telecom revenue

<table>
<thead>
<tr>
<th>Either of following (average for 3 yrs in INR Crs)</th>
<th>Total Turnover</th>
<th>From IT / ITES / Telecom revenue</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;= INR 500 Cr.</td>
<td>&gt;= INR 200 Cr.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>&gt;= INR 750 Cr.</td>
<td>&gt;= INR 300 Cr.</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>&gt;= INR 1000 Cr.</td>
<td>&gt;= INR 400 Cr.</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>&gt;= INR 1250 Cr.</td>
<td>&gt;= INR 500 Cr.</td>
<td></td>
<td>15</td>
</tr>
</tbody>
</table>

2. Experience of Traffic Signal Management with CCC | **System Integration** of Traffic Signal Management (projects of atleast 20 traffic junctions for Area based / Intelligent / Adaptive Management with Command and Control Centre) in India / globally in past five years.

<table>
<thead>
<tr>
<th>Number of projects</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project</td>
<td>25</td>
</tr>
<tr>
<td>2 Projects</td>
<td>28</td>
</tr>
<tr>
<td>&gt;= 3 Projects</td>
<td>30</td>
</tr>
</tbody>
</table>

3. Experience of RLVD System | Implementation of RLVD system (projects of minimum 20 cameras each) in India / globally in past five years.

<table>
<thead>
<tr>
<th>Number of projects</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project</td>
<td>9</td>
</tr>
<tr>
<td>2 Projects</td>
<td>11</td>
</tr>
<tr>
<td>&gt;= 3 Projects</td>
<td>12</td>
</tr>
</tbody>
</table>

## S. No. | Tech Eval Criteria | Description
--- | --- | ---
| 0f e-Challan systems | Number of projects | Marks |
| 1 Project | 3 |
| 2 Projects | 4 |
| >= 3 Projects | 5 |

### 5. Experience in implementation of Variable Messaging Display (VMD) Signboards and VMD Mngt S/W
- Implementation of VMD System in a single project of minimum 5 VMS sign Boards, managed & monitored from central location

<table>
<thead>
<tr>
<th>Number of projects</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project</td>
<td>6</td>
</tr>
<tr>
<td>2 Projects</td>
<td>8</td>
</tr>
<tr>
<td>&gt;= 3 Projects</td>
<td>10</td>
</tr>
</tbody>
</table>

### 6. Engineering in Traffic Experience
- Experience in Traffic Engineering projects, such as region/area wide traffic signal design, area traffic control, simulation based real time traffic modelling and simulation based junction modelling studies in the past five years in India / globally.

<table>
<thead>
<tr>
<th>Number of projects</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project</td>
<td>10</td>
</tr>
<tr>
<td>2 Projects</td>
<td>12</td>
</tr>
<tr>
<td>&gt;= 3 Projects</td>
<td>13</td>
</tr>
</tbody>
</table>

### 7. Bidder’s experience for the technology proposed
- Relative scoring shall be awarded amongst bidders for the experience as per the project criteria mentioned in the table below. Relative scoring shall be awarded to the bidders’ vis-à-vis the bidder having maximum number of eligible projects in each of the criteria. If none of the bidders have any project in any of the project type, all the bidders shall score nil.

<table>
<thead>
<tr>
<th>Type of Project</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area/Intelligent/Adaptive Traffic Control System for atleast 20 traffic junctions as an individual project with centralized management system</td>
<td>6</td>
</tr>
<tr>
<td>Traffic Law enforcement projects (using Speed Detection or RLVD or ANPR Cameras for atleast 20 locations as an individual project)</td>
<td>3</td>
</tr>
<tr>
<td>Setting up of Traffic Command Control Centre (minimum 10 seater)</td>
<td>3</td>
</tr>
<tr>
<td>implementing simulation based real time traffic modelling platform for a city (or atleast 10 traffic junctions as an individual project)</td>
<td>3</td>
</tr>
</tbody>
</table>

**Total Marks**

<table>
<thead>
<tr>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
</tr>
</tbody>
</table>

### B. Technical Solution, Product Compliance

Bidder’s technical solution shall be evaluated based upon following sub-criteria:
C. Personnel

The bidder shall propose the appropriate project team for the implementation post-implementation phases. Indicative list of the man-power to be deployed and their benchmark qualifications & experience is given in Volume II.

The personnel specified in the table below shall be evaluated for technical scoring. Out of this list, with the exception of Project Director, other personnel shall be required to be deployed on full time basis in Pune for the duration of the implementation and post-implementation of this project. The maximum marks to be assigned for each personnel CV is given as follows.

<table>
<thead>
<tr>
<th>#</th>
<th>Technical evaluation of personnel</th>
<th>Max marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Director</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Project Manager</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Transport Engineering Expert</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Intelligent Transport Systems expert</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>IT Network Expert</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>VMS Expert</td>
<td>10</td>
</tr>
</tbody>
</table>
Each of the above profiles would be evaluated as per following marking criteria, benchmark for which shall be taken as specified in Volume II of the RFP against each profile:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>% of Max Marks Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance to minimum Educational Qualification</td>
<td>30%</td>
</tr>
<tr>
<td>Compliance to minimum no of Years of relevant experience</td>
<td>30%</td>
</tr>
<tr>
<td>No. of relevant (to the role the resource proposed for) projects undertaken</td>
<td>40%</td>
</tr>
<tr>
<td>• 1 projects : 50% of the marks</td>
<td></td>
</tr>
<tr>
<td>• For every additional project: 25% extra marks</td>
<td></td>
</tr>
<tr>
<td>(i.e, for 3 projects, resource to get full marks towards relevant experience)</td>
<td></td>
</tr>
</tbody>
</table>

D. Bidder’s Understanding of the Project, Approach & Methodology

<table>
<thead>
<tr>
<th>S.No</th>
<th>Technical evaluation criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of the requirements</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Approach and Methodology of the Implementation &amp; Post-Implementation</td>
<td>65</td>
</tr>
<tr>
<td>3</td>
<td>Work plan and deployment schedule</td>
<td>15</td>
</tr>
</tbody>
</table>

**Total (D)** (to be converted to weightage of 10% in total score) **100**

Bidders with Total (A+B+C+D) score exceeding **45** shall be called for the Presentation, Case Study and Demonstration Round.

6.22 Proof of Concept and Technical Presentation

Bidders scoring 45 or above in the criteria mentioned 6.21 above, shall be evaluated for further 2 technical evaluation criteria given below, for total of 30 marks.

<table>
<thead>
<tr>
<th>#</th>
<th>Sub-Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Proof of Concept</strong>, to be evaluated based upon -</td>
</tr>
<tr>
<td></td>
<td>o Implementation Capability</td>
</tr>
<tr>
<td></td>
<td>o Product Conformance to site requirements</td>
</tr>
<tr>
<td></td>
<td>o Demonstrated Improvement in traffic KPIs</td>
</tr>
</tbody>
</table>

**Note**: Different Road Stretches comprising of 3 – 4 junctions to be allocated to different bidders, with the timeline of 3 – 4 weeks for PoC implementation. Bidders may use existing infrastructure (power, traffic lights, poles, etc.) if necessary & if available. Bidder to ensure no distraction with
the traffic and ensure restoring back the existing systems. Bidder to arrange all POC material & services (such as controllers, connectivity with central server, central server and server software etc.) at their own cost.

| 2 | Technical Presentation, to be evaluated based upon –  
|   | o Project Understanding demonstrated  
|   | o Technical Solution presented  
|   | o A&M, Risk Management, Work Plan demonstrated  
|   | o Suitability of the alliances (if any), Synergy observed during presentation  
|   | o Relevant Case Study presentation, along with the strategy to use the same experience for Pune ATCS Project  
|   | o Live demonstration of the relevant system / solution, if any  
|   | o Answers to the queries of the committee members |

6.23 Technical Score of the bidder

Technical Score of the bidder = A + B + C + D + E

The minimum technical score of 75 needs to be obtained to be qualified for commercial bid opening.

6.24 Opening of Commercial Bid

1. The Commercial bids shall not be opened by PSCDCL until the evaluation of the Technical Proposals has been completed.

2. PSCDCL will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the nodal officer / designated representatives of the Bidders who choose to attend, at the time, date and place, as decided and communicated by PSCDCL.

3. Commercial Bids of bidders who have failed to qualify in evaluation of the technical proposal shall not be opened. Only bids that are opened and read out at the commercial opening shall be considered further.

4. The Bidders’ representatives who are present shall be requested to sign the attendance sheet.

5. Commercial Bids will be evaluated by PSCDCL for completeness and accuracy. The amount stated in the bid, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

6. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
6.25 Final Evaluation of the Bids and Selection Method

1. The method of winning bid selection shall be Quality and Cost Base Selection (QCBS) method. The weightages to be given to the Technical and Commercial Bids shall be as follows: Technical = 80% and Commercial = 20%. Final scores of the eligible bids shall be calculated as follows (calculated up to two decimal points):

\[ \text{Bidder's Total Score} = 0.8 \times (T_s) + (0.2) \times \left( \frac{C_{\text{min}}}{C_b} \times 100 \right) \]

- \( T_s \) = Technical score for the bidder under consideration
- \( C_b \) = Commercials of the bidder under consideration
- \( C_{\text{min}} \) = Lowest Commercials among all the opened valid financial bids

2. The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited for negotiations and awarding the contract. In case of a tie on the technical scores and highest overall scores, the \( C_b \) will be calculated to the third place of decimal and the bidder with lesser \( C_b \) will be invited for negotiations and awarding of the contract.

6.26 OEM / Implementation Partner Participation Criteria

1. The bidder will be required to submit a manufacturer’s authorization form from all the OEMs stating that the bidder in concern would be bidding for their products/solutions.

2. Firms with common Proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. An independence form in the same regard must be submitted by the bidder.

3. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of PSCDCL, for further penal action including blacklisting.

4. If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for further penal action including blacklisting.

5. If after awarding the contract it is found that the accepted bid violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment.
6.27 Rights to Accept/Reject any or all Proposals

PSCDCL reserves the right to accept or reject any proposal, and to annul the bidding process and reject 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 PSCDCL’s action.

6.28 Notifications of Award and Signing of Contract

1. Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted.

2. PSCDCL shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.

3. The notification of award (LoI/Purchase Order) will constitute the formation of the Contract. Upon the Bidder’s executing the contract with PSCDCL, it will promptly notify each unsuccessful bidder and return their EMDs.

4. At the time PSCDCL notifies the successful Bidder that its bid has been accepted, PSCDCL will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to PSCDCL. Draft Format of the contract is given in the Annexure IV.

6.29 Performance Bank Guarantee

1. The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the bidder.

2. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

3. The Performance Bank Guarantee shall be valid for the term of the resultant Agreement, and shall be renewed and maintained as necessary by the SI for the term of the resultant Agreement, and extensions if any.
4. The Performance Bank Guarantee may be discharged/ returned by department 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 Performance Bank Guarantee.

5. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. Department 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.

6. Department shall also be entitled to make recoveries from the Bidder’s bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

6.30 Failure to agree with the Terms & Conditions of the Bid Document/ Contract

Failure of the bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

6.31 Terms and Conditions of the Tender

1. Bidder is required to refer to the draft Contract Agreement, attached as Annexure in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.

2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.
7. Service Level Agreements

Service Level Agreement (SLA) shall become the part of Agreement between PSCDCL and the Successful Bidder / SI. SLA defines the terms of the Successful Bidder’s 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 Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.

The Successful Bidder has to supply software/automated tools to monitor all the SLAs mentioned below.

Note: Penalties shall not be levied on the SI in the following cases:

a. There is a Force Majeure event effecting the SLA which is beyond the control of the SI
b. The non-compliance to the SLA has been due to reasons beyond the control of the SI.

c. Theft cases by default would not be considered as "beyond the control of SI". However, certain cases, based on circumstances & certain locations, PSCDCL may agree to qualify as "beyond the control of SI". Damages due to any accident / mishap shall be considered as "beyond the control of SI". However, Power shut down or deliberate damage to field devices would not be considered as "beyond the control of SI". Any such deliberate damage to be covered through insurance mechanism, and such field devices would need to be replaced within SLA period by the SI.

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to PSCDCL for the duration of this Agreement.

7.1 Definitions

For the purposes of this service level agreement, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below:

a. “Uptime” shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non IT & IT) can be calculated as:

\[ \text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} – \text{Maintenance Time})]\} \times 100 \]

b. “Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
c. “Incident” refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the Surveillance System.

d. “Helpdesk Support” shall mean the 24x7x365 based support center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.

e. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective vendors, getting the confirmatory details about the same from the vendor and conveying the same to the end user), the services related troubles during the first level escalation.

7.2 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 Successful Bidder is linked to the compliance with the SLA metrics. The matrix specifies three levels of performance, namely,

a. The Agency will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100

b. The Agency will get lesser payment in case of the lower performance. (For e.g. if SLA point score is 80 then the SI will get 20% less on the quarterly payment)

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 quarterly 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 SI and audited by PSCDCL/PMC or its appointed Consultant for accuracy and reliability.

PSCDCL 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 PSCDCL on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by PSCDCL after consultation with the SI 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 SI shall be capped at 10% of the total CAPEX / OPEX, during the respective phases of the project. However, PSCDCL would have right to invoke termination of the contract in case the liquidated damages increase above 10% of CAPEX / OPEX.
PSCDCL would also have right to invoke termination of contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

### 7.3 SLA Holiday Period, Planned Downtime

First quarter, post Go Live of the project shall be termed as holiday period for SLAs, wherein the SLAs shall not be applicable on the SI (but it must be monitored and measured). This SLA holiday period is only for the purpose of streamlining the operations and monitoring of the systems and processes.

Any planned application / server downtime would not be included in the calculation of application / server availability. However, the Successful Bidder should take at least 10 days prior approval from PSCDCL in writing for the planned outage, which should not be for more than 30 minutes, would be in lean period (non-movement period, like post mid-night) and limited to maximum four outages in a year. In case of planned outages at Data Centre level, services of other Data Centre services to be used to service the clients, while there would be no planned outages for field devices.

### 7.4 Pre Implementation SLA

**Timely delivery of the Scope of Work**

<table>
<thead>
<tr>
<th>Definition</th>
<th>Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Service Level Requirement</strong></td>
<td>All the deliverables defined in the contract has to be submitted On-time on the date as mentioned in the contract with no delay.</td>
</tr>
<tr>
<td><strong>Measurement of Service Level Parameter</strong></td>
<td>To be measured in Number of weeks of delay from the timelines mentioned in the section “Project Timelines”</td>
</tr>
<tr>
<td><strong>Penalty for non-achievement of SLA Requirement</strong></td>
<td>Any delay in the delivery of the project deliverables would attract a liquidated damage per week of 0.3% of the CAPEX of contract value per week for first 8 weeks and 0.5% per week for every subsequent week. If the liquidated damage reaches 10% of CAPEX, PSCDCL may invoke termination clause.</td>
</tr>
</tbody>
</table>
RFP for Selection of Agency for Setting up Adaptive Traffic Management System in Pune City – Volume I

7.5 **SLA Matrix for Post Implementation SLAs**

<table>
<thead>
<tr>
<th>#</th>
<th>Performance Area</th>
<th>Baseline Metric</th>
<th>Baseline Points</th>
<th>Lower Performance Metric</th>
<th>Lower Performance Points</th>
<th>Breach Metric</th>
<th>Breach Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Uptime of Traffic signal Controller</td>
<td>98%</td>
<td>12</td>
<td>&gt;= 96% to &lt;98%</td>
<td>9</td>
<td>&lt; 96%</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Uptime of Traffic signal Aspects</td>
<td>95%</td>
<td>5</td>
<td>&gt;= 92% to &lt;95%</td>
<td>3.5</td>
<td>&lt; 92%</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Uptime Vehicle Detectors</td>
<td>98%</td>
<td>5</td>
<td>&gt;= 96% to &lt;98%</td>
<td>3.5</td>
<td>&lt; 96%</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>Uptime of RLVD Cameras</td>
<td>98%</td>
<td>5</td>
<td>&gt;= 96% to &lt;98%</td>
<td>3.5</td>
<td>&lt; 96%</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>Uptime of Variable Message Signage</td>
<td>98%</td>
<td>4</td>
<td>&gt;= 96% to &lt;98%</td>
<td>2.5</td>
<td>&lt; 96%</td>
<td>0</td>
</tr>
</tbody>
</table>


2. Centralised Application Performance (includes any user/system application related to the project)

<table>
<thead>
<tr>
<th>#</th>
<th>Performance Area</th>
<th>Baseline Metric</th>
<th>Baseline Points</th>
<th>Lower Performance Metric</th>
<th>Lower Performance Points</th>
<th>Breach Metric</th>
<th>Breach Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ATCS Application Availability</td>
<td>99%</td>
<td>8</td>
<td>&gt;= 96.5 % to &lt;99%</td>
<td>6</td>
<td>&lt; 96.5%</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>RLVD Application Availability</td>
<td>99%</td>
<td>4</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>VMS Application Availability</td>
<td>99%</td>
<td>3</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Maximum time for Traffic Application(s) opening at Traffic Command Center</td>
<td>&lt;5 secs</td>
<td>1</td>
<td>5.01 - 10.0 secs</td>
<td>0.7</td>
<td>&gt; 10 secs</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>Maximum time for Menu Navigation, Window/Screen Opening, Screen Navigation (Average) at Traffic Command Center</td>
<td>&lt;2 sec</td>
<td>1</td>
<td>2.01 - 5.0 secs</td>
<td>0.7</td>
<td>&gt; 5 secs</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>Reports Generation Response Time (Alerts/MIS/Logs etc.)</td>
<td>Simple query - &lt;5 secs</td>
<td>1</td>
<td>Simple complexity Query = 5.01 - 10 secs</td>
<td>0.8</td>
<td>Simple complexity Query = &gt; 10 secs</td>
<td>0</td>
</tr>
</tbody>
</table>
### Performance Area

<table>
<thead>
<tr>
<th>#</th>
<th>Performance Area</th>
<th>Baseline Metric</th>
<th>Baseline Points</th>
<th>Lower Performance Metric</th>
<th>Lower Performance Points</th>
<th>Breach Metric</th>
<th>Breach Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td><strong>ANPR &amp; RLVD Performance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>ANPR for Standard Roman Number plates (3 wheelers &amp; above)</td>
<td>90%</td>
<td>3</td>
<td>89.99% to 80%</td>
<td>2</td>
<td>&lt; 80%</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>ANPR for Non-Standard Roman Number plates (3 wheelers &amp; above)</td>
<td>70%</td>
<td>2</td>
<td>69.99% to 60%</td>
<td>1.5</td>
<td>&lt; 60%</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>ANPR for Standard Roman Number plates (2 wheelers)</td>
<td>85%</td>
<td>1</td>
<td>84.99% to 75%</td>
<td>0.75</td>
<td>&lt; 75%</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>ANPR for Non-Standard Roman Number plates (2 wheelers)</td>
<td>65%</td>
<td>1</td>
<td>64.99% to 55%</td>
<td>0.75</td>
<td>&lt; 55%</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>Issue of eChallens to the identified traffic violators</td>
<td>98%</td>
<td>2</td>
<td>&gt;= 95% to &lt;98%</td>
<td>1.5</td>
<td>&lt; 95%</td>
<td>0</td>
</tr>
<tr>
<td>4.</td>
<td><strong>End-User Equipment Uptime</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Monitoring workstations at Command Centers</td>
<td>99%</td>
<td>2</td>
<td>&gt;= 96 % to &lt;99%</td>
<td>1.5</td>
<td>&lt; 96%</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Video wall</td>
<td>99%</td>
<td>4</td>
<td>&gt;= 96 % to &lt;99%</td>
<td>3</td>
<td>&lt; 96%</td>
<td>0</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Underlying IT Infrastructure Uptime/Availability at Data Centers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Production Server’s Uptime</td>
<td>99.5%</td>
<td>9</td>
<td>&gt;= 98 % to &lt;99.49%</td>
<td>6</td>
<td>&lt; 99.5%</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Storage System Uptime</td>
<td>99.5%</td>
<td>5</td>
<td>&gt;= 98 % to &lt;99.49%</td>
<td>3</td>
<td>&lt; 99.5%</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>Storage System at DR Site</td>
<td>99 %</td>
<td>2</td>
<td>&gt;= 98 % to &lt;99%</td>
<td>1.5</td>
<td>&lt; 98%</td>
<td>0</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Manpower deployment during post-implementation period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Full-time resources required to be deployed as per RFP requirements</td>
<td>&gt;=95%</td>
<td>6</td>
<td>&gt;=80% to &lt;95% deployment of resources #</td>
<td>4</td>
<td>&gt; 80 % of resources #</td>
<td>0</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Security /Patch Services for IT Infrastructure</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Firewall and any other security appliance Uptime</td>
<td>100%</td>
<td>2</td>
<td>97 % to 99.99%</td>
<td>1</td>
<td>&lt; 97%</td>
<td>0</td>
</tr>
</tbody>
</table>
# Prior approved leaves (as per leave policy of PSCDCL) shall not be considered as absence of the resources.
7.6 **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, PSCDCL/PMC/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"
- e. Bidder is advised to have stronger poles & proper housing to protect from such damages.
- f. 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.

7.7 **Security Breach SLA**

**Note** – This SLA for Security Breach is applicable over and above the SLAs mentioned in above table.

<table>
<thead>
<tr>
<th>Definition</th>
<th>Security of the video feeds and the overall system is quite important and Successful Bidder shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are–</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Availability of Video feeds to any other user than those authorized by PSCDCL/PMC/End user department and provided passwords</td>
</tr>
<tr>
<td></td>
<td>• Availability of any report / data to any other user than those authorized by PSCDCL/PMC/End user department, and provided passwords</td>
</tr>
<tr>
<td></td>
<td>• Successful hacking of any active component on the network by any unauthorized user Or any other privacy rule is broken as per Govt. of India guidelines</td>
</tr>
<tr>
<td>Service Level Requirement</td>
<td>Security compliance of the system should be 100%</td>
</tr>
<tr>
<td>Measurement of Level Service Parameter</td>
<td>Any reported security breach shall be logged into the SLA Management solution as a security breach</td>
</tr>
<tr>
<td>Penalty for non-achievement of SLA Requirement</td>
<td>For every security breach reported and proved, there shall be a penalty of INR 200,000/-</td>
</tr>
</tbody>
</table>
7.8 Breach in supply of Technical Manpower

**Note** – This SLA for supply of Technical Manpower is applicable over and above the SLAs mentioned in the above table.

<table>
<thead>
<tr>
<th>Definition</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder is required to propose the CVs of the required technical manpower (as mentioned in Scope of work Section). It is vital that such manpower is available to PSCDCL/PMC/End user department and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these man-power.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Level Requirement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability of the required man-power should be 100%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measurement of Service Level Parameter</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Following instances would be considered as SLA non-compliances:</td>
<td></td>
</tr>
<tr>
<td>• Replacement of a profile by the Bidder (only one replacement per profile would be permitted per year)</td>
<td></td>
</tr>
<tr>
<td>• Non-deployment of the profile for more than 1 month. Authority reserves the right to ask SI to replace the profile if the performance / commitment are not up to the mark</td>
<td></td>
</tr>
<tr>
<td><strong>Note:</strong> Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Penalty for non-achievement of SLA Requirement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>For every SLA non-compliance reported and proved, there shall be a penalty of INR 100,000/-</td>
<td></td>
</tr>
</tbody>
</table>

7.9 Explanation Notes for SLA Matrix

A) **Field Sensors (Traffic Surveillance Cameras, RLVD, ANPR, Speed detection systems) Availability**

<table>
<thead>
<tr>
<th>Definition</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>“Field Sensors (Traffic Surveillance Cameras, RLVD, ANPR, Speed detection systems) Availability” means availability of the sensor data to the Traffic Command Center.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measurement of Service level Parameter</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[(Total average Uptime of all the respective field sensors in a quarter)/(Total Time in a quarter)]*100</td>
<td></td>
</tr>
</tbody>
</table>

B) **Application Availability**
Application availability refers to the total time when the Application is available to the users for performing all activities and tasks.

Measurement of Service level Parameter

\[
\left[ \frac{\text{Total Uptime of the Application in a quarter}}{\text{Total Time in a quarter}} \right] \times 100
\]

C) Issue Resolution

Issue Resolution SLA shall monitor the time taken to resolve a complaint / query after it has been reported by PSCDCL/PMC/End user department to the Successful Bidder.

Different Issues/Queries shall be classified as in following three categories as defined above.

- **Critical**: Issue that impacts more than one production services / is raised by higher management / is impacting high importance areas
- **Medium**: Issue that doesn’t impact more than one production services but has a potential to impact or may get escalated to top management if not resolved quickly
- **Low**: Upgrades, shifting, preventive maintenance. Issues which don’t have impact on services.

7.10 SLA Performance Bonus

If the SI complies to 100% SLA requirements for two consecutive quarters, performance bonus of 2.5% of the quarterly payment shall be additionally paid to SI as Performance Bonus. Such a bonus shall be repeated on occurrence of 100% SLA compliance of every consecutive quarters.
8. Payment Schedule and Milestones

Implementation Phase of the project shall be divided into 2 phases:

- Phase I shall cover ATCS and Traffic surveillance devices deployment for a minimum of 118 signals, VMS at a minimum of 33 locations, RLVD equipment at a minimum of 11 locations. The corresponding connectivity of these locations with proposed Data Center, TCC and DR locations shall also be included in Phase I. Phase II shall cover the balance locations. **However, subject to findings of the Feasibility Study done by the SI, the SI may propose a change in the number of sites or individual units to be deployed in each phase as well as overall scope and a consequent change in phasing. PSCDCL also retains the right to change the sites.**

- Phase II shall cover the remaining deployment

Payment schedule towards the project implementation and post implementation shall be as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>Payment Milestone</th>
<th>Payment %</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1</td>
<td>Mobilisation Advance *</td>
<td>5%</td>
</tr>
<tr>
<td>M2</td>
<td>Completion of field Study and submission of it’s report to PSCDCL, Approval of System Design Document and Approval of SRS Document</td>
<td>6%</td>
</tr>
<tr>
<td>M3</td>
<td>Delivery of material for Phase I, Partial Acceptance Testing of the material by PSCDCL</td>
<td>11%</td>
</tr>
<tr>
<td>M4</td>
<td>Completion and Go-Live of locations in Phase I</td>
<td>11%</td>
</tr>
<tr>
<td>M5</td>
<td>Delivery of material for Phase II, Partial Acceptance Testing of the material by PSCDCL</td>
<td>11%</td>
</tr>
<tr>
<td>M6</td>
<td>Completion and Go-Live of locations in Phase II</td>
<td>11%</td>
</tr>
<tr>
<td>M7</td>
<td>Submission of all Documentation, Implementation Completion Certificate by PSCDCL</td>
<td>10%</td>
</tr>
<tr>
<td>M8 – M27</td>
<td>Remaining 40% in 20 equal Quarters during the Maintenance Phase of 5 Years of the Project</td>
<td>2% per Quarter</td>
</tr>
</tbody>
</table>

Note:

* Mobilisation advance shall be adjusted with 12% interest in every payment milestones of M2 – M7.
# Payment % shall be on the total contract value (i.e. CAPEX + OPEX)
- The above payments are subject to meeting of SLA’s failing which the appropriate deductions as mentioned in the SLA criteria of this RFP
9. Formats for Pre-Qualification bid

9.1 Pre-Qualification cover Letter

<<To be printed on lead bidder company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy
To
The CEO,
PUNE Smart City Development Corporation Ltd.

Subject: Selection of Agency for Setting Up Adaptive Traffic Management System In Pune City
Reference: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Selection of Agency for Setting Up Adaptive Traffic Management In Pune City. We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Pune Smart City Development Corporation Limited, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead PSCDCL in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here 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.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

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.

______________________________
Signature of Authorized Signatory (with official seal)
<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone&amp; Fax</td>
</tr>
<tr>
<td>E-mail address</td>
</tr>
</tbody>
</table>
# 9.2 PQ_1: Bidder Information Format

<<To be printed on lead bidder company’s letterhead and signed by Authorized signatory>>

### Bidder Information Format

<table>
<thead>
<tr>
<th>#</th>
<th>Particulars</th>
<th>Lead bidder (Consortium Member #1)</th>
<th>Consortium Member #2</th>
<th>Consortium Member #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the organization</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type of Organization (Pvt. Ltd/ Public Limited)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Country of registered Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Address of Registered office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Company Registration Details</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Date of Registration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Details of ISO 9001:2008/ CMMI level 3 and above/ any global certifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>PAN/ Equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>TIN/ Equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Address of Registered office in India</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>No of years of operations in India</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contact Details of officials for future correspondence regarding the bid process:

<table>
<thead>
<tr>
<th>Details</th>
<th>Authorized Signatory</th>
<th>Secondary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Id</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yours Sincerely,
Signature of Authorized Signatory (with official seal)
Name : 
Designation : 
Address : 
Telephone& Fax : 
E-mail address : 

**Note:** To be uploaded with supporting documents as proofs, specified Section 5.
9.3 **PQ_2: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years**

<<*To be printed on lead bidder company’s letterhead and signed by Authorized signatory*>>

### Bidders Annual turnover

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual Turnover (Lead Bidder)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Annual turnover from IT or ITES or Telecom revenue (Lead Bidder)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Annual turnover from IT or ITES or Telecom revenue (Consortium Member 2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Annual turnover from IT or ITES or Telecom revenue (Consortium Member 3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yours Sincerely,

____________________________
Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

**Note:** To be uploaded with supporting documents as proofs, specified Section 5.
9.4 PQ_3: Self Declaration – No Blacklisting

<<To be printed on each company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To

The CEO,

PUNE Smart City Development Corporation Ltd.

Sir/Madam,

In response to the Tender Ref. No. ___________________________ dated ____________ for SELECTION OF AGENCY FOR SETTING UP ADAPTIVE TRAFFIC MANAGEMENT SYSTEM IN PUNE CITY, as an owner/ partner/ Director of ___________________________, I/ We hereby declare that presently our Company/ firm ___________________________ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices as on the date of submission of the bid by any State/ Central Government/ PSU in India.

We further declare that presently our Company/ firm ___________________________ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name of the Bidder : 
Authorized Signatory  :
Seal of the Organization : 
Business Address  :
Date  :
Place  :
10. Formats for Technical Bid

10.1 General Instructions on Preparation of the Technical Proposal

i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Quality and completeness of the information submitted by the Bidder will matter a lot for carrying out fair evaluation of the bidder’s capability.

ii. **Bidder is expected to divide the technical proposal in following sections / documents** (please maintain the serial numbers specified below within the naming convention of your files uploaded in the eTender portal):

   a. Bidder’s Proof of total turnover and turnover from IT/ITES/Telecom business
   b. Experience of Traffic Signals Management with Command Control Center (projects of atleast 20 traffic junctions for Area based / Intelligent / Adaptive Management with Command and Control Centre) in India / globally in past five years)
   c. Experience in implementation of RLVD System (projects of minimum 20 cameras each) in India / globally in past five years)
   d. Experience in implementation of e-Challan systems (projects involving handheld equipment and Application system for a Government Authority / Undertaking /Government in India / globally)
   e. Experience in implementation of Variable Messaging Display (VMD) Signboards and VMD Management System (in a single project of minimum 5 VMS sign Boards, managed & monitored from central location)
   f. Engineering in Traffic Experience (projects involving region/area wide traffic signal design, area traffic control, simulation based real time traffic modelling and simulation based junction modelling studies in the past five years in India / globally)
   g. Bidder’s experience for the following technology proposed:
      - Area/Intelligent/Adaptive Traffic Control System for atleast 20 traffic junctions as an individual project with centralized management system
      - Traffic Law enforcement projects (using Speed Detection or RLVD or ANPR Cameras for atleast 20 locations as an individual project)
      - Setting up of Traffic Command Control Centre (minimum 10 seater)
      - implementing simulation based real time traffic modelling platform for a city (or atleast 10 traffic junctions as an individual project)
   h. Compliance to functional requirements of the following key project scope elements :
      - Adaptive Traffic Control System (ATCS)
Variable Message Sign Boards
- Red Light Violation Detection (RLVD) System
- eChallen System
- Traffic Simulation System

i. Compliance to the Technical requirements for various other ICT components specified in Volume II of the RFP

j. Successful implementations of the solutions / products proposed for Pune ATCS for following key scope elements:
- Adaptive Traffic Control System (ATCS)
- Red Light Violation Detection (RLVD) System
- Variable Message Sign Board System
- Traffic Simulation System

Project listing should be submitted with certifications by the respective OEMs, along with client certificate / minimum 6 month old client order / self-certification of successful implementation.

k. Details on Bandwidth size committed for various last mile connectivity requirements and the technology proposed / tie-ups done to meet the bandwidth requirements.

l. CVs of the proposed team in the format given in the RFP (copies of certifications to be attached, wherever applicable). Also share the summary table in the format given below for 6 resources being evaluated for technical scoring:

<table>
<thead>
<tr>
<th>Role : Criteria</th>
<th>Resource Name :</th>
<th>RFP Requirement</th>
<th>Actual</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Qualification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No of Years of relevant experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. of relevant (to the role the resource proposed for) projects undertaken</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

m. Bidder's technical documentation on Project Requirements, capturing the following (indicative list, not comprehensive):

- Clear articulation and description of the design and technical solution and various components including details of the application software proposed
- Reasoning for selection of the proposed technology over other options.
• Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients

• Clearly articulate the Strategy and Approach and Methodology for Design, Installation, Configuration and Maintenance of hosted components, hosting infrastructure of the project, data recovery, etc.

• Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.

• Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.

• Identified Risks in the Project and Risk Mitigation Matrix

n. Proof of Concept Implementation Strategy

o. Bill of Material: This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.

p. Other documents as per requirements of the RFP

iii. Document Technical Solution in a structured manner. Check-list for the above mentioned documents to be included in the Technical Folder in following format:

<table>
<thead>
<tr>
<th>#</th>
<th>Documents required</th>
<th>Submitted (Y / N)</th>
<th>Documentary Proof (Document Name, Page No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Bidder’s Proof of total turnover and turnover from IT/ITES/Telecom business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Experience of Traffic Signals Management with Command Control Center (projects of at least 20 traffic junctions for Area based / Intelligent / Adaptive Management with Command and Control Centre) in India / globally in past five years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Experience in implementation of RLVD System (projects of minimum 20 cameras each in India / globally in past five years)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>e</td>
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<td>...</td>
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</tr>
</tbody>
</table>
**10.2 CVs of the Key Manpower proposed**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Staff</td>
</tr>
<tr>
<td>2</td>
<td>Current Designation in the Organization</td>
</tr>
<tr>
<td>3</td>
<td>Proposed Role in the Project</td>
</tr>
<tr>
<td>4</td>
<td>Proposed Responsibilities in the Project</td>
</tr>
<tr>
<td>5</td>
<td>Date of Birth</td>
</tr>
<tr>
<td>6</td>
<td>Education</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Degree / Diploma, College, University, Year of Passing</td>
</tr>
<tr>
<td></td>
<td>Degree / Diploma, College, University, Year of Passing</td>
</tr>
<tr>
<td>7</td>
<td>Summary of Key Training and Certifications</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Language Proficiency</td>
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<tr>
<td></td>
<td>Language</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Employment Record (For the total relevant experience)</td>
</tr>
<tr>
<td></td>
<td>From / To:</td>
</tr>
<tr>
<td></td>
<td>Employer:</td>
</tr>
<tr>
<td></td>
<td>Position Held:</td>
</tr>
<tr>
<td></td>
<td>From / To:</td>
</tr>
<tr>
<td></td>
<td>Employer:</td>
</tr>
<tr>
<td></td>
<td>Position Held:</td>
</tr>
<tr>
<td></td>
<td>From / To:</td>
</tr>
<tr>
<td></td>
<td>Employer:</td>
</tr>
<tr>
<td></td>
<td>Position Held:</td>
</tr>
<tr>
<td>10</td>
<td>Total No. of Years of Work Experience</td>
</tr>
</tbody>
</table>
11  |  Total No. of Years of Experience for the Role proposed

12  |  Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)

| Name of assignment or project: |
| Year: |
| Location: |
| Client: |
| Main project features: |
| Positions held: |
| Activities performed: |
10.3 Format for Authorization Letters from OEMs

<<To be printed on letter head of OEM and signed by Authorized signatory of OEM>>

Date: dd/mm/yyyy

To
The CEO
PUNE Smart City Development Corporation Limited

Sub : Selection of Service Provider for the Project "Selection of Agency for Setting up Network of Smart Elements in Pune City" – Authorization Letter from OEMs

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

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 / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 6 years from the date of this letter.

Yours faithfully,

(Signature of the Authorized Signatory from OEM)
Name
Designation
Seal :
Date: 
Place: 
Business Address:

(Signature of the Authorized Signatory - Lead Bidder) along with seal
Name
Designation
10.4 Power of Attorney for Lead Member of Consortium

Whereas the Pune Municipal Corporation has invited applications from interested parties for the “<name of the project>”.

Whereas ………………………………………. and ……………………………………..,  and …………………………………….. (Collectively “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ………………………………………. having our Registered office at ………………………………………….,

M/s,………………………………………. having our Registered office at ………………………………………….,

M/s,………………………………………. having our Registered office at ………………………………………….,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. ……………………… having its registered office at ………………………………………….., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the PSCDCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the PSCDCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .................. DAY OF .................., 20....

For ........................................
(Signature)

........................................
(Name & Title)

For ........................................
(Signature)

........................................
(Name & Title)

For ........................................
(Signature)

........................................
(Name & Title)

Witnesses:
1.
2.
(Executants)
(To be executed by all the Members of the Consortium)

Notes:

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

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*
10.5 Joint Bidding / Consortium Agreement

<<To be executed on minimum Rs. 100/- Stamp paper >>

THIS JOINT BIDDING AGREEMENT is entered into on this the ....... day of................20...

AMONGST

1. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. { Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

a) [THE PUNE SMART CITY DEVELOPMENT CORPORATION LTD., represented by [ ....], having its principal office at [ ] (hereinafter referred to as the “PSCDCL”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns); has invited bids (the Bids”) by its Tender document ___ dated (the “Tender”) for pre-qualification and short-listing of bidders for Selection of agency for setting up network of smart elements in Pune city.

b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project, and

c) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations
In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. Purpose of the Consortium Agreement

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part, <name of the firm>, shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract when all the obligations of the SPY shall become effective. Role / Responsibilities of the Lead Member of the consortium shall be as follows:
   - ---
   - ---
   - ---

b) Party of the Second Part, <name of the firm>, shall be have following Role / Responsibilities as part of the consortium:
   - ---
   - ---
   - ---

c) Party of the Third Part, <name of the firm>, shall be have following Role / Responsibilities as part of the consortium:
   - ---
   - ---
   - ---

5. Liability

The Parties do hereby agree that lead member of the consortium shall be jointly and severally responsible to PSCDCL for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender document and the Contract, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract. Each of the other members of the consortiums shall be responsible and liable to PSCDCL for their role / responsibilities as defined section 4 above.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

I. Require any consent or approval not already obtained.

II. violate any Applicable Law presently in effect and having applicability to it;

III. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

IV. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

V. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the PMC to the Bidder, as the case maybe.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of {India}.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the PSCDCL.
IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

[add name of the party of the First Part]
Authorised Signatory
Name:
Designation:

In the presence of:
Name:
Address:

[add name of the party of the Second Part]
Authorised Signatory
Name:
Designation:

In presence of:
Name:
Address:

[add name of the party of the Third Part]
Authorised Signatory
Name:
Designation:

In presence of:
Name:
Address:
11. **Commercial Bid Format & Instructions**

<<To be printed on letter head of Lead Bidder and signed by Authorized signatory of lead bidder>>

Date: dd/mm/yyyy

To

The CEO

PUNE Smart City Development Corporation Limited

**Sub**: Selection of Service Provider for the Project *“Selection Of Agency For Setting Up Adaptive Traffic Management In Pune City”*

**Ref**: Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of *“Selection Of Agency For Setting Up Adaptive Traffic Management In Pune City”* do hereby propose to provide services as specified in the Bid Document referred above.

1. **PRICE AND VALIDITY**
   - All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
   - We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
   - We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. **DEVIATIONS**
   We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

   Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

3. **QUALIFYING DATA**
   We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
4. **BID PRICE**  
We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. **CONTRACT PERFORMANCE GUARANTEE BOND**  
We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name  
Designation  
Seal.  
Date:  
Place:  
Business Address:
11.1 General instructions

a. Bidder should provide all prices as per the prescribed format under this Annexure.

b. All the prices are to be entered in Indian Rupees (INR) only

c. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. Bidder should provide breakup of all Taxes, Duties and Levies as applicable.

d. The prices should specify five year support cost as per provided formats.

e. PSCDCL reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.

f. PSCDCL shall take into account all Taxes, Duties & Levies for the purpose of evaluation.

g. Should there be any change in applicable taxes / levies / duties, the actual taxes / levies / duties on the date of billing would prevail.

h. The SI needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.

i. The Unit Rate as mentioned in the commercial formats may be used for the purpose of ‘Change Order’ for respective items, if any. However, based on the market trends, PSCDCL retains the right to negotiate this rate for future requirement.

j. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by PSCDCL or Pune Traffic Police Department. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.

k. For the purpose of evaluation of Commercial Bids, PMC shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.

l. PMC also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to PMC.

m. SI should refer Volume II of the Tender for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial Formats.

n. Line items mentioned in the Commercial Formats are for representation purpose and SI may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.

o. No escalations of prices will be considered under any circumstances.
### 11.2 Commercial Bid Format

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Ref. Schedule</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Capital Expenditure for the project</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Area Traffic Control System (ATCS)</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Variable Message Signage Boards System</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Traffic Enforcement System</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>E-Challan System</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Data Center Infrastructure (Servers, Storage, Application Software, etc.)</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Data Recovery (DR) Centre</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Traffic Command Centre</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Capacity Building</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Technical Manpower Cost</td>
<td>I</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Miscellaneous Cost (please specify details in separate schedule)</td>
<td>J</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>(I) CAPEX</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Connectivity</td>
<td>K</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Operations &amp; Maintenance for IT / Non-IT Infrastructure</td>
<td>L</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Technical &amp; Operational Manpower Cost</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Miscellaneous Cost (please specify details in separate schedule)</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>(II) OPEX for 5 Years</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total (I+II)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 11.3 Schedule A: Area Traffic Control System (ATCS)

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR) – A</th>
<th>Taxes &amp; Duties (INR) – B</th>
<th>Total (INR) – A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Area Traffic Control System (ATCS) for a 2 arm junction</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Area Traffic Control System (ATCS) for a 3 arm junction</td>
<td>162</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Area Traffic Control System (ATCS) for a 4 arm junction</td>
<td>174</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Area Traffic Control System (ATCS) for a 5 arm junction</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>..</td>
<td>&lt;any line item as per requirement of bidder’s technical solution&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total for Schedule A</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 11.4 Schedule B: Variable Message Sign Boards

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR) – A</th>
<th>Taxes &amp; Duties (INR) – B</th>
<th>Total (INR) – A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, installation, commissioning of 1500 X 6000 mm VMS board including VMS controller as per specifications</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mounting structure for VMS as per site requirements and IRC guideline</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total

Total for Schedule B

### 11.5 Schedule C: Red Light Violation Detection

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR) – A</th>
<th>Taxes &amp; Duties (INR) – B</th>
<th>Total (INR) – A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Red Light Voilation Detection (RLVD) System for Single Lane Carriageway including ANPR cameras, Overview Cameras, Local Processing Unit, with cabling and mounting infrastructure</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>50 lanes across 33 junctions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>UPS with Battery</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Switches</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Provisioning of Electrical Power</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>&lt;any line item as per requirement of bidder’s technical solution&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total

Total for Schedule B

### 11.6 Schedule D: E Challan System

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR) – A</th>
<th>Taxes &amp; Duties (INR) – B</th>
<th>Total (INR) – A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>eChallan Hand Held Devices</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>&lt;any line item as per requirement of bidder’s technical solution&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule E: Data Center

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR) - A</th>
<th>Taxes &amp; Duties (INR) - B</th>
<th>Total (INR) - A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Servers (inclusive of Operating System)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.a</td>
<td>Area Traffic Control System (ATCS) Server</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>Variable Messaging Sign (VMS) Server</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>RLVD Server</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>eChallan System Server</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>EMS Server</td>
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<tr>
<td>1.f</td>
<td>Database Server</td>
<td></td>
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<td></td>
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<tr>
<td>1.g</td>
<td>&lt;any other server as per solution proposed by bidder&gt;</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1.h</td>
<td>Antivirus Server</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>...</td>
<td>Server load balancer</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td><strong>Application &amp; System Software</strong></td>
<td></td>
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<tr>
<td>2.a</td>
<td>ATCS Software Application</td>
<td></td>
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<tr>
<td>2.b</td>
<td>Enterprise Management System</td>
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<tr>
<td>2.c</td>
<td>Anti-virus Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.d</td>
<td>Customised Dashboard for PSCDCL (for various levels)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.e</td>
<td>eChallan System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.f</td>
<td>RLVD System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.g</td>
<td>Variable Messaging Signs Management Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.h</td>
<td>Integration of the ATCS with Smart City Operations Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>&lt;any other software as per solution opposed by bidder&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Storage as per functional and technical specifications given in RFP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Router</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Switches</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Firewall, Intrusion Prevention System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Racks (Caged)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Networking Cost (Passive Components) (Please specify details)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Installation, Configuration etc. and overall management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>&lt;any line item as per requirement of bidder’s technical solution&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Schedule F: Data Recovery (DR) Center

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR)</th>
<th>Taxes &amp; Duties (INR)</th>
<th>Total (INR) - A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Storage as per functional and technical specifications given in the RFP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidders to specify as per the solution proposed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&lt;any line item as per requirement of bidder’s technical solution&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total

Total for **Schedule F**

## Schedule G: Traffic Command Centre

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR)</th>
<th>Taxes &amp; Duties (INR)</th>
<th>Total (INR) - A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Video Wall Solution (along with hardware &amp; software)- 70” cubes in a 5X2 display</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Monitoring Workstations (3 monitors)</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Network Colour Laser Printers</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Indoor Fixed Dome Cameras for internal surveillance</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Civil Work (Masonry work, Flooring, Ceiling, Partitioning Work, Office Workstations, Furniture and Fixtures)</td>
<td>As Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Electrical Cabling &amp; Necessary Illumination Devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Fire Safety System with alarms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. Access Control System (RFID/Proximity based, for all staff) | 1
9. Comfort AC | 2
10. UPS | 1
11. DG Set as per requirement | 1
... <any line item as per requirement of bidder's technical solution>

**Sub Total**

**Total for Schedule G**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR) – A</th>
<th>Taxes &amp; Duties (INR) – B</th>
<th>Total (INR)-A+B</th>
</tr>
</thead>
</table>

**11.10 Schedule H: Capacity Building**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit rate (INR)</th>
<th>Total Amount (INR) – A</th>
<th>Taxes &amp; Duties (INR) – B</th>
<th>Total (INR)-A+B</th>
</tr>
</thead>
</table>

1. Training Costs (per batch)
   1.a Functional Training | As Required
   1.b Administrative Training
   1.c Sr. Management Training
   ... <any line item as per requirement of bidder's proposition for Capacity Building>

**Sub Total**

**Total for Schedule H**

**11.11 Schedule I: Technical Manpower (for project implementation)**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Quantity</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Year</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Year</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; Year</th>
<th>4&lt;sup&gt;th&lt;/sup&gt; Year</th>
<th>5&lt;sup&gt;th&lt;/sup&gt; Year</th>
</tr>
</thead>
</table>

1. Project Director | Profiles specified in technical evaluation are the bare minimum.
2. Project Manager
3. Technical Expert- Transport Engineering
4. Technical Expert- Intelligent Transport Systems
5. Technical Expert – Network
6. Technical Expert – VMS
7. Procurement Manager
8. IT Solution Architect
9. IT Security Expert
10   Technical Expert- Servers & Storage  indicative.  Bidder to specify complete team requirement  

9   Field Engineers  

...  <specify>  

Sub Total  

Total for Schedule I  

11.12  Schedule K: Connectivity  

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Size &amp; Qty</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
<th>5th Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Connectivity Cost from Traffic Junctions of ATCS Traffic Signals, Traffic Surveillance Cameras &amp; Variable Message Signboards to TCC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Connectivity Cost from RLVD Systems to TCC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2G/3G/4G GSM Connectivity from E Challan Handheld device to TCC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Aggregation Bandwidth at Data Center &amp; TCC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Connectivity Cost from DC to DR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&lt;any line item as per requirement of bidder’s technical solution&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total  

Total for Schedule K  

11.13  Schedule L: Operations & Maintenance Costs for IT / Non-IT Infrastructure  

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
<th>5th Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Area Traffic Control System (ATCS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Variable Message Signage Boards System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Traffic Enforcement System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4 Data Centers Infrastructure (Servers, Storage, Application Software, etc.)

### 5 Data Recovery (DR) Centre

### 6 Traffic Command Centre

... <any line item as per requirement of bidder's technical solution>

Sub-Total

Total for **Schedule L**

---

#### 11.14 Schedule M: Technical Manpower (for project maintenance period)

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Quantity</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
<th>5th Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technical Expert- Traffic Command Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Technical Expert- Transport Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Technical expert- Intelligent Transport Systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Technical Expert – Network</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Technical Executive – software applications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>HelpDesk Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Helpdesk Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&lt;specify&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total

Total for **Schedule M**
12. Annexure

12.1 Format for Performance Bank Guarantee

(Stamp duty shall be paid as per provisions of Maharashtra Stamp Act 1958)

IN CONSIDERATION OF ……………………………………………. Through ………………………

PUNE Smart City Development Corporation (PSCDCL) for Selection Of Agency For Setting Up
Adaptive Traffic Management In Pune City (hereinafter referred to as the “said work”) on the
terms and conditions of the AGREEMENT dated the ..........day of ................. 20__ executed
between PSCDCL on the one part and the Company (Name of the Lead Bidder) on the other part
(hereinafter referred to as “the said AGREEMENT) and on the terms and conditions specified in
the Contract, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer
submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed
hereto.

The Company has agreed to furnish PSCDCL in Guarantee of the Nationalized Bank for the sum
of Rs ............ (Agreement in Words and Figures) only which shall be the Security Deposit for the
due performance of the terms covenants and conditions of the said AGREEMENT. We.............
Bank Registered in India under Act and having one of our Local Head Office at………………………
do hereby guarantee to PSCDCL in ............. Department.

i. Due performance and observances by the Company of the terms covenants and conditions
on the part of the Company contained in the said AGREEMENT, AND

ii. Due and punctual payment by the Company to PSCDCL of all sum of money, losses,
damages, costs, charges, penalties and expenses that may become due or payable to
PSCDCL by or from the Company by reason of or in consequence of any breach, non-
performance or default on the part of the Company of the terms covenants and conditions
under or in respect of the said AGREEMENT.

AND FOR THE consideration aforesaid, we do hereby undertake to pay to PSCDCL on demand
without delay demur the said sum of Rs. ................. (Rupees .................................. only)
together with interest thereon at the rate prescribed under ................. from the date of demand
till payment or such lesser sum, as may be demanded by PSCDCL from us as and by way of
indemnity on account of any loss or damage caused to or suffered by PSCDCL by reason of any
breach, non-performance or default by the Company of the terms, covenants and conditions
contained in the said AGREEMENT or in the due and punctual payment of the moneys payable
by the Company to PSCDCL thereunder and notwithstanding any dispute or disputes raised by
the Company in any suit or proceeding filed before the Court relating thereto our liability
hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that –
a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of PSCDCL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till PSCDCL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.

b) We shall not be discharged or released from liability under this Guarantee by reason of
   a. any change in the Constitution of the Bank or
   b. any arrangement entered into between PSCDCL and the Company with or without our consent;
   c. any forbearance or indulgence shown to the Company,
   d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
   e. any time given to the Company, OR
   f. any other conditions or circumstances under which in a law a surety would be discharged.

c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs………………………. (Rupees……………………………………. Only).

d) We shall not revoke this guarantee during its currency except with the previous consent of PSCDCL in writing;

e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs………………………. (Rupees……………………………………. only) and shall remain in force until PSCDCL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.

f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to PSCDCL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to PSCDCL demand without any demur, such sum as may by demanded, not exceeding Rs………………………. (Rupees…………………………………….) and that the Bank will indemnify and keep PSCDCL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of PSCDCL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of PSCDCL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.

g) PSCDCL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be
released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of PSCDCL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.

h) That the absence of powers on the part of the Company or PSCDCL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,

i) The Guarantor agrees and declares that for enforcing this Guarantee by………………against it, the Courts at Pune only shall have exclusive jurisdiction and the Guarantor hereby submits to the same

1.................................................................

2.................................................................

Being respectively the Director of the Company, who in token thereof, has hereto set his respective hands in the presence of –

1.................................................................

2.................................................................
12.2 Format for Bank Guarantee for Earnest Money Deposit

To,

The CEO

PUNE Smart City Development Corporation Limited

<Address>

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Purchaser>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Purchaser >> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
   a) Withdraws his participation from the bid during period of validity of bid document; or
   b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
II. This Bank Guarantee shall be valid up to <<insert date>>
III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for
payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:
12.3 Master Service Agreement

(Stamp duty shall be paid as per provisions of Maharashtra Stamp Act 1958)

This AGREEMENT is made at __________, Pune, Maharashtra, on this ____ day of _____, _____.

BETWEEN

---------------------------------------------, hereinafter referred to as "Client", or "PSCDCL" (which expression unless repugnant to the context therein shall include its administrator and permitted assignees) of the FIRST PART;

AND

---------------------------------------------, a company registered under the Companies Act, 1956, having its registered office at -----------------------------, hereinafter referred to as “Systems Integrator” or “SI” or “Vendor”, (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

Whereas PSCDCL has envisaged to implement Adaptive Traffic Management In Pune City for the city of Pune (hereinafter referred to as the “Adaptive Traffic Management System”);

And whereas PSCDCL published the RFP to seek services of a reputed IT firm as a System Integrator for Design, Development, Implementation & Maintenance of Adaptive Traffic Management System for Pune city;

And whereas M/s. ----------------------------- has submitted its proposal for Design, Development, Implementation & Maintenance of Adaptive Traffic Management System for Pune city;

AND whereas PSCDCL has selected M/s------------------------ as successful bidder and issued Letter of Intent dated ..................... to the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent.

And whereas PSCDCL and M/s. ----------------------------- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

1. Definitions
In this Agreement, the following terms shall be interpreted as indicated, -

(a) “PSCDCL” means Pune Smart City Development Corporation Limited;

(b) “Contract” means this Agreement entered into between PSCDCL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;

(c) “Systems Integrator” means M/s. ---------------- interchangeably referred to as “SI” in the contract; and

(d) “RFP” means the Tender Published by PSCDCL (Ref. No. ------) and the subsequent Corrigenda / Clarifications issued.

(e) "Go Live or successful completion of implementation of the project" date means the 16th day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of PSCDCL.

(f) "Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.

(g) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilised by the SI for the Pune City ‘Smart Elements’ Project.

2. Interpretation
The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:

- this Agreement;
- Scope of Services for the Systems Integrator (hereby annexed as Annexure I)
- Detail Commercial proposal of the Systems Integrator accepted by PSCDCL (hereby annexed as Annexure II)
- SLA to be adhered by the Systems Integrator (hereby annexed as Annexure III)
- Clarification & Corrigendum Documents published by PSCDCL subsequent to the RFP for this work (hereby annexed as Annexure IV)
- RFP Document of PSCDCL for this work (hereby annexed as Annexure V)
- LoI issued by the PSCDCL to the successful bidder (hereby annexed as Annexure VI); and
- Successful bidder’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP (hereby annexed as Annexure VII).

3. Term of the Agreement
The term of this agreement shall be a period of 5 years from the date of execution of this Agreement. This includes the estimated period of 6 months for implementation of the project and 15 years from the date of successful completion of implementation of all the project streams. As specified in Annexure ---, some of the scope elements would have a contractual tenure of 7.5 years from the date of execution of this Agreement.

In the event of implementation period getting extended beyond 6 months, for reasons not attributable to the Systems Integrator, PSCDCL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 15 years (and 7 years for select scope streams) from the date of successful completion of implementation of all the project streams. (Note: Delay caused due to any reason not in control of the SI would not be attributed to the project period.)

PSCDCL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 15 years (and 7 years for select scope streams) of post implementation period. Terms and conditions of such an extension shall be prepared by PSCDCL and finalized in mutual discussion with the SI.

4. Fees

Payment to the SI shall be as per the schedule defined in RFP, Volume I, Section 8. (Section to be re-produced in the contract to be signed)

The fees shall be inclusive of Value Added Tax or Sales Tax, Service Tax, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Local Laws or Laws of India. Should there be a change in such applicable taxes / levies / charges, the actual taxes / levies / charges on the date of billing would prevail.

The quarterly payment shall be due at the end of every three months starting from the date of successful completion of implementation of the project stream.

PSCDCL will release the payment, if applicable, within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of PSCDCL. PSCDCL shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where PSCDCL disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in Resolution of dispute.

5. Revenue Sharing

PSCDCL and SI shall jointly pursue possibilities of revenue generation through the project, within ambit of government regulations and will be shared 50-50 between PSCDCL and SI. Any expenditure incurred towards such revenue generation shall be borne by SI.

6. Scope Extension

PSCDCL reserves right to extend the scope of services for the price & timelines as given in Annexure II & Annexure III to this Agreement. The SLAs applicable to this Contract shall be liable for the additional items too.
7. Work Completion Timelines
List of the broad activities to be carried out by the Systems Integrator and the timelines from the date of Work Order are given in the table below. “T” stands for the date of issue of the Work Order.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Description of Milestones for the Implementation</th>
<th>Time Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>M2</td>
<td>Completion of field study and submission of it’s report to PSCDCL, Approval of System Design Document and Approval of SRS Document</td>
<td>T + 10 Weeks</td>
</tr>
<tr>
<td>M3</td>
<td>Delivery of material for Phase I, Partial Acceptance Testing of the material by PSCDCL</td>
<td>T + 20 Weeks</td>
</tr>
<tr>
<td>M4</td>
<td>Completion and Go-Live of locations in Phase I</td>
<td>T + 26 Weeks</td>
</tr>
<tr>
<td>M5</td>
<td>Delivery of material for Phase II, Partial Acceptance Testing of the material by PSCDCL</td>
<td>T + 39 Weeks</td>
</tr>
<tr>
<td>M6</td>
<td>Completion and Go-Live of locations in Phase II</td>
<td>T + 45 Weeks</td>
</tr>
<tr>
<td>M7</td>
<td>Submission of all Documentation, Implementation Completion Certificate by PSCDCL</td>
<td>T + 52 Weeks</td>
</tr>
</tbody>
</table>

8. Service Level Agreement (SLA)
PSCDCL is looking at a very professional approach in the project implementation and its operations. System Integrator is expected to match these expectations of the service levels given in Annexure IV of this agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in Annexure III to this agreement.

9. Use & Acquisition of Assets during the term
System Integrator shall
- take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI or the PSCDCL for the Mumbai City Surveillance Project) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the PSCDCL however, the System Integrator would be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. so that the SLAs are not affected.
• Maintain sufficient spare inventory at all times, for all items of importance;
• keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
• ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
• take such steps as may be recommended by the manufacturer of the Assets & notified to the system integrator or as may be necessary to use the Assets in a safe manner;
• provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
• To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
• Provide and facilitate access to PSCDCL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
• Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
• Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
• Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
• Maintain standard forms of comprehensive insurance including liability insurance, system & facility insurance & any other insurance for the Assets, data, software, etc in the joint names of PSCDCL & the System Integrator, where SI shall be designated as the 'loss payee' in such insurance policies; SI shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
• Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to PSCDCL of this Project in an efficient and speedy manner; &
• Obtain a sign off from PSCDCL or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of the Assets shall vest with PSCDCL on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with PSCDCL upon creation of such asset. System Integrator shall not use PSCDCL data to provide services for the benefit of any third party, as a service bureau or in any other manner. Six months prior to the expiry of the contract (of the respective work streams), there shall be joint inspection by a team of PSCDCL and SI to assess the damages to the assets, if any. If damage to the assets is found unacceptable to the PSCDCL, then corresponding penalty/liquidated damages shall be
10. Security and safety

- The System Integrator will comply with the directions issued from time to time by PSCDCL and the standards related to the security and safety in so far as it applies to the provision of the Services.
- System Integrator shall also comply with the PSCDCL Project’s information technology security and standard policies in force from time to time as applicable.
- System Integrator shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with PSCDCL’s data, facilities or Confidential Information.
- The System Integrator shall upon reasonable request by PSCDCL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- System Integrator and its partners / sub-contractors shall promptly report in writing to each other and PSCDCL 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 PSCDCL’s Facilities.

11. Indemnity

The System Integrator agrees to indemnify and hold harmless PSCDCL, its officers, employees and agents (each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

i. any mis-statement or any breach of any representation or warranty made by the System Integrator or

ii. The failure by the System Integrator to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party’s trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than System Integrator or its sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of PSCDCL, or

iii. any compensation / claim or proceeding by any third party against PSCDCL arising out of any act, deed or omission by the System Integrator or
iv. Claim filed by a workman or employee engaged by the System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

v. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

12. Third Party Claims

a. Subject to Sub-clause (b) below, the System Integrator (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

i) The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

ii) The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

v. System Integrator hereby indemnify & hold indemnified the PSCDCL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

vi. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified
Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

Viii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &

ix. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

x. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

13. Publicity
Any publicity by the SI in which the name of PSCDCL is to be used should be done only with the explicit written permission of the CEO, PSCDCL.

14. Warranties

a. The System Integrator warrants and represents to PSCDCL that:
   i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
   ii. This Agreement is executed by a duly authorized representative of the System Integrator;
   iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

b. In the case of the SLAs, the System Integrator warrants and represents to PSCDCL, that:
   - the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
   - The SLAs have been executed by a duly authorized representative of the System Integrator;
   - The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
   - The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
• System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;

• The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

• System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

• The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs.

Subject to the fulfillment of the obligations of the System Integrator as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by PSCDCL, the System Integrator will enforce such warranties on behalf of PSCDCL and pass on to PSCDCL, the benefit of any other remedy received in relation to such warranties.

c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, PSCDCL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the system Integrator.

15. Force Majeure
The System Integrator shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the System Integrator, not involving the System Integrator’s fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the SI to take benefit of this clause it is a condition precedent that the SI must promptly notify the PSCDCL, in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. PSCDCL, or the consultant / committee appointed by the PSCDCL shall study the submission of the SI and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the PSCDCL in writing, the SI shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay.
If the duration of delay continues beyond a period of 30 days, PSCDCL and the SI shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the PSCDCL shall be final and binding on the SI.

16. Resolution of Disputes
The PSCDCL and the SI shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the PSCDCL and the SI are unable to resolve amicably such dispute, the matter will be referred to the CEO, PSCDCL, and his / her opinion shall be taken.

If the SI doesn’t agree with the opinion of the Chief Secretary, PSCDCL, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by PSCDCL and the other one to be nominated by the SI. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Mumbai. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

17. Risk Purchase Clause
In the event SI fails to execute one or multiple work streams, as stipulated in the delivery schedule, or to the satisfaction of the PSCDCL, PSCDCL reserves the right to procure similar services from the next eligible bidder or from another alternate sources at the risk, cost and responsibility of the SI. Before taking such a decision, PSCDCL shall serve a notice period of 1 month to the SI. Total Liability of the SI towards this Clause is limited to 50% of the respective work stream(s) NPV.

18. Limitation of Liability towards PSCDCL
The SI’s liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the PSCDCL for loss or damage occurred or caused or likely to occur on account of any act of omission or on account of defect in goods or deficiency in services on the part of the SI / its employees / it’s sub-contractors. However, such liability of SI shall not exceed 50% of the total contract value.

This limitation of liability shall not limit the SI”s liability, if any, for damage to Third Parties caused by the SI / its employees / it’s sub-contractors, while carrying out the scope of work envisaged herein.

19. Conflict of Interest
A conflict of interest is any situation that might cause an impartial observer to reasonably question whether SI actions are influenced by considerations of your firm’s interest at the cost of Government.

The SI shall disclose to the PSCDCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Systems Integrator or its Team) in the course of performing Services as soon as it becomes aware of such a conflict. However, SI shall hold PSCDCL’s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

20. Data Ownership
All the data created as the part of the project shall be owned by PSCDCL. The SI shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the SI only as per the IT Security Policy, approved by PSCDCL. PSCDCL / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI Vendor to data / system security.

21. Intellectual Property Rights
(A) For the customized solution developed for the project, IPR of the solution would belong exclusively to the PSCDCL. The SI shall transfer the source code to PSCDCL at the stage of successful implementation of the respective smart element. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. PSCDCL may permit the SI, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to PSCDCL for the same.

(B) Deliverables provided to PSCDCL by System Integrator during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between System Integrator and PSCDCL, immediately upon creation, vest in PSCDCL. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to PSCDCL a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of PSCDCL.

22. Fraud and Corruption
PSCDCL requires that SI must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, PSCDCL defines, for the purpose of this provision, the terms set forth as follows:

a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of PSCDCL in contract executions.
b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to PSCDCL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive PSCDCL of the benefits of free and open competition.
c. “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which is given by the PSCDCL in Volume II.

d. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for PSCDCL for termination of the contract and initiate black-listing of the vendor.

23. Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by the PSCDCL or Six months after the beginning of the exit management period, whichever is earlier.

(ii) Confidential Information, Security and Data

Systems Integrator will promptly on the commencement of the exit management period, supply to the PSCDCL or its nominated agencies the following:

a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Surveillance Project, Project’s Intellectual Property Rights; any other data and confidential information related to the Project;

b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.

c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the PSCDCL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to PSCDCL or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to PSCDCL a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, PSCDCL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not
enforce or impose any contractual provision that would prevent any such employee from being hired by the PSCDCL or any Replacing Vendor.

(iv) **Rights of Access to Information**
At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to PSCDCL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the Surveillance Project.

(v) **Exit Management Plan**
Successful Bidder shall provide PSCDCL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor 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;

b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project’s operations as a result of undertaking the transfer;

c) Plans for provision of contingent support to the Surveillance Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.

d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.

e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by PSCDCL or its nominated agencies.

f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.

g) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.

h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

(vi) **Transfer Cost**
On premature termination of the contract for reasons other than those mentioned in section 23.a (Termination for Default), the Successful Bidder shall be paid the depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

Note: Amount to be payable by SI on premature termination of contract =
Pending amount to be paid against services delivered + Depreciated Book Value of the Assets as per Income Tax Rules – Applicable Penalty / Liquidated Damages

24. Termination of Contract

PSCDCL may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part:

- If the SI fails to deliver any or all of the project requirements / operationalization / go-live of the project within the time frame specified in the contract; or
- If the SI fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the SI, PSCDCL shall provide the SI with a written notice of 30 days instructing the SI to cure any breach/ default of the Contract, if PSCDCL is of the view that the breach may be rectified.

On failure of the SI to rectify such breach within 30 days, PSCDCL may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PSCDCL. In such event of termination, SI shall be also liable for penalty/liquidated damages imposed by the PSCDCL. PSCDCL shall reserve it’s right to forfeit the performance Guarantee of SI.

In the event of termination of this contract, PSCDCL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/breach, and further allow and provide all such assistance to PSCDCL and/or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.

25. Miscellaneous

a) Confidentiality

“Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any police department data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its consortium partners or subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.
Except with the prior written permission of PSCDCL, the Systems Integrator (including all consortiums or partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Systems Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

a. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to PSCDCL / PMC whose data is used but also to its stakeholders. System Integrator, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in PSCDCL & its nominees receiving a right to seek injunctive relief & damages from the System Integrator.

b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
   i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
   ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
   iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
   iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.

c. The restrictions of this Article shall not apply to confidential Information that:
   i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
   ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
   iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
   iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
   v. is identified in writing by the Discloser as no longer proprietary or confidential; or
   vi. Is required to be disclosed by law, regulation or Court Order, provided that
the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
  i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
  ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.

f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.

g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.

h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.

i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that PSCDCL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to
be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.

j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the PSCDCL Project. In order for such reviews to be frank & candid, for the greatest benefit to both PSCDCL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to PSCDCL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

A Non-disclosure agreement shall be signed separately between the Systems Integrator and PSCDCL.

b) Standards of Performance

The SI shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The SI shall always act in respect of any matter relating to this contract. The SI shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The SI shall also conform to the standards laid down by PMC or PSCDCL or Government of Maharashtra or Government of India from time to time.

c) Sub Contracts

All the personnel working on the project and having access to the Servers / data should be on payroll of the Systems Integrator. Sub-contracting / out sourcing would be allowed only for work like
- Passive Networking & Civil Work during implementation,
- FMS staff for non- IT support during post-implementation
- Services of professional architect for design of command / viewing centers
- Services delivered by the respective Product Vendors / OEMs

The bidder is expected to provide details of the sub-contractors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the SI shall be considered as sub-contracting.

The SI shall take prior approval from PSCDCL for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by PSCDCL. Such sub-contracting shall not relieve the SI from any liability or obligation under the Contract. The SI shall solely responsible for the work carried out by subcontracting under the contract.

d) Care to be taken while working at Public Place
SI should follow instructions issued by concerned Competent Authority and PMC from time to time for carrying out work at public places. SI should ensure that there is no damage caused to any private or public property. In case such damage is caused, SI shall immediately bring it to the notice of concerned organization and PSCDCL in writing and pay necessary charges towards fixing of the damage. SI should also ensure that no traffic congestion/public inconvenience is caused while carrying out work at public places.

SI shall ensure that its employees/representatives don’t breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e) Compliance with Labor regulations
The SI shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970.

f) Independent Contractor
Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party’s prior written consent.

g) Waiver
A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h) Notices
Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party’s principal or registered office address as set out below

PSCDCL:

Chief Executive Officer
Pune Smart City Development Corporation Ltd.

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Tel: -------------------------
Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

i) **Performance Guarantee**

The SI shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the PSCDCL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

j) **Personnel/Employees**

i. Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator or its sub-contractors, & under no circumstances will such personnel be considered as employees of PSCDCL. System Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The PSCDCL shall not be responsible for the above issues concerning to personnel of System Integrator.

ii. System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. PSCDCL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that PSCDCL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule.
& upon clearance of the personnel based on profile review & personal interview by PSCDCL or its nominated agencies, within not later than 30 working days. System Integrator shall depute quality team for the project & as per requirements, PSCDCL shall have the right to ask System Integrator to change the team.

iii. Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring & should attend the review meeting at least once in a month.

iv. The profiles of resources proposed by System Integrator in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the System Integrator shall not remove such personnel without the prior written consent of PSCDCL. For any changes to the proposed resources, System Integrator shall provide equivalent or better resources (in terms of qualification & experience) in consultation with PSCDCL.

v. Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. PSCDCL shall have the right to review & approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.

vi. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

k) Variations & Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.

b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

l) Severability & Waiver

a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this
Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

m) Entire Agreement
This MSA, the SLAs & all schedules appended thereto & the contents & specifications of the Volumes I, II, III & IV of the RFP subsequent corrigenda issued thereon & clarifications (undertakings) accepted by the PSCDCL constitute the entire agreement between the Parties with respect to their subject matter.

n) Survivability
The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly of by implication intended to come into effect or continue in effect after such expiry or termination.

o) The stamp duty payable for the contract shall be borne by the Systems Integrator.

p) Deliverables will be deemed to be accepted by PSCDCL if no communication from the department is made to the SI after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in at least 3 weekly project progress reports.

26. Applicable Law
The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Pune courts only.

IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered
By -----------------------
-----------------------,
For and on behalf of the Governor of the State of Maharashtra

Signed, sealed and delivered
By -----------------------
For and on behalf of the “Systems Integrator”,
Witnesses:
(1)
(2)

Attachments to the Agreement:
1) Scope of Services for the Systems Integrator (Annexure I)
2) Detail Commercial proposal of the Systems Integrator accepted by PSCDCL (Annexure II)
3) SLA to be adhered by the Systems Integrator (Annexure III)
4) Corrigendum Document published by PSCDCL subsequent to the RFP for this work (Annexure IV)
5) RFP Document of PSCDCL for this work (Annexure V)
6) LoI issued by the PSCDCL to the successful bidder (Annexure VI)
7) The successful bidder’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP (Annexure VII)