



RFP for "Selection of Implementation Agency for Supply, Installation, Commissioning, Operation & Maintenance of City-wide Surveillance and Wi-Fi Infrastructure at Rajkot City, Gujarat."

(RAJKOT EYE-WAY PROJECT)

E-Tender Ref No: GIPL/RMC-SmartCity-ICT/16-17/32



Rajkot Municipal Corporation

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, verbally or in documentary form by **Rajkot Municipal Corporation (henceforth referred to as “TENDERER” in this document)** or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document 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 TENDERER 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 Municipal Commissioner, RMC 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. TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

RMC 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.

RMC 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.

RMC 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 RFP document does not imply that RMC is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and TENDERER 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 RMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RMC 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.

SCEHDULE TENDER NOTICE

Item Description	Selection of Implementation Agency for Supply, Installation, Commissioning, Operation & Maintenance of City-wide Surveillance and Wi-Fi Infrastructure at Rajkot City, Gujarat (RAJKOT EYE – WAY PROJECT).
Location details	Periphery of Rajkot Municipal Corporation area.
Contract Period	5 Years from the date of Go-Live.
Bid Processing Fees (Non-refundable)	Rs. 20,000/- (Rupees Ten Thousand Only) in form of Demand Draft in favor of “Municipal Commissioner, Rajkot Municipal Corporation” payable at Rajkot.
Bid security (EMD)	EMD of Rs. 90,00,000 (Rupees Ninety Lacs Only) shall be either in form of Demand Draft and or Bank Guarantee of any nationalized / scheduled bank Draft in favor of “Municipal Commissioner, Rajkot Municipal Corporation” payable at Rajkot. The Bank guarantee format is mentioned in Section 7 – Format 15 of the RFP document.
Availability of Tender Document	https://www.nprocure.com
Consortium	Consortium maximum of 2 partners is allowed.
E-tender Floating date	24.03.2017
Pre-Bid Meeting	12:00 PM on 31.03.2017 at 2 nd Floor, Conference Room, Rajkot Municipal Corporation office, Dr Ambedkar Bhavan, Dhebar Road, Rajkot-360001
Last Date & Time of online bid submission	13.04.2017 up to 1700 Hrs
Last Date & Time of physical bid submission comprising of Tender Fee, EMD & all necessary documents through speed post or RPAD only	14.04.2017 – 18.04.2017 on or before 12:00 PM at IT Department , Rajkot Municipal Corporation Dr Ambedkar Bhavan, Dhebar Road, Rajkot-360001.
Date of Technical Bid opening	12:30 PM on 18.04.2017
Bid Validity	180 days from the date of bid submission.
Required number of offer	Technical offer – 1 (Online Submission) 2 (1 Original & 1 Duplicate – Hardcopy Submission) Commercial offer – 1 (Online Submission)
Date & Time of opening of Technical Presentation & Commercial Bid opening	Will be intimated to the qualified bidders at a later date.
Venue of opening of Technical & Commercial Bids	IT Department , Rajkot Municipal Corporation Dr Ambedkar Bhavan, Dhebar Road, Rajkot-360001
TENDERER Contact person	Director IT, Rajkot Municipal Corporation

NOTE: Please address all queries and correspondence to:

Guj Info Petro Limited

Block No: 15, 2nd Floor,

Udyog Bhavan, Sector -11,

Gandhinagar – 3820 11.

E-mail address: projects@gipl.net with CC to smgohil@rmc.gov.in

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- ✓ Bidder shall upload their bids on <https://www.nprocure.com>
- ✓ The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to TENDERER Office.
- ✓ The bid shall specify time schedule of various activities.
- ✓ Bids complete in all respects should be uploaded on or before the last date of the online bid submission.
- ✓ Services offered should be strictly as per requirements mentioned in this Bid document.
- ✓ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ✓ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, TENDERER reserve the right to revised financial offer.
- ✓ The duration of the Contract period for this activity will be of **5 years from the date of the Go-Live.**

In addition to this RFP, the following sections attached are part of Bid Documents.

Section – 1	Project Profile
Section – 2	Eligibility Criteria
Section – 3	Scope of Work
Section – 4	Instructions to the Bidders
Section – 5	Price Bid
Section – 6	SLA Agreement
Section – 7	Formats and Annexure
Section – 8	Technical Specification

Instruction to the bidders for online bid submission:

- Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://www.nprocure.com>
- The bids have been invited through e-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://www.nprocure.com>.

- Bidders who wish to participate in this bid will have to register on <https://www.nprocure.com> Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- In case of any query bidder can send it to projects@gipl.net before one business day of pre bid meeting.

DEFINITIONS

In this document, the following terms shall have following respective meanings:

1. **“User Acceptance Test (UAT)”** means the User Acceptance Testing of the ordered product and services on completion of installation and commissioning as per the requirement.
2. **“Acceptance Test Document”** means a document, which defines procedures for testing the installed and commissioned product and services against requirements laid down in the Agreement.
3. **“Agreement”** means the Service Level Agreement to be signed between the successful bidder and TENDERER including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications/changes/corrigendum’s, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **“Authorized Representative/ Agency”** shall mean any person/ agency authorized by either of the parties.
5. **“RFP/Tender/Project”** means E-Tender (No: GIPL/RMC-SmartCity-ICT/16-17/32) issued on behalf of RMC by GIPL for “Selection of Implementation Agency for Supply, Installation, Commissioning, Operation & Maintenance of City-wide Surveillance and Wi-Fi Infrastructure at Rajkot City, Gujarat (RAJKOT EYE – WAY PROJECT)”.
6. **“TENDERER/RMC”** here shall mean “Rajkot Municipal Corporation”
7. **“GIPL”** here shall mean “Guj Info Petro Limited - A consultant to RMC.
8. **“Amendment / Corrigendum”** means an amendment is issued when information in the RFP has been changed since its original posting.
9. **“Bidder”** means any agency that fulfils the requirement laid in the RFP documents and is possess the required expertise and experience as per the RFP document. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom TENDERER signs the Service Level Agreement for executing the project.
10. **“Bid”** means the complete bidding document submitted by the bidder to the client and shall include any corrections, addenda and modifications made therein.
11. **“Center”** means Offices of TENDERER
12. **“CCC”** means Command and Control Center
13. **“Contract”** is used synonymously with Agreement.
14. **“OEM”** means Original Equipment Manufacturer Company, that is incorporated in India or abroad, who has management control over the manufacturing /

production process, Quality Assurance, Procurement of Raw materials/manufacturing process inputs marketing and warranty services of the resultant products, of at least one manufacturing facility / factory where the manufacturing of equipment, related accessories, as required for the project etc. is carried out.

15. **“Contract Price”** means total price payable (inclusive taxes and duties) under the contract including any addition/deductions made thereafter.
16. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
17. **“Default Notice”** means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
18. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive TENDERER of the benefits of free and open competition.
19. **“Final Acceptance Test (FAT)”** means the acceptance testing of all the commissioned project components at all specified locations.
20. **“Go Live Date”** means the date on which the FAT of the entire project component’s as per the Work order has been successfully completed.
21. **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
22. **“Gol”** shall stand for Government of India.
23. **“GIS”** shall stand for Geographical Information Systems
24. **“Implementation Period”** shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate.
25. **“Law”** shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
26. **“Lol”** means Letter of Intent, which constitutes the intention of the TENDERER to place the Purchase Order with the successful bidder.
27. **“Work order”** shall mean a formal order issued by TENDERER to the successful bidder covering delivery timelines, SLA and other terms and conditions.

28. "**Operator**" means the entity/company providing the services / executing the project under the Agreement and is used synonymous with Bidder/Successful Bidder.
29. "**O&M Period**" means period of 5 years starting with the successful, installation and commissioning and FAT of the project components.
30. "**OEM**" Shall stand for Original Equipment manufacturer
31. "**PoC**" shall stand Proof of Concept.
32. "**Period of Agreement**" means 5 years' period starting with the date of Go-Live of the project as per the Scope of work mentioned in the tender.
33. "**Requirements**" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
34. "**Site**" means the location(s) for which the Contract will be signed and where the service shall be provided as per agreement.
35. "**Service**" means provision of Contracted service viz., operation, maintenance and associated services for Rajkot Smart City Project.
36. "**Service Down Time**" (**SDT**) means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to TENDERER. The services shall be operational on all days of a year and 24- hours/ day with in the uptime specified in the Service Level Agreement (SLA). The services shall be considered as operational when all Centers at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
37. "**Third Party Agency**" means any agency, if/as appointed by TENDERER for monitoring the Rajkot Smart City Project during commissioning and operation.
38. "**Termination Notice**" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
39. "**Unplanned downtime**" means an instance other than the planned down time in which ordered services are not available to TENDERER.
40. "**Uptime**" means the time period when specified services with specified technical and service standards as mentioned in Section-6 are available to TENDERER and its user organizations. The uptime will be calculated as follows:
"Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter"
41. "**% Uptime**" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
42. "**MAF**" means Manufacturer Authorization Form
43. "**ANPR**" means Automatic Number Plate Recognition

44. **“RLVD”** means Red Light Violation Detection
45. **“Change in Tax Law”** means
- ❖ Enactment of new tax law or modification or repeal of any applicable tax law,
 - ❖ Any change in the interpretation or enforcement of any tax laws by Government of India or State Government or local authority via issuance of circulars / clarifications or any Courts or Tribunal
 - ❖ increase or decrease in the rate of taxes in force on the date of the bid submission;
 - ❖ Change in the basis of computation of taxes in force on the date of the bid submission.

SECTION: 1 PROJECT PROFILE

SECTION -1 PROJECT PROFILE

1.1 Introduction and Background

The City of Rajkot has emerged as one of Gujarat's hi-tech city in technological development and innovation. The city has established its position as a pioneer in implementing numerous Smart initiatives in areas ranging from transit, e-Governance, solid waste management to water supply and many more. Additionally, Rajkot has been selected among the top 100 smart cities in India for which it receives funding from Ministry of Urban Development (MoUD) for projects under its smart city proposal.

RMC has completed the citizen's consultation round where views and suggestions were called, to arrive at the City's Vision and define goals to be achieved in next 5,10 or 20 years. Rajkot smart city proposal includes several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.

Most of the ICT initiatives have been identified with a predominant objective to improve public safety and surveillance, traffic management, quality of public services, and real time tracking of services. TENDERER envisage to implement a Pan city ICT Infrastructure project majorly covering various components like:

- City surveillance system
- Command and control center
- Wi-Fi hotspots
- Digital board/panel
- IOT Sensors
- LED Display Board/Screen(New added)
- IT infrastructure for City wide network

1.2 About Rajkot Municipal Corporation

Rajkot Municipal Corporation (RMC) is a local government body committed to provide basic infrastructure facilities including entertainment facilities to the people of the city. RMC is very well known for the managing the city by using private sector participation as well as introduction of innovative mechanism in management to serve people efficiently. City has prepared different plans for improving services and to nullify gap between services and demands.

1.3 About the Project

One of the primary objective of RMC under the Pan City Surveillance initiative is to enhance the safety and security, improve efficiency of municipal services and promote a better quality of life for residents, RMC also desires to foster the development of a robust network infrastructure that supports digital applications and ensures network connectivity is available throughout the city and in government departments. There is an undoubted necessity to: -

- Improve the city's situational awareness, safety & security
- Track and identify the city's traffic situation
- Make City areas into a wireless zone for its citizens

1.4 Project Objective:

The Pan city ICT Infrastructure is essentially intended to provide a high-speed connectivity at public places through creation of Wi-Fi hotspots to support/implement all the smart solutions, city surveillance system and transformation of static boards to digital boards. The project objectives broadly are as follows:

- To provide city surveillance system for effective management of Citizen's safety
- To provide internet facility to the citizens across the public places through creation of Wi-Fi hotspots
- To transform static board with digital boards which allows TENDERER to disseminate smart information to the citizens across the city and also multifold increase in revenue generation.
- To boost digital inclusion among departments and citizens
- To enable the government to have advanced communication products/platforms and better security and surveillance systems

1.5 Benefits envisaged:

The establishment of this project will provide high quality, reliable, cost effective and ICT Infrastructure to the city administration. It will be an enabler for providing various smart solutions under the smart city mission for the city like smart surveillance system, Smart parking, smart traffic monitoring system, Sensors, Digital boards, Wi-Fi hotspots and availability of high speed connectivity etc. which are to be taken up by RMC in due course of time.

This project will have multifold benefits across the government departments and the effect will be felt by citizens. Some of the key benefits are:

- Government will have increased operational, financial efficiency and effectiveness
- City and Community center facilities will have improved connectivity for providing on-line services
- Police department will have high-quality video connections allowing for a greater security and surveillance
- Traffic management will be improved with automated traffic surveillance systems

1.6 Key Provision in relation to the solution design, delivery, installation, commissioning, transfer, integration and operation & maintenance of product and solutions:

The solution approach outlined herein over-rides scope of work as documented in the bid document to the extent of any inconsistency.

Home department, Government of Gujarat is in the process of coming up with a state-wide Surveillance project called SASGUJ (Safe 'n' Secure-Gujarat). TENDERER envisages to use Centralized infrastructure to be procured under the SASGUJ project like video Management System, Video Analytics, eChallan, RLVD and ANPR etc. for functional delivery for the devices (Surveillance related) being set up herein, once the SASGUJ project becomes live. Till such time, as the SASGUJ project becomes live, the TENDERER requires the bidder to deliver functional requirements listed here in

under the scope of work for the surveillance components also as a part of current project. Accordingly, for items such as VMS, Video Analytics, eChallan, RLVD and ANPR on a licensing model, the successful bidder will have to provide functionalities sought for a period of one year. After one year, the services as well as O&M will be secured from under the SASGUJ project and current successful bidder will be responsible for making sure that his end point devices (CCTV cameras, PTZ cameras etc., deployed for surveillance) integrate with the SASGUJ infrastructure. The job of integration will belong to the successful bidder of SASGUJ project. While the successful bidder of current bid will continue to be responsible for solution (Central side infrastructure) and O&M for the Wi Fi end points, Digital displays, sensors and other non-surveillance related infrastructure. Bidder under current RFP is responsible for procuring AMC of all hardware including the one that is proposed to be transferred to the successful bidder of the SASGUJ project.

As mentioned above, bidders will not be responsible for supply, installation and O&M of surveillance related items. However, bidder shall be responsible to provide necessary help, support, API's, information and knowledge transfer of this project with the selected bidder/agency of SASGUJ for to integration with the centralized infrastructure created under the SASGUJ project.

The TENDERER proposes to create infrastructure in two parts: Central side infrastructure and end point infrastructure. Central side infrastructure is being provisioned to be good to last for five years for all operational needs, including for the probability of expansion of end point devices. Accordingly, the central side infrastructure for all non-surveillance components has to be modular. Over the life of the project, the TENDERER will be free to issue another tender for purchase of end points and installation of such. Upon installation, the central side infrastructure should be able to discover, configure and operationalize the end devices so set up. The successful bidder herein, shall be responsible for O&M of such devices to be added in future. The O&M charges for any such additional equipment/devices/hardware/ software component to be deployed at the central site and at the end point locations shall be paid at the pro-rata basis after completion of individual product warranty period. Further successful bidder is required to comply with the overall SLA requirement of contract for any such additional Scope of work.

SECTION: 2

ELIGIBILITY CRITERIA

Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

S/N	Specific Requirements	Documents Required	Lead Bidder	Consortium Member	Any One									
1	Bidder should be registered under the Companies Act 1956 and should be in operation in India for a period of at least 5 years as on tender floating date.	Certificates of incorporation	YES	YES										
2	Bidder should be an established IT / Telecom System Integrator and should have been engaged in setting-up and Operations & Maintenance Services of Network (Active or Passive)/CCTV projects/Command Control Centre / Data Centres/Public Wi-Fi during last five years as on tender floating date.	Work Orders / Client Certificates /Work completion certificate confirming year and area of activity should be enclosed as per format 7 of the tender document.			YES									
3	<p>The bidder must have annual turnover of at least Rs. 150 Crores for each of the last three financial years as on 31st March, 2016.</p> <p><i>Average Annual Turnover of the bidder generated solely from IT/ITES services which includes, but not limited to supply/service for (active and passive) Networking (setting up or O&M) and Data Centre, CCTV surveillance project , Command Control Centre during last three financial years, should be at least Rs. 100 crores.</i></p> <p>NOTE: Consortium (with Max. 2 members) are allowed to submit bids. In case of the consortium, following criteria should be fulfilled by the each of the consortium members:</p> <table border="1" data-bbox="226 1073 1037 1336"> <thead> <tr> <th></th> <th>Lead Bidder</th> <th>Consortium Member</th> </tr> </thead> <tbody> <tr> <td>Annual turnover for each of the last three financial years as on 31st March, 2016.</td> <td>Min Rs. 75.0 Crores each year</td> <td>Min Rs. 75.0 Crores each year</td> </tr> <tr> <td>Average Annual Turnover during last three financial years generated solely from</td> <td>Min Rs. 50.0 Crores</td> <td>Min Rs. 50.0 Crores</td> </tr> </tbody> </table>		Lead Bidder	Consortium Member	Annual turnover for each of the last three financial years as on 31 st March, 2016.	Min Rs. 75.0 Crores each year	Min Rs. 75.0 Crores each year	Average Annual Turnover during last three financial years generated solely from	Min Rs. 50.0 Crores	Min Rs. 50.0 Crores	<p>Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years i.e FY 13-14, FY 14-15, FY 15-16 should be enclosed.</p> <p>CA certificate mentioning turnover of the bidder should be enclosed as per format 6 of the tender document.</p>			YES
	Lead Bidder	Consortium Member												
Annual turnover for each of the last three financial years as on 31 st March, 2016.	Min Rs. 75.0 Crores each year	Min Rs. 75.0 Crores each year												
Average Annual Turnover during last three financial years generated solely from	Min Rs. 50.0 Crores	Min Rs. 50.0 Crores												

	<i>IT/ITES services as above mentioned</i>					
4	The bidder must have positive net worth*and should be Profit making in each of the last three financial years as on 31 st March, 2016.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years i.e FY 13-14, FY 14-15, FY 15-16 should be enclosed. CA certificate mentioning Net worth & profit making of the bidder should be enclosed as per format 6 of the tender document.	YES	YES		
5	The bidder should have demonstrable expertise and experience in executing at least ONE project of <i>CCTV surveillance with Command Control Centre</i> during last five years reckoned from tender floating date, having a minimum value of Rs. 25 crores or TWO projects having a minimum value of Rs. 15 crores each. In case of ongoing project, bidder to demonstrate that the work completed as on tender floating date should meet the executed value criteria mentioned above.	Details of such projects undertaken along with Work Order copy and clients' completion/progress certificate should be enclosed as per format 7 of the tender document.				YES
6	Bidder along with OEMs of Major items (like CCTV Camera of all types, VMS, Video Analytics, Servers, Storages, Load balancer, Wifi with accessories, LED Display boards, Video wall etc.) should not be blacklisted by any Ministry under Government of India or by Government of any other State in India or by Government of Gujarat or any of the Government PSUs as on tender floating date.	Certificate / affidavit mentioning that the Bidder is not blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs. Self-Declaration Form must be submitted as per format 4 of the tender document				YES
7	OEMs of proposed equipment/components should have their own registered office in India as per the prevalent/ applicable laws of India and be in operation in India for last five years as on 31 st Mar 2016. Registered offices by way of Joint ventures, Franchise, agency,	Undertaking from OEM confirming the compliance along with Gartner magic quadrant report copy .				

	<p>distribution partners will not be considered.</p> <p>a.) OEMs for networking devices at aggregation layer and data center layer should be one of the leaders OR Challengers from the latest GARTNER list of companies for data center networking.</p> <p>b.) OEM for other networking equipment's should be in the top Five positions in terms of market share in India as per latest available IDC report/ latest Gartner magic Quadrant.</p> <p>c.) OEM for storage and servers should be one of the leaders OR Challengers from the latest GARTNER list of companies for storage.</p>				
8	<p>The proposed camera OEM should have following:</p> <p>(i) Direct presence in India more than 5 years as on bid submission date (not as joint venture, partnership firms or through any other association)</p> <p>(ii) Own RMA set up in India</p>	<p>Camera OEM should submit a declaration letter confirming the same along with</p> <p>(i) OEM's TIN no to be given as address proof.</p> <p>(ii) OEM's Service tax no to be given as proof.</p>			
9	<p>The bidder should have Office in Gujarat OR</p> <p>The bidder should give undertaking for setting up Gujarat office in 45 days from the award of Work Order.</p>	<p>Copies of any two of the followings: Property Tax / Electricity / VAT/ CST/Telephone Bill / Registration /Lease agreement.</p> <p>OR</p> <p>Undertaking to open Office in Gujarat</p>			YES
10	<p>A letter of authority from the OEM / principals to provide support and product warranty services for offered products for following items must be enclosed.</p> <ol style="list-style-type: none"> 1. Camera (Individual 360° camera / 180° camera / PTZ / Surveillance / ANPR / RLVD) 2. VMS (Hardware & Software) 	<p>The Letter of Authority (Manufacturer Authorization Form-MAF) from the respective principals / OEMs authorizing System Integrator to supply, installation, testing, commissioning & maintenance support must be enclosed along with the technical bid &</p>			

	<ol style="list-style-type: none"> 3. Video Analytics 4. Active Networking 5. IOT Sensors 6. Wi-Fi access point 7. Display units 8. Servers 9. Storage 10. UTM 11. SAN Switch 12. NMS 13. Command control centre equipments 	<p>without which the bid shall not be considered. OEM must ensure & confirm for minimum 5 years product support from the date of completion of the project and handing over to user for operation. Please refer MAF form format as per Annexure E in the RFP Undertaking of OEM for ONVIF support of VMS.</p>			
11	<p>In the event of a consortium - maximum two consortium members (including lead bidder) are allowed.</p> <p>All the members have to define their distinct roles and responsibilities as per format given in the Section 17 of RFP.</p> <p>Note: Both the Members of the Consortium are jointly and severally responsible and liable for successful completion of the Project.</p>	<p>Original Power of Attorney should be submitted in order to support their authorization to sign the document. The original power of attorney should be submitted on a stamp paper of Rs. 100/- (Rupees Hundred Only).</p>			

* = "Net Worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation and share application money.

Note:

- (i) The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- (ii) The bidder should submit authorization certificate of Original Equipment Manufacturer (OEM) (or multiple OEMs) specific to the bid.

The bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the OEMs of products like Networking devices, Storage, UTM, NMS, Servers, Digital panel/board etc. which includes the post-sales support activities for the entire project period.

- (iii) All the proposed equipment should not be declared “End-of-Support” by the OEMs for next 7 years and should not be declared “End-of-life” for next two years from the date of bid submission.
- (iv) The MAF is required for Routers, Switches, UTM, SAN, SAN Switch, NMS, Servers etc. being supplied

SECTION: 3

SCOPE OF WORK

Section- 3: SCOPE OF WORK

Rajkot Municipal Corporation (RMC) seeks proposal from the interested bidder for the ***“RFP for selection of Implementation Agency for Supply, Installation, Commissioning, Operation & Maintenance of City-wide Surveillance and Wi-Fi Infrastructure at Rajkot City, Gujarat”***. RMC wishes to create a pan city infrastructure for effective and efficient implementation of Rajkot Smart city project. It is envisaged to implement various smart solutions like Smart surveillance system, smart traffic management system, Public Wi-Fi hotspots, LED/Digital Display panel/boards etc.

Home department, Government of Gujarat is in the process of coming up with a state-wide Surveillance project called SASGUJ (Safe ‘n’ Secure-Gujarat). TENDERER envisages to use Centralized infrastructure to be procured under the SASGUJ project like video Management System, Video Analytics, eChallan, RLVD & ANPR etc. for functional delivery for the devices (Surveillance related) being set up herein, once the SASGUJ project becomes live. Till such time, as the SASGUJ project becomes live, the TENDERER requires the bidder to deliver functional requirements listed here in under the scope of work for the surveillance components also as a part of current project. Accordingly, for items such as VMS, Video Analytics, eChallan, RLVD and ANPR on a licensing model, the successful bidder will have to provide functionalities sought for a period of one year. After one year, the services as well as O&M will be secured from under the SASGUJ project and current successful bidder will be responsible for making sure that his end point devices (CCTV cameras, PTZ cameras etc., deployed for surveillance) integrate with the SASGUJ infrastructure. The job of integration will belong to the successful bidder of SASGUJ project. While the successful bidder of current bid will continue to be responsible for solution (Central side infrastructure) and O&M for the Wi Fi end points, Digital displays, sensors and other non-surveillance related infrastructure. Bidder under current RFP is responsible for procuring AMC of all hardware including the one that is proposed to be transferred to the successful bidder of the SASGUJ project.

As mentioned above, bidders will not be responsible for supply, installation and O&M of surveillance related items. However, bidder shall be responsible to provide necessary help, support, API's, information and knowledge transfer of this project with the selected bidder/agency of SASGUJ for to integration with the centralized infrastructure created under the SASGUJ project.

The TENDERER proposes to create infrastructure in two parts: Central side infrastructure and end point infrastructure. Central side infrastructure is being provisioned to be good to last for five years for all operational needs, including for the probability of expansion of end point devices. Accordingly, the central side infrastructure for all non-surveillance components has to be modular. Over the life of the project, the TENDERER will be free to issue another tender for purchase of end points and installation of such. Upon installation, the central side infrastructure should be able to discover, configure and operationalize the end devices so set up. The successful bidder herein, shall be responsible for O&M of such devices to be added in future. The O&M charges for any such additional equipment/devices/hardware/ software component to be deployed at the central site and at the end point locations shall be paid at the pro-rata basis after completion of individual product warranty period. Further successful bidder is required to comply with the overall SLA requirement of contract for any such additional Scope of work.

Subject to above approach for the procurement, installation, commissioning, transfer, O&M of all applications, devices and solutions, scope of work under this RFP is broadly divided into two components:

- i.) System Integration Component: Design, Supply, Installation, Commissioning of IT and Non-IT Infrastructure to be deployed across the city under the Rajkot Smart City project.
- ii.) Operations & Maintenance Component: Operation and Maintenance of entire infrastructure (IT and Non-IT) installed as per the scope of work of this RFP.

3.1 System Integration Component:

The bidder is responsible for Design, supply, installation, commissioning of various smart solution components. In order to effectively describes the scope of work under the system integration component it is further divided into following sub-components:

- Smart City Surveillance System (SCSS)
- Wi-Fi Hotspot @ Public places
- LED Display Board/Screen
- IOT Sensors
- IT infrastructure for City wide network

3.1.1 General Obligation under the System Integration

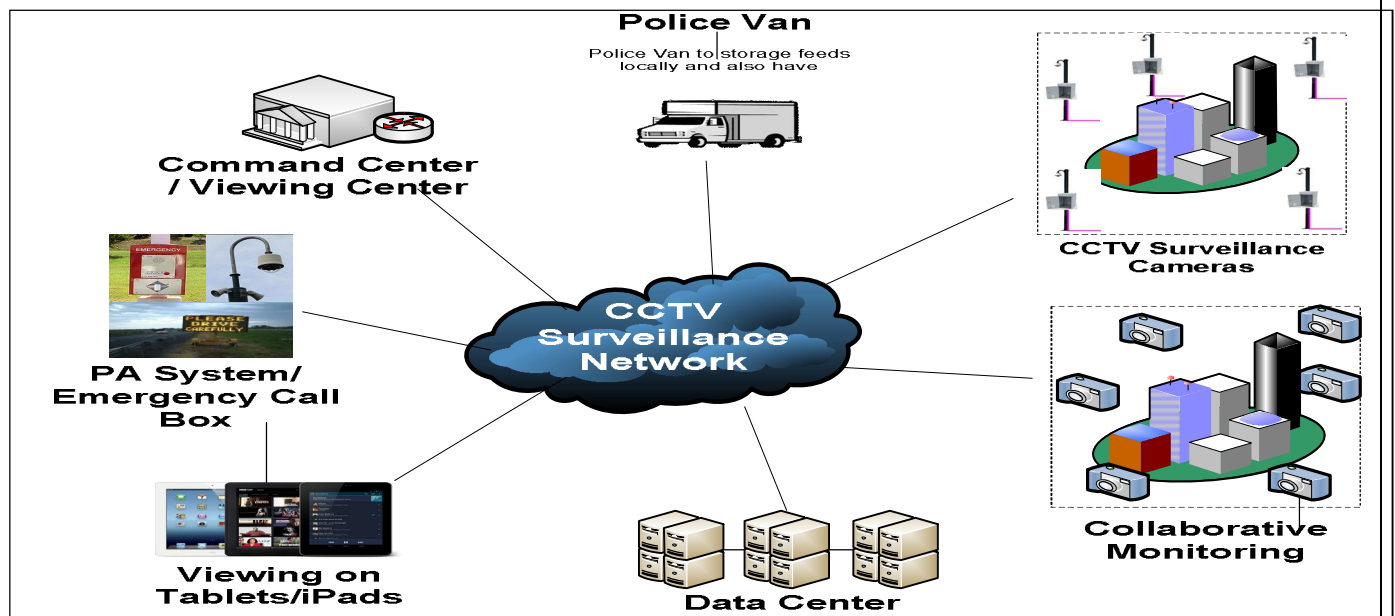
Selected Bidder is responsible for below mentioned indicative list of activities applicable for all the components/sub-components of the project but not limited to: -

- a) Design, supply, installation, testing, commissioning of all the hardware (IT & Non-IT) and software inclusive of cables and all applicable accessories required for the successful completion of the entire projects as per the scope of work and technical specification of the RFP at the respective locations.
- b) Bidder is responsible for supply, installation, commissioning and O&M of all the required hardware (like Junction box, switch, UPS, Last mile cabling, earthing, accessories, Civil work for Pole/Gantry/frames/fixtures/housing, Sign Boards) at junctions/locations for installation of CCTV camera, Wi-Fi Access points, Digital Display and Sensors on EPC basis. Bidder is also required to implement as per best/standard practice in last mile cabling with end to end proper tagging of cable etc.
- c) Obtaining the required permissions from the authorities/local bodies. However, TENDERER will provide adequate assistance/support as and when required.
- d) Bidder has to ensure that on completion of work, site has to be restored to its original condition as per rules /provisions of respective local bodies/authorities.
- e) Integration of entire solutions with the various smart city components/applications/solutions for achievement of overall objective of Rajkot smart city project, in future.
- f) Bidder is responsible for providing required software application like Video Management System (VMS), Automatic Number Plate Recognition (ANPR), Red Light Violation Detection (RLVD), E-challan system on a yearly subscription basis inclusive of all the required hardware for successfully running the system as per the scope of work & technical specification of the RFP.
- g) Bidder has to provide all the required hardware/software/services which may have been inadvertently missed out to run the entire system successfully.
- h) **OEM Support:**

- 1) The bidder should submit authorization certificate of single Original Equipment Manufacturer (OEM) for each item as per format attached in **Format E**. The bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the OEMs of products like Networking devices, Servers, CCTV cameras, Digital panel/board etc. which includes the post-sales support activities for the entire project period.
- 2) In case, the bidder proposes more than one OEM, then bidder shall furnish Undertaking confirming compliance to technical specifications and complete functional requirements as stated in the bid document, interoperability and performance guarantee for the complete solution, comprising of overall proposed solutions taking complete ownership and responsibility of the complete solution and all equipment proposed from multiple OEMs.
 - i) Required **IP Pool** for the project will be provided by the TENDERER.
 - j) Actual power/electricity required will be provided by TENDERER. However, extension till the last mile/actual utility will be in the scope of successful bidder.
 - k) **RoW (Right of Way)** permission, as required for the digging and laying of underground cables and foundations shall be provided by TENDERER. The bidder will be allowed to lay maximum of 250 Meters of electrical cables from the nearest source of electricity. Similarly, the bidder will be allowed to lay maximum of 250 Meters of data cables from nearby junction points.
 - l) Bidder will be responsible for integration of the infrastructure that is part of scope of this tender with the existing applications with govt of Gujarat such as e-Gujcop, Vahan, Sarathi, e-governance application of RMC to allow business processing for following functions where in the applications mentioned above will be the data sources, along with the end devices being planned in this RFP to create business processes for following functionalities:
 - Generation of challans for violation of traffic rules
 - Smart Parking (Not in the scope of RFP)
 - Sensors based applications
 - Other Smart City functionality leveraging Infrastructure of this bid

3.1.2 **Smart City Surveillance System(SCSS)**

- a) TENDERER plans to build a Safe and secure City Surveillance System by setting up city-wide CCTV surveillance infrastructure. A robust city wide surveillance system will enable the TENDERER and Police Department to keep a watch on sensitive areas of the city through a centrally integrated operations and monitoring on one application layer. Further, this infrastructure will provide advanced level of digital security and surveillance system.
- b) Implementation of CCTV surveillance system covering entire city with focus on state of art security system covering major traffic junctions, municipal parks, tourist places and key gathering places through the Video Camera feeds at the Command and Control Centre.



****Feed/Message to Police Van is optional**

- c) Bidder is responsible for Design, supply, installation, testing, commissioning of entire city surveillance system including of all the components like cameras, video management system as per the technical specification and scope of work of this RFP during the contract duration.
- d) It is envisaged that the City Surveillance System should be an IP based system installed at selected locations for smart traffic management system and citizen safety via surveillance.
- e) Detailed list of location along with the required nos., category and type of cameras is mentioned in Annexure-A. However, while preparing detailed implementation plan and doing site survey activity bidder is required to include type and quantities of camera required at each location.
- f) The proposed video surveillance system will involve setting up of IP based outdoor security cameras across various locations in the Rajkot City. The video surveillance data from various cameras deployed will be stored and monitored at Command control centers and viewed at Viewing center at Municipal Corporation, Rajkot.
- g) **Bidder is responsible for setting up and O&M of the Control Center for CP, Rajkot and viewing center for the Municipal Corporation office.**
- h) Proposed solution should allow receiving collaborative videos from different locations (airport, railway stations, roadways, temples, malls, metro stations, fair, festivals etc.) and to display the selected videos on videowall and store them, if required.
- i) Further if RMC comes up with setting up of Smart City Infrastructure in the future, it shall be the bidders responsibility to help, support and share necessary API's, Information and Knowledge with the selected agency of that project for integration of the smart city features.
- j) Bidder is also responsible for integration of existing CCTV cameras installed in the city by TENDERER /Home department.
- k) The bidder has to ensure the below mentioned outcomes from the surveillance perspective that the below mentioned requirements are met at all times:

l)

S/N	Description	DAY		NIGHT	
		Identification of No. Plate	Identification of Face	Identification of No. Plate	Identification of Face
1.	Live Video	Required	Required	Required	Required
2.	Recorded Video (On digital Zoom)	Required	Required	Required	Required
3.	Live video - (Zoom in/out)	Required	Required	Required	Required
4.	Recorded Video Zoom in-Out using Digital Zoom	Required	Required	Required	Required

m) IP Cameras:

- i.) Cameras being the core of the entire Surveillance system, it is important that their selection is carefully done to ensure suitability & accuracy of the information captured on the field and is rugged, durable & compact.
 - ii.) These cameras need to work on 24 X 7 X 365 basis during all weather conditions and transmit video feeds to the data center and should be capable to capture the video feeds at a lower FPS during the lean period. However, Police Department may take the regular review of the requirements for video resolution, FPS and may change these numbers to suit certain specific requirements (for example, there could be a situation when certain cameras are required to be viewed at higher FPS for specific period.
 - iii.) The cameras proposed under the project should ensure the use of bit rates and compression techniques such that the bandwidth utilization for the video stream transmission is optimized.
 - iv.) The cameras will have functionality to zoom in and pan out on a specific predefined field in its viewing area, detect and track motion etc.
 - v.) Positioning of Cameras should be such that it covers the entire road/lane available at the respective locations.
 - vi.) Cameras should be installed on proper pole/Gantry at the locations finalized by the TENDERER. However, there are locations in the city where poles/gantry are already installed/available. It is envisaged that selected bidder should cover the exact availability and requirement of setting up of new poles/gantry in their detailed implementation plan and site survey report.
 - vii.) Proper safeguarding of camera will be bidders responsibility.
- n) Apart from the above the bidder need to ensure compliance of the project with Government of India IT security guidelines including provisions of:
- The Information Technology Act, 2000" and amendments thereof and Guidelines and advisories for information security published by Cert-In/MeitY (GoI) issued till the date of publishing of tender notice. Periodic changes in these guidelines during project duration need to be complied with.
- o) Proposed solution of smart city surveillance including Fixed cameras, network based digital recording system and the centralized software should be from reputed and approved manufacturer which can be integrated to any other manufacturer having ONVIF supported

hardware and VMS software. The bidder should submit the OEM Authorization for the same along with the technical bid.

- p) The proposed Video Management System shall provide a complete end-to-end solution for security surveillance application. The control center shall allow an operator to view live / recorded video from any camera on the IP Network.
- q) The Surveillance System should not have any limit on the number of cameras to be connected for Surveillance, Monitoring and recording.
- r) The Surveillance System shall support distributed viewing of any camera in the system using Video walls or big screen displays.
- s) The VMS should support viewing of multiple cameras in one screen or viewing of one camera feed on one screen based on user selection. Multiple camera views will support 2*2, 3*3, 4*4, 5*5, 6*6, or alternatively 3*2, 4*3, 5*4, 6*5, 7*6, 8*6 camera feeds on the same screen. On a video wall, it would be possible to show up to 500 cameras/area based (User defined) feeds on to the wall at the same time, auto sequencing to bring all feeds and then to pan in and zoon on one or more cameras simultaneously on the video wall.
- t) The Surveillance System shall support alarm management. The alarm management shall allow for the continuous monitoring of the operational status and event-triggered alarms from system servers, cameras and other external devices.
- u) It should be possible to integrate the Surveillance System with 3rd-party software, to enable the users to develop customized applications for enhancing the use of video surveillance solution. For e.g., integrating alarm management to initiate SMS, E-Mail, VoIP call etc.
- v) The bidder should also confirm that the proposed solution will integrate with any supported hardware and software relevant to this solution without any interfacing problems.

3.1.3 Red Light Violation Detection System:

- i) The RLVD system should use the Video/Image processing techniques to identify the red-light violations.
- ii) The RLVD system Including ANPR capabilities should be integrated with the various application and Databases like e-GujCop, VAHAN, and e-Challan application (to be developed under this project) etc. such that e-Challans can be generated by the system through an automated process.
- iii) The RLVD system and related videos as well as the surveillance video feed should go to the CCC, wherein the Red-Light violation and its Number plate detection shall take place in real time.
- iv) The system should be capable of identifying & capturing of vehicles traveling through a signalized intersection during the 'red' signal phase during 24x7 (both day and Night) and recording a series of violation images that track the whole violation event.
- v) The system should be able to capture the image of the violating Vehicle along with the active Red Light (to be clearly visible in colour RED), as a proof of the violation.
- vi) The system should be able to perform OCR (optical character recognition) of number plates (Read and Detect) written in English, Hindi, Gujarati with character in standard or non-standard fonts, unusual characteristics like Different size characters, font, colors, special characters etc.

- vii The system should be able to do simultaneous monitoring of multiple lanes and should be able to identify multiple Red Light Violations simultaneously within the same lane/ Road.
- viii The RLVD system has to be integrated with the Red Light Signaling System controlled and should be able to sense the Red-light signal and identify violators based on it.
- ix 'Scene' images will be captured the red signal in the direction of vehicle's travel.
- x The System should be able to identify and log Red Light Violations with minimum accuracy of 90%
- xi The System should be able to read and identify the Registration plate of the vehicle violating the Red Light through the ANPR system.
- xii The system should be able to capture and provide Video Feed from the RLVD application (Server side) for a duration for which the RED Signal is active for that section of the Road.
- xiii System should also build in smart algorithm for identification of the defaulter for other types of challaning such as without Helmet, without seat belt, with 50% accuracy in first year of operation which is to increase by 10% every year etc.
- xiv The system should be able to generate various MIS reports like vehicle(s) made rule violations, Vehicle details, violation type along with date and time stamp, week / Month / Year wise reports.

3.1.4 Automatic Number Plate Recognition (ANPR) System: -

- I. The proposed ANPR System shall enable monitoring of vehicle flow. The system shall support real-time detection of vehicles, reading of its number plate and conversion of the same into alphanumeric text.
- II. The proposed system should be able to generate an auto alarms /alerts based on the vehicles status and category as specified by the database.
- III. The proposed ANPR system has to be integrated with various Applications/ Databases of the e-GujCop application of the Police department, e- challan etc. for verification/checking and fetching the required vehicle information.
- IV. The proposed system should be able to store the image of vehicle, number plate and also able to create a record of vehicle no., Date & time stamp, locations etc. in DBMS.
- V. The proposed ANPR system and related videos as well as the surveillance video feed should go to the command and control rooms whereas the processing and recording of the video footage of ANPR shall take place at intersection itself.
- VI. The proposed System should be able to detect and recognize the English alphanumeric License plate in standard fonts and formats of all the vehicles.
- VII. The proposed system should be capable to perform OCR (optical character recognition) of number plates (Detect and Read) written in English, Hindi and Gujarati language with character in standard or non-standard fonts, unusual characteristics like different size characters, font, colors, special characters etc.
- VIII. The Accuracy of ANPR system should be more than 90% in case of standard English Alphanumeric Font and High Security Registration plates and 75% for Hindi Devnagari and Gujarati scripts, the system should be able to capture the Registration Plate of a vehicle moving at a speed of up to 120 Km/hour with the same level of accuracy.
- IX. The system database should allow to advance search the database with different set of criteria while conducting post incident analysis/investigations.


- X. The proposed system should be able to generate various MIS reports like vehicle flow, detected vehicle category wise reports and customized reports suggested by RMC/Police time to time during contract period .
- XI. The system should be able to plot the camera locations on to the city map (open source digital Map / the Maps provided by TENDERER, bhulekh map etc.) in case of any stolen/suspected/wanted/Hot listed vehicle has been identified by the ANPR system at any or multi camera locations, such that the pictorial view of the data on the map along with the date and time stamp of the event shall give meaningful insight to the alert generated and the monitoring of the same can be done in a better way.

3.1.5 e-Challan System: -

- I. The successful bidder is required to provide a “e- Challan system/solution” on yearly subscription basis being developed based on the laws/rules of Motor Vehicle Act of central/state government.
- II. Successful bidder is responsible for end-to-end supply, implementation, testing, commissioning and maintenance of entire e-Challan system.
- III. e-Challan system should be able to automatically generate e-challan based on the laws/rules of Motor Vehicle Act of central/state government for the violations detected by the surveillance system. It should also have a provision/interface for manual e- challan generation for violations captured through video feeds and field level. Should the government makes changes in laws pertaining to traffic management during the subscription period, the bidder will have to carry out such changes without any additional cost.
- IV. It should be integrated with the all the required databases/systems for auto generation of e-Challan like RTO system, VMS system and other required resources.
- V. The system should be able to generate MIS reports based on the type/ Date /time/Location of offences and customized reports suggested by RMC/Police time to time during contract period as may be required for the day to day activity.
- VI. The bidder has to provide sufficient number of multifunctional printers so that challan can be printed automatically.
- VII. All the required Consumable and manpower related to the printing of Challans generated will be in scope of bidder.
- VIII. Bidder has to assume that approximately on monthly basis total 50,000 to 100,000 challans will be generated based on the violation.

a) **Signboards for CCTV camera locations:**

- 3.1.5.a.1 It is necessary that the CCTV Camera locations should have some standardized signs informing the public of the existence of CCTV cameras. This will bring about the transparency on installation of CCTV cameras and no one would be able to later complaint for the breach of privacy. Following tables give sample specifications for the signage to be put at the camera locations, **however bidder is required to redesign the signboards based on the actual requirement of the locations/junctions**

#	Item	Specifications
1	Size	Board Width = 12" / 12"
2	Plate Material	Corrosion resistant Aluminum Alloy as per IRC 67:2001 (Code of Practice for Road signs)
3	Plate Thickness	Minimum 1.5 mm
4	Retro-Reflective sheeting for sign-plate	Weather-resistant, having color fastness
6	Mounting	Can be mounted on wall or pole (appropriate mounting brackets to be provided)
7	Design	As per following signage diagrams:
		

3.1.6 Wi-Fi Hotspot at Public places

TENDERER aims at providing internet facility at public places to its citizens via setting up of Wi-Fi hotspots at the public places like BRTS corridor, RMC bus stations, Parks and Gardens, Tourist Places spread across the city.

- a) The Bidder is responsible for setting up of Wi-Fi Hotspot including supply installation and O&M of all the required hardware and software as per the technical specification and scope of work of the RFP.
- b) Detailed list of locations along with the no. of Access points to be deployed at each location is mentioned in **Annexure B**.
- c) It system should support features such as user authentication, access etc. through OTP (One Time Password) on mobile no. It should be capable to put a cap on the user session and amount of data consumed, regulate bandwidth besides allowing users to buy in the extras usage access. Thereby it shall be required to be integrated with a Payment and SMS Gateway along with a centralized billing mechanism. The proposed solution should have an appropriate billing application/mechanism for the users opting for paid packages plan beyond threshold limit.
- d) The proposed solution should be inclusive of all the components like WLAN Controller, Authentication, Authorization and Accounting (AAA), RADIUS, SMS Gateway, Payment Gateway, customization and branding of services, integration with any third-party services as and when required).
- e) The proposed solution should be fully secured and as per WPC regulations/guidelines. Bidder is responsible for keeping log of users by storing minimum required information like Phone No, MAC & IP addresses, access time, duration, data consumed, however the successful bidder will have to provide the required hardware to keep such logs and forward the same to the ISP selected by the TENDERER for keeping a track of the URL Visited, Sites accessed by the end users to meet all the Regulatory and Legal guidelines issued by Department of Telecommunications/TRAI from time to time.

- f) Bidder will have to follow all the TRAI/WPC/DOT guidelines for security and routine compliances time to time, where ever required TENDERER will support for documentation.
- g) The bidder is required to submit a confirmation letter confirming that proposed Wi-Fi controller will allow/support Access Point of any make and model and will be able to auto detect and plug-n-play of Access points, else the successful bidder will have to rewrite and add firmware to the Access Points and make it compatible to its controller
- h) Bidder must note that the TENDERER may procure additional APs in future of any make and model from open tender process and it will be the responsibility of the current successful bidder to integrate such with current controller and WI-FI management of the network and run such AP's.
- i) Successful bidder will be responsible for O&M of additional Wi-Fi APs to be set up in future and after completion of warranty will be paid as per AMC rates on Pro-Rata basis. Future agency will work under supervision of this successful bidder and the current bidder will approve the FAT for the newly added AP's.
- j) The proposed solution should allow firmware/ patch upgrade and monitoring from a central location.

3.1.7 **LED Display Boards/Screen:**

TENDERER plans to implement Digital board (LED) across the city, by converting existing static boards with digital boards and identifying various new vicinities in the city where with the help of putting digital boards TENDERER will be able to create a vibrant night life view.

- a) Implementation of digital boards will generate a multifold revenue simultaneously it will also use in disseminating various key public information. These boards can be used for display of various information/data collected through IOT sensors like environmental sensor, parking sensors installed across the city.
- b) The bidder is responsible for design, supply, installation, commission and O&M of required Hardware (outdoor Digital board/ LED Screen(s), Servers, etc.) and central software like Digital Media Manager, Digital Media Player and other software required for successful implementation of the system as per the scope of work and technical specification of the RFP.
- c) The system should be capable to display warnings, traffic advice, route guidance and emergency messages to motorists/Citizens from the Traffic/Command & Control Center in real time.
- d) The Display board Media Manager at the CCC should be able to communicate with the remote controller through the network. It should send out command data to the display board controller and to confirm normal operation of the board. In return, the display Board media manager should receive status data from the Display board controller.
- e) The required sizes and list of locations is mentioned in **Annexure-C**.
- f) The bidder is required to bring all the necessary tools and tackles required for the installation and commissioning of digital boards.
- g) Bidder will have to do necessary electrical earthing with adherence to the required standard like IS-3043, wherever required.
- h) The bidder shall ensure that the proposed digital boards/LED screens should provide best quality of resolution with clear visuals without effected from Day light & Night vision and

should work in all weather conditions. **The LED shall come with 5 LED per pixel and 12 mm full color resolution.**

- i) **Management of LED will be on area basis and it will be operated primarily from CCC and RMC , where message, traffic advice, route guidance and emergency message will get priority in display. Here RMC and CCC will have super admin rights while end user (Area wise advertisers) will have normal admin rights.**

3.1.8 **Smart Sensors(IOT based):**

Smart environment sensors will gather data about pollution, temperature, rains, and levels of gases in the city (pollution), air quality, water quality and any other events on a daily basis. It is for information of citizens and administration to further take appropriate actions during the daily course / cause of any event. RMC AND RAJKOT CITY POLICE is looking at implementation of various categories of smart sensors for effective monitoring and management of the city utilities.

- a) Bidder is responsible for design, supply, installation, commissioning and O&M of Hardware and software required as per the scope of work and technical specification of the RFP.
- b) Various environment sensors shall sense the prevailing environment conditions and send the data to the integrated control system where real time data resides and the same shall be made available to various other departments and applications for decision making.
- c) The list of locations will be shared with the successful bidder. However, the final list of location may vary based on the feasibility study report done by bidder.
- d) Sensors should be installed in proper weather proof housing without affecting its working condition.
- e) Sensors should have a real time automatic data transmission mechanism at various locations like command and control center, digital boards.
- f) RMC AND RAJKOT CITY POLICE is planning to install Followings categories of sensors: -

➤ **Smart Environmental Sensors**

1. Bidder is responsible for supply, installation, commissioning and O&M of following types of Environmental sensors:
 - Air quality
 - Temperature and
 - Humidity levels
2. The sensors should be able to provide dual feed, one for local display and one for centralized command and control center
3. Proposed solution should allow to store the data from sensors in a hard disk or computer placed at command and control center or central location.

3.1.9 **Video Wall**

- a) A state of the art LED video wall facility should be installed at CCC and viewing center at Municipal corporation office. Followings are the functional requirement of video wall: -
- b) The video wall shall use multi-monitor (e.g. different monitor can display different input source) and split screen (e.g., several intersections can be displayed on one monitor) display technology to provide the flexibility to accept audio and video inputs Camera system, TV signal, recorded video, and Laptop computer.

- c) Should have provision for live monitoring and control of various modules of the ITS including dashboard of the surveillance, Traffic management applications and the Wi-Fi services.
- d) The system at CCC shall provide the capability for multiple web-based display consoles to configure, manage, display, and control various components of ITS solution for administrative and operations purpose.
- e) All applications that are part of ITMS should be accessible from the CCC. The Work Stations will be web-enabled, provide for appropriate User Access (Role based, read only/ Read write) and other security controls.

3.1.10 **Storage/Recording Requirements:**

- a) The storage solution should be modular enough to ensure compliance to the changes in storage/recording policy, to be evolved upon initial deployment of the system.
- b) The storage solution should be scalable enough to store recording up to 3000 Cameras as mentioned below.
- c) The video feeds would be kept in two storage formats i.e. primary for 15 days and secondary for 30 days. After 30 days, the video feeds would be overwritten unless it is flagged or marked by the Police/appropriate authority for investigation or any other purpose. The video feeds of all relevant cameras capturing the incident in question would be stored until the Police/appropriate authority deem it good for deletion. Further, incidents that are flagged by the Police or any court order, the video of the relevant portion from all relevant cameras should be stored/archived separately for investigation purposes.
- d) Regardless of the above, the image of the License plate extracted by ANPR software, along with the timestamp and location of the image capture will stored for a period of 3 months.
- e) Full audit trail of reports to be maintained for 90 days.
- f) Every CCTV feed should be retrievable using IP of camera, based on geo-location. The storage should be configured in such a way that in future when the state government creates a state-wide CCTV surveillance project the feeds of these CCTV cameras should be able to be pulled in from the VMS of other state wide solution. This would require virtualized storage coupling with the new surveillance infrastructure that will be created.
- g) Retrieval time for any data /Video Feed should be max. 1 hour.
- h) The Recording Servers / System, once configured, shall run independently of the Video Management system and continue to operate in the event that the Management system is off-line.
- i) The system shall support storage of H.264/H.265, MJPEG or better compression formats for all IP cameras connected to the system.
- j) The system should not limit amount of storage to be allocated for each connected device. The on-line storage capability shall be transparent and allow Clients to browse and access recordings without the need to restore the video to a local hard drive for access.
- k) Storage should be modular and should have expansion capacity upto 1.5 times of proposed storage capacity.

3.1.11 **Operator Console and CCC Infrastructure:**

- a) Bidder is also responsible for supply, installation and O&M of Desktops, workstation for smooth operations of CCC & viewing center at Municipal Corporation office. Following are the minimum indicative list of items; However, the bidder will have to provide any other item inadvertently missed out:

- The Bidder for the purpose of the setup of the CCC will have to design, Build, Install and maintain the Physical infrastructure equivalent or better to the state of the art CCC. The design of CCC should be approved by RMC/Rajkot City Police and there will be no financial implication on TENDERER. Plan and layout of proposed CCC at CP office is attached as Annexure.
- Workstations, Power cable extension, Air conditioning, storage unit, adjustable monitor mounting arrangements, Power backup, lighting arrangement, network connections including patch cable. I/O boxes etc. for smooth Operations at the CCC.
- The bidder will have to make a careful assessment in terms of structure design, ergonomics, positioning according to the Video Wall etc. and propose other necessary items to be supplied under the CCC setup.
- Each operator shall be provided with one workstation with three monitors for surveillance along with one intercom line.

3.1.12 **IT & Non-IT Infrastructure for City wide network**

- a) A city-wide IT infrastructure is the core backbone of any pan city/ smart city project. Looking at the volume and size of the project TENDERER envisaged to implement pan city IT infrastructure.
- b) Bidder is responsible for design, supply, installation, configure, testing, commissioning, integrate (wherever required) and operation & maintenance of all the systems (Hardware-active & passive; Software) as per the scope of work and technical specification of the RFP.
- c) Carry out installation of active and passive components and accessories supplied as per standards for successful integration and implementation of the systems at each site connected under this RFP.
- d) Configuring and fine-tuning of subsystems to achieve overall optimal network performance and highest security.
- e) Bidder should have proposed a comprehensive solution for city wide IT infrastructure. However, below are indicative/minimum (but not limited to) list of components bidder is required provide as a part of entire solution: -
 - IT hardware, Wi-Fi Access Points, Surveillance Camera & System, LED Display Boards, Storage, Desktop, Workstations, EPC Components etc..
- f) The bidder shall depute adequate skilled resources to ensure that the implementation and commissioning activities are carried out on schedule.
- g) The bidder shall submit a detailed test plan and test cases for each solution, that will be used to carry out the UAT (user acceptance test) and FAT (final acceptance test)
- h) As part of the project completion documentation, the bidder shall submit the documentation, which should at least contain: -
 - As-implemented configurations
 - As-implemented architecture and topology diagrams
- i) Standard operating procedures for administration of the installed devices.
- j) Bidder needs to design System architecture using industry best practices & obtain client approval.
- k) Bidder should ensure availability of all the patches and updates released by OEM of the product during the contract durations.

- l) Electrical cabling from the input source and up to the equipment to be kept at each location, rack etc. as the case may be, shall be the responsibility of bidder.

3.1.13 Implementation Timelines

S/N	Deliverables	Timeline
1.	Submission of performance Bank Guarantee	Within 15 calendar Days from date of issuance of LOI
2.	Signing of contract agreement	Within 7 calendar Days from date of Submission of performance Bank Guarantee
3.	Issuance of Work Order	Within 7 calendar Days from date of contract agreement
4.	Delivery of the IT and Non-IT Equipment for central Infrastructure for CCC, data Center (hardware /software) at a central location	Within 45 calendar days from the date of issuance of the Work Order
5.	Delivery of Site Infrastructure like Access Points, Cameras, Switches, LED Display Screens, Junction Boxes, UPS etc. at central location	1st Lot: 50% of the Work order – within 45 days** 2nd Lot: Remaining 50% of the Work order -within 90 days** **from the date of issuance of work order in Calendar Days
6.	Installation and Commissioning and FAT of entire project solution	Within 120 calendar days from the date of issuance of Work order
7.	Warranty Period	36 months from the date of Go-live
8.	Comprehensive AMC	24 months from the date of completion of Warranty period

RMC proposed to implement the projects in 2 phases as below:

Phases	Scope of Work Covered
Phase-1	1. Complete CCC Infrastructure 2. End-point Infrastructure based on the availability of Network Connectivity/Criticality/Priority of the RMC
Phase-2	Balance end-point infrastructure

RMC shall place separate work order for Phase-2 work within 365 days from date of execution of the contract agreement.

Timelines for Phase-2 shall start as and when the work order for 2nd Phase has been issued. Successful bidder needs to complete the phase-2 of the project within time lines mentioned at Sr. no: 5 to sr. no 8.

3.1.14 **Roles and Responsibilities**

S/N	Stakeholders	Roles and Responsibilities
1	Successful Bidder	<ul style="list-style-type: none"> Supply, Installation & Commissioning of the ordered Items and Infrastructures as per Scope of Work The electrical & data cabling in the CCC. Development of test cases for UAT & FAT Operation & maintenance for the contract duration Obtain required clearances/ approvals from appropriate authorities Adherence to the regulatory requirements SLA compliance
2	TENDERER	<ul style="list-style-type: none"> City wide fiber network connectivity Internet bandwidth Payment to successful bidder as per milestone mentioned in RFP. Take appropriate steps for legal and statutory approvals required to successfully complete the project. To provide necessary space and erection permissions for edge equipment erection/installation. IP schema/ Pool for the network and IP equipment RAW power/electricity. However, extension till the last mile/actual utility will be in the scope of successful bidder. Electricity Charges The RoW (Right of Way) Permissions, as required for the digging and laying of underground cables and foundations To help and coordinate with the Successful Bidder to obtain necessary clearances/approvals from appropriate authorities Secured Storage location for delivered / inspected goods of the project will be provided at the discretion of the competent authority of the TENDERER. Provision of electrical & data cable laying in the CCC.

3.2 **Operations and Maintenance (O&M) Component**

3.2.1 The bidder shall be responsible for the overall operations & maintenance and management of the IT and Non-IT Infrastructure at all the Site locations for ensuring adherence of SLAs.

3.2.2 Bidder shall provide the Operations and Maintenance Services from the Go Live date as mentioned below

- a) Central Infrastructure for 5 Years and
 - b) End Point/Edge Devices for 5 Years
- 3.2.3 Successful bidder is required to **Handover the O&M of Central infrastructure** to the selected agency/Operator of SASGUJ project of Home department. However, the O&M of devices at the end junctions would remain under the scope of the successful bidder.
- 3.2.4 The bidder shall be responsible for operating, managing and monitoring the TENDERER's network (Excluding optical fiber connectivity and internet) for any fault/ issues/ failure such that the citywide network (Excluding optical fiber connectivity and internet) can be maintained close to 100 % For better Network availability, preventive maintenance activity is required to be carried out at least once in a quarter which includes configuration backup and software up gradation/updation. Upgradation/Updation will be part of the back to back warranty support from the OEM.
- 3.2.5 The Bidder is required to submit preventive maintenance schedule of all equipment to TENDERER. After performing preventive maintenance activities, successful bidder is required to submit the detailed report of the same. All such activities should be done preferably during non-working hours or on non-working days/holidays prior approval of TENDERER.
- 3.2.6 As part of the Operations and Maintenance services, the bidder shall provide support for the software, hardware, and other infrastructure provided as part of this RFP. The bidder shall also provide services comprising of but not limiting to the following:
- a) Operations and maintenance services for the IT and Non-IT Infrastructure supplied or commissioned by the bidder at the designated locations as defined in this RFP document during the contract period.
 - b) The scope of work under O&M is not limited to the IT and Non-IT Infrastructure components deployed by the successful bidder but it also includes O&M for any additional equipment/devices/hardware/software as specified in the RFP & related to the project supposed to be procured during the contract period of 5 years by the TENDERER.
 - c) O&M charges for any such additional equipment/devices/hardware/ software component to be deployed at the central site and at the end point locations shall be paid at the pro-rata basis after completion of individual product warranty period Further successful bidder is required to comply with the overall SLA requirement of contract for any such additional Scope of work.
 - d) Bidder shall main spares at site as per annexure -F during the warranty as well as Comprehensive AMC period to maintain uptime as per SLA.
- 3.2.7 **Warranty Support:** - As part of the warranty services bidder shall provide:
- a) Bidder shall provide a comprehensive on-site warranty support for 5 years from the date of successful completion of FAT for all the equipment supplied under the project.
 - b) Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Bidder must warrant all hardware, equipment, accessories, spare parts, etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.

- c) Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
- d) Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period bidder, shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.
- e) Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost. For any delay in making available the replacement and repaired equipment for inspection, delivery of equipment or for commissioning of the systems or for acceptance tests / checks on per site basis, TENDERER reserves the right to charge a penalty.
- f) The bidder will also cover the failure of the end point equipment's due to earthing or power fluctuations under this warranty/CAMC. It is the responsibility of the bidder to undertake preventive maintenance of the supplied UPS and proper earthing to avoid this risk
- g) During the warranty period all defective components that are brought to bidders notice, shall be repair / replace at the installed site, at no charge.
- h) The bidder shall as far as possible repair/ replace the equipment at site.
- i) Warranty should not become void, if TENDERER buys, any other supplemental hardware from a third party and installs it within the system under intimation to the bidder. However, the warranty will not apply to such supplemental hardware items installed.
- j) The bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware including CCTV surveillance system and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
- k) Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- l) Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- m) Bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- n) Bidder shall develop and maintain an inventory database to include the registered hardware warranties

3.2.8 **License Management**

- a) All the software licenses should be in the name of Rajkot Municipal Corporation, Rajkot. The bidder has to make arrangement with software OEM for license portability at any stage of the warranty if required.

- b) Successful bidder shall keep the record of all the software licenses and track software license usage throughout the IT setup so as to effectively manage the risk of effective usage of software license
- c) The successful bidder shall avoid the unauthorized usage of Licensed Software. In the event of any claim asserted by Third Party of Infringement of Copyright, Patent or Trademark arising from the use of IT components or software, the successful bidder shall be entirely responsible to extinguish such a claim. If the successful bidder fails to comply and the TENDERER is required to pay the compensation to the Third Party resulting from such infringement, the successful bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees.

3.2.9 **MIS Reports**

- a) The successful bidder shall submit the reports on a regular basis (the reports may be soft copy / hard copy or both, as required by RMC / Rajkot City Police from time to time) in a mutually decided format. The following is only an indicative list but not limited to MIS reports that may be submitted to the TENDERER:
 - Hotspot Wise Bandwidth Utilization, total traffic, per user data log etc.
 - Overall Network Bandwidth Utilization.
 - Summary of resolved, unresolved and escalated issues / complaints
 - Component wise Report (Server, Network, Security devices, other utility hardware, Backup, Website Updation, etc.)
 - SLA Reports
 - Log of preventive / scheduled maintenance undertaken
 - Any other report as may be required from time to time

3.2.10 **O&M of Physical Infrastructure**

- a) All the devices installed as part of the physical infrastructure should be monitored and managed on a 24x7x365 basis. The physical infrastructure management and maintenance services shall include, but not limited to the following:
 - Management of Physical Access to the premises as per the policies set by the TENDERER.
 - Monitoring, recording and reporting usual and unusual movements in and around the premises.
 - Material inward/ outward control as per policies set by the TENDERER.
 - Monitoring and managing safety and surveillance equipment like CCTV, Access Control, Fire detection and Suppression etc. at the CCC and Data Center.
 - Issuing access control as per approval from the TENDERER.
 - Reporting incidents to the TENDERER.
 - Co-ordinate with respective trusted personnel and communicate with authorized maintenance personnel for various utilities at the CCC as required.
 - Vendor Co-ordination for various physical Infrastructure components
 - Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.

- The selected bidder shall also maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by TENDERER or its authorized agency.
- CCTV footage is to be kept to meet legal, regulatory, ISO Policies compliance requirements. The record retention period shall be as per policies of TENDERER/Home department.
- Ensure availability of the physical Infrastructure including Power, Cooling, CCTV, Access Control, Intelligent Racks, Fire detection and suppression systems, Rodent Repellent systems, Water leak Detection Systems and other components included as part of physical Infrastructure related services for the Data Centre and CCC.
- For the Physical infrastructure installed at site locations such as Junction boxes, Poles, Towers, casings etc. the Successful bidder will have to keep a check of such items and maintain the same from weather conditions, rodents etc. for the entire duration of the contract. The security of the Physical infrastructure installed at site locations will be in the scope of the successful bidder.
- Proactive and reactive maintenance, repair or replacement of defective components (IT and Non-IT/ Hardware and Software) related to Physical Infrastructure systems and sub-systems. The cost of repair and replacement shall be borne by the successful bidder. IT and Non-IT hardware here refers to systems such as IT and non-IT hardware and software being used for maintaining and monitoring Physical Infrastructure e.g. Access control, fire alarms, CCTV camera etc.
- The successful bidder shall keep minimum spares as per Annexure-F at Rajkot to maintain the required uptime.
- The successful bidder shall have back-to-back arrangement with the OEMs and shall provide a copy of the service level agreement signed with respective OEMs.
- The successful Bidder shall maintain documentation for installation, testing, commissioning of any system/sub-systems that is installed or upgraded.
- Acceptance test shall be carried out for any system that is re-installed OR upgraded.
- The successful bidder shall carry out comprehensive fire drills as per Policy/Guidelines specified by TENDERER and submit drill reports on regular intervals.
- Successful Bidder shall record all the incidents/issues related to physical infrastructure services, security, systems and Sub-systems.
- The successful bidder shall carry out Risk assessment of the Physical Infrastructure as per Policy/Guidelines specified by TENDERER and provide a Risk Assessment report including recommendations.
- The successful bidder shall provide training to resources deployed at periodically.
- Full compliance to all the policies, procedures, processes, guidelines, Government- Acts, Rules & Regulations, etc. The successful bidder shall provide

full compliance/adherence of all activities performed by them, to the aforementioned statutes, without any additional cost to TENDERER.

- The successful bidder will be responsible for the integration of the Cameras with the primary storage and ensure that at least 15 days Footage is stored and backup of CCTV footage beyond 15 days should be taken on the secondary storage up to a duration of 30 days.

3.2.11 **Manpower Requirement:**

- a) The minimum requirement of manpower resources, their qualification and responsibility of each resource is given below. The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed for the project.
- b) The successful bidder shall depute the resources as per the requirements for carrying out the O&M Activity and maintaining the SLA. This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA. The TENDERER shall not pay any cost for additional resources required to operate, maintain, monitor & manage the project as per the SLA.
- c) In case deputed employee/staff is not available or is on leave, the successful bidder is required to provide the alternative personnel with same or higher technical capabilities of the non-available personnel based on prior approval of the TENDERER
- d) The manpower deployed for the project should be without any criminal background / record. The successful bidder has to submit declaration certificate of all deployed manpower to the TENDERER before deputation in this regard. The TENDERER reserves the right to carry out background check of the personnel proposed on the Project for verification of criminal record, at the beginning of deployment or during deployment.
- e) The successful bidder shall have to replace any person, if not found suitable for the job. The replacement personnel should be of the same or higher technical capabilities with prior approval of the TENDERER.
- f) All the manpower shall have to undergo training from the successful bidder for at least 15 working days on the working of project. Training should also cover dos & don'ts and will have few sessions from the TENDERER and Police Department officers on right approaches for monitoring the feeds & providing feedback to TENDERER, Traffic Police Personnel and other associated government agencies.
- g) These are the minimum indicative list of type and quality of resources required. However, the successful bidder is free to put additional manpower (should be of the same or higher technical capabilities with prior approval of the TENDERER) wherever required for the necessary Operations, maintenance and support to comply with the required service levels as per the RFP/contract agreement with no extra cost to the TENDERER.

S/N	Designation	Qty	Roles & Responsibilities	Desired Qualification
1	Nodal officer/ Project Manager- Operations	1	<ul style="list-style-type: none"> • Overall in-charge of Project Implementation, O&M of the complete project infrastructure. • Coordinating with third party agencies, bandwidth operators and software/equipment's vendors. • Should be the single point contact (SPOC) for managerial responsibilities and direct interface with the TENDERER. • Responsible for ensuring timely delivery of deliverables for each of the project components. 	<ul style="list-style-type: none"> • BE /B. Tech (CS or IT) with M.Tech/MBA/ PMP • 10+ Years of Post Qualification Experience in large scale ICT infrastructure projects. • Relevant Exp.: 5+ Years of experience as a project manager of large scale ICT infrastructure or WAN/MAN Projects.
2	Network Engineer	1	<ul style="list-style-type: none"> • The resource should be able to administer and manage the NMS Tools • Managing and monitoring Network operations • Responsible for monitoring of adherence to defined SLA for system by making effective utilization of deployed NMS tools 	<ul style="list-style-type: none"> • BE /B. Tech (EC) with CCNP or higher certification • 4+ Years of Post Qualification Experience in large scale ICT infrastructure projects. • Relevant Exp.: 2+ Years of experience of working of NMS Tool

3	Storage and Backup Engineer	1	<ul style="list-style-type: none"> • Backup of operating system, database and application as per stipulated policies. • Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies. • Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required. • Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes. • Media management including, but not limited to, tagging, cross-referencing, storing, Retrieving, archival logging, testing, and vaulting in fire proof cabinets. 	<ul style="list-style-type: none"> • BE/B.Tech/MCA in computer science/ IT • 5+ years of Post Qualification experience • 3+ years of experience in NAS/ SAN or TMS backup environment
4	Security Engineer	1	<ul style="list-style-type: none"> • Knowledge & skills needed to examine Information security management systems and to generate appropriate audit findings & reach valid conclusion • Should understand ISO 27000 standards 	<ul style="list-style-type: none"> • BE/B.Tech • Professional certifications like CISA/CISSP/CompTIA security+ / CEH • 3+ years of experience as IT security auditor
5	CCTV expert	1	<ul style="list-style-type: none"> • Should be responsible for configuring, monitoring & managing entire CCTV surveillance network • Able to configure alerts , analytics & manage Video management software. • Should be responsible for monitoring of adherence to defined SLA for system by making effective utilization of CCTV surveillance. 	<ul style="list-style-type: none"> • BE OR higher certification • 4+ Years of Post Qualification Experience in large scale (min. 500 IP cameras surveillance) of CCC operation comprising of VMS, Video analytics.

SECTION: 4

INSTRUCTION TO BIDDER'S

&

GENERAL TERMS AND CONDITIONS

SECTION - Terms & Conditions

PART-I: Instruction to Bidder's

4.1 GENERAL INSTRUCTION TO BIDDERS

- 4.1.1 All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the TENDERER on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of TENDERER. Any notification of preferred bidder status by the TENDERER shall not give rise to any enforceable rights by the Bidder. TENDERER may cancel this public procurement at any time prior to a formal written contract being executed.
- 4.1.2 This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. TENDERER may terminate the RFP process at any time and without assigning any reason. The TENDERER make no commitments, express or implied, that this process will result in a business transaction with anyone

4.2 COST OF BIDDING

- 4.2.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 4.2.2 Bidder is requested to pay Rs. 20,000 as a bid processing fee (Non-refundable) in the form of demand draft in favor of "Rajkot Municipal Corporation" payable at Rajkot along with the EMD in a cover. In case of non-receipt of bid processing fees & EMD the bid will be rejected by TENDERER as non-responsive.

4.3 BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any freely available on <https://www.nprocure.com> on or before due date of the tender. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

4.4 CLARIFICATION ON BIDDING DOCUMENTS

- 4.4.1 Any prospective Bidder requiring any clarification of the bidding documents may seek clarifications by submitting queries in pre-answered section of this online RFP on <https://www.nprocure.com>
- 4.4.2 TENDERER will respond to the queries received from the interested bidders during & before the online Pre-Bid Meeting in pre-answered section by uploading clarifications on <https://www.nprocure.com>
- 4.4.3 No further clarification what so ever will be entertained after the pre- bid meeting.

4.4.4 The interested bidder should send the queries in pre-answered section as per the following format:

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S/N	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			

4.5 AMENDMENT OF BIDDING DOCUMENTS

- 4.5.1 At any time prior to the deadline for submission of bids, TENDERER for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.
- 4.5.2 All prospective bidders are requested to browse website <https://www.nprocure.com> & any amendments/ corrigendum/ modification will be notified on this website and such modification will be binding on them.
- 4.5.3 In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, TENDERER at its discretion, may extend the deadline for the submission of the bids

4.6 LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TENDERER shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

4.7 DOCUMENT COMPRISING THE BID

- 4.7.1 The Bid prepared by the Bidder shall comprise of the following documents:
- (a) **Bid Security/EMD and Bid Processing Fee:** The bid security of **Rs. 90,00,000/- (Rupees Ninety Lacs Only)** in the form of Demand Draft or unconditional Bank Guarantee and bid processing fee of **Rs. 20,000/- (Rupees Twenty Thousand Only)** in the form of Demand Draft in favor of "Rajkot Municipal Corporation" payable at Rajkot and is to be submitted physically in sealed envelope clearly mentioning that "EMD and Bid Processing Fee for _____" at on the address mentioned on cover page of this RFP document.
- (b) **Pre-qualification Bid:** In support of eligibility, a bidder must submit the following documents:
- 1) Format 1: Pre-qualification Bid Letter
 - 2) Format 2: General information about the Bidder
 - 3) Format 3: Detailed checklist for Eligibility dully filled in along with the supporting documents

- 4) Format 4: Declaration Regarding Blacklisting
 - 5) Format 5: Undertaking for Acceptance of Terms and Conditions of RFP
 - 6) Format 6: Annual Sales Turnover Statement
 - 7) Format 7: Completion of Projects of Prescribed Nature and Size
 - 8) Format 15: EMD
- (c) **Technical Bid:** The Technical Bid besides the other requirements of the RFP, shall comprise:
- 1) Format 8: Technical Bid Letter
 - 2) Format 9: Technical Compliance Sheet
 - 3) Format 10: Relationship with OEM
 - 4) Format 11: Proposed Technical Solution
 - 5) Format 12: Project Management Plan
 - 6) Format 13: Core Project Team
 - 7) Annexure A: List of Locations for Camera System Deployment
 - 8) Annexure B: List of Locations for Wi-Fi Hotspot
 - 9) Annexure C: List of Locations for LED Display board/Panels
 - 10) Annexure D: List of Locations for IOT Sensor

4.7.2 The Pre-Qualification Bid, Technical Bid and Financial bid submitted online through the e-tendering website <https://www.nprocure.com> using digital signature.

4.8 BID FORMS

- 4.8.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.
- 4.8.2 For all other cases, the Bidder shall design a form to hold the required information.
- 4.8.3 TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

4.9 FRAUDULENT & CORRUPT PRACTICE

- 4.9.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TENDERER of the benefits of free and open competition.
- 4.9.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- 4.9.3 TENDERER will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

4.10 LOCAL /SITE CONDITIONS

- 4.10.1 It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors of Project which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the locations like TENDERER offices, ward offices, junctions etc. (at their own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.
- 4.10.2 The Bidder is expected to make a site visit to obtain for itself all information that may be necessary for preparing the bid and entering into contract.
- 4.10.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the Successful Bidder from performing any work in accordance with the RFP documents.
- 4.10.4 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the RFP Documents. The TENDERER shall not entertain any request for clarification from the Bidder regarding such conditions.
- 4.10.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP Documents will be entertained by the TENDERER and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the TENDERER on account of failure of the Bidder to appraise themselves of local laws and site conditions.

4.11 LACK OF INFORMATION TO BIDDER

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract.

4.12 CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the contract or **fails to furnish** the Performance Bank Guarantee (**PBG**) **within fifteen days** from the date of award the TENDERER reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

4.13 BID PRICE

- 4.13.1 The priced bid should indicate the prices in the format/price schedule only.
- 4.13.2 Offered prices should be exclusive of VAT/Sales Tax/Service Tax and inclusive of levies such as Excise, Insurance, FOR destination (anywhere in the Gujarat state).
- 4.13.3 Form "C" shall not be issued by the TENDERER. Accordingly, bidder needs to take appropriate tax position.
- 4.13.4 Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- 4.13.5 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall

be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected.

- 4.13.6 Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
- 4.13.7 Discount if offered, should not be mentioned separately. It should be included in Price Bid.
- 4.13.8 Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the TENDERER in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 4.13.9 Unit rates should be quoted as per the price bid only for each listed line item(s). Quantities can be increased or decreased by the TENDERER and bidder has to supply deviated quantities at the rates prescribed and approved by the TENDERER in the tender document.

4.14 BID CURRENCY

The prices should be quoted in Indian Rupees. Payment for goods and services covered under the contract shall be made in Indian Rupees.

4.15 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 4.15.1 The Bidder shall furnish, as part of the Bid, a Bid security for the amount of **Rs. 90,00,000 (Rs. Ninety Lacs Only)** which shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank in the name of "Rajkot Municipal Corporation." payable at Rajkot (as per prescribed format given at Format 15) and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.
- 4.15.2 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work order to the successful bidder.
- 4.15.3 The successful Bidder's Bid security will be released upon signing the Contract Agreement, and furnishing the Performance Bank Guarantee.
- 4.15.4 The Bid security may be forfeited at the discretion of TENDERER, on account of one or more of the following reasons if:
 - a. The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
 - b. Bidder does not respond to requests for clarification of their Bid.
 - c. Bidder fails to co-operate in the Bid evaluation process, and
 - d. In case of a successful Bidder, the said Bidder fails:
 - To sign the Agreement in time
 - To furnish Performance Bank Guarantee
 - If the bidder is found to be involved in fraudulent practices.
 - If the bidder fails to submit the copy of purchase order & acceptance thereof.

4.16 PERIOD OF VALIDITY OF BIDS

- 4.16.1 Bids shall remain valid for 180 days after the date of Bid submission. A Bid valid for a shorter period shall be rejected as non-responsive.
- 4.16.2 In exceptional circumstances, the TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

4.17 BID DUE DATE

- 4.17.1 Bid must be received by the TENDERER at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.
- 4.17.2 The TENDERER may, as its discretion, on giving reasonable notice by email, fax, cable or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the TENDERER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

4.18 LATE BID

Bidder would not be able to upload or submit the bid after the bid due date/time.

4.19 MODIFICATION AND WITHDRAWAL OF BID

- 4.19.1 The Bidder may modify or withdraw its Bid before the due date and time of Bid's submission on e-tendering website <https://www.nprocure.com>
- 4.19.2 Bidders are not allowed to modify the bids submitted subsequent to the deadline of bid submission.

4.20 OPENING OF BIDS BY TENDERER

- 4.20.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 4.20.2 The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 4.20.3 Immediately after the closing time, the TENDERER contact person shall open the Un-Priced Bids and list them for further evaluation.

4.21 CONTACTING /TENDERER

- 4.21.1 Bidder shall not approach the TENDERER officers outside of office hours and/ or outside TENDERER office premises, from the time of the Bid opening to the time the Contract is awarded.
- 4.21.2 Any effort by a bidder to influence the TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

4.22 REJECTION OF BIDS

- 4.22.1 Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:
- (a) **Preliminary Stage evaluation criteria:**
- (1) Bids submitted without or with improper Bid Security (EMD) and Bid Processing fee.
- (b) **Pre-qualification Rejection Criteria**
- 1) Bids which do not conform to unconditional validity of the bid as prescribed in the

bid.

- 2) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- 3) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- 4) Bids without proper documents/evidences as asked for in the pre-qualification bid as mentioned in the RFP Document.

(c) Technical Rejection Criteria

- 1) Technical Bid containing Financial details.
- 2) Revelation of Prices in any form or by any reason before opening the Financial Bid.
- 3) Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Bid Document in every respect.
- 4) Bidders not quoting for the complete scope of Work as indicated in the Bid documents, addendum (if any) and any subsequent information given to the Bidder.
- 5) Bidders not complying with the Technical specifications and General Terms and conditions as stated in the RFP Documents.
- 6) Bidders not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.
- 7) If the bid does not confirm to the timelines indicated in the RFP Document.
- 8) failure to get cut-off mark at Proof of concept stage

The TENDERER reserves the right to reject any Bid, 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(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

4.23 EVALUATION METHODOLOGY

4.23.1 The TENDERER will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER may, at its discretion, ask the bidders for clarification of their Proposals.

4.23.2 Preliminary stage evaluation

Bidders who have submitted the valid EMD and non-refundable bid processing fee shall be considered for further evaluation. If bidders fail to submit the bid security and non-refundable bid processing fee as per this RFP document, the Bid shall be out rightly rejected.

4.23.3 Pre-Qualification evaluation:

The tenders who do not conform to meet any / partial / all the pre-qualification criteria

mentioned in tender shall be straightway rejected. All eligible tenders will be considered for technical evaluation.

4.23.4 Evaluation of Technical bids

The Technical Bid will be examined on the basis of responsiveness to the proposed technical proposal and the Scope of work and other details as mentioned herein the document. The tenders who do not conform to meet any / partial / all the technical compliance & all the terms and conditions of the tender will be straightway rejected.

All eligible bidders will be considered for Proof of Concept (POC). The necessary infrastructure arrangement for POC will be the responsibility of the bidders.

4.23.5 Proof of Concept (POC):

ANPR (Automatic Number Plate Recognition) System	Number plate accuracy (English during day time 11:00 am to 4:00 pm): 75% (Marks will be given commensurate to the overall accuracy observed, in case accuracy observed is 30%, then the marks given will be 40% of maximum marks. Formula used will be: Observed Accuracy (%) / 75 (%))	5
	Number plate accuracy (Gujarati or Hindi during day time 11:00 am to 4:00 pm): 60% (Marks will be given commensurate to the overall accuracy observed, in case accuracy observed is 30%, then the marks given will be 50% of maximum marks. Formula used will be: Observed Accuracy (%) / 60 (%))	5
	Number plate accuracy (English during night time 8:00 pm to 11:00 pm): 75% (Marks will be given commensurate to the overall accuracy observed, in case accuracy observed is 30%, then the marks given will be 40% of maximum marks. Formula used will be: Observed Accuracy (%) / 75 (%))	5
	Number plate accuracy (Gujarati or Hindi during night time 8:00 pm to 11:00 pm): 60% (Marks will be given commensurate to the overall accuracy observed, in case accuracy observed is 30%, then the marks given will be 50% of maximum marks. Formula used will be: Observed Accuracy (%) / 60 (%))	5
RLVD	Violation detection (During day time 11:00 am to 4:00 pm post 10 seconds of signal turning red) accuracy: 70% (Marks will be given commensurate to the overall accuracy observed, in case accuracy observed is 30%, then the marks given will be 42.8% of maximum marks. Formula used will be: Observed Accuracy (%) / 70 (%))	5
	Violation detection (During night time 8:00 pm to 11:00 pm post 10 seconds of signal turning red) accuracy: 70% (Marks will be given commensurate to the overall accuracy observed, in case accuracy observed is 30%, then the marks given will be 42.8% of maximum marks. Formula used will be: Observed Accuracy (%) / 70 (%))	5
360 Degree Camera	Marks shall be given based on camera viewing quality, Speed of Operations, Accuracy & Efficiency of Operations and Adherence to Make and Model specified in Technical bid	05

PTZ Camera	Marks shall be given based on Quality performance with PAN, TILT & ZOOM, Speed of Operations, Accuracy & Efficiency of Operations and Adherence to Make and Model specified in Technical bid	05
e-Challan System (Automatic)	Auto generation of e-Challan for any violation of RLVD	05
Video Analytics	Alerts configuration & alarms	05
Wi-Fi Access Point	Range Covered: 50 meters (Marks will be given commensurate to the observed range, for example in case the range observed is 35 m then the marks given will be 70%, in case range observed is 20 meters then the marks given will be 40%. Formula used will be: Observed Range/ 50 meters (%)).In order to test Wi-Fi services devices such as mobile phone and tablets will be used.	2.5
Wi-Fi Access Point	Concurrent users: 50 (Marks will be given commensurate to the actual concurrent users supported, for example in case 20 concurrent users are supported then marks given will be 40%, in case 30 concurrent users are supported then marks given will be 60%. Formula used will be: Actual Concurrent users/ 50 (%)). The successful bidder will have to provide 50 Mbps connectivity at access point during the pilot phase for testing purposes. In order to test Wi-Fi services devices such as mobile phone and tablets will be used.	2.5
Presentation	Overall System Architecture	10
	Understanding of overall project and proposed solution	15
	Total Marks	80
	Min Qualifying criteria	60

All technically qualified bidders will be considered for financial evaluation.

4.23.6 **Financial Bid evaluation:**

The Financial Bids of Eligible bidders shall be opened and evaluated to determine the L1 (lowest) bidder.

4.24 **AWARD OF CONTRACT**

- 4.24.1 Award Criteria: The Criteria for selection will be the lowest cost to the TENDERER amongst the Eligible bids. The TENDERER may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 4.24.2 The TENDERER's right to vary requirements at time of award: The TENDERER reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- 4.24.3 TENDERER reserve the right to split the contract in parts. The prices shall remain valid for 365 days from award of contract for first part.
- 4.24.4 Upon the selection of the successful bidder, LOI will be released to successful bidder within 7 calendar days.

4.25 NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

- 4.25.1 Successful bidder need to take approval from TENDERER for deployment plan before the signing of contract.
- 4.25.2 Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol.
- 4.25.3 The contract Performance Bank Guarantee (**PBG**) has to be submitted **within fifteen (15) days** of receipt of Lol. The PBG shall be equal to the 10% of total contract value (as define under the Performance Bank Guarantee Clause in this RFP) and shall be valid for duration of 180 days beyond the expiry of contract. **Within fifteen (15) days** of receipt of the **Contract Form**, the successful Bidder shall sign and stamp the Contract and return it to the TENDERER.
- 4.25.4 Initially, the contract will be signed for Five years however subject to the annual performance review the same can be extended for further period of 2 year by the TENDERER on similar agreed terms & conditions with commercials as below:

4.26 FORCE MAJEURE

- 4.26.1 Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money.
- 4.26.2 Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Service Provider. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Service Provider shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
- 4.26.3 **Force Majeure Events:** The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:
- a) Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
- 1) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - 2) Explosion or chemical contamination (other than resulting from an act of war);

- 3) Epidemic such as plague;
 - 4) Any event or circumstance of a nature analogous to any of the foregoing.
- b) Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:
- 1) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - 2) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
 - 3) Any event or circumstance of a nature analogous to any of the foregoing.
- 4.26.4 **FORCE MAJEURE EXCLUSIONS:** Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
- a. Unavailability, late delivery
 - b. Delay in the performance of any contractor, sub-contractors or their agents;
- 4.26.5 **PROCEDURE FOR CALLING FORCE MAJEURE:** The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

4.27 CONTRACT OBLIGATIONS

- 4.27.1 **Once a contract** is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.
- 4.27.2 Amendments to the Contract may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the contract shall be made except by written amendment signed by both the parties. All alterations and changes in the contract will take into account prevailing rules, regulations and laws applicable in the State of Gujarat.

4.28 USE OF CONTRACT/AGREEMENT DOCUMENTS AND INFORMATION

- 4.28.1 The successful bidder shall not without prior written consent from the TENDERER disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of the TENDERER in connection therewith to any person other than the person employed by the successful bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- 4.28.2 The Successful bidder shall not without prior written consent of the TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.
- 4.28.3 All project related documents issued by the TENDERER other than the contract/Agreement itself shall remain the property of the TENDERER and Originals and all copies shall be

returned to the TENDERER on completion of the successful bidder's performance under the Agreement, if so required by the TENDERER.

4.29 REPRESENTATIONS AND WARRANTIES

4.29.1 Representations and Warranties by the Successful bidder:

- 4.29.1.1 It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.
- 4.29.1.2 The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
- 4.29.1.3 There is no pending or threatened actions, suits or proceedings affecting the Successful bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Successful bidder's ability to perform its obligations under the Agreement; and neither successful bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise).
- 4.29.1.4 The Successful bidder confirms that all representations and warranties of the Operator set forth in the Agreement are true, complete and correct in all respects.
- 4.29.1.5 No information given by the Successful bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong-statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of the TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.
- 4.29.1.6 All equipment including replacement parts, spares and any other material to be installed, used by the successful bidder under this project should be new. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

4.29.2 Representations and Warranties by TENDERER

- 4.29.2.1 It has full legal right; power and authority to execute the Rajkot smart city project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- 4.29.2.2 The Agreement has been duly authorized, executed and delivered by the TENDERER and constitutes valid, legal and binding obligation of the TENDERER.
- 4.29.2.3 The execution and delivery of the Agreement with the Successful bidder does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to the TENDERER, its assets or its administration.

4.30 RESOLUTION OF DISPUTES

- 4.30.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably.
- 4.30.2 The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 4.30.3 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators. The place of the arbitration shall be Rajkot, Gujarat.
- 4.30.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended. The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 4.30.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

4.31 TAXES & DUTIES

- The bidder shall bear and pay all taxes, duties, levies, cess and charges assessed on the Bidder, its Subcontractor or their employees by all municipal, state or national government authorities in connection with the contract in and outside of the country where the Site is located and no adjustment or variation will be allowed for changes thereof.
- For the payment of taxes as specified in the price bid, the bidder shall be required to charge taxes at the rate applicable from time to time.
- For the purpose of the Contract, it is agreed that the Contract Price specified in Letter of Acceptance/ Purchase Order / Contract Agreement is based on the taxes, duties, levies and charges prevailing on the date of bid submission in India and Gujarat where the Site is located (unless otherwise revised by mutual consent).
- Notwithstanding anything contained in this Agreement the Contract Price shall be deemed to be firm and valid for the entire duration of the Contract till the completion of scope of work under this Contract.
- The Contract Price may be varied due to situations giving rise to Change in Tax Law arising between the date of bid submission and the contractual date of supply of the Goods and/or performance of the Services under the contract. The Indirect Taxes that shall be considered for Change in Tax Law shall be limited to the following taxes leviable on the direct transaction between the Contractor and the Owner unless specified otherwise:
 - Central Sales Tax/VAT
 - Service Tax

- Further, such variation shall be made only in respect of taxes (both nature and quantum) originally factored by the bidder in their initial bid offer, unless the tax sought to be recovered is a new tax arising on account of Change in Tax Law which was not in force on the date of bid submission.
- No variation shall be allowed on account of any taxes applicable outside India.
- The Bidder shall issue proper invoice as stipulated under the service tax legislation and such other legislations as may be relevant from time to time.
- Each party hereto, agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expenses or damage suffered or incurred by it, by reason of its failure to pay taxes, duties, etc. which it is obliged to pay pursuant to the provisions of this clause and/ or arising out of its failure to comply with its obligations under this clause.
- Form - C shall not be issued by the RMC.
- All payments to the Bidder shall be subject to applicable withholding (whether applicable as of the date of this Contract or imposed /required by any municipal, local, state or national government authorities or any other Government Instrumentality at any time during the subsistence of the Contract) or statutory deductions as required in respect of income tax as well as any other Taxes (including but not limited to Building and Other Construction Workers' Welfare Cess). The RMC shall issue necessary tax deduction/withholding certificates to the Bidder. If the Bidder obtains appropriate lower withholding orders (as per RMC's satisfaction), withholding may be carried out at such lower rates.
- The risk of all tax positions taken by Bidder shall be borne solely by the Bidder.
- The billing should be done from Gujarat only.

4.32 BOOKS & RECORDS

Successful bidder shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by the TENDERER during the terms of Contract until expiry of the performance guarantee.

4.33 PERFORMANCE BANK GUARANTEE OF THE CONTRACT

- 4.33.1 The Performance Bank Guarantee (PBG) has to be submitted within 15 (fifteen) days of receipt of award.
- 4.33.2 Contractor shall submit Performance Bank Guarantee of 10% of the total contract value.
- 4.33.3 The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by any Public-sector banks and private banks having branch in Rajkot in the format provided, to be submitted Within 15 working days of receipt of award.
- 4.33.4 The performance guarantee will be in the form of bank guarantee towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, the TENDERER shall invoke the PBG.

PART-II: General Terms and Conditions:

4.34 PAYMENTS TERMS

Sr. No	Schedule	% Payment
1	Schedule - A [Central IT Infrastructure-Hardware & Associated Equipment CAPEX Cost with 3 years warranty]	
	On Delivery & inspection of the Materials at Site	50%
	On Installation and Commissioning	15%
	On Field Acceptance of the system	20%
	Balance 15% on equal quarterly installment till completion of the warranty period	1.25% per Quarter
2	Schedule – B [Central IT Infrastructure- Software Licensing Cost for 5 years]	
	On Delivery & activation of the licenses	50%
	Go - Live & Field Acceptance of the system	10%
	Balance payment in 20 equal Quarterly Instalments quarter.	2% per quarter
3	Schedule - C [End Point Infrastructure CAPEX Cost with 3 years warranty]	
	On Delivery of the Material at Site	50%
	On Installation and Commissioning	15%
	On Field Acceptance of the system	20%
	Balance 15% on equal quarterly installment till completion of the warranty period	1.25% per Quarter
4	Schedule - D [Central Infrastructure Hardware & Associated Equipment AMC Cost for 4th and 5th year]	
	On Quarterly basis in Arrears	25% of the Per Annum cost
5	Schedule - E [End Point Infrastructure AMC Cost for 4th and 5th year]	
	On Quarterly basis in Arrears	25% of the Per Annum cost
6	Schedule - F [Operations & Maintenance Support Team cost for 5 years]	
	On Quarterly basis in Arrears	Based on Actual Manpower deployed subject to SLA Requirements

Payment Procedure

a) Hardware/Material/Installation Component

- 1) The successful bidder shall raise the component wise invoice against the milestones achieved (as mentioned above in the payment schedule) and submit the invoice to the TENDERER.
- 2) The successful bidder shall submit 2 original copies of invoices along with the necessary supporting documents confirming milestone achieved and other

- documents as required by the TENDERER for processing of invoices. Invoice should be raised in English language only.
- 3) The TENDERER shall verify the Invoices raised against the milestone achieved and shall make the payment.
- b) O&M Component post completion of warranty period
- 1) The payments to the successful bidder will be made quarterly at the end of each quarter on acceptance of the invoice by the TENDERER or its designated agency.
 - 2) The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.
- c) Payment shall be made in Indian Rupees. While making payment, necessary statutory deductions will be made.

4.35 SERVICE TERMS

- 4.35.1 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure. It is mandatory for Bidder to deploy qualified professional to install, commission & maintain the Circuits, as defined under scope of work. The Bidder has to submit regular schedule of technical man power availability & get it approved by the TENDERER, before deployment.
- 4.35.2 The Bidder need to manage & maintain various records related to the services extended to the Government.
- 4.35.3 If required, the Bidder may need to coordinate and approach various agencies working for the TENDERER.
- 4.35.4 The Bidder needs to maintain the required security of the network as per the DIT/TRAI Security guidelines.
- 4.35.5 The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Service Provider will have to submit the progress reports regularly, as per the guide line issued by the TENDERER.
- 4.35.6 The Bidder need to make its own arrangement for establishing outside/field communication. TENDERER will not provide any external / outgoing facility to another network.

4.36 SUCCESSFUL BIDDER'S OBLIGATIONS

- 4.36.1 The Successful bidder would be required to Supply, Install, Commission, maintain and manage the assets created under this project on behalf of TENDERER. It will be the successful bidder's responsibility to ensure compliance to the requirements in accordance with and in strict adherence to the terms of the RFP and the Contract.
- 4.36.2 In addition to the aforementioned, the successful bidder shall:
- a) Perform the Services specified by the TENDERER and make available the necessary equipment / facilities / services as may be necessary to comply with the 'Scope of work' requirements as specified in the bid and changes thereof.
 - b) The Successful bidder shall ensure that its team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are

- required to perform under this Contract. The Successful bidder shall ensure that the Services are performed in accordance with the terms hereof and to the direction given by the TENDERER and as per the requirements stated in the contract and bid document. Nothing in this Contract relieves the Successful bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the TENDERER directions and requirements as stated in the Contract and the Bid to the extent accepted by the TENDERER and the Successful bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
- c) The Successful bidder's representatives shall have all the powers requisite for the performance of services under this contract. The Successful bidder's representatives shall liaise with the TENDERER's representatives for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The Successful bidder will extend full co-operation to the TENDERER's representatives in the manner required by them for supervision / inspection / observation of the facilities, equipment / material, procedures, performance, reports and records pertaining to the works. Successful bidder shall also have complete charge of the Successful bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practices. Successful bidder shall also co-ordinate and co-operate with the other Service Providers / Vendors of the TENDERER working at the site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

4.36.3 Reporting Progress:

- a) The Successful bidder shall monitor progress of all the activities specified in the contract and submit monthly progress report about various aspects of the work to the TENDERER as per Scope of Work. TENDERER on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-off meeting.
- b) The facilities / services and / or Labour to be provided by the Successful bidder under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the directions given by the TENDERER and as per the requirements stated in the contract and bid document in accordance with the Contract. Should the rate of progress of the work compliance to the requirements of the TENDERER or their facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operations of the project, the TENDERER shall so notify the Successful bidder in writing.

- c) The Successful bidder shall reply to the written notice giving details of the measures they propose to take to expedite the progress so as to complete the works by the prescribed time. The Successful bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the TENDERER that the actual progress of work does not conform to the approved plan the Successful bidder shall produce at the request of the TENDERER a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

4.36.4 Knowledge of Site Conditions:

- a) The Successful bidder's undertaking of this Contract shall be deemed to mean that the Successful bidder possesses the knowledge of entire project and O&M related requirements as stipulated in the RFP.
- b) The Successful bidder shall be deemed to have understood the requirements and have satisfied itself with the data contained in the RFP Document, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting its obligations and responsibilities therewith under the Contract and its ability to perform it.
- c) Successful bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Successful bidder undertaking the works shall cover all the Successful bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the TENDERER may issue in accordance with the connection therewith and of any proper and reasonable measures which Successful bidder takes in the absence of specific instructions from the TENDERER.

4.37 APPLICATION OF THE TERMS AND CONDITIONS

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the TENDERER shall be final and binding on the bidders.

4.38 STANDARDS

The successful bidder shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The successful bidder shall always act in respect of any matter relating to this contract as faithful advisor to the TENDERER. The successful bidder shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country as on the date of the requirements and design submissions. The equipment's and services supplied under this contract shall conform to the standards mentioned in the requirement specifications.

4.39 PATENT RIGHTS

The successful bidder shall indemnify the TENDERER against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipment's and services or any part thereof.

4.40 INCIDENTAL SERVICES: The successful bidder may be required to provide any or all of the following services related to the scope of this RFP:

- 4.40.1 Furnish detailed manuals for each appropriate unit of the supplied equipment and services.
- 4.40.2 Perform or supervise or maintain and/ or repair the supplied equipment and services, for a period of time agreed by the TENDERER and the successful bidder, provided this service shall not relieve the successful bidder of any warranty obligations under this contract.

4.41 DELIVERY AND DOCUMENTATION

- 4.41.1 The successful bidder shall submit all the deliverables on due date as per the delivery schedule agreed between parties.
- 4.41.2 No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan or other documents to any person other than an entity employed by the affected party for the performance of the contract.
- 4.41.3 In case of the termination of the contract, all the documents prepared by the successful bidder under this contract shall become the exclusive property of the TENDERER. The successful bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the TENDERER.
- 4.41.4 The TENDERER reserves right to grant or deny such permission. Delivery of the equipment's and services and associated documents shall be made by the successful bidder in accordance with the terms specified by TENDERER in RFP.

4.42 CHANGE MANAGEMENT AND CONTROL

4.42.1 Change Orders / Alterations / Variations

- a. The requirement set forth in this RFP are minimum requirements and are only indicative. The successful bidder would need to check out the details at the time of preparing the design document prior to actual implementation. It shall be the responsibility of the successful bidder to meet all the requirements of technical specifications contained in the RFP and any upward revisions and/or additions of quantities, specifications sizes given in the Bidding Documents required to be made during execution of the works, shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Purchaser.
- b. Further upward revisions and or additions required to make successful bidder's selected equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser.
- c. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the Bidding Documents which the successful bidder had not brought out to the Purchaser's notice in his bid shall not constitute a

change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to Purchaser.

- d. Any changes in application/software will be treated part of continuous O&M and will not be paid for. However, procurement of new devices will be at a cost as repeat order, and in case of procurement of devices / software from other agency for integration with this solution, the bidder will be responsible for any such additional equipment/devices/hardware/ software component to be deployed at the central site and at the end point locations and O&M charges shall be paid at the pro-rata basis after completion of individual product warranty period. Further successful bidder is required to comply with the overall SLA requirement of contract for any such additional Scope of work.

4.42.2 **Change Order**

- a.) The Change Order will be initiated only in case
- (i) the Purchaser directs in writing the successful bidder to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract,
 - (ii) successful bidder requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser,
 - (iii) the Purchaser directs in writing the successful bidder to incorporate changes or additions to the technical specifications already covered in the Contract.
- a.) Any changes required by the Purchaser over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering requirements for complying with technical specifications and changes required to ensure systems compatibility and reliability for safe operation (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract.
- b.) Any change order as stated in Clause 4.43.2 a. comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the schedule of Contract Prices and adjustment of the implementation schedule if any.
- c.) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Price which shall represent the change in cost of the works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- d.) Within ten (10) working days of receiving the comments from the Purchaser or the drawings, specification, purchase requisitions and other documents submitted by the successful bidder for approval, the SI shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the Scope of work of the RFP document covered in the Contract and shall advise a date by which change order (if applicable)

will be submitted to the Purchaser.

- e.) Any integrations with future systems for the TENDERER (not listed as a part of current scope) will be done through the change management process. The successful bidder will have to quote man month efforts for each of the integration components and the same will be vetted by the TENDERER or its appointed PMC.

4.43 ASSIGNMENT

The successful bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with the TENDERER's prior written consent. The permission, if any, of the TENDERER has to be taken before award of the contract.

4.44 SUB CONTRACT

4.44.1 The successful bidder would provide the services on its own and no back-to-back sub-contracting shall be allowed. However, if sub-contracting for specialized work is required, the successful bidder will take prior permission from the TENDERER.

4.44.2 WORK/SUB CONTRACT TO START-UPS AS PER POLICY GUIDELINES OF DEPT. OF S&T, GOVT. OF GUJARAT

"As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen successful bidder or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups/SME's and to students of short listed Technical Colleges in Gujarat with their firm registered in the state of Gujarat . In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator"

4.45 PROJECT TAKEOVER

TENDERER or any agency authorized by the TENDERER has the right to take over the operations and management even before the expiry of 5 years in case the successful bidder fails to perform any obligations under the contract.

4.46 INAPPROPRIATE USE OF NETWORK

The successful bidder shall not use the network facilities/ equipment installed for any other purpose/ use than that of the functions assigned by the TENDERER.

4.47 TERMINATION FOR DEFAULT

4.47.1 TENDERER may, without prejudice to any other remedy for breach of contract can terminate the contract, in whole or in part after giving 30 day's prior written notice of default sent to the successful bidder:

- a) If the successful bidder fails to deliver any or all of the equipment's and services within the time periods specified in the contract, or any extension thereof granted by the TENDERER OR
- b) If the successful bidder fails to perform any obligations under the contract.

4.48 TERMINATION FOR INSOLVENCY

- 4.48.1 The TENDERER may at any time terminate the contract by giving written notice to the successful bidder, without compensation to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TENDERER.
- 4.48.2 In the event of termination as per clause above (4.48 & 4.49), the TENDERER reserves the right to take suitable action against successful bidder against their default including revoking the PBG and risk purchase clause etc.

4.49 GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

4.50 APPLICABLE LAW

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat.

4.51 NOTICES

Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined under this contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.52 BACK UP SUPPORT

Successful bidder shall furnish details of the back-up engineering and network support that will be available to the TENDERER. If the maintenance of the equipment, after expiry of the contract period, is taken over either by the TENDERER or any other person/ agency to be nominated by the TENDERER, the Successful bidder shall be responsible for provisioning of spare parts and back-up maintenance support required by the TENDERER or that agency, and shall continue to make available the spare parts.

4.53 INSURANCE

The equipment's supplied under this contract shall be fully insured by the successful bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The successful bidder will have to procure insurance for all the assets supplied/installed under this RFP/contract on behalf of the TENDERER within six months from the date of kick-off meeting. The TENDERER shall provide authorization to the successful bidder to procure insurance.

4.54 MANUALS AND DATA INFORMATION

Complete information relating to installation, maintenance, service, support, and troubleshooting of equipment and services should be supplied by the successful bidder.

4.55 INSPECTION AND TESTING

- 4.55.1 The bidder will have to offer the inspection after delivering and installing the equipment at the locations specified in the RFP.
- 4.55.2 Any deviation found in the specification of the delivered equipment after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of PBG and

prohibition in the participation in the future purchases of the TENDERER.

- 4.55.3 The TENDERER's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Sites shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

4.56 LIMITATION OF LIABILITY

- 4.56.1 Notwithstanding anything contrary contained herein, the aggregate total liability of contractor under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for incidental damages, consequential damages, special damages, indirect damages, loss of profits, loss of revenues, or loss of use relating to or arising out of performance or fulfillment of this Contract, including such damages based on contract, negligence, warranty or otherwise, The selected agency's liability to the RMC, if any, in contract, tort or otherwise, will be reduced by the extent to which the RMC contributed to any loss, whether or not such loss is direct, indirect, consequential, pecuniary or property loss.

4.57 CONFIDENTIALITY

- 4.57.1 Successful bidder should understand and agrees that all materials and information marked and identified by the TENDERER as 'Confidential' are valuable assets of the TENDERER and are to be considered as TENDERER 's proprietary information and property. Successful bidder will treat all confidential materials and information provided by the TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Successful bidder will not use or disclose any materials or information provided by the TENDERER without TENDERER 's prior written approval.
- 4.57.2 Successful bidder shall not be liable for disclosure or use of any materials or information provided by the TENDERER or developed by successful bidder which is:
- a) possessed by successful bidder prior to receipt from the TENDERER, other than through prior disclosure by the TENDERER, as documented by successful bidder's written records;
 - b) published or available to the general public otherwise than through a breach of Confidentiality; or
 - c) Obtained by successful bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to the TENDERER or
 - d) Developed independently by the successful bidder.
- 4.57.3 In the event that successful bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, successful bidder shall promptly notify the TENDERER and allow the TENDERER a reasonable time to oppose such process before making disclosure.
- 4.57.4 successful bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause the TENDERER irreparable harm, may leave the TENDERER with no adequate remedy at law and the TENDERER is entitled to seek to injunctive relief.

- 4.57.5 RMC does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the selected agency then selected agency has to clearly marked it as "Strictly confidential". RMC in turn will not share the same without prior concern of the selected agency.
- 4.57.6 Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. GISL/GIL and selected agency.

4.58 SEVERABILITY

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

4.59 CONTRACT PERIOD

The O&M contract shall remain valid for a period of five years from the date of commissioning of O&M operations and end with the date of completion of five years of service. However, the TENDERER reserves a right to terminate the contract in accordance with the termination provision contained in the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

4.60 SUCCESSFUL BIDDER'S TEAM

- 4.60.1 The successful bidder shall submit an organization chart showing the proposed organization / manpower not less than the proposal made in the proposed technical solution of the RFP, to be established by the successful bidder for execution of the work / facilities including the identities and Curriculum-Vitae of the key personnel to be deployed during Kick-off meeting. The successful bidder shall promptly inform the TENDERER in writing of any revision or alteration in such organization chart.
- 4.60.2 The successful bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
- 4.60.3 The successful bidder shall provide and deploy manpower on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- 4.60.4 TENDERER may at any time object to and ask successful bidder to remove/replace an employee (supervisor/authorized representative/any subordinate) from the site or any persons deployed by its sub-contracted agency, if in the opinion of /TENDERER, the person for professional incompetence or negligence, has misconducted himself or his deployment is otherwise considered undesirable by the TENDERER, the successful bidder shall forthwith remove and shall not again deploy that person in question at the work site of the TENDERER.
- 4.60.5 The TENDERER shall state to the successful bidder in writing its reasons for any request or requirement pursuant to this clause.
- 4.60.6 The successful bidder shall maintain backup personnel and shall promptly provide

replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.

- 4.60.7 In case of change in its team composition owing to attrition the successful bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

4.61 CONTRACT ADMINISTRATION

- 4.61.1 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:

- a) Exercise all of the powers and functions of his / her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
- b) Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- c) The successful bidder along with the members of sub-contracted agency / third party shall be bound by all undertakings and representations made by the authorized representative of the successful bidder and any covenants stipulated hereunder with respect to this Contract for and on their behalf.
- d) For the purpose of execution or performance of the obligations under this Contract, the TENDERER's Representative would act as an interface with the nominated representative of the successful bidder.
- e) Successful bidder shall comply with any instructions that are given by the TENDERER's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.
- f) A Committee comprising of representatives from, the TENDERER and the successful bidder shall meet on a mutually agreed time or quarterly basis to discuss any issues / bottlenecks being encountered.

4.62 RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT

- 4.62.1 The TENDERER or its designated agency reserves the right to inspect and monitor / assess the progress / performance / maintenance of the project/various activities as per the SoW at any time during the course of the Contract. The TENDERER may demand and upon such demand being made by the TENDERER shall be provided with any document, data, material or any other information which it may require to assess the progress of the project/delivery of services.
- 4.62.2 The TENDERER shall also have the right to conduct, either itself or through its designated agency/representative as it may deem fit, an audit to monitor the performance of the successful bidder of its obligations / functions in accordance with the standards committed to or required by the TENDERER and the successful bidder undertakes to cooperate with and provide to the TENDERER or its designated agency, all the required documents and other details for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the successful bidder failing which the TENDERER may without prejudice to any other rights that it may have issued a notice of default.

- 4.62.3 The Successful bidder shall not carry and / or transmit any material, information, layouts, diagrams, storage media or any other goods / material in physical or electronic form, which are proprietary to or owned by the TENDERER, without prior written permission from the TENDERER.
- 4.62.4 The Successful bidder shall adhere to the Information Security policy developed by Central government as well as state government or any other competent authority as described by them.
- 4.62.5 Successful bidder acknowledges that the TENDERER business data and other TENDERER proprietary information or materials, whether developed by the TENDERER or being used by the TENDERER pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to the TENDERER and Successful bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful bidder to protect its own proprietary information.
- 4.62.6 Successful bidder recognizes that the goodwill of the TENDERER depends, among other things, upon Successful bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful bidder can cause damage to the TENDERER and that by reason of Implementation Agency's duties hereunder. Successful bidder may come into possession of such proprietary information even though Successful bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Successful bidder shall use such information only for the purpose of performing the said services.
- 4.62.7 Successful bidder shall, upon termination of this agreement for any reason or upon demand by the TENDERER, whichever is earlier return any and all information provided to Successful bidder by the TENDERER including any copies or reproductions, both hard copy and electronic.

4.63 RELATIONSHIP BETWEEN THE PARTIES

- 4.63.1 Nothing in this Contract constitutes any fiduciary relationship between the TENDERER and Successful Bidder's Team or any relationship of employer-employee, principal and agent, or partnership, between the TENDERER and Successful bidder.
- 4.63.2 No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- 4.63.3 The TENDERER has no obligations to the Successful Bidder's Team except as agreed under the terms of this Contract.

4.64 SPECIAL TERMS AND CONDITIONS

- 4.64.1 Second hand Equipment: Any proposed equipment's shall be new and no second-hand equipment shall be accepted. Occurrence of such an event, will amount to mischief and fraudulence and the Bidder shall be liable for penal action which may be to the extent of termination of contract and forfeiture of PBG.
- 4.64.2 Acceptance Test: A Testing Committee shall be constituted comprising of officers duly authorized by the TENDERER and/or any third-party agency appointed by it. The acceptance tests shall be carried at each site by the committee.

4.65 FINAL ACCEPTANCE TEST (FAT)

- 4.65.1 The Equipment shall be deemed to be commissioned, subject to successful FAT. Availability of all the defined services shall be verified. The Successful bidder shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP for each site.
- 4.65.2 The FAT for the ANPR, RLVD applications shall only be considered done when the minimum accuracy percentage as mentioned in the Scope of work is met by the said systems during the FAT.
- 4.65.3 The discovery of the equipment on EMS/NMS/VMS tool would be part of FAT.
- 4.65.4 All documentation as defined should be completed before the final acceptance test.
- 4.65.5 On successful completion of the final acceptance and on satisfaction of the TENDERER with the working of the system, the acceptance certificate signed by TENDERER will be issued to the Successful bidder.
- 4.65.6 The date on which final acceptance certificate is issued shall be deemed to be date of successful commission of the equipment. Any delay by the Successful bidder in commissioning of equipment's shall render the Successful bidder liable to the imposition of appropriate liquidated damages.

4.66 DELAY IN IMPLEMENTATION

- 4.66.1 The timeline for implementation of entire Project including Hardware procurement, installation, commissioning and successful **FAT is 120 Days** from the date of signing of the contract. The Successful bidder is expected to convene kick-off meeting within 15 days of award of contract.
- 4.66.2 Successful Implementation shall be certified by the TENDERER or its designated agency after carrying out Final acceptance test as mentioned earlier.
- 4.66.3 If the Successful bidder fails to comply with the time schedule, the Successful bidder shall be liable to pay penalty as mentioned in Section-5 of RFP/Bid document.
- 4.66.4 The delay due to force majeure situation shall be excluded from the calculation of delay.

4.67 SLA MONITORING

- 4.67.1 TENDERER may engage third party audit agency or designate any agency/team for SLA management and monitoring. This third-party audit agency shall monitor the SLA parameters and generate reports on regular basis. The TENDERER reserves the right to periodically change the measurement points and methodologies used.
- 4.67.2 The Successful bidder shall establish an Enterprise/Network Management System for monitoring and measurement of the SLA parameters prescribed as per this RFP/contract document.

4.68 EXIT MANAGEMENT

4.68.1 Purpose

- a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of the TENDERER, any third party appointed by the

TENDERER and in case of the Successful bidder, the sub-contractors, carry out their respective obligations set out in this Exit Management Clause.

- b) The exit management period starts 3 months before the expiry of contract or in case of termination of contract, the date on which the notice of termination is sent to the Successful bidder.
- c) The exit management period ends on the date agreed upon by the TENDERER or one year after the beginning of the exit management period, whichever is earlier.
- d) The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.
- e) Before the expiry of the exit management period, the Successful bidder shall deliver to TENDERER or its nominated agencies all new or up-dated materials from the categories set out in point 4.42 above, and shall not retain any copies thereof, except that the Successful bidder shall be permitted to retain one copy of such materials for archival purposes only.

69.1 **Cooperation and Provision of Information**

a) ***During the exit management period:***

- (i) The Successful bidder will allow the TENDERER or any third party appointed by the TENDERER, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the TENDERER or any third party appointed by the TENDERER to assess the existing services being delivered;
- (ii) Promptly on reasonable request by the TENDERER or any third party appointed by the TENDERER, the Successful bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the "Contract", the Project Plan, SLA and Scope of Work, relating to any material aspect of the services. The TENDERER or any third party appointed by the TENDERER shall be entitled to copy all such information. Such information shall be limited to the details pertaining to the scope under the contract. The successful bidder shall permit the TENDERER or any third party appointed by the TENDERER to have reasonable access to its employees and facilities as reasonably required by the TENDERER or any third party appointed by the TENDERER to understand the methods of delivery of the services employed by the Successful bidder and to assist appropriate knowledge transfer.
- (iii) Before the end of exit management period, the Successful bidder will ensure a successful trial run of Network administration, Facility management including helpdesk management etc. by the TENDERER or by any third party appointed by the TENDERER.

4.68.2 **Confidential Information, Security and Data**

- (i) The Successful bidder will promptly, on the commencement of the exit management period, supply to the TENDERER or any third party appointed by TENDERER the following:

- a.) Information relating to the current services rendered and performance data relating to the performance of sub-contractors/ bandwidth providers in relation to the services.
 - b.) Documentation related to Intellectual Property Rights.
 - c.) All confidential information related to the TENDERER.
 - d.) Documentation relating to sub-contractors.
 - e.) All current and updated TENDERER's data as is reasonably required by the TENDERER or any third party appointed by the TENDERER for purposes of transitioning the services to the TENDERER or any third party appointed by the TENDERER, in a format prescribed by the TENDERER or any third party appointed by the TENDERER.
 - f.) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the TENDERER or any third party appointed by the TENDERER, to carry out due diligence in order to transition the provision of the Services to the TENDERER or any third party appointed by the TENDERER, (as the case may be).
- (ii) Before the expiry of the exit management period, the Successful bidder shall deliver to the TENDERER or any third party appointed by the TENDERER all new or up-dated materials from the categories set out above and shall not retain any copies thereof.
 - (iii) Before the expiry of the exit management period, unless otherwise provided under the "Contract", the TENDERER or any third party appointed by the TENDERER shall deliver to the Successful bidder all forms of "Successful bidder's" confidential information which is in the possession or control of the TENDERER or any third party appointed by the TENDERER.

4.68.3 **Right of Access to Premises**

- (i) At any time during the exit management period, where Assets are located at the Successful bidder's premises, the Successful bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the TENDERER or any third party appointed by the TENDERER in order to take stock of the Assets.
- (ii) The Successful bidder shall also give the TENDERER or any third party appointed by the TENDERER, right of reasonable access to its premises and shall procure the TENDERER or any third party appointed by the TENDERER, rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the "Contract" as is reasonably necessary to migrate the services to the TENDERER or any third party appointed by the TENDERER.

4.68.4 **General Obligations of the Successful bidder**

- (i) The Successful bidder shall provide all such information as may reasonably be necessary to bring into effect seamless handover as practicable in the circumstances

- to the TENDERER or any third party appointed by the TENDERER and which the Successful bidder has in its possession or control at any time during the exit management period.
- (ii) For the purposes of this Clause, anything in the possession or control of any Successful bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the Successful bidder.
 - (iii) The Successful bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

4.69 INDEMNITY

Successful Bidder will defend and/or settle any claims against the TENDERER that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

4.70 RISK PURCHASE

The TENDERER on identifying any material breach of contract by Bidder, shall give Bidder a cure period of 90 days to correct the breach. If Bidder fails to cure the breach in the said time duration and accept its inability to correct, the TENDERER may terminate the part of the contract that is breached and employ a third party to do the work on behalf of the TENDERER. Bidder shall not be liable for any compensation for the work executed this way. Bidder shall execute the balance part of work as agreed under the contract.

4.71 APPROVALS / CLEARANCES

- 4.71.1 Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Bidder, in case if any assistance is required from the TENDERER the same shall be extended accordingly after due consideration.
- 4.71.2 Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes are to be obtained by the Bidder.
- 4.71.3 Necessary approvals / clearances, from concerned authorities (like Nagarpalikas, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the bidder for to meet the system requirements. However, the TENDERER will help in getting such grants and approvals from the concerned government departments.

4.72 PROJECT IMPLEMENTATION

- 4.72.1 The TENDERER or its designated agency will be responsible for project monitoring and all inspection, installation, commissioning and acceptance of work will be undertaken by

- them. All Invoices, Vouchers, Bills for supplied goods and services by the Service Provider under the scope of the work will be verified measured and accepted by such designated agency, for release of payment.
- 4.72.2 As part of implementation the successful bidder shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity, if any, there on should also be clearly indicated.
- 4.72.3 The successful bidder will implement the project strictly as per the plan approved by the TENDERER. The successful bidder shall install and implement the proposed system at such locations as may be selected by the TENDERER as per the implementation schedule defined in this RFP. The successful bidder will have to complete provisional Acceptance Test of the equipment to the satisfaction of the TENDERER. This period may be extended depending upon the fulfilment of Conditions Precedent.
- 4.72.4 The successful bidder shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to the TENDERER and its user organizations in implementing the proposed system applications. The TENDERER at any time during the currency of the Agreement should have access to the proposed sites.
- 4.72.5 The successful bidder shall arrange to obtain all statutory permission (If any) at no cost to the TENDERER.
- 4.72.6 The successful bidder may have to work during Holidays and Sundays, according to the urgency of work. The Service Provider will obtain such permission on his own in consultation with the TENDERER. It will be the responsibility of the Service Provider to co-ordinate with all other stakeholders working with the TENDERER in order to obtain NOC required to execute the job.
- 4.72.7 The successful bidder shall not disturb or damage the existing network of communication. If in case any damage to the network is done, the same shall be corrected with no extra cost. The agency shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
- 4.72.8 In case of the material/solution supplied and installed is rejected owing to its non-conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
- 4.72.9 Any damage caused to the property of the TENDERER while executing the job shall be solely responsibility of successful bidder's. In case any damage to the property is caused, the same will be recovered from the successful bidder. No extra cost shall be paid to the successful bidder for such reasons.
- 4.72.10 The successful bidder shall have to furnish the documentation of the work undertaken in consultation with the TENDERER representative. 3 sets of such documentation should be provided before the issue of completion certificate.
- 4.72.11 It is a turnkey project. The successful bidder shall be fully responsible for implementing the Project in totality and should include the items and their prices, if not included in Schedule of Requirement to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- 4.72.12 In the event of the delay in delivery of contracted services or services is not satisfactory

the TENDERER may procure goods/ services from elsewhere as prescribed in bid and successful bidder shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the successful bidder.

- 4.72.13 The TENDERER or its representatives reserves the right to visit any working site of the successful bidder with prior intimation. The concerned successful bidder has to make necessary arrangements for the same.
- 4.72.14 The successful bidder shall be responsible and take required insurance for all of their representatives working on the site at their own cost. The TENDERER will not be responsible for any loss or damage to any of the representatives of the successful bidder during the said contract.
- 4.72.15 All work shall be performed and executed by the successful bidder in strict conformity with the engineer-in-charge / representative from the TENDERER and any relative instruction issued to the Service Provider by the TENDERER from time to time.
- 4.72.16 The TENDERER shall associate few engineers / technicians during installation and commissioning work. The successful bidder shall ensure proper participation of the nominated personnel from the TENDERER and train them on the related system.
- 4.72.17 The successful bidder, will have to coordinate with the various stakeholders and Operators engaged with the TENDERER for execution of the Project for timely completion & commissioning of sites.

4.73 THIRD PARTY AGENCY

The TENDERER may appoint a Third-Party Agency, which would monitor the project during implementation, commissioning and operation. The Third-Party Agency will also conduct Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of each proposed site. Third Party Agency will verify the services provided by the successful bidder under the Agreement. The successful bidder will have to coordinate and co-operate with such Third-Party Agency.

4.74 PROVISION OF SPACE / UTILITIES

- 4.74.1 Necessary Raw electrical AC power supply at every site will be provided by the TENDERER.
- 4.74.2 The TENDERER may decide at its discretion to change the location of sites during implementation or after implementation but during the Agreement period. The services shall be operational within a period of 15 days from the date the said request is made by the TENDERER.
- 4.74.3 The TENDERER shall reimburse the actual cost of relocation incurred by the successful bidder as verified by the its designated Agency.
- 4.74.4 The entry and exit to the site for the equipment and personnel of the successful bidder shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.
- 4.74.5 The TENDERER shall allow or obtain the required permission to enable the successful bidder employees or its authorized personnel to enter in the premises where the Services are provided for related activities. This shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

SECTION: 5

Price Bid

Price Bid

Amount in INR

1.1 Commercial Bid Format 1.1.1 Summary of Cost Components

Schedule G: Summary of All Cost Components

Sr.	Description	Total Amount without Taxes	Total Taxes Amount	Total Amount with Taxes
		S1	S2	S=S1+S2
1	Total Cost of Schedule - A [Central IT Infrastructure-Hardware & Associated Equipment CAPEX Cost with 3 years warranty]			
2	Total Cost of Schedule – B [Central IT Infrastructure-Software Licensing Cost]			
3	Total Cost of Schedule - C [End Point Infrastructure CAPEX Cost with 3 years warranty]			
4	Total Cost of Schedule - D [Central Infrastructure Hardware & Associated Equipment AMC Cost for 4th and 5th year]			
5	Total Cost of Schedule - E [End Point Infrastructure AMC Cost for 4th and 5th year]			
6	Total Cost of Schedule - F [Operations & Maintenance Support Team cost for 5 years]			
Grand Total in Rs.				

Note: Above table will be used for Commercial Bid evaluation (L1 position) purpose.

Schedule A: Central IT Infrastructure-Hardware & Associated Equipment CAPEX Cost with 3 years warranty

Sr	Item	UOM	Qty.	One-time Supply Cost including 3 years Warranty Period	VAT / CST		Total Supply Cost	Service cost **	Service Tax		Total Service Cost	Total Cost (Without taxes)	Total Cost
					Rate (in %)	Amount			Rate (in %)	Amount			
	Hardware (the cost*) Refer Note-1		Q	A	B	C= AxBxQ/100	D= (AxQ +C)	E	F	I = QxExF/100	H= QxE+I+D	I= (A+E) xQ	J = D+H
1	Sizing, Supply, Installation, Testing and Commissioning of Server & Rack/Chassis Solution (including Operating System) with Server load balancer	Lump-sum	1										
2	CCC Networking Infrastructure along with UTM	Lump-sum	1										
3	Electrical Distribution system with Power backup solution- UPS (2x20 KVA with 4 hours battery backup)	Lump-sum	1										

Schedule A: Central IT Infrastructure-Hardware & Associated Equipment CAPEX Cost with 3 years warranty

Sr	Item	UOM	Qty.	One-time Supply Cost including 3 years Warranty Period	VAT / CST		Total Supply Cost	Service cost **	Service Tax		Total Service Cost	Total Cost (Without taxes)	Total Cost
					Rate (in %)	Amount			Rate (in %)	Amount			
	Hardware		Q	A	B	C= A*B/100	D= A+C	E	F	I = D*F/100	H= C+I	I= (A+E)	J= D+H
4	Supply, Installation, testing and Commissioning of Video Wall Solution - 55" LED Segment in 5x3 arrangement as per Specification with Video Wall management software at CCC	Lump-sum	1										
5	Supply, Installation, testing and Commissioning of Video Wall Solution - 55" LED Segment in 5X3 arrangement as per Specification with Video Wall management software at Municipal	Lump-sum	1										

Schedule A: Central IT Infrastructure-Hardware & Associated Equipment CAPEX Cost with 3 years warranty

Sr	Item	UOM	Qty.	One-time Supply Cost including 3 years Warranty Period	VAT / CST		Total Supply Cost	Service cost **	Service Tax		Total Service Cost	Total Cost (Without taxes)	Total Cost
					Rate (in %)	Amount			Rate (in %)	Amount			
	Hardware		Q	A	B	C=	D=	E	F	I =	H=	I=	J =
	Commissioner office.												
6	Fire Alarm, Fire Control and Fire Extinguisher solution	Lump-sum	1										
7	CCC Access Control System as per specification	Lump-sum	1										
8	Storage - NAS Solution	Lump-sum	1										
9	Workstations (3 monitors, CPU, Mouse, Keyboard	Sets	6										

Schedule A: Central IT Infrastructure-Hardware & Associated Equipment CAPEX Cost with 3 years warranty

Sr	Item	UOM	Qty.	One-time Supply Cost including 3 years Warranty Period	VAT / CST		Total Supply Cost	Service cost **	Service Tax		Total Service Cost	Total Cost (Without taxes)	Total Cost
					Rate (in %)	Amount			Rate (in %)	Amount			
	Hardware		Q	A	B	C=	D=	E	F	I =	H=	I=	J =
	etc.)												
10	High End Network Colour Laser Printer with 1 lac monthly print	Nos.	1										
11	ANPR,RLVD, E-challan (Automated and Manual) system with required Hardware and software with Accessories	Lump-sum	1										
12	CCTV Solution for Indoor surveillance	Lump-sum	1										
13	Air-conditioning Solution	Lump-sum	1										

Schedule A: Central IT Infrastructure-Hardware & Associated Equipment CAPEX Cost with 3 years warranty

Sr	Item	UOM	Qty.	One-time Supply Cost including 3 years Warranty Period	VAT / CST		Total Supply Cost	Service cost **	Service Tax		Total Service Cost	Total Cost (Without taxes)	Total Cost
					Rate (in %)	Amount			Rate (in %)	Amount			
	Hardware		Q	A	B	C=	D=	E	F	I =	H=	I=	J =
14	Wi-Fi Controller with AAA, WIPS and WIDS	Nos.	1										
15	Any Other IT Infrastructure (#)	Lump-sum	1										

- * Hardware cost shall include hardware sizing, supply, installation, testing, commissioning of the above components, with 3 years warranty post Go-live.
- ** Service cost includes cost of all services to complete the scope of work including, but not limited to, Transportation, Insurance, Installation, Testing, commissioning etc.
- (# Please provide complete details and BoQ with make and model, of such "Any other item" along with Technical Proposal.

Note-1 Bidder shall provide complete breakup of all the line items with commercial after award of the contract.

Schedule B: Central IT Infrastructure- Software Licensing Cost for 5 years

Sr.	Item	UOM	Qty.	Basic Rate	Total Cost (Excluding Taxes)	VAT/CST		Service Tax		Total Taxes	Total Amount with Taxes
						Rate (in %)	Amount	Rate (in%)	Amount		
						C	D =B*C/100	E	F=(B+D)xE/100		
			Q	A	B=QxA					G=D+F	H=B+G
1	VMS Software for 1000 Cameras	Lump sum	1								
2	CCC Software for 2000 smart objects	Lump sum	1								
3	EMS /NMS with 2000 Objects	Lump sum	1								
4	Video Analytics - 20 Cameras	Lump sum	1								
5	Antivirus Solution	Lump sum	1								
6	Backup Solution	Lump sum	1								
Total →											

Schedule C: End Point Infrastructure CAPEX Cost with 3 years warranty

Sr.	Item	UOM	Qty.	One-time Supply Cost including 3 years Warranty Period	VAT / CST		Total Supply Cost	Service cost **	Service Tax		Total Service Cost	Total Cost (Without taxes)	Total Cost (with taxes)
					Rate (in %)	Amount			Rate in %	Amount			
	Hardware (the cost*)		Q	A	B	$C = A \times B \times Q / 100$	$D = (A \times Q + C)$	E	F	$G = ExQ/100$	$H = (ExQ) + G$	$I = (A+E) \times Q$	$J = D + H$
1	IP Camera (Type A): RLVD (5MP context) with IR illuminator as per specification with allied accessories and installation materials	Nos	56										
2	IP Camera (Type A): ANPR(2MP) along with IR illuminator as per specification with allied accessories and installation materials	Nos	112										

3	360° camera along with allied accessories and installation materials	Nos	27										
4	180° camera along with allied accessories and installation materials	Nos	5										
5	IP Camera Type B: Fixed Surveillance camera along with allied accessories and installation materials	Nos	542										
6	IP Camera Type C: PTZ Camera along with allied accessories and installation materials	Nos	219										
7	Display Boards (2 mtrs x3 mtrs) with mounting/installation	Nos	20										
8	Outdoor Wi-Fi Access Point	Nos	250										
9	IOT based Environmental Sensors along with allied accessories and installation materials	Nos	50										

10	Gantry	Nos	52									
11	Poles/I-Poles along with allied accessories and installation materials	Nos	559									
12	Junction box with L2 with PoE Switches	Nos	230									
13	1 KVA UPS at Junctions	Nos	230									
14	Data Cabling	Mtrs	1,03,000									
15	Power Cabling	Mtrs	63,000									
Total --->												

* Hardware cost shall include hardware supply, installation, testing, commissioning of the above components, with 3 years warranty post Go-live.

** Service cost includes cost of all services to complete the scope of work including, but not limited to, Transportation, Insurance, Installation, Testing, commissioning etc.

Schedule D: Central Infrastructure Hardware & Associated Equipment AMC Cost post completion of warranty period for 4th and 5th year

Sr.	Item	UOM	Qty.	Service cost **	Service Tax		Total Service Cost	Total Cost
					Rate	Amount		
			Q	A	B	C=AxBxQ	D=AxQ	E=C+D
1	AMC of Server & Rack/Chassis Solution (including Operating System) with Server load balancer	per annum	2					
2	AMC of CCC Networking Solution along with UTM	per annum	2					
3	AMC of Electrical Distribution system with Power backup solution(UPS- 2x20 KVA) with 4 Hours backup for complete CCC Infrastructure	per annum	2					
4	AMC of Video Wall Solution - 55" LED Segment in 5x3 arrangement as per Specification with Video Wall management software at CCC	per annum	2					
5	AMC of Video Wall Solution - 55" LED Segment in 5X3 arrangement as per Specification with Video Wall management software at Municipal Commissioner office.	per annum	2					
6	AMC of Fire Alarm, Fire Control and Fire Extinguisher solution	per annum	2					
7	AMC of CCC Access Control System	per annum	2					
8	AMC of Storage - NAS Solution	per annum	2					

9	AMC of Workstations (3 monitors, CPU, Mouse, Keyboard etc.)	per annum	2					
10	AMC of High End Network Colour Laser Printer with 1 lac monthly print	per annum	2					
11	AMC of ANPR,RLVD, E-challan (Automated and Manual) system with required Hardware and software with Accessories	per annum	2					
12	AMC of CCTV Solution for Indoor surveillance	per annum	2					
13	AMC of Air-conditioning Solution	per annum	2					
14	AMC of Wi-Fi Controller with AAA, WIPS and WIDS	per annum	2					
15	AMC of Any Other IT Infrastructure (#)	per annum	2					
TOTAL								

Note-1 Bidder shall provide complete breakup of all the line items with commercial after award of the contract.

Schedule E: End Point Infrastructure AMC Cost post completion of warranty period for 4th and 5th year

Sr.	Item	UOM	Qty.	Service cost **	Service Tax		Total Service Cost	Total Cost
					Rate	Amount		
			Q	A	B	C=AxBxQ	D=AxQ	E=C+D
1	AMC of IP Camera (Type A): RLVD (5MP context) with IR illuminator as per specification with allied accessories and installation materials	Per equipment for 2 years	56					
2	AMC of IP Camera (Type A): ANPR(2MP) along with IR illuminator as per specification with allied accessories and installation materials	Per equipment for 2 years	112					
3	AMC of 360° camera along with allied accessories and installation materials	Per equipment for 2 years	27					
4	AMC of 180° camera along with allied accessories and installation materials	Per equipment for 2 years	5					
5	AMC of IP Camera Type B: Fixed Surveillance camera along with allied accessories and installation materials	Per equipment for 2 years	542					
6	AMC of IP Camera Type C: PTZ Camera along with allied accessories and installation materials	Per equipment for 2 years	219					
7	AMC of Display Boards with mounting/installation	Per equipment for 2 years	20					

8	AMC of Outdoor Wi-Fi Access Point	Per equipment for 2 years	250					
9	AMC of IOT based Environmental Sensors along with allied accessories and installation materials	Per equipment for 2 years	50					
10	AMC of Junction box with L2 with PoE Switches	Per Junction switch for 2 years	230					
12	AMC of 1 KVA UPS at Junctions	Per UPS for 2 years	230					
TOTAL								

Schedule F: Operations & Maintenance Support Team cost for 5 years

Sr.	Item	UOM	Qty.	Unit Rate	Total Amount without Taxes	Service Tax		Total Amount with Taxes
						Rate	Amount	
			Q	A	B=A*Q	C	D=(C*B/100)	E=B+D
A	Support Manpower Cost for 1st Year							
1	Deployment of Support Manpower post commissioning for 1 st year as per Manpower defined in Tender document.							
1.1	Nodal officer/ Project Manager- Operations	Man-month	12					
1.2	Network Engineer	Man-month	12					
1.3	Storage and Backup Engineer	Man-month	12					
1.4	Security Engineer	Man-month	12					
1.5	CCTV expert	Man-month	12					
	Total Support Manpower Cost for 1st Year							
B	Support Manpower Cost for 2nd Year							
1	Deployment of Support Manpower post commissioning for 2 nd years as per Manpower defined in Tender document.							
1.1	Nodal officer/ Project Manager- Operations	Man-month	12					
1.2	Network Engineer	Man-month	12					
1.3	Storage and Backup Engineer	Man-month	12					
1.4	Security Engineer	Man-month	12					
1.5	CCTV expert	Man-month	12					
	Total Support Manpower Cost for 2nd Year							
C	Support Manpower Cost for 3rd Year							
1	Deployment of Support Manpower post commissioning for 3 rd year as per Manpower defined in Tender document.							

1.1	Nodal officer/ Project Manager- Operations	Man-month	12					
1.2	Network Engineer	Man-month	12					
1.3	Storage and Backup Engineer	Man-month	12					
1.4	Security Engineer	Man-month	12					
1.5	CCTV expert	Man-month	12					
Total Support Manpower Cost for 3rd Year								
D	Support Manpower Cost for 4th Year							
1	Deployment of Support Manpower post commissioning for 4 th years as per Manpower defined in Tender document.							
1.1	Nodal officer/ Project Manager- Operations	Man-month	12					
1.2	Network Engineer	Man-month	12					
1.3	Storage and Backup Engineer	Man-month	12					
1.4	Security Engineer	Man-month	12					
1.5	CCTV expert	Man-month	12					
Total Support Manpower Cost for 4th Year								
E	Support Manpower Cost for 5th Year							
1	Deployment of Support Manpower post commissioning for 5 th years as per Manpower defined in Tender document.							
1.1	Nodal officer/ Project Manager- Operations	Man-month	12					
1.2	Network Engineer	Man-month	12					
1.3	Storage and Backup Engineer	Man-month	12					
1.4	Security Engineer	Man-month	12					
1.5	CCTV expert	Man-month	12					
Total Support Manpower Cost for 5th Year								
Total in Rs.								



Note:

1. All the above-mentioned line items should comply to Technical specifications and Scope of work including all applicable Licenses, Cables and Accessories, Installation, Commissioning and Configuration with 5 Year Warranty and onsite Support.
2. L1 will be the lowest sum total of rates of all line items for both the schedule without taxes.
3. Above mentioned quantities are indicative and for evaluation purpose only, actual quantities may vary at the time of placing the order.
4. The bidder along with the price bid will also have to submit a detailed priced BoM with all the part codes of all the items that may be required under this project.
5. Bidder needs to upload detailed break-up of Schedule II separately.