UJJAIN SMART CITY LIMITED, UJJAIN

REQUEST FOR PROPOSAL

for

Selection of System Integrator to Design, Implement, Operate and Maintain Smart Solutions for Public Buses and Municipal Vehicles in Ujjain (Tender Call No. 2)

NIT No. 16

RFP Publication Date: 03-Aug-2017

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NOTICE INVITING TENDER (SECOND CALL)

NIT No: USCL/16   Date: 03-Aug-2017

Ujjain Smart City Limited invites proposal from reputed organization for "Selection of System Integrator to Design, Implement, Operate and Maintain Smart Solutions for Public Buses and Municipal Vehicles in Ujjain". Interested firms may submit their proposals on e-procurement portal i.e. www.mpeproc.gov.in as per below mentioned details:

1.	Tender document Fee	☐ 5,000 (Rupees Five Thousand Only) non-refundable (through Online e-Tendering Payment Gateway only)
2.	Earnest Money Deposit	Earnest Money Deposit of Rs. 5,00,000 (Rupees Five Lakhs only) (through online only)
3.	Last date to send in requests for clarifications on the tender	Pre-Bid Queries shall be sent to ujjainsmartcity@gmail.com as per format attached in *this RFP* before the pre-bid meeting date.
4.	Time, Date and Venue for Pre- Bid Conference	03:00 PM, 10-Aug-2017 Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
5.	Last date for Purchase of Tender	04-Sep-2017 upto 17:00
6.	Bid (Technical and Commercial) Submission End Date (Online)	04-Sep-2017 upto 17:30
7.	Technical Bid Submission End Date (Physical)	05-Sep2017 upto 17:30 PM
8.	Technical bids opening time, date and Venue	05-Sep-2017 after 17:30 PM Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
9.	Opening of commercial bid	Tentatively on 11-Sep-2017 after 15:00.

Executive Director
Ujjain Smart City Limited

Disclaimer

The information contained in this Request for Proposals document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the USCL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the USCL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the USCL in relation to the service contract. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the USCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The USCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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.

The USCL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The USCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the USCL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Service Contract and the USCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the USCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the USCL shall not be liable in any manner whatsoever for the same or for any other costs or other

expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Abbreviations / Acronyms

ABBREVIATION/ ACRONYM	DESCRIPTION
AFCS	Automatic Fare Collection System
AVLS	Automatic Vehicle Location System
BDC	Bus Driver Console
BoM	Bill of Material
BoQ	Bill of Quantity
CCC	Control Command Centre
CAPEX	Capital Expenditure
CCTV	Closed Circuit Television
EMD	Earnest Money Deposit
ETA/ D	Estimated Time of Arrival/ Departure
GIS	Geographic Information System
GOI	Government of India
GoMP	Government of Madhya Pradesh
GPRS	General packet radio service
GPS	Global Positioning System
GRE	Generic Routing Encapsulation
GSM	Global System for Mobile
GUI	Graphical User Interface
HTML	Hyper Text Mark-up Language
HTTP	Hyper Text Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
ICT	Information Communication and Technology
INR	Indian Rupees
ITS	Intelligent Transport System
ISI	Indian Standards Institute
ISO	International Organization for Standardization
ISO/IEC	International Organization for Standardization/International Electro technical Commission
ISP	Internet Service Provider
KPI	Key Performance Indicator
LAN	Local Area Network
LCD	Liquid Crystal Display
LED	Light Emitting Diode
MIS	Management Information System
NFC	Near Field Communication
NOC	Network Operating Centre
O&M	Operation and Maintenance
OBITS	On Bus Intelligent Transportation System
OTP	One Time Password
PBG	Performance Bank Guarantee
PDF	Portable Document Format

ABBREVIATION/ ACRONYM	DESCRIPTION
PIS	Passenger Information System
POA	Power of Attorney
QCBS	Quality and Cost Based Selection
RFP	Request For Proposal
RFID	Radio-frequency identification
SI	System Integrator
SLA	Service Level Agreement
SCU	Service Control Unit
UAT	User Acceptance Testing
UMC	Ujjain Municipal Corporation
UCTSL	Ujjain City Transport Services Limited
USCL	Ujjain Smart City Limited
VMS	Video Monitoring Management System
VPN	Virtual Private Network
VTMS	Vehicle Tracking and Management System
WAN	Wide Area Network
Wi-Fi	Wireless Fidelity
WLAN	Wireless Local Area Network
XML	Extensible Mark-up Language

1 Project Overview

1.1 Background

Ujjain city has been selected in round-2 of smart cities challenge to implement the Smart Cities Mission (SCM). Ujjain Smart City Proposal (SCP) has secured third rank in second round cities. The area based development (ABD) proposal spreads across a total area of 1023 acres in Mahakal region, having a population of 87,766 which is almost 17% of the total population of Ujjain city. An area of about 756.7 acres is proposed to be retrofitted with smart features/infrastructure and 266.25 acres is proposed to be redeveloped with zonal/layout/building level smart features/infrastructure in accordance with SCP and SCM guidelines.

The pan-city proposal includes Ujjain City Management & Information Dissemination (UMID) System. UMID is a comprehensive ICT (Information Communication Technology) based system, which will incorporate smart and efficient management modules for traffic, waste, safety & security in initial phase. It will integrate existing deployed ICT modules & will aggregates all future ICT-enabled interventions to be implemented in a phased manner.

As per the SCP, the estimated project cost for smart city projects is about Rs. 2318.1 crores (could be more or less during planning, design and implementation phase). The estimated project cost of ABD component and pan-city component is about Rs. 1868.9 crores and Rs 307.2 crores respectively; Rs 142 Cr for A&OE (Administrative and Office Expense) and Interest during construction period.

For the purpose of implementing the Smart Cities project, Ujjain Smart City Limited (USCL) (the "Authority"), a Special Purpose Vehicle (SPV) for Ujjain Smart City Project has been incorporated as a company under the Companies Act, 2013. USCL would receive funds from Government of India and Government of Madhya Pradesh (GoMP) for the development of Ujjain as smart city. USCL intends to apply part of this fund for the said services contract.

1.2 Project Overview

This project aims at equipping the municipal vehicles with GPS enabled devices combining with a citizen-friendly mobile application to track real-time movement of these vehicles and organize the process further to optimize their operational efficiency for better public service.

1.3 Objective of the proposed system

The successful bidder shall Design, Develop, Implement, Operate and Maintain Smart Solutions for improving Public Mobility and tracking of municipal vehicles in Ujjain and support the Software, Hardware, Network Infrastructure, Connectivity for a minimum period of three (3) years from the day of commercial launch of the project. UCTSL through USCL desires to implement the system which will enable the organization to monitor its activities with:

a) Vehicle Tracking and Management System (VTMS) with Global Positioning System (GPS),
b) Passenger Information System (PIS) ,
c) Android and iPhone based Mobile app
d) Departmental Control Centre and Data Centre

2   Instruction to Bidders

2.1   General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider must form their own Conclusions about the consulting services required. Service Provider and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.

- All information supplied by Service Provider may be treated as contractually binding on the Service Provider, on successful award of the assignment by the USCL on the basis of this TENDER.

- 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 the USCL. Any notification of preferred bidder status by the USCL shall not give rise to any enforceable rights by the Service Provider. The USCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the USCL.

- This TENDER supersedes and replaces any previous public documentation & Communications, and Service Provider should place no reliance on such communications.

- USCL reserves the right to revise the timelines for submission of bid or issue any clarification/corrigendum as deemed necessary

- Consortium is allowed in this bid

- Service Provider is required to adhere to the conditions mentioned in RFP.

- USCL Encourage Start-ups who are willing to setup their foot in Ujjain to participate in this tender.

- The intellectual property for any works developed, including but not limited to Design, Drawings, Software, Work methods, etc. developed as a result of this contract shall be the property of the USCL / UCTSL.

2.2   Compliant Tenders / Completeness of Response

Service Providers are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Service Provider must:

- Comply with all requirements as set out within this TENDER.
- Include all supporting documentations specified in this TENDER
- Key Requirement of the Bid

2.3   Right to Terminate the Process

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

This TENDER does not constitute an offer by USCL. The bidder's participation in this process may result in USCLselecting the bidder to engage towards execution of the contract.

2.4   Tender Fees

Tender documents can be downloaded from website www.mpeproc.gov.in. However, the tender document of only those bidder shall be acceptable who have made online payment for the tender documents fee of Rs. 5,000/- (Rupees Five Thousand only) + processing fee as applicable (non-refundable) to be paid online through the eProcurement portal (website www.mpeproc.gov.in), without which bids will not be accepted.

Service and gateway charges shall be borne by the bidders.

2.5   Earnest Money Deposit (EMD)

EMD of requisite amount needs to be submitted by the Service Provider in the form of online payment through e-procurement portal using credit/debit cards, NeFT/RTGS.

EMD of all unsuccessful Service Provider would be refunded by USCL within 60 Days of signing of contract with the successful bidder.

EMD amount is interest free and will be refunded to the unsuccessful bidders without any accrued interest on it.

The EMD may be forfeited:

- If a Service Provider withdraws its bid during the period of bid validity.

- In case of a successful Service Provider, if the bidder fails to sign the contract in accordance with this TENDER.

2.6   Bid & Correspondence Submission

The bidders are expected to submit their offers in two parts namely, "Technical Bid" and "Commercial Bid" through online submission only and in the format given in this document.

In order to obtain any first-hand information on the proposed project and the local conditions, Bidders are encouraged to study the ground conditions present and make themselves aware of any situations related to the project.

2.7   Pre Bid Meeting

USCL shall hold a Pre-Bid Meeting (PBM) scheduled as per *NIT* of this RFP. In this meeting, USCL would address the clarifications sought by the prospective bidders with regard to the RFP document and the project. The bidders

would be required to submit their queries to USCL by e-mail on or before schedule specified in as per *NIT* of this RFP.

Bidders who have downloaded the RFP document are invited to attend the PBM even they do not have any specific queries. These bidders would be required to register for the PBM at USCL.

The minutes of the PBM shall be circulated to all the participants of the meeting who choose to share their e-mail addresses and also will be posted at the website. No extension to any deadline referred to in this document will be granted on the basis or grounds that USCL should respond to any queries to provide any clarification.

The clarification offered at the Pre-Bid meeting will be recorded and the corrigendum/addendum issued will form part of the tender document. Prospective Bidders alone will be allowed for the meeting along with the authorization letter / e-mail from their organization.

Pre-Bid Queries – Tender No – Tender Name:					
Bidder Name (Organization) and Address		Mobile No.			
Representative Name		e-mail ID			
S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested
1.					
2.					

The queries should also be submitted in an Excel / CSV file with one row containing exactly one query / suggestion complete in all respects, to the e-mail address provided. Bidders are requested to ensure that no sensitive information is transmitted to the Authority through the pre-bid queries and that the Authority may publish any or all of the queries received, in whichever format they may be,

The queries not adhering to the above mentioned format shall not be responded to. USCL will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in *NIT* of this RFP. Bidders are requested not to communicate any sensitive information in the pre-bid queries as copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Tender Documents and will be uploaded in the website.

2.8   Proposal Preparation Costs

The Service Provider shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by UCTSL / USCL to facilitate the evaluation process, and

in negotiating a definitive contract or all such activities related to the bid process. USCL / UCTSL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.9 Language

The Proposal should be filled by the Service Provider in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.10 Evaluation Process

USCL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the USCL shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Proposal Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criterions and requirements specified in his TENDER.

2.11 Pre-Qualification Evaluation Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the USCL for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document else the bids shall be summarily rejected.

The invitation to bid is open to all bidders who qualify the eligibility / pre-qualification criteria as given below:

#	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The Bidder(s) should be "entity / entities" registered under an appropriate act of parliament or laws of state legislature in India. In case of a consortium, maximum three members in a consortium are allowed, excluding the Lead Bidder.	A valid copy of "Certificate of Registration" from Government Authorities including "name change certificate" (if any). MOU for Consortium highlighting the Lead Bidder, broad scope of work and agreement to enter into

#	Basic Requirement	Specific Requirements	Documents Required
			Consortium Agreement in case of award of work.
2.	GST Registration	The Bidder(S) should hold valid GST Registration	Copy of the GST Registration Certificate.
3.	Turnover	The Sole Bidder or the Lead Member of consortium should have average annual Turnover of □ 3 Crore for last 3 audited financial years.	Certificate from the Statutory Auditor
4.	Certification	The Bidder (if consortium, then Lead Bidder) should be an ISO 9001:2008 or later certified IT company.	Copy of a Valid Certificate should be submitted

5.	Experience	The Bidder (If Consortium then Lead Bidder) must have experience in designing, development, implementation & maintenance of Vehicle Tracking Management Solution (VTMS) with online monitoring systems for
		    - Single work order / contract of minimum 100 vehicles.
		    - two work orders / contracts of at least 60 vehicles each
		for a Government/private organization within the last 3 years as on date of bid submission
			Copy of Contract / Work Order / Completion Certificate, etc.

6.	Blacklisting	The Sole Bidder or Lead Member or any member of its consortium should not have blacklisted by Central/State Government/PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Undertaking by the authorized signatory.

Bidders are requested to ascertain that they meet ALL OF THE PRE-QUALIFICATION CRITERIA and submit necessary proofs regarding the same.

2.12 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 150 days from the date of opening of Tender.

2.13 Non Responsive Proposal

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, If Proposals;

- Are not submitted in as specified in the TENDER document.
- Received without the Letter of Authorization (Power of Attorney).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.

- Submitted without the documents requested in the checklist.
- Have non-compliance of any of the clauses stipulated in the TENDER.
- With lesser validity period.

All responsive Bids will be considered for further processing as below-

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.

2.14 Modification and withdrawal of Bids

The Service Provider is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the USCL.

Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

2.15 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Service Provider 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 required information.

For all other cases, the Service Provider shall design a form to hold the required information.

USCL shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

2.16 Opening of Proposal

An online opening of the Technical Proposals will be conducted as followed. The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in

Sequence of online Bid is as follows:

- EMD
- Technical
- Commercial
- Deciding Award of Contract

The USCL reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Service Provider on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Service Provider shall furnish the required information to USCL and its appointed representative on the date asked for, at no cost to the USCL. The USCL may at its discretion, visit the office of the Service Provider any-time before the signing of Agreement.

USCL shall inform those Service Provider whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals shall not be opened. USCL shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals online.

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USCL shall inform those Service Providers whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the issue of LoA by USCL.

After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with USCL.

2.17 Execution of Agreement

After acknowledgement of the LoA by the selected Service Provider, a performance security of 5% of minimum contract value has to be deposited in the form of Bank Guarantee / Demand Draft / Banker's Cheque /Fixed deposit of any nationalized /Scheduled bank in the name of The Executive Director, USCL, till the completion of the project and shall sign the Agreement with in Twenty one days from the issue of LoA.

2.18 Duration of Contract

The duration of the contract awarded through this tender document shall be 3 years 4 months (ThreeYearsFour Months) from data of signing of the agreement. There are two phases of this contract – 1st Phase for Go Live in which complete establishment is to be done, and then 2nd phase for 3 years for regular operations, after successful Go Live.

2.19 Local Conditions

Each Service Provider is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

The Service Provider is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The USCL shall not entertain any request for clarification from the Bidder regarding such local conditions.

It is the Service Provider's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the USCL. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the USCL on account of failure of the Bidder to know the local laws / conditions.

2.20 Proprietary Data

All documents, reports and other information provided by USCL or submitted by the Service Provider to UCTSL shall remain or become the property of the USCL/UCTSL. The Service Provider, as the case may be, are to treat all information as strictly confidential. USCL will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service Provider to USCL in relation to the project shall be the property of USCL.

However, the Service Provider shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. The Service Provider shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Service Provider do not use or disclose USCL confidential or pre-existing proprietary information.

2.21 Evaluation Procedure and Criteria

The USCL will examine the bids in three phases.

a. Evaluation of Bid Qualification

USCL will carry out evaluation of the Eligibility Criteria and confirm through the documents submitted whether the bidder (If Consortium then Lead Bidder) meets the Eligibility Criteria or not. On successful qualification, the bidder will become eligible for being considered for further evaluation.

Selection of the bidder for the Project will be on Least Cost Selection (LCS) method. Qualified bidders would have to score a minimum of 80% in technical evaluation in order to qualify for financial opening of the submitted bids.

b. Technical Evaluation of Bids

The Technical capability of the bidder will be evaluated as per the criteria mentioned below to determine the technical score of the Bidder:

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
1	ORGANIZATIONAL STRENGTH		27	
1.1	Average Annual turnover in last 3 years (Turnover in Rs Crores)	• Between 3.0 Crore & 10 Crore (including both) (Marks: 10) • Greater than 10 Crore (Marks: 15)	15	Copy of Certificate from the Chartered Accountant
1.2	Full-time professional (Technical/Engineering, Managerial, Other required professionals) staff engaged in Similar projects (Number of Staff)	• Between 20 &100 (including both)(Marks: 10) • Greater than 100 (Marks: 12)	12	A self-certification from authorized signatory/ authorized HR Department official of the bidder.
2	RELEVANT PAST EXPERIENCE		48	
2.1	No. of similar ITMS/ ITS /AVLS/VTMS/ PIS Projects for Government organizations / PSUs in India. Or any other reputed organization. Such project should have been performed during the last three	• 1 Project (Marks: 10) • 2 or more Projects (Marks: 12)	12	Copy of contract / Work Order / Completion Certificate / Client certificate highlighting the scope of the work.

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
	years.			
2.2	Software Platform Expertise – Experience of developing/ implementing/ upgrading web based software for government of India/ State Government /PSU in India. Such project should have been performed during the last three years. Project value should be at least Rs. 10 Lacs each.	• 1 Project (Marks: 10) • 2 or more Projects (Marks: 12)	12	Copy of contract / Work Order / Completion Certificate / Client certificate highlighting the scope of the work.
2.3	Organizations which have experience of installing GPS / GPRS units in at least 100 vehicles in a single contract in the past three years.	• 1 Project (Marks: 10) • 2 or more Projects (Marks: 12)	12	Copy of contract / Work Order / Completion Certificate / Client certificate highlighting the scope of the work.
2.4	Organizations who have implemented mobile apps on any mobile platforms for Vehicle tracking / locating System / Citizens App related to ITMS or similar type of work. Such project should have been performed during the last three years.	• 1 Project (Marks: 10) • 2 or more Projects (Marks: 12)	12	Copy of contract / Work Order / Completion Certificate / Client certificate highlighting the scope of the work.
3	ENHANCEMENT TO THE SPECIFICATIONS		15	
3.1	Additional GPS Devices supplied	0.25 marks for each additional device consented to be supplied by the Bidder	2	Confirmation by the bidder
3.2	Deployment of Multi-Screen Control Centre	1 mark for each additional screen / TV proposed to be integrated.	3	Confirmation by the bidder
3.3	In Bus Passenger Information System as per specifications	0.5 mark for each additional in-bus passenger information system	3	Confirmation by the bidder
3.5	Other innovative / new /		5	Documentation submitted –

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
	updated specifications, etc.			comparative evaluation.
4	APPROACH & METHODOLOGY		10	
4.1	Detailed Approach		4	
4.2	Work Plan		2	
4.3	Training Plan (availability of new training methods, etc.)		2	
4.4	Innovative ideas in project execution		2	
		Total Marks	100	

The bidders should score minimum 80% (should score minimum 80 out of 100 marks) in the technical evaluation to qualify for opening of Commercial Bids. USCL's evaluation in this regard shall be final and binding on the Bidder. USCLmay at its sole discretion, waiver any minor informality or nonconformity or irregularity in a Bid document, which does not constitute a material deviation provided such a waiver does not prejudice or affect the relative ranking of any bidder.

   c. **Evaluation of Commercial Bids**

The Bidder with LOWEST TOTAL COST will be declared as the preferred bidder.

In determining the lowest evaluated price, the following factors shall be considered, namely:-
   - The quoted price shall be corrected for arithmetical errors;
   - In case of discrepancy between the prices quoted in words and in figures, the price mentioned in words will be considered;
   - Adjustments to the price quoted shall be made for deviations in the commercial conditions such as the delivery schedules and minor variations in the payment terms which are quantifiable but deemed to be non-material in the context of the particular Bid;
   - The evaluation shall include all central duties such as customs duty and central excise duty inclusive of local levies as a part of the price.

3   Scope of Work

The overall scope of the implementation will consist of supply, design / development/ customization, testing, installation and commission of select componentscovering buses and other municipal vehicles in the city. UCTSL and UMC intend to introduce ITS facilities and the purpose of this Request for Proposal (RFP) is to seek the services of a reputed firm who would:

- Conduct Requirement Analysis, Design, Develop, Test, Supply and Implement various components of the ITS.
- Size, Procure, Supply, Install, Commission, Configure, Test, Integrate and Implement all the required hardware and software for the project
- Manage, Maintain and Support all the Hardware and Software supplied and installed for a complete contractual period of Five Years on Supply and Operation Model basis.
- Train the UCTSL, UMC and other employees on usage of various ITS components.
- Set up cloud based / alternate data centre and provide cloud based data service to fulfil the ITS requirement for 3 years.
- Provide required communication sub system including procurement & installation of SIM cards on-bus tracking units and pay the charges for the required GPRS/GSM communication, for the entire O&M period of five years.
- Supply, installation, customization and commissioning of Vehicle tracking application for buses and other municipal / other vehicles. Integrate the already installed GPS in other existing municipal vehicle
- Integration of ITS components with Central Control Centre (CCC) application and Android application for 3 years whenever required.
- Comprehensive warranty of all hardware and software during the contract period
- Complete implementation and making the project successful by running it for warranty, support and maintenance period of 3 years.
- Create and provision open APIs for integration of the solution with Ujjain Smart City Integrated Control and Command Centre (ICCC) whenever required. As in future all the operations of the city will be monitored from City Integrated Control and Command Centre, hence its integration to share all kinds of data and sensor feeds is important. It is integral part of the scope of the System Integrator to ensure connectivity and operationalizing of this component with the ICCC.
- Create and provide API's along with parameter list and documentation. These API's shall be defined in collaboration with the Client.
- USCL / UCTSL intends to provide bus passes, cards, etc. in future and hence the web portal should have provisions for Pass application, Cards top-up using credit/debit/net banking facility.

3.1   Detailed Scope of Work

The main tasks/works to be performed by the successful bidder and their responsibilities are as given below, which are indicative but not exhaustive:

a) Vehicle Tracking and Monitoring System (VTMS)
b) Passenger Information System
c) Departmental Control Centre and Data CEntre
d) Web and Mobile Applications related to the above.

All the above components are inter-related and hence are required to work in sync with each other. A brief of these components are discussed as below.

3.1.1 Vehicle Tracking and Monitoring System (VTMS)

It is a requirement to track the following categories of vehicles:

(1) Municipal Buses

(2) Other Municipal Vehicles, including but not limited to SWM vehicles, Fire vehicles, Dumpers, Trippers, etc. (currently approximately 140, likely to increase)

(3) Other vehicles (e-Rickshaws and other private vehicles) based on the use of GPS systems available in smart-phones.

Some of the above vehicles have previously installed GPS / GPRS instruments and it will be a requirement of the System Integrator to ensure that these are integrated with the solution developed, without the need to purchase additional devices. However, for the vehicles where GPS / GPRS equipment is not available, procurement of devices as per standards mentioned is required.

The software shall be offered using a web based solution that utilizes high resolution digital map e.g. Google Map or similar to show real-time position of the vehicles. The detail of the map to be procured by the bidder should be provided to USCL. The software shall provide map based tracking and transit route line based tracking of vehicles by the control centre. The software is expected to have enterprise capabilities which enables multiple user type to be enabled to carry out various functions like, Alarm Management, Vehicle Schedule Tracking, Speed Management, Stoppage management, Route replays, vehicle tracking dashboard etc. as a standard functionality. The software shall enable control centre management staff quick decision making capability, which shall be achieved by providing graphical tools for visualization. The software shall enable UCTSL and UMC to drill and analyse information and online data in a multi-dimensional manner. Comprehensive analysis and reporting capabilities are expected to be part of the application delivery which matches the world standard capabilities of AVLS / VTMS systems.

The software should have capability of multi-screen based tracking system, so as to enable quick analyse and have a better insight into operational data of all activities within the system. The solution developed / deployed should be scalable to support at least 1,000 vehicles and upto 150 Bus Stops. In addition, unlimited number of geo-tagged locations grouped by various categories should be supported by the solution. The solution proposed should also assist in integration with other smart city initiatives, for instance, Surveillance, Traffic management, etc. and this initiative should support works considering citizen as the centre of activities.

In addition, the software solution developed shall be required to integrate the information provided by GPS from the existing municipal vehicles, numbering approximately 154, which are from different vendors.

The software should also have the provision of tracking (potentially unlimited number) of e-rickshaw vehicles and other public transport vehicles (ex. Auto, Cycle Rickshaw and other classes of vehicles, doctors, etc.), on whom tracking may be performed using their smart-phones.

Figure 1: VTMS & PIS System Architecture
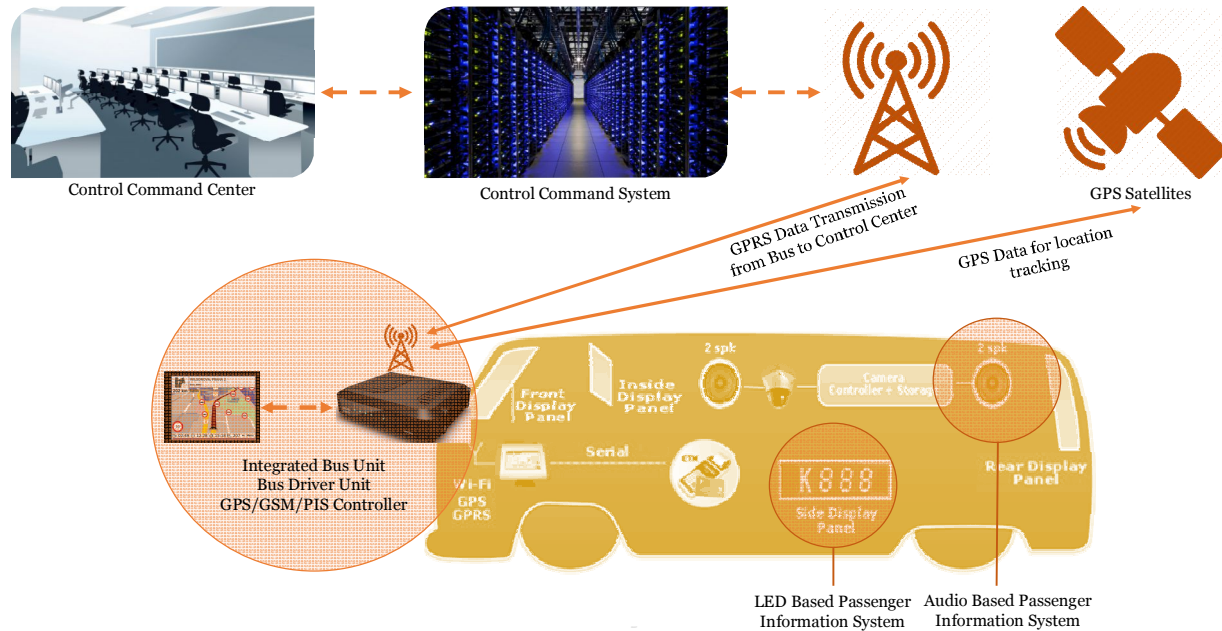
Since the software shall be a web based software, it should be able to run on a Video Wall / Control Centre and it should have the provision of feeds available to multiple users and locations based on secure authentication. The video generated should be customized to the requirements of USCL / UMC.

In the near future, UMC may go in for an RFID based door to door collection system, whereby additional tracking mechanisms may be introduced for SWM vehicles. Bidders may be required to provide for appropriate reporting and matching of this data.

Even though the use cases to be performed as per this RFP are limited, prospective Bidders need to ensure that multiple other use cases shall be added in the future. Some of them would be tracking of vehicles related to Disaster Management, Geo-location of hospitals, etc. and waste segregation tracking. These are required to be appropriately considered when designing the solution.

3.1.2   Passenger Information System (PIS)

The PIS shall include all the components that are directed towards passengers. "Passengers" & "Commuters" in this context would also mean the commuters, prospective commuters who enquire about the UCTSL services; people who arrive at the bus stands to receive passengers. The terms passenger and commuter is used interchangeably. This sub-system should work on the data provided by the AVLS / VTMS.

a) ETA/ D in real time application will be developed by the vendor by consulting all the stakeholders, including UCTSL and users. This real time information should be available through SMS / Internet / Mobile App / LED Boards installed at Bus Stands including information regarding incidents/ cancellation/ delays.

b) Real Time Information on the internet and SMS will be provided on Demand. SMS, and Internet based real time information should enable commuters to plan their trips in advance and make informed choices about their travel by bus.

c) Real Information through SMS will be user defined and friendly including bus stop name, service type, route number, time of arrival at the very minimum. UCTSL will be responsible for SMS, SMS gateway charges. The Bidder shall be responsible to integrate with the SMS gateway.

d) Vendor shall ensure smooth coordination and integration for the above.

e) The PIS should have the capability of tracking vehicles based on their location, etc.

f) An extension to the Passenger Information System should be provided to citizens to track other categories of vehicles and their ETA's, for instance, location and estimated time of SWM vehicles.

g) It is a requirement that the solution developed be integrated with commercially available Display Boards, which are proposed to be installed at Bus Stations / Bus Stands and in-Vehicle Passenger Information Systems.

3.1.3 Control Centre (CC) and Data Centre (DC)

Linking the AVLS / VTMS with the officials of the city and other monitoring and controlling personnel shall be an established Control Centre along with a Data Centre to ensure appropriate storage of information generated by this system.

Control Centre will act as a live hub to manage and monitor service related data which will be viewable through a centralized web application. Activities at the control centre will comprise of monitoring services, incident management with defined escalation procedures, activities to include monitoring health of all components (hardware, software etc.) of ITS project through automatic check system. UCTSL / USCL / UMC personnel will be trained to oversee the Control Centre by the vendor. DC will receive transactional data from on board devices applications into servers and Decision Support/ Business Intelligence (BI) Applications respectively to generate alerts and reports on revenue and operational parameters.

a) The Control Centre of UCTSL is to be located at UCTSL / USCL premises. It will be the responsibility of bidder to set up the control centre in the allotted area. The control centre should be designed to seat at least 5 people. Approximately 150 sq. ft. space will be made available to the System Integrator.

b) It needs to be ensured that the Control Centre and software and other applications are built on an open architecture and support sharing of the feeds / application to the Command and Control Centre (CCC) will be built.

c) The Data Centre (DC) may be set up either at above mentioned UCTSL location or may be hosted at any location within India. DC must be a minimum Tier-III level Data Centre guaranteeing 99.982% availability and uptime equipped with dual-powered IT equipment, sufficient cooling accommodation for collocating servers, multiple Internet links, common servers, storage with high availability etc.

d) Disaster Recovery (DR) Centre may be located at any suitable, secured Physical/Cloud based Data Centre located within India.

e) Control Centre (CC) and Data Centre (DC) set up including all connectivity, hardware & software will be the responsibility of vendor.

f) The CC shall have sufficient seating space for technical persons. Vendor will train the UCTSL / UMC staff for using the systems and appoint personnel for trouble-shooting activities and a supervisor for the General.

g) Raw electricity space for Data Centre (if hosted in UCTSL location) and CC shall be provided by UCTSL. Everything else including furniture, air conditioner, backup power, all connectivity, other civil works etc. will be responsibility of the vendor.

h) Control Centre (CC) and Data Centre should have secured based access system and maintain a log of in/outs.

i) All applications should be accessible from the CC. The work stations should be web-enabled, provide for appropriate User Access (Role based, Read only/ Read write) and other security controls.

j) Solution & Technical Architecture of Data Centre & Command Centre will be provided by the vendor which includes IT hardware such as servers, storage, networking, UPS, etc. and all system software including Operating systems, firewall, antivirus, etc. The vendor should seek confirmation from UCTSL / USCL / UMC before installation and commissioning of the Solutions, Technical Architecture and Equipment's at DC and CCC.

k) The Bidders have a choice to implement the solution in a Cloud environment instead of a hosted command centre / control room. The same should be clearly mentioned in the technical proposal.

l) Maintenance free earthing to ensure ground to neutral voltage of less than 2 volts. The earthing system shall be integrated with electricity system provided.. No equipment should be installed / connected without proper earthing. Electrical works should be carried out in a professional standard and appropriately sealed. Raw power shall be supplied by the Client. Bidder is required to provide for appropriate power regulators, voltage stabilizer, etc.to protect the equipment installed by them.

3.1.4 Web and Mobile application

The applications developed shall be of paramount importance and these will provide

i. Mobile Applications for Citizens

    a. For PIS related to Buses
        i. Be able to provide bus routes and schedule information.
        ii. Be able to plan a trip, including multiple routes on different buses.
        iii. Provide a panic button, which should directly relay the information to the control centre – monitor as well as a direct message to the operator. Details should include citizen details, vehicle details, etc. Upon selecting the panic button, video and audio recording should be started immediately on the mobile device, and the location should be tracked on a real time basis, with inputs provided to the Control Centre.

iv. Information about the buses, search and view bus schedules on various routes and deliver ETA based on their real time location. System shall show the time table of the buses, fare structure etc.

b. For Information related to SWM and other Vehicles
  i. Allow citizens to track the nearest Bin,
  ii. Track the vehicle information collecting garbage in the vicinity of the citizen, including meta-data and real time status of the vehicle.
  iii. Allow tracking of other types of vehicles working in the vicinity – e-Rickshaw, etc.
  iv. Allow citizens / officials to track various categories of vehicles and other moveable and non-moveable objects. For instance, when the GPS are fitted on Emergency (Ambulance) vehicles, citizen should have the facility to track the location and estimated time of arrival of the vehicle.
  v. Specific application may need to be developed to assist in calling for and tracking emergency vehicles, including health and fire vehicles.

ii. Mobile Applications for Officials – CC

a. Provide officials to ensure appropriate monitoring and performance of vehicles, when they are not able to be physically present in the CC / CCC. Specific consideration should be provide to tracking and control operations on a small screen.

iii. Mobile Applications for e-Rickshaw Operators
  a. A separate component of the App (within the same or another App) should be developed to integrate the e-Rickshaws in the city). Some of the key features of the app would be:
    i. Handle registration life cycle for e-Rickshaw operators – Registration, Approval, Operations and De-Registration.
    ii. E-Rickshaw operators should be able to make their rickshaws visible and invisible. Public should only be able to see details of visible rickshaws in the vicinity (vicinity to be defined in conjunction with the client).
    iii. Assist citizens in finding out locations of nearby e-rickshaws.
    iv. Provide demographic information related to the e-rickshaw, including driver contact number, name, etc.

iv. Mobile Applications for Drivers / Operators and Cleaners of Buses / Municipal Vehicles / Other vehicles to enable them to find out their route schedules, time delays, performance, etc.

v. Mobile Applications for stakeholders to meet the requirements as set forth in the RFP.

The following general requirements are required to be adhered to ensure the best in class web portal and mobile applications are developed:

i. Be able to work on low internet bandwidth (2G connections)
ii. Should support at least the previous three major Android releases.

iii. Provide location details and route to the location identified. USCL / USCTCL in conjunction with the System Integrator will identify the Meta data (types of locations / points of interests) and provide latitude / longitude details for the same that must be immediately published to the app.

iv. OpenAPI Standards based development, and ensure integration with other solutions developed, especially since the Integrated Command and Control Centre shall be operationalized in the city soon. The System Integrator would be required to provide the integration with the 'to be established' Command and Control Centre.

v. Since all development is expected to be on Open standards, System Integrator will also be required to provide integration support for any other GPS / GPRS initiative executed by USCL / UMC, including but not limited to tracking of vehicles, bikes, geo-tagged shelters, places, locations, etc.

vi. Latest Web Guidelines by Government of India

vii. Latest Accessibility Guidelines by Government of India / W3CG

viii. Security Standards Compliance to be demonstrated by ensuring a Security Audit Certificate is procured from a CERT-IN empanelled vendor. Vendor is required to do an annual re-certification before the expiry of 1 year and in between in case changes are made to the software.

ix. Use of latest visualization tools and techniques to ensure UI / UX is best of the class.

x. The solution developed should support revenue generation (in the form of online advertisements, etc.) and all proceeds of such advertisement revenue shall belong to the client.

xi. The time lag between the location acquisition (through GPS, etc.) and when it reaches the end consumer should not be more than 10 seconds. In case of CC / CCC, it should not be more than 5 seconds.

xii. Selected Bidder shall develop a web portal covering all the requirements mentioned in this RFP, which shall be linked to the existing Municipal Corporation Portal to access route information, route schedule, real time information about seat availability in bus etc. by commuters. This information must be accessible using WAP enabled mobile phones also.

The Mobile App should be developed in such a way that multiple other applications can be integrated to the App. During the contract period, the System Integrator will be required to integrate all other apps developed into the "umbrella app" developed as a result of this contract. All rights to the application shall belong with the Client.

3.1.5 Others

i. The System Integrator is expected to Procure, Supply, Install, and Commission and Maintain all necessary hardware, software and other items required during the complete project / contract period as mentioned in the RFP document.

ii. Training Details:
   a) The System Integrator is required to provide training to employees of UCTSL and UMC on application related operations of the applicants & reports generation etc.
   b) The successful bidder shall conduct all trainings at UCTSL / UMC / USCL Premises.
   c) Training should be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in both Hindi & English and training manuals (in both languages) should be provided.

iii. All hardware & software procured should be from authorized OEMs with license, support and warranty for the complete project/contract period.

iv.   UCTSL shall provide required data as per the requirement of the System Integrators (SI) of solution for further processing of data and reports.

v.   Hand over all the project assets/material to UCTSL& UMC in working & operational condition at the end of the project duration.

vi.   The System Integrator should provide location wise complete Bill of Material (BoM) with detailed specifications to be procured and installed at UCTSL / UMC / USCL. These assets should match with this list of BoM at the time of transferring of project assets due to completion/abandon of the project.

vii.   The System Integrator shall procure and provide the minimum quantity of all the hardware, software etc. as mentioned as per the minimum indicative BoM and setup all these items at respective places of working. The items & quantities mentioned is minimum for this project, but it is the sole responsibility of the successful bidder to perform the appropriate sizing of all required items to make this project successful and meet out the SLA requirements.

viii.   It will be the responsibility of the System Integrator to get insurance of all the equipment supplied and installed at various locations/ inside vehicles for security purpose. Bidders are expected to adequately insure themselves and the client from all aspects related to this project.

ix.   The System Integrator should:
   e) Keep a watch on the health of the system to ensure minimum downtime of each of the component/equipment.
   f) Keep sufficient reserve stock of hardware devices deployed at zone. Maintain and upgrade the software components of the system.
   g) Conduct preventive maintenance in a scheduled manner and during off-peak hours
   h) Conduct corrective maintenance within stipulated time period as defined in Service Level Agreement (SLA).

x.   When the Command and Control Centre (CCC) is setup, the System Integrator should provide all assistance and support in ensuring Integration of all the components with the Central Control Centre (CCC) established at UCTS / USCL, in which Monitoring & all other works related to operations, monitoring, maintenance and support should be carried out.

xi.   The maps, etc. procured under this contract and the data developed (geo-tagging of locations, etc.) are required for form a part of integrated and comprehensive GIS solution, which will be developed in the near future by USCL / UMC.

3.2   Minimum MIS Reports required from the System

It is expected that a state of the art application shall be developed integrating the various components, including application, web site / portal, mobile apps, etc. and all of these would be seamlessly linked. The following includes a minimum of the MIS requirements. Detailed MIS reports shall be confirmed by the System Integrator during the Design phase.

Functionality	Requirements
Different Analytical, Revenue Management and Alert reports (Through Data received from legacy Revenue Collection System)	Generation of exception reports like deviation from schedule route, timing, Missing Bus stops, Punctuality factor etc. based on captured vehicle data
Speed Log	Calculation of the actual distance (in Kilometres) travelled by the vehicle, using the map

Functionality	Requirements
Stoppage Log / Geo-tagged location log	Real-time Reports:
Summary Report Day Wise	Speed Log
Summary Report Vehicle Wise	Stoppage Log
Performance Day Wise, Week Wise, Monthly	Summary Report Day Wise
	Summary Report Vehicle Wise
Performance Vehicle Wise	Performance Day Wise
Monthly Performance	Performance Vehicle Wise
	Engine On-Off tracking
Calculation of the actual distance (in Kilometres) travelled by the vehicle using the digitized map.	Real-time Alerts:
	Fleet Summary
	Vehicle Status
Depot Report	Speed Violation
Deviation from schedule route or timing	Trip Miss alerts
Schedule Adherence Reports	Real-time application data delivery for PIS
	Bin Clearing Report (Which Bins are not cleared in X number of days)
	Statistics: Monthly Performance

The reports shall be of the following categories:

1. Scheduled Reports: These reports should be generated by the system automatically and should be available as e-mail / SMS / web based reports to the authorized distribution list.

2. Ad-hoc repots: Ad-hoc reports should be generated based on a particular request by an official.

3.3 Approach

A standardised approach (SDLC, Waterfall, etc.) is required to be adopted in implementing the overall solution. The key simplified stages of this approach would be as follows:

1. Design:

   a. Solution Design / SRS should present the detailed study of existing and proposed system, screen-mock ups, and integration requirements, amongst others.

2. Implementation:

   a. Immediately after the design, the implementation phase should be executed and all features of the solution identified in the RFP, Proposal and Design should be converted to a robust working system.

   b. While in the case of web portal / mobile app, it is expected that majority of the requirements shall be captured during the design phase, Bidders should ensure that

constant and regular feedback is taken from the client and the same addressed in their application.

3. Roll out / Go Live

    a. Upon successful development and integration of all the components of the solution, a Go Live certificate should be obtained from the client. The client will provide this upon its satisfaction as to the components being installed / implemented. This should also include a 7 day dry run period with live reports being generated from the system and the apps / website are in full operational mode.

    b. During this time, the System Integrator should also close any minor or other identified issues and provide the security audit certificate.

All documentation produced for this project should be of high quality. Bidders are required to note that they may also be requested to prepare / provide marketing and other documents, including presentations, etc. related to this assignment in both English and Hindi and should have appropriate personnel resources to deliver them.

3.4   Technical Specifications

The following technical specifications provided are the minimum technical specifications that are required to be met. **Bidders are encouraged to provide better specifications.**

If during the implementation, it is found that some technical specification could not be met and the bidder proposes to provide alternate mechanisms to meet the requirement, the Additional commissioner UMC &ED–USCLshall be the deciding authority on the matter and shall take appropriate decisions, including reducing the financial amounts payable to the Vendor.

3.4.1   Passenger Information System

While the provision of hardware related to Passenger information System (LED Display boards (for Bus and Bus Stops)) is not in scope of this contract, the System Integrator is required to ensure that any future purchase of the hardware should not require additional software updates to enable the Passenger Information System to function. The given specification may be used for future procurement of Display Boards. However, the software features should be made available on web browser and mobile.

3.4.1.1 Usability/Functionality/Capability
  i.   All drivers related interfaces (input/output/feedback) for PIS must be provided on System Control Unit (SCU) & Bus Driver Console (BDC)
        a) The route programming file to be uploaded on SCU
        b) Route selection function is to be provided on BDC
        c) All driver related route information to be displayed on BDC

  ii.   Amber coloured, alphanumeric with graphic capability
  iii. In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions
  iv.   Viewing distance

a) Front, side and rear signs 50 meters minimum, for single line text, in day and night.
b) Inner 15 meters minimum, for single line text in day and night.

v. Display Characteristics
    a) Fixed, scrolling and flashing mode (with fixed route number, upto 6 characters, on front, side and rear signs).
    b) Capability to show customized graphics.
    c) Two lines English /one line local language.
    d) Total display height should accommodate two lines in English language and the Individual heights of each line should be adjustable to enable one line to be larger/smaller than the second line. However during next stop announcement only single line text is required
    e) It should be possible to display, concurrently, different messages on each of the signs (front, rear, side and inner).
    f) It should be able to display special signs like signs 'PWD enable bus', 'ladies special', etc.

vi. Signs should have ability to retain the last message displayed in the memory of the sign even in the event of power failure and without the message being reloaded from SCU. Test will be performed by disconnecting the SCU from the sign and power to the sign will be switched 'off' and 'on' to see if the Last message is retained and displayed.

vii. Display and voice announcement in English and Hindi using Microsoft fonts (or any other as specified in tender).

viii. The system should have a programming capability as under
    a) Minimum 75 routes UP and DOWN (150 numbers of destinations) on front, side and rear signs.
    b) GPS triggered next stop display on Inner sign with synchronized voice announcement for minimum 75 stops on each route. (Tagging of locations / stations / stops / depots, etc.)
    c) The inner sign should be able to display and announce upto three languages, one after the other in sequence. For example make display and announcement in English, then followed by Hindi for benefit of the passengers. Display and announcements should be possible "before arrival" of the bus at the bus stop, "on arrival" of the bus at bus stop and "after departure" of the bus from the bus stop.
    d) In event of GPS failure the above functionality should be possible through manual intervention on BDC.
    e) Display driver and conductor ID once in between the stops on Inner sign
    f) Inner sign should be able to display text and customized graphics and announce upto pre-recorded messages by driver selecting 1~9 on BDC display panel of the controller.
    g) Display customized graphics plus synchronized voice announcement –preferably location based in case of Million plus population cities
    h) Functionality of Display 'clock'-GPS based or 'Default Messages' on Inner sign
    i) Emergency 'stop' request function- by pressing an emergency switch placed anywhere in the bus the inner sign should display 'stop' message and buzzer located near the driver makes the sound alerting the driver to stop the bus.

ix. Two way communication with central control centre (CCC) via SCU
    a) It should be possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office

b) It should be possible to transmit adhoc messages (English) from back office to internal sign.

c) Back office should be able to check, via SCU, the version of firmware loaded on the signs.

x. Additionally the software should have a feature for tracking of SWM Bins and other locations. The solution should allow a vehicle / route to be tracked on meeting geo-tagged locations.

xi. Sign should be able to store 'diagnostic trouble codes' (DTC)' and data should be retrievable through SCU.

3.4.1.2 Other specifications of Destination signs

i. Display size
   a) Front minimum 200x1800 mm –one
   b) Rear and side: minimum 200x900 mm-one each
   c) Inner : minimum100x800 mm –one
   d) For Articulated buses 1 front, 2 inner, 2 side sign and one rear will be employed.
   e) For mini and midi buses one sign in front of size minimum 200X900 mm and one inner sign minimum100x800 mm

ii. Pitch
   a) Front- maximum. H 13.4 mm x V14.1 mm (maximum H10.5 mm x V 14.1mm for mini/midi buses)
   b) Side and rear maximum. H10.5 mm x V 14.1mm
   c) Inner 8 x 8 mm maximum

iii. LED and display quality front, side and rear signs
   a) Amber coloured LED, dominant wave length 591~595nm (colour matched and bin graded).
   b) UV resistant, diffused lens 4 mm (minimum) or 'SMT PLCC2 standard package'
   c) Wide viewing angle 120^0 horizontal & 60^0 Vertical
   d) Ensure enhanced readability with full clarity on scrolls and long life usage by incorporating non multiplexed system (constant current drive circuit) with typical LED Intensity 400~700 mCd at If =20 mA, alternatively multiplexed design (maximum 4:1) with typical LED intensity 950~1150 mCd at 20 ma

iv. Structure
   a) Front ,side and rear signs : light weight structure with toughened glass fixed with UV resistant adhesive in front
   b) Inner sign: light weight structure with poly glass /acrylic/toughened glass.
   c) Electronic devices used to be 'automotive grade' rated for temperature -15^0C to $+80^0$C (so as to meet specified tests with conformal coated PCB boards
   d) Power to signs shall be supplied through bus multiplex wiring system

3.4.2 Vehicle Tracking and Monitoring System (VTMS)

SCU will transmit raw GPS data ,of vehicle locations, in NMEA protocol, to back office control centre at user configurable frequency (5 seconds or less),via 3G(GSM)/GPRS, for further processing and use ,including that for signs on bus stops ,CITY BUS and bus terminals.

The requirement should integrate an online monitoring and tracking of vehicles which are to be displated on a screen overlaid on a map and geo-tagging of locations / points of interest categorized in a variety of configurations.

3.4.2.1 System Control Unit
  i.   Processor : 32/ 64 bit
  ii.   Operating system: embedded Windows/Linux with programming software
  iii. Memory : flash: 2 GB minimum, RAM 1GB minimum (RAM memory includes SCU and BDC)
  iv.   Interface : CAN 2.0, RS 485,RS 232, fast Ethernet, USB, digital outputs, digital/Analog inputs,
  v.   WLAN, audio input output,, amplified audio output
  vi.   Interface protocols :as specified elsewhere in this document
  vii. In built GPS and 3G(GSM) modules
  viii. WLAN
  ix.   Combi antenna using RG174 cable. The connectors on Combi antenna will be preferably SMA(M) ST plug type for GPS and FME(F) jack type 1/4"-36UNS-2B for 3G
  x.   In built /external two channel amplifier minimum 10 Watts rms each suitable for 4 ~8 Ohm impedance with input for external microphone
  xi.   In built ignition on-off tracking
  xii. In-built MP3 files storage/playback function.
  xiii. Power to SCU & BDC will be supplied through bus multiplexing wiring system

3.4.2.2 Bus Driver Console
  i.   Display
    a) Size 5.7" diagonal minimum
    b) Full colour graphic TFT-640 x 480 dots minimum, capable of showing minimum 20 lines in English.
    c) Viewing angle (horizontal70°/ 70° (right/left)/ (vertical) 60°/ 60° (up and down)
    d) Adjustable back lighting

  ii.   Key board :4 keys minimum

3.4.2.3 GPS Module
  i.   Tracking sensitivity :-165 dBmtyp
  ii.   Navigation sensitivity ; -148 dBmtyp
  iii. Update rate I Hz (configurable to 10 Hz)
  iv.   Time to first fix cold acquisition 35-42 seconds typ
  v.   Hot acquisition 1-2 second typ.
  vi.   Navigation accuracy 3M horizontal

3.4.2.4 3G / 4G (GSM) Module
  i.   GSM/GPRS SMT quad band and UMTS (3G / 4G)
  ii.   Temperature range -15°C to +80°C

3.4.2.5 Fitment on Vehicles
  i.   All equipment including wiring harness, antennas to be original factory equipment.
  ii.   Front, side, rear signs should be mounted with a gap with the glass so that the glass on signs and of the bus can be cleaned by swiping
  iii. All equipment should be fitted in a way to minimize unintentional damage, shielded from direct engine heat, protected from water splash and dust.

iv. All cables need to be properly anchored
v. The fitment of equipment should be made in such a manner that any unauthorized is not able to easily tamper with the device.
vi. Others:
   a) Front sign: central
   b) Rear sign: central
   c) Side sign: first window ahead of rear door (central line of sign should coincide with central line of window)
   d) Inner sign: centralize along the width of bus behind the driver's partition
   e) Speakers with protective grill : one each near the doors and others equally distributed across the length of the bus- Total no. 4
   f) SCU, recorder, amplifier : secured and ventilated compartment right above the driver
   g) BDC: ergonomically placed for driver ease
   h) Camera: as specified else where
   i) Ticketing machines - pole Mounted: as specified elsewhere
   j) Combi antenna: suitable place to define inside the bus (preferably) with direct line of view for 'affixing' the unit.

3.4.3 Desktop

S. No	Parameter	Specifications
1	CPU	Latest Generation Intel Core i5, 2.0 GHz, 8MB Cache or better ./AMD Equivalent
2	Memory	4 GB 1066 MHz DDR3 RAM with 32 GB Expandability.
3	Mother Board	Intel series or better on OEM Motherboard.
4	Monitor	21 inch LED HD Digital Colour Monitor TCO-05 certified.
5	Display	Integrated on Board Full HD resolution with 16 Million or More colours
6	Hard Disk	1 TB 7200 rpm Serial ATA HDD or higher
7	Networking Features	10/100/1000 Network Card with remote booting facility, remote system installation, Asset tracking and security management, remote wake up
8	Ports	6 USB Ports (with at least 2 in front), audio ports for microphone and headphone in front.
9	Keyboard	104 Keys, heavy-duty normal English USB keyboard, having key life of 20 million keystrokes or more (same make and colour as base CPU)
10	Mouse	2 button optical USB scroll mouse with at least 10" mouse pad
11	DVD ROM Drive	8X or better DVD RW Drive.
12	Power supply	230 watts and above Energy Star compliant Ver 5.0, ACPI compliant or more SMPS power supply, should be capable to support fully configured PC
13	Power Management	Energy star 5.0 compliant for power saving
14	Operating System	Latest version of Microsoft Windowswith latest service pack preloaded with license and recovery CD from direct named account of Microsoft with certificate of authenticity having OEM name andLinux OS
15	Bundled software	Standard bundled software pertaining to the model offered should be included in offer (Must be specified in the offer)
16	Warranty	For the complete project period

S. No	Parameter	Specifications
17	Productivity Software	Open Office
18	Antivirus	Latest ant virus with five year Upgrades / Update license
19	Certification	Windows , Linux

3.4.4 Suggestive BOQ

Given below is the minimum indicative Bill of Material of hardware & Software for ITS project. Bidders are requested to review the RFP and ensure they consider all equipment that is required to meet the terms and conditions of the RFP.

S. No.	Items	No. of Units
1.	GPS for Buses	40
2.	GPS for Other Municipal Vehicles	84
3.	Passenger Information System Displays	10
4.	Mobile Application, Website and other Required Application / Software for proposed Project	As required
5.	Control Centre and Data Centre - Minimum 55 inch LED UHD Display Board with Controller - Appropriate Hardware (Servers, etc.) or Cloud based solution. - Helpdesk & SLA Software	As required
6.	Router	1
7.	Depot Entry Level Server (Branded)	1
8.	Workstations/Desktops (Branded)	2
9.	UPS with 30 minutes Battery Backup	1
10.	LAN Switch - 8 Port	1
11.	Passive Networking Components / LAN Cabling	As required
12.	Redundant Internet Connectivity	1
13.	Others	As required

Note:

This is minimum indicative bill of material required by UCTSL / UMC & the Bidder has to submit the actual BOM over & above if needed in his response as per the bidder's technical solution.

i. Bidders are advised to propose the appropriate (equivalent or higher) number of equipment/resources as per the proposed solution to maintain SLA & uptime, the bidder should factor such cost in the bid.

ii. Bidder will be responsible for all consumables reasonably required for this project.

3.5 Deliverables, Timelines &Payment Terms

During project the Service Provider shall submit the deliverables as mentioned below as per the timelines mentioned below.

The USCL may provide multiple extensions to the Service Provider on the same terms and conditions under original agreement after completion of 3 Years 4 months.

Sr. No.	Activity	Timeline	Payment
1.	Design / SRS and Solutions Requirement Document	Within 4 Weeks	5%
2.	Project Go Live - Installation and Commissioning of all Hardware and Software, including Website and Mobile App required under scope - Training to designated UCTSL officials of pilot locations - Go live	Within 16 weeks	45%
3.	O&M - Warranty - SLA support - MIS reporting, etc.	3 years after Go Live	45% to be paid on a monthly basis
4.	Hand-over of the system		5%

3.6 Payment Terms

- Payments shall be made by USCL after obtaining a no-objection certification from UCTSL / UMC regarding the deliverables being performed to the satisfaction of UTCSL / UMC, subject to any deductions.
- Reasonable variation shall be allowed in the contract and payment terms as per the discretion of the USCL.

3.7 Reporting Structure

The Service Provider shall report to Additional Commissioner - UMC & CEO - UCTSL or a person authorized for this project by the Commissioner, Municipal Corporation Ujjain or by ED, USCL.

3.8 Facilities to be made available by the Client

USCL / UCTSL shall provide the following to the System Integrator:

- Location for setting up the Control Centre.
- Reasonable air conditioned office space with facilities like drinking water, sitting area, etc.
- Access to documentation and any other reasonable material, information, etc. required access for implementation.

3.9 Indicative Resource Requirement

The below table illustrates a minimum indicative Team for System Integrator for this project, bidder is expected to provide better and more number of personnel resources as required to meet the requirement of the RFP.

S. No.	Type of resource	Minimum qualification	Deployment

S. No.	Type of resource	Minimum qualification	Deployment
1.	Project Manager	At least 8 years of experience with relevant.	To be deployed in Ujjain for the project go live. Responsible for all co-ordination activities
2.	Trainer	Expert Trainer in the subject.	To be deployed for all training activities
3.	Support Specialist	At least (1) person available during working hours.	Full Time Deployment in Ujjain for at least 1 person. The Support Specialist should be deployed at the office of the UCTSL / USCL. Support Specialist shall submit a daily report to the Client (UCTSL / USCL) and this report should contain details of sites / vehicles visited and satisfactory comments of the clients or their representatives.
4.	Mobile Application / Software Support Specialist	At least 1 FTE (Full time Equivalent).	Updating of mobile application, gathering requirements and co-ordination with Bidders back office team for updating the application.
5.	Other Experts	As required by the bidders to execute the project.	Other experts to be deployed by the System Integrator to meet the requirements of the RFP.

The Bidder is expected to construct the appropriate team with due care and diligence so as to meet all the obligations in this RFP with a standard that is expected of a professional technology and services firm. All mentioned personnel should be available for meetings at USCL location at a short notice. Any replacement of these resources should be approved by the Client.

3.10 Service Level Agreement

- The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Service Provider to End Customer and UCTSL/ USCL for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Service Provider can be measured.

- The Service Provider and UCTSL shall maintain a monthly contact to monitor the performance of the services being provided by the Service Provider.

- The Service Provider agrees to the following SLA parameters while providing services to the customers. The SLAs shall be monitored periodically and non-adherence of these SLAs is bound to attract penalties as described in the following Clauses. However, the penalties shall be applicable only after the 2nd (Second) month of the operation of Service Provider Control Room.

- The Service Provider shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract.

- The Service Provider is required to provide minimum 99.75% overall uptime for components/services, measured quarterly.

3.10.1 Implementation Phase SLA Criteria

i. Project Timelines

ThefollowingtimelinesandSLAtermswillapplytothemilestoneswhicharetobeachieved duringimplementationof theProject.Thedeliverables for eachmilestone isdiscussedindetailinthisRFP.

A Penalty of 1% of the Total Contract Value per week or part thereof, capped at 10% of Total Contract Value, shall be charged from the System Integrator towards delay in implementation of the project during the implementation of the Project. The Penalty will be charged towards delay of key milestone which is: **Go-Live.**

This is apart from other penalties related to Operations of the assignment.

ii. Deployment of resources as proposed by the System Integrator

In case of any change in the original proposed resource, a prior approval from the USCL should be taken and only a better resource can be considered for change. USCL can approve the change of a resource if the resource has resigned or has a valid exceptional reason for change. Change of location within the same organization shall not be considered a valid reason. In all other cases, when the System Integrator insists on a change, USCL may levy a penalty of Rs. 1 lakhs per change of resource. An occurrence may be considered every two weeks till the situation is resolved. **This SLA shall be valid during the implementation and O&M phases.**

3.10.2 Operations & Maintenance - SLA Criteria

Post Go-Live a single comprehensive operations SLA to measure the System Integrator's operational efficiency shall be enforced for all the locations. This SLA shall cover the entire geographical scope taken for implementation. The following SLA may be further enhanced taking into consideration the learning & challenges faced during the implementation.

IftheSystem Integratorperformsasperthebaselinemetrics,then100%ofthe amount of the quarterly payment due will bepaidtotheSystem Integratorasperthe payment terms specified. However,if theSystem Integratorfaltersin oneormoreoftheSLAresultinginlower performanceorbreach,then penalty deduction would be appropriately levied as per table below subject to maximum penalty of 10% of quarterly payment. In case the System Integrator's penalty crosses the maximum limit of 10% of quarterly then the USCL may decide to terminate the System Integrator's contract.

S. No.	Service Level Parameters	Baseline	Breach		Basis of Measurement/ Remarks
			Metric	Deductions (%)	
1.	Average availabilityofsystem, including VTMS VTU and PIS Display	99.5%	For every 0.5% drop from Baseline measur	0.5% of Monthly Payment Due	Measuredusingthecalls logged on a daily basis.Non-availabilityofanyof theserviceswould amounttodeviation.

S. N o.	Service Level Parameters	Baseline	Breach		Basis of Measurement/ Remarks
			Metric	Deductions (%)	
			ed every day		
2.	Resolutionof Critical*calls	<8 hours	For every 1 hour or part delay thereof	0.2% of Monthly Payment Due	Faultswillbeloggedbythehelpdeskon,asandwhenale rtedbyusersbye-mail / fax / call.SLAisapplied ifSystem Integratorisfoundtohavefailedonceincaseof criticalfaultandthriceincaseofnon-criticalfault.
3.	Resolutionof Non-Critical*calls	< 24hours	For every hour >24 hours	0.01% of Monthly Payment Due	
4.	Adequacy of Training	>80% satisfaction index.	NA	NA	Satisfactionlevels measuredthrough feedbackquestionnaires circulatedtoTrainees. (Questionnaire tobefinalized bySystem IntegratorandUSCL. In case of any candidate scoring less than 80% marks the respective candidate would need to be re-trained.
5.	All vulnerabilities/non-conformance reported shall be resolved within 14 days	Resolved within 14 days	For every 1 day beyond 14 days	1% of Monthly Payment Due	Approvals have to be obtained from the department after conducting Vulnerability Assessment and Penetration Testing (VAPT) and resolving the issues raised. If multiple approval iterations are involved, then last submission date for approval will be considered for SLA imposition. This SLA is applicable per instance.
6.	Submission of Daily Report by the Support Specialist	One Report (Soft Copy in Mail as well as Hard Copy) every Day	For every Day report is not submitted	1% of monthly payment due	Report submitted to UCTSL / USCL by e-mail and in hard copy. Delay of 01 working day in submission of report is acceptable and will not count for penalty. The report prepared and submitted by the Support Specialist shall also form a basis of measurement for other SLA's and for payment for O&M.

*Critical& non-critical calls are defined below

* Penalty for SLA violation for Operations and Maintenance shall be subject to a cap of 10%. However, in exceptional cases, USCL has the right to remove this cap. Exceptional cases may include SLA violation occurring where calculated penalty is more than 25% or where despite repeated reminders, the System Integrator has not performed course correction on a valid suggestion by USCL, or on any other circumstances as may be determined during the course of the project.

Performance related calls logged pertaining to hardware and software may be classified as critical and non-critical. The threshold for various non-critical calls may be defined later pertaining to memory

utilization, response time, CPU utilization, etc. SLA for performance related calls have already been specified above. Each of instances of Quarterly Payment Due in the above table shall be referred to as 50% of the Contract value and non-meeting of SLA's shall be prorated to the number of locations in the project.

The calls logged should have two types of priorities –

1. Critical calls that lead to inability of locations / users to perform all functions pertaining to that particular location(s). Such calls will include issues with hardware, software, network, etc. Any dysfunctional hardware at any of the locations would be classified as critical, and

2. Non-critical calls that do not lead to complete disruption of services at any location(s) and there may be some work-around available.

Further, Calls related to application, hardware may be classified as calls pertaining to availability and performance which may be again classified as critical or non-critical. Availability is inversely related to downtime while performance is related to memory usage, CPU usage, etc.

In case of any dispute related to the nature of the call, whether critical or otherwise, a joint meeting shall be convened with the USCL where it would be decided if the call is / was critical. The decision of USCL shall be final.

The Successful Bidder would be required to submit an MIS detailing the number of calls received and their resolution thereof in a periodic manner.

4   Model Master Agreement

Format of the Contract to be entered between successful bidder and Ujjain Smart City Limited is given below:

This Contract is made and entered into on this ….. day of ……….. by and between

"Ujjain Smart City Limited.",
(hereinafter referred to as Client)

which expression shall include its successors, administrators, executors and assignees) on the one part

and

M/s ……………., with its Registered office at ………

referred to as the "SYSTEM INTEGRATOR" or the "SI" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

Whereas
1. Client has desired for <<RFP NAME>> for carrying out Client, IT operations conforming to specifications as set forth in the Scope of Work in the RFP issued.
2. And Whereas the SI represents that it has the necessary capabilities for carrying out the said works as referred to herein and has submitted a bid for providing the required services against Tender No………. all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Client from time to time.
3. And Whereas Client has accepted the bid of the SI and has placed Letter of Acceptance / Notification of Award vide its letter ……….. Dated…. on the SYSTEM INTEGRATOR.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

Definitions:

4. In this Contract, the following terms shall be interpreted as indicated:

"Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by Client;
"Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any registrant, or any other person who is covered within the ambit of any legislation related to Client, including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:
   •   is by its nature confidential or by the circumstances in which it is disclosed confidential; or

- is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
- but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- But does not include information which is in receiving party's possession prior to receipt from the disclosing party.
- But does not include information which is independently developed or learned by the receiving party.
- But does not include information which is disclosed by the receiving with the prior written approval of the disclosing party.

"Contract" means the Agreement entered into between the Client and the "System Integrator" as recorded in the Contract form signed by the Client and the "System Integrator" including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

"System Integrator's Representative" means the person or the persons appointed by the SI from time to time to act on its behalf for overall co-ordination, supervision and project management.

"Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.

"Effective Date" means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;

"Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;

"Kick off Meeting" means a meeting convened by the Client to discuss and finalize the work execution plan and procedures with System Integrator.

The "SI" means the company with whom the order has been placed for providing Services as specified in this tender/Contract and shall be deemed to include the System Integrator's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.

"Lead Bidder" is the entity which is mentioned in the Consortium Agreement as such and in whose favour the LOA is issued by Client.

"System Integrator's Team" means the successful Bidder who has to provide services to the Client under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved Sub-Implementation Agencies or other personnel employed or engaged either directly or indirectly by the SI for the purposes of the Contract.

"Parties" means the Client and the SI and "Party" means either of the Parties;

"Service" means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the SI covered under the Contract;

"Service Specification" means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the SI to meet the design criteria.

"Sub-System Integrator" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the Contract has been outsourced by the SI after necessary consent of Client.

"The Contract Price/Value" means the price payable to the SI under the Contract for the full and proper performance of its Contractual obligations;

Interpretation

5. In this Agreement, unless otherwise specified:
    a. wherever the term System Integrator is used, it shall mean all the members of the Consortium together, as applicable. In this Contract unless a contrary intention is evident:
    b. the clause headings are for convenient reference only and do not form part of this Contract;
    c. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
    d. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
    e. a word in the singular includes the plural and a word in the plural includes the singular;
    f. a word importing a gender includes any other gender;
    g. a reference to a person includes a partnership and a body corporate;
    h. a reference to legislation includes legislation repealing, replacing or amending that legislation;
    i. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
    j. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
    k. all measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.]

Ambiguities within Agreement

6. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
    a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
    b. as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
    c. as between any value written in numerals and that in words, the value in words shall prevail.

Priority of Documents

7. This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:
    a. This Agreement along with the SLA agreement, NDA agreement, Schedules and Annexures;
    b. Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any).

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP

Conditions Precedent

8. This Contract is subject to the fulfilment of the following conditions precedent by the System Integrator:

    a. Furnishing of an unconditional and irrevocable and continuing Bank Guarantee for Contract Performance of the sum of Rs. _____/- (10% of the total Contract value), in a form and manner acceptable to the Client which would remain valid until such time and be renewable as may be stipulated by the Client.

    b. Execution of a Deed of Indemnity

    c. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract

    d. If applicable, the Consortium Agreement should be signed between all the Consortium Members and submitted to Client.

Representations & Warranties

9. In order to convince the Client to enter into this Contract, the SI hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

    a. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

    b. That the SI has the requisite experience in providing the services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the Client for the purposes of this Contract;

    c. That the SI is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract;

    d. That the representations and warranties made by the SI in the bid or will be made in this Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Client specifies to the contrary, the SI shall be bound by all the terms of the Bid and the Contract through the term of the Contract;

    e. That the SI has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the Scope of Work stipulated in the Tender and this Contract;

    f. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits;

    g. That the SI shall use such assets of the Client as the Client may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof;

    h. That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Client indemnified in relation thereto;

    i. That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.;

    j. That all conditions precedent under the Contract has been satisfied;

    k. That neither the execution and delivery by the SI of the Contract nor the System Integrator's compliance with or performance of the terms and provisions of the Contract;

      i. will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the System Integrator;

    ii.   will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the SI is a party or by which it or any of its property or assets is bound or to which it may be subject or

    iii.   will violate any provision of the Memorandum and Articles of Association of the System Integrator;

l.   That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;

m.   That the SI owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Contract and regarding the same the SI does not, so far as the SI is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the SI is aware, none of the Intellectual Property Rights, owned or enjoyed by the SI or which the SI is licensed to use, which are material in the context of System Integrator's business and operations for the performance of this Contract are being infringed nor, so far as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned by the SI or which the SI is licensed to use) required by the SI for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Client indemnified in relation thereto;

n.   That any Intellectual Property created as a result of this Contract belongs solely to Client;

o.   That time is the essence of the Contract and hence the SI shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

p.   That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

q.   That in providing the Services or deliverables or materials, neither SI nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;

10.   The Client or its nominated agencies represent and warrant to the 'System integrator' that:

a.   it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

b.   it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c.   it has the financial standing and capacity to perform its obligations under the Agreement;

d.   it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

e.   this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

f.   the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

g. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Client or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

i. it has complied with Applicable Laws in all material respects;

j. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

k. upon the System integrator performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the System integrator, in accordance with this Agreement

Execution of Work Order

11. In the event of tender being submitted with consortium of partners, the Lead Bidder alone will be liable or responsible to the Client for due fulfilment of terms and conditions of the tender including installation, commissioning, operation, management and maintenance of the entire project.

12. The Successful Bidder should nominate and intimate Client a Project Manager specifically to handle the Work Order from Client and ensure that he fully familiarizes with the terms and conditions of the tender, scope of work, Work Order and the guidelines, and is responsible to effectively execute the Work Order complying all the terms and conditions.

13. In the event of tender being submitted with consortium of partners, the consortium cannot change its constituent partners during the execution of the work order without the express written permission from the client.

Assigning of Tender Whole or In Part

14. The System Integrator should not assign or make over the Contract, the benefit or burden thereof to any other person or persons or body corporate except declared consortium partners. They should not underlet or sublet to any person/s or body corporate except declared consortium partners for the execution of the Contract or any part thereof unless a proper approval for subletting is obtained from the Client.

Scope of work/Contract

15. Scope of the Contract shall be as defined in this RFP and the Corrigendum / Addendum issued with respect to this RFP.

General Requirements

16. The Bidder shall study and understand the existing processes and RFP thoroughly

17. The service delivery shall be of the highest quality.

18. The Bidder should make his own arrangements to obtain all the material required for this work such as PCs, printers, scanners, adequate human resource, stationery deemed necessary at various stages of the project.

19. The Successful Bidder at his own cost shall also arrange all stationary, projectors, drinking water.

20. All hardware and software supplied by the bidder shall be properly stored by the bidder and they shall be responsible for its safe custody it is supplied to the respective Offices.

21. All necessary use/test cases for the unit and integration testing shall be designed and prepared by the bidder under the guidance of the department.

22. It shall be obligatory for the Bidder to furnish Certificate, if demanded by the Department from manufacturer or the material supplier that the work has been carried out by using their material and as per their Recommendation

23. All electrical materials conforming to the Indian Standard Specification shall be used and the materials must comply with relevant standard specifications

Deviations

24. The tender should be for the complete scope of work and services. However, in case of any minor deviations, the Bidder should clearly and separately state the item that is in deviations in their tender. This should be clearly stated under deviations head quoting the index and serial references in Technical Specifications. Any deviation mentioned elsewhere in the tender but not clearly stated under this section should not be considered. The Bidder should also clearly indicate the services and utilities to be provided by the Department including their obligations, if any. Client reserves the right to consider or reject these deviations of the tender.

Training

25. Training will be provided by the selected bidder to the officials /staff / users according to need basis. All the training materials (Soft copy & Hard copies) will be provided by the SI. The soft copy shall also be stored in the web portal created under this assignment for easy reference.

26. Client shall provide space for the training and the SI shall provide all other equipment related to training, including but not limited to Systems, Projector, Training Material, etc.

27. Detailed training schedule is provided as a part of scope of work defined in this bid.

Licenses

28. In case of Foreign Supplies, the Successful Bidder should arrange necessary import license and other clearances.

29. All the licenses related to software and hardware procured for Client should be transferred to Client (and should be further transferable by Client to other authorities, such as Municipal Corporation of Ujjain, Education Department and other Schools, etc.) and should be perpetual licenses.

Storage & Risk

30. The Successful Bidder should make arrangements for transportation of Hardware/Software etc., to site and build their own stores for the intermediate storage of equipment, maintain the stores and all related documents and records, transport the equipment to site. SI shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the SI under this Contract. SI shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the Client, procured for the Client, equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. Tendering Authority or State Government will have no liability on this account.

Duration of the Contract

31. The Contract shall remain valid for implementation period till Go-Live (Completion of Roll Out) and for another 3 years for operation and maintenance.

Performance Bank Guarantee

32. The Successful Bidder is required to remit the Performance Bank Guarantee equivalent to 10% of the value of the work order inclusive of EMD in the form of unconditional irrevocable Bank Guarantee for a period of Six years from the date of LOA, within fifteen days from the date of LOA. If the accepted Bidder fails to remit the Performance Bank Guarantee within the above said period, their tender will held void and the Earnest Money Deposit remitted by them will be forfeited to Client.

System Integrator's Obligations

33. SI should perform the Services specified by the Client and make available the necessary equipment / facilities / services as may be necessary and other 'Scope of work' requirements as specified in the tender and changes thereof.

34. The SI shall ensure that the System Integrator's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The SI shall ensure that the Services are performed through the efforts of the System Integrator's Team, in accordance with the terms hereof and to the satisfaction of the Client. Nothing in this Contract relieves the SI from its liabilities or obligations under this Contract to provide the Services in accordance with the Client directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Client and the SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

35. Warranty - The equipment supplied would carry onsite comprehensive OEM warranty for the entire duration of the Contract. The supplied software shall carry warranty/support as per the agreement between the Client and the software OEMs.

36. Third party claims - The selected System Integrator(s) shall indemnify Client against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

37. Delivery and documentation - Delivery of Goods shall be made by the selected System Integrator strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by the Client.

38. Ownership of equipment - All the equipment provided by the selected agency(s) shall virtually have the right to use of the property by Client throughout the Contract period though the ultimate transfer may come much later, after the expiry of the Contract period. The selected agency will therefore not shift, move, and transfer the equipment without the prior consent of the Client. Such a request by the System Integrator should be made with suitable justification and reasoning. However, the System Integrator will be allowed to carry out normal maintenance activities as scheduled. It should be noted that if equipment has to be replaced, the replacement must have a manufacturing date later than the equipment being replaced and the configuration of the replacement should be same or higher. Information about all such replacements along with reasons for should be provided in writing to Client.

39. Any equipment or material purchased, procured or developed as a result of this Contract shall belong to Client.

40. Ownership of all the data created during the period of Contract shall be the property of the Client, however, the responsibility of its maintenance, updating, correctness and backup would be that of System Integrator.

41. No third party interest in any form (lien, mortgage, hypothecation etc.) without the prior approval and consent of the Client, can be created on the assets, equipment etc. installed by the selected agency (s).

42. The System Integrator is required to ensure that at least one Senior Staff (Project Leader / Project Manager) who is capable of decision making and required coordination on day-to-day operations of the project are seated full-time at Client Office in Ujjain, for the rollout and O&M of the project.

43. Interpretation of Clauses - In case of any ambiguity in the interpretation of any of the clauses in the RFP, the interpretation of the clauses by Authorized Representative of Client shall be final and binding on all parties.

System Integrator's Representative

44. In case of a consortium, all the entities shall individually appoint their representative in the consortium for purposes of execution of this agreement and communicate the same to Client in writing.

45. Unless otherwise agreed with the Client, the named Project Manager shall be the System Integrator's Representative.

46. The System Integrator's representative shall have all the powers requisite for the performance of services under this Contract. The System Integrator's Representative shall liaise with the Client Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Client representative in the manner required by them for supervision / inspection / observation of the facilities, equipment / material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the System Integrator's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other System Integrators/Vendors of the Client working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this Contract.

Reporting Progress

47. SI shall monitor progress of all the activities specified in the Contract and submit fortnightly and monthly progress report about various aspect of the work to the Client. The Client 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 1 hard copy, along with 1copy 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.

48. The Infrastructure facilities / services, and manpower to be provided by the SI under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Client representative in accordance with the Contract. The rate of progress of the work, compliance to the requirements of the Data Centre and departmental offices/its 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 operation of the Client, Client representative may so notify the SI in writing.

49. The SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Client or Client representative that the actual progress of work does not conform to the approved programme the SI shall produce at the request of the Client representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements

Knowledge of Site Conditions

50. The System Integrator's undertaking of this Contract shall be deemed to mean that the SI possesses the knowledge of all the related requirements as stipulated in the Tender Document including but not limited to environmental, demographic and physical conditions and all criteria required to meet the design of the systems.

51. The SI shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the locations, as required by Client, SI detects any obstructions affecting the work, the SI shall take all measures to overcome them.

52. SI shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the SI undertaking the works shall cover all the System Integrator'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 Client Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the SI takes in the absence of specific instructions from the Client Representative.

System Integrator's Team

53. The SI shall submit to the Client 7 days prior to the effective date of commencement of works / services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the SI for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The SI shall promptly inform the Client in writing, of any revision or alteration of such organization charts.

54. The team proposed by the SI as a part of the technical proposal should be deployed at Client. Any change in the team profile should be brought in to the notice of Client. SI should ensure that any replacement personnel, if unavoidable, is equivalent or better than the original personnel in terms of experience and qualification.

55. The SI 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.

56. The SI shall provide and deploy, 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. Any deviation from the team proposed in the Technical Bid shall be given to Client as and when required.

57. The Client Representative may at any time object to and require the SI to remove forthwith from the site a supervisor or any other authorized representative or employee of the SI or any person(s) deployed by SI or his agent / sub-Contractor, if, in the opinion of the Client Representative the person in question has misconduct himself or his deployment is otherwise considered undesirable by the Client Representative the SI shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Client Representative.

58. The Client Representative may at any time request the SI to remove from the work / Site the System Integrator's supervisor or any other authorized representative including any employee of the SI or his sub-SI or any person(s) deployed by SI or their agent / sub-Contractor for professional incompetence or negligence or for being deployed for work for which he is not suited. The SI shall consider the Client Representative Request and may accede to or disregard it. The Client Representative, having made a request, as aforesaid in the case of any person, which the SI has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the SI to remove that person from deployment on the work, which the SI shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Client Representative.

59. The Client Representative shall state to the SI in writing his reasons for any request or requirement pursuant to this clause.

60. The SI 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.

61. In case of change in its team composition owing to attrition, the SI shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/ takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

62. The following shall be considered as the approved team for the System Integrator:

<<Names and Roles of Systems Integrator's Key Team to be inserted here>>

Contract administration

63. 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:

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 Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

The SI along with the members of Sub-Implementation Agencies/third parties shall be bound by all undertakings and representations made by the authorized representative of the SI and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

For the purpose of execution or performance of the obligations under this Contract, the Client representative would act as an interface with the nominated representative of the System Integrator. The SI shall comply with any instructions that are given by the Client representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

A Committee comprising of representatives from the Client and the SI shall meet on a regular basis as per schedule prescribed by Client to discuss any issues / bottlenecks being encountered. The minutes of these meetings shall be prepared and circulated to the participants.

Right of Monitoring, Inspection and Periodic Audit

64. The Client, reserves the right to inspect and monitor/assess the progress/performance/maintenance of the contract at any time during the course of the Contract, after providing due notice to the System Integrator. The Client may demand and upon such demand being made, the Client shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

65. The Client shall also have the right to conduct, either itself or through another party as it may deem fit, an audit to monitor the performance by the SI of its obligations/functions in accordance with the standards committed to or required by the Client and the SI undertakes to cooperate with and provide to the Client / any other party appointed by the Client all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the SI failing which the Client may, without prejudice to any other rights that it may have issue a notice of default.

66. Prior to any other party being appointed for such an audit, the Bidder will be requested to provide a list of entities that it deems not appropriate to conduct the said audit, which should be provided to Client within a 7 calendar days of such a request being made. Client shall then decide on this matter as appropriate.

Client Obligations

67. The Client Representative shall interface with the System Integrator, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Client shall provide

adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Client is proper and necessary.

68. Client shall ensure that timely approval is provided to the System Integrator, where deemed necessary, which should include details and all specifications related to equipment/material required to be provided as part of the Scope of Work.

Information Security

69. The SI 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 Client out of its premises without prior written permission from the Client.

70. The SI shall adhere to the Information Security policy developed by the Government of India.

71. SI acknowledges that Client business data and other Client proprietary information or materials, whether developed by Client or being used by Client pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Client; and SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of Client depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI could damage Client and that by reason of System Integrator's duties here under. SI may come into possession of such proprietary information, even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.

72. SI shall, upon termination of this agreement for any reason, or upon demand by Client whichever is earliest, return any and all information provided to SI by Client including any copies or reproductions, both hard copy and electronic copy.

Ownership of Equipment

73. The Client shall own the equipment / software and data centre infrastructure, supplied by the SI arising out of or in connection with this Contract. Client shall reserve rights to use the software for any other applications or purpose other than mentioned in this RFP.

Intellectual Property Rights

74. Products and fixes: All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. System integrator would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Client for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

75. Bespoke development: Subject to the provisions of Clauses below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with Client. System integrator shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.

76. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System integrator should grant Client a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Client as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Client's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Client at the conclusion of performance of the services.

77. Residuals: In no event shall System integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, System integrator shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

Insurance

78. SI shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the SI under this Contract in respect of its personnel deputed under this Contract as well as SYSTEM INTEGRATOR's equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract. Client will have no liability on this account.

79. SI shall take out insurance policies against all risks of loss or damage caused to Client property / equipment for property / equipment owned or hired by Client and the works and part of the works taken over by Client.

80. Notwithstanding anything contained in any provision of this Contract, save as specified above in this Clause Client shall defend, indemnify and hold SI harmless from and against any losses, damages, cost or claims relating to Client existing property except in case of gross negligence or wilful misconduct of the System Integrator, its sub-system integrators, their agents or employees, in which case the SI shall be liable to bear any loss or damage occurring to the Property of the Client as a result of its gross negligence or wilful misconduct, provided however, that such liability shall be limited to 100% of the Contract Price.

81. "Gross Negligence" means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property, "wilful misconduct" means: "intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

82. Certificate of Insurance: Before commencing performance of the Contract, SI shall upon request furnish Client with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance Client or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that Client shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this Contract and SI fails for any reason to renew such policies, then Client may replace same and charge the cost thereof to SYSTEM INTEGRATOR. Should the relapse in any insurance required to be carried out by SI hereunder for any reason; losses resulting there from shall be to the sole account of the SYSTEM INTEGRATOR. Such insurance shall be affected within

Insurance Company incorporated and registered in India or jointly with a company of International repute and an Insurance Company incorporated and registered in India.

Indemnity

83. The SI shall execute and furnish to the Client a Deed of Indemnity in favour of the Client in a form and manner acceptable to the Client indemnifying the Client from and against any costs, loss, damages, expense, claims, patents, trademarks, copyrights including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

84. any negligence or wrongful act or omission by the SI or the System Integrator's Team or any sub-System Integrator/ third party in connection with or incidental to this Contract; or

85. Any breach of any of the terms of the System Integrator's Bid as agreed, the Tender and this Contract by the System Integrator, the System Integrator's Team or any sub-System Integrator/ third party.

86. The indemnity shall be to the extent of 100% in favour of the Client.

Confidentiality

87. The SI shall not use Confidential Information (Biometric Records etc.), the name or the logo of the Client except for the purposes of providing the Service as specified under this Contract;

88. The SI may only disclose Confidential Information in the following circumstances: with the prior written consent of the Client; to a member of the System Integrator's Team ("Authorized Person") if:

    88.1.1. the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;

    88.1.2. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract

89. The SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, sub Implementation Agencies and other System Integrator's team members to the satisfaction of the Client.

90. The SI shall sign a Non-Disclosure Agreement (NDA) with the Client. The System Integrator, its antecedents and the sub-Contractor shall be bound by the NDA. The SI will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies

91. The SI shall notify the Client promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Client.

92. The SI shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality. The Client reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.

Term and Extension of the Contract

93. The term of this Contract shall be initially for a period of three years from the date of Go-Live issued by Client.

94. After the expiry of Contract period, Client may extend the Contract term by 3 months twice subject to maximum of 6 months at the discretion of the Client, for which payment may be made at the same rate of quarterly payment as specified in payment milestones. The SI will have to compulsorily provide support for the extended term. After that if mutually agreed it can further be extended for 3 months twice. For this mutually agreed extended period, the amount will be paid on mutually agreed rate. The Client shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the System Integrator, at least 3 months before the expiration of the Term hereof, whether it will grant the SI an extension of the Term. The decision to grant or refuse the extension shall be at the Client discretion.

95. Where the Client is of the view that no further extension of the term be granted to the System Integrator, the Client shall notify the SI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the SI shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Client shall either appoint an alternative System Integrator/System Integrator or create its own infrastructure to operate such Services as are provided under this Contract.

96. In case Client decides to renew the O&M for the SI, the same shall be at the rates per year which shall be the minimum of:

- The rate for O&M per year quoted by the System Integrator in the Commercial Bid for the Last such Time Period (Year)
- Rate of maintenance as specified in the Payment Milestones.

Prices

97. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract.

Alteration / Variation

98. The SI agrees that the requirements given in specifications of the Bidding Documents are broad requirements and are in no way exhaustive and guaranteed by the Client.

99. It shall be the responsibility of the SI to meet all the requirements contained in the Bidding Documents and any upward revisions and / or additions of quantities / specifications / sizes given in Specifications and drawings etc. of the Bidding Documents required to be made during commissioning of Data Centre and department offices 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 Client.

100. Further upward revisions and or additions required to make System Integrator's selected space, facilities, 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 Client.

101. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification, etc. of the Bidding Documents which the SI had not brought out to the Client notice in his tender 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 Client.

Change Order

102. The change order will be initiated only in case

The Client directs in writing the SI 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,

SI 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 Client and for which cost and time benefits shall be passed on to the Client

The Client directs in writing the SI to incorporate changes or additions to the various requirements already covered in the Contract.

103. Any changes required by the Client 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 for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (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.

104. Any change order 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 Contract Price and adjustment of the implementation schedule if any.

105. If there is a different of opinion between the SI and Client Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause "Procedures for Change Order"

106. Within 14 working days of receiving the comments from the Client or the drawings, specification, purchase requisitions and other documents submitted by the SI 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 covered in the Contract and shall advise a date by which change request (if applicable) will be submitted to the Client.

Procedures for Change Order

107. During detailed Engineering and subsequently, if the SI observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the Client while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with Client Representative. Any addition of modules/sub-modules in the Client software as required by the department during implementation or O&M phase shall not constitute a change order.

108. In case such requirement arises from the side of the System Integrator, he would also verbally discuss the matter with Client Representative giving reasons thereof.

109. The representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

110. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the SI and Client to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

111. Upon completion of the joint memorandum referred to above the results along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Client to enable the Client to give a final decision whether SI should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by SI shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case SI fails to submit all necessary support and back up documents, the decision of the Client regarding time and cost shall be final and binding on the System Integrator.

112. If Client accepts the implementation of the change order above in writing, which would be considered as change order, then SI shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.

113. In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then SI in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by Client Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order; the same shall be compensated as per the clause given below.

114. The SI shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Client review. If no agreement is reached between the Client and SI within 60 days after Client instruction in writing to carry out the change concerning the increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

Change of Size / Quantities

115. The Client will have the option to increase or decrease the size of the dedicated and exclusive space at its offices as well as the related quantities of equipment/material to be provisioned by the SI as mentioned in the Contract, at any time before work is initiated at the site, provided that such increase or decrease shall not exceed twenty five per cent (25%). The changes would be effected by using the unit price quoted by the System Integrator. In case the change required by the Client exceeds 25% of the total Contract Price, the said change would be subject to the SI providing his written consent to the Client request.

Conditions for extra work / change order

116. The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed in terms of provisions set forth in this contract. The System Integrator's obligations with respect to such work remain in accordance with the Contract.

117. The rates provided by the SI as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

Suspension of Work

118. The SI shall, if ordered in writing by the Client Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The SI shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the System Integrator, if request for same is made and that the suspension was not consequent to any default or failure on the part of the System Integrator. In case the suspension of works, is not consequent to any default or failure on the part of the System Integrator, and lasts for a period of more than 3 months, the SI shall have the option to request the Client to terminate the Contract with mutual consent.

119. In the event that the Client suspends the progress of work for any reason not attributable to the SI for a period in excess of 90 days in aggregate, rendering the SI to extend his performance guarantee then Client shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the SI producing the requisite evidence from the bank concerned.

Tenure of Contract

120. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the contract are fulfilled to the satisfaction of the Client.

Implementation Schedule

121. <<Implementation schedule to be inserted here>>

Payment Schedule

122. All payments under this Contract shall be made to the Lead Bidder only and will be made in Indian Rupees only. Client reserves the right to release the part payment for completed work against the milestone payment. The following shall be the tentative payment schedule.

<<Payment Schedule to be inserted here>>

Service Level Agreement

123. <<Service Level Agreement to be inserted here>>

Penalty for Non-Fulfilment of Service Level Agreement

124. In case of non-conformity to SLA terms penalty will be deducted from the payment as mentioned in the SLA

Events of Default by the System Integrator

125. The failure on the part of the SI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the System Integrator. The events of default as mentioned above may include inter-alia the following:
126. the SI has failed to perform any instructions or directives issued by the Client which it deems proper and necessary to execute the scope of work under the Contract, or
127. The SI has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the SI has fallen short of matching such standards/targets as the Client may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the SI may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Client;
128. the SI has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the despite being served with a default notice which laid down the specific deviance on the part of the SI to comply with any stipulations or standards as laid down by the Client; or
129. the System Integrator/System Integrator's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Client during the term of this Contract and which the Client deems proper and necessary for the execution of the scope of work under this Contract
130. the SI has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
131. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the System Integrator.
132. The System Integrator/System Integrator's Team has failed to comply with or is in breach or contravention of any applicable laws.
133. Where there has been an occurrence of such defaults inter alia as stated above, the Client shall issue a notice of default to the System Integrator, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
134. Where despite the issuance of a default notice to the SI by the Client the SI fails to remedy the default to the satisfaction of the System Integrator, the Client may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Client.
135. If the system integrator is given a penalty of more than 25% of any milestone payment, it constitutes a default and the Client has the right to consider the termination at any time after the default.

Consequences in Event of Default

136. Where an Event of Default subsists or remains uncured the Client may/shall be entitled to:
137. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the SI shall be obliged to comply with which may

include unilateral re-determination of the consideration payable to the SI hereunder. The SI shall in addition take all available steps to minimize loss resulting from such event of default.

138. The Client may, by a written notice of suspension to the System Integrator, suspend all payments to the SI under the Contract, provided that such notice of suspension:

139. shall specify the nature of the failure; and

140. shall request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the System Integrator

141. Where the Client deems necessary, it shall have the right to require replacement of any of the System Integrator's agents / sub-Contractors / vendors with another suitable member. The SI shall in such case terminate forthwith all their agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the Client who shall execute such Contracts with the Client as the Client may require. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/Contracts with such member, shall amount to a breach of the terms hereof and the Client in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.

Termination of the Contract:

142. In case of termination of the Contract, Client retains the right to

Retain such amounts from the payment due and payable by the Client to the SI as may be required to offset any losses caused to the Client as a result of such event of default and the SI shall compensate the Client for any such loss, damages or other costs, incurred by the Client in this regard. Nothing herein shall effect the continued obligation of the agents / sub-Contractor / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

Invoke the Security Deposit and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the SI may have resulted from such default and pursue such other rights and/or remedies that may be available to the Client under law.

Termination

143. The Client may, terminate this Contract in whole or in part by giving the SI prior and written notice indicating its intention to terminate the Contract under the following circumstances

- Where the Client is of the opinion that there has been such Event of Default on the part of the SI which would make it proper and necessary to terminate this Contract and may include failure on the part of the SI to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.

- Where it comes to the Client's attention that the SI (or the System Integrator's Team) is in a position of actual conflict of interest with the interests of the Client in relation to any of terms of the System Integrator's Bid, the Tender or this Contract

- Where the System Integrator's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the System Integrator, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the System Integrator. In the event of the happening of any events of the above nature, the

Client shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor System Integrator/System Integrator, and to ensure business continuity

- Termination for Insolvency: The Client may at any time terminate the Contract by giving written notice to the System Integrator, without compensation to the System Integrator, if the SI 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 Client.

- Termination for Convenience: The Client may, by prior written notice sent to the SI at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- The SI may, subject to approval by the Client terminate this Contract before the expiry of the term by giving the Client a prior and written notice at least 6 months in advance indicating its intention to terminate the Contract by paying losses to the Client as estimated by the Client.

Consequences of Termination

144. In the event of termination of this Contract due to any cause whatsoever except Termination for Convenience, Acts, Rules, Regulations, Procedures and Precedents shall be followed for further action on the SI, including up-to blacklisting of the SI. Before any adverse action is taken, the SI will be provided reasonable opportunity to explain its position.

145. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Client and/or the successor System Integrator/System Integrator, as may be required, to take-over the obligations of the erstwhile SI in relation to the execution/continued execution of the scope of this Contract.

146. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SI or due to the fact that the survival of the SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Client through unilateral re-determination of the consideration payable to the SI shall pay the SI for that part of the Services which have been authorized by the Client and satisfactorily performed by the SI up to the date of termination. Without prejudice any other rights, the Client may retain such amounts from the payment due and payable by the Client to the SI as may be required to offset any losses caused to the Client as a result of any act/omissions of the System Integrator. In case of any loss or damage due to default on the part of the SI in performing any of its obligations with regard to executing the scope of work under this Contract, the SI shall compensate the Client for any such loss, damages or other costs, incurred by the Client. Additionally, the sub SI / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the SI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Client and as may be proper and necessary to execute the scope of work under the Contract in terms of the System Integrator's Bid, the Tender and this Contract.

147. Nothing herein shall restrict the right of the Client to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Client under law.

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

Penalty

149. The SI should sign the Contract with in the timelines as specified in this RFP. Any Delay in signing the Contract would attract a penalty of INR 50,000 per week.

Liquidated Damages for Non-Fulfilment of Commissioning Schedule

150. A penalty as per service level agreement of late completion beyond the stipulated commissioning schedule will be levied.
151. In the case it leads to termination, the Client shall give 30 days' notice to the SI of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the SI initiates remedial action acceptable to the Client.
152. The Client may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the SI in its hands (which includes the Client right to claim such amount against System Integrator's Bank Guarantee) or which may become due to the System Integrator. Any such recovery or liquidated damages shall not in any way relieve the SI from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

Compliance with Statutory Requirements

153. The SI shall have to comply with the Contract Labour Act (Regulation & Abolition Act), Apprentices Act 1961, Payment of Wages Act, Minimum Wages Act, Employee State insurance Act, Employee Provident Fund and Miscellaneous provision Act, Fatal Accident Act, and other applicable Labour and other Laws and Regulations in force from time to time.

Special Terms

154. Client reserves the right to reduce or increase the quantity requirement to an extent of 25% of tendered value at the time of releasing the work order or by issue of an amendment subsequently.
155. Any additional active devices that will be provided by Client, during the Contract period, which may be under warranty/AMC shall be deployed and monitored by the Successful Bidder as per the SLA and terms and conditions of the tender.
156. The SI is allowed to sub-Contract some of the activities mentioned in the Contract scope only after approval from the Client. The sub-Contracting should be limited to only one level. In case of any deviations, penalties may be imposed.
157. During the Contract period, any additional internet bandwidth as required in the name of Client is to be provided by the SI at the rates finalised in the tender.
158. During the Contract period, if any tariff reduction is announced by TRAI or the operators, the same has to be extended by the SI to the internet bandwidth and services.
159. After the expiry of Contract period, it may be extended to maximum of two quarter at same quarterly cost in the Last Quarter, at the discretion of the Client. In case of any further extensions, the same may be done at a mutually agreed rate.

Dispute Resolution

160. The Client and the SI shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

161. If, after Thirty (30) days from the commencement of such direct informal negotiations, the Client and the SI have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses.

162. In the case of a dispute or difference arising between the Client and the SI relating to any matter arising out of or connected with this Contract, such dispute or difference shall be resolved in accordance under The Arbitration and Conciliation Act, 1996 (amended in 2015) and as amended from time to time.

163. The party raising the dispute shall bear the costs related to filing and proceedings of the Arbitration.

164. The Client may terminate this Contract, by giving a written notice of termination of minimum 30 days, to the System Integrator, if the SI fails to comply with any decision reached consequent to this process.

165. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under any proceedings, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

Limitation of the System Integrator's Liability towards the Client

166. Except in case of gross negligence or wilful misconduct on the part of the SI or on the part of any person or company acting on behalf of the SI in carrying out the Services, the System Integrator, with respect to damage caused by the SI to Client property, shall not be liable:

   166.1.   for any indirect or consequential loss or damage; and

   166.2.   For any direct loss or damage that exceeds (A) the total payments payable under his Contract to the SI hereunder, or (B) the proceeds the SI may be entitled to receive from any insurance maintained by the SI to cover such a liability, whichever of (A) or (B) is higher.

167. This limitation of liability shall not affect the SI liability, if any, for damage to Third Parties caused by the SI or any person or firm / company acting on behalf of the SI in carrying out the Services.

Conflict of interest

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

Severance

169. In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

Governing Language

170. The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

"No Claim" Certificate

171. The SI shall not be entitled to make any claim, whatsoever against the Client under or by virtue of or arising out of, this Contract, nor shall the Client entertain or consider any such claim, if made by the SI after he shall have signed a "No claim" certificate in favour of the Client in such forms as shall be required by the Client after the works are finally accepted.

Publicity

172. The SI shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Client first gives the SI its written consent.

Force Majeure

173. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

174. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Client will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the SI in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

175. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

Exit Management

176. For the completion of the Contract period or extension thereof, the current SI shall follow the Exit Management Plan given below.

176.1. Selection of the SI for the period beyond the current Contract (hereinafter referred to as 'New SI'') by Client. The current SI can also bid for the same.

176.2. Submission of reports on the history of physical infrastructure / IT hardware / software by the Current SI to Client.

176.3. Specification of configuration changes (based on the approval of Client) with necessary document proof by the current SI.

176.4. Submission of documentation on the current configuration to IDMS application, hardware, etc.

176.5. Verification and acceptance of documentation with respect to the physical inventory by Client.

176.6. Deployment of resources at the Client and Data Centre, etc. by the New SI to meet the SLA requirements.

176.7. Current SI has to co-ordinate with the New SI for smooth rollout.

176.8. Parallel run by the New SI and Current SI for a period of 1 month to 3 months. The Current SI has to provide necessary training to the New SI for smooth takeover of operations.

176.9. The Current SI shall transfer in good and working condition, all equipment (without any liability) necessary for the proper and normal operation of the Data Centre, etc. to Client.

176.10.   Any confidential Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Client, Project's Intellectual Property Rights; any other project data and confidential information related to Client shall be transferred to Client. A due diligence may be carried out by Client or New SI on the transition of all the information (including but not limited to documents, records and agreements) relating to the Office to the Client.

176.11.   In case of any Contract extension beyond the Contract period, the same shall be made effect as per the clause mentioned in the "Special terms"

Exit Management Purpose

177. This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, the Project Implementation, Operation and Management SLA. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

Transfer of Assets

178. SI shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of Contract, or termination of the SLA.

Cooperation and Provision of Information

179. Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("Providing Party") to this Agreement or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and cooperation:
   a.   does not require material expenditure by the Providing Party to provide the same;
   b.   is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
   c.   cannot be construed to be Confidential Information; and
   d.   is capable of being provided by the Providing Party.
180. Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.
181. During the exit management period SI will allow Client access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

Confidential Information, Security and Data

182. The SI will promptly on the commencement of the exit management period, supply to the Client or its nominated agencies the following:
Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project's Intellectual Property Rights; any other data and confidential information related to Client;
Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing SI in a readily available format.
All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and its nominated agencies, or its Replacing SI to carry out due diligence

in order to transition the provision of the Services to Client or its nominated agencies, or its Replacing SI (as the case may be).

Employees

183. Promptly on reasonable request at any time during the exit management period or earlier, the SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client a list of all employees (with job titles and communication address and mobile numbers, including all personal details available) of the SI, dedicated to providing the services at the commencement of the exit management period;

184. To the extent that any Transfer Regulation does not apply to any employee of the SI, Client or Replacing SI may make an offer of employment or Contract for services to such employee of the SI and the SI shall not enforce or impose any Contractual provision that would prevent any such employee from being hired by the Client or any Replacing SI.

Rights of Access to Information

185. At any time during the exit management period, the SI will be obliged to provide an access of information to Client and / or any Replacing SI in order to make an inventory of the Assets (including hardware / Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogue, archive data, IP addressing, Live data, policy documents or any other material related to Client Project.

Exit Management Plan

186. SI shall provide Client with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

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

Plans for provision of contingent support to Client Project and Replacement SI for a reasonable period (minimum one month) after transfer.

187. SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

188. Each Exit Management Plan shall be presented by the SI to and approved by Client or its nominated agencies.

189. The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.

190. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.

191. During the exit management period, the SI shall use its best efforts to deliver the services.

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

193. This Exit Management plan shall be furnished in writing to Client or its nominated agencies within 15 days from the receipt of notice of termination or one month prior to the expiry this Agreement.

General

Relationship between the Parties

194. Nothing in this Contract constitutes any fiduciary relationship between the Client and System Integrator/System Integrator's Team or any relationship of employer employee, principal and agent, or partnership, between the Client and System Integrator.
195. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
196. The Client has no obligations to the System Integrator's Team except as agreed under the terms of this Contract.

No Assignment

197. The SI shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Client.

Survival

198. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Client notifies the SI of its release from those obligations.

Entire Contract

199. The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

Governing Law

200. This Contract shall be governed in accordance with the laws of India.

Jurisdiction of Courts

201. The Competent court in Ujjain have exclusive jurisdiction to determine any proceeding in relation to this Contract.

Compliance with Laws

202. The SI shall comply with the laws in force in India in the course of performing this Contract.

Notices

203. A "notice" means:
    203.1.   a notice; or
    203.2.   a consent, approval or other communication required to be in writing under this Contract.

204. All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified / registered

mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered to Client, at:

Chief Executive Officer
Ujjain Smart City Limited
Mela Office, Kothi Road, Ujjain – 464010
ujjainsmartcity@gmail.com

To SI at:

<Address>
<Phone:>
<Fax:>

205. Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

Waiver

206. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

207. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

208. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

Modification

209. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

Application

210. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

IT Act 2000

211. Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, as amended time to time by the Government of India and rules framed thereunder.

REQUEST FOR PROPOSAL FOR SELECTION OF SYSTEM INTEGRATOR TO DESIGN, IMPLEMENT, OPERATE AND MAINTAIN SMART SOLUTIONS FOR PUBLIC BUSES AND MUNICIPAL VEHICLES IN UJJAIN

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5   Bid Forms

5.1   Instructions to Bidders for Preparing the Bid Forms

The Bidders are requested to prepare their Bid documents in the formats as mentioned below. In preparing its bid, the Bidder must ensure all such information is provided and that the typographical aides are removed.

The Bidders are required to ensure that all documents provided are verifiable authentic documents. Any forging of documents may lead to immediate disqualification and other legal penalties. When requested by the Purchaser, the Bidders must supply originals of the documents so as to be verified against the submitted documents and should supply references so as to have the authenticity of the documents submitted verified.

The Bidders should also note that they should submit all documents to meet the requirements under this RFP. The Client would not accept any documents or amendments to documents, except as per the procedure specified in this RFP.

Bidders need not provide the Performance Security Bank Guarantee with their bids. Only the Bidder selected for award by the Client will be required to provide these securities.

All the pages (including documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered

The forms should be prepared in such a way so as to enable the evaluation committee to easily assess the bid documents.

Bid Checklist

		Requirement		To be filled in by the Bidder	
Sl. No.	Check List Item	Online	Hard Copy	Available with the bid	Page Number of the Bid
A	General				
1	Filled In Bid Checklist	✓	✓		
2	Document Fees	✓	Copy only		
3	EMD Copy	✓	Copy only		
B	Pre-Qualification / Eligibility Bid / Proposal				

Sl. No.	Check List Item	Requirement		To be filled in by the Bidder	
		Online	Hard Copy	Available with the bid	Page Number of the Bid
1	Cover Letter	✓	✓		
2	Consortium Agreement (if required)	✓	✓		
3	Copy of Registration Certificate	✓	✓		
4	Copy of GST Registration	✓	✓		
5	Certificate as to Turnover	✓	✓		
6	Experience Credentials	✓	✓		
C	Technical Bid / Technical Proposal				
1	General Information	✓	✓		
2	Relevant Past Experience	✓	✓		
3	Proposed Personnel	✓	✓		
4	Hardware and Software List	✓	✓		
5	Manufacturers Authorization Forms	✓	✓		
6	Technical Approach and Methodology	✓	✓		
7	Unpriced Bill of Material	✓	✓		
8	Marketing Material / Literature for all products mentioned	✓	✓		
D	Financial Bid / Financial Proposal				
	Financial Bid to be submitted online only.	✓	-	-	-

5.2   Pre-Qualification / Eligibility Bid / Proposal Forms

5.2.1   Cover Letter

To

Chief Executive Officer

Ujjain Smart City Limited (USCL)

Simhastha Mela Office, Kothi Road,

Ujjain (M.P)

Date:

Subject: Proposal / Bid for <<INSERT NAME OF ASSIGNMENT>>

RFP Reference No: XX

Dear Sir or Madam,

With reference to your RFP Reference No. XX, Title " ", we hereby submit our Proposal for the same.

We hereby declare that:

We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply the criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.

We have submitted EMD of INR [ ] in the form of […………….] and Tender fee of INR [ ] online through e-Tendering Portal (www.mpeproc.gov.in),

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We hereby confirm that our firm has not been blacklisted any public sector body in India.

We further confirm that our firm has no legal case pending in any court for winding up the company in India or elsewhere.

We confirm that we do not have any terminated contracts during the past 5 years due to non-performance from the following:

- The Central, State and Local Government bodies in India,
- Any Smart City SPV,
- Any Public Sector Undertaking

We also confirm that the above applies to all parent and subsidiary organizations of the applicant firm.

We agree to abide by our offer for a period of 180 days from the date of opening of prequalification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

- To supply the products and commence services as stipulated in the RFP document
- To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

We declare that our organization has <INSERT NUMBER (IN WORDS)> Full-time professional (Technical/Engineering, Managerial, Other required professionals) staff engaged in Similar projects.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Bank Guarantee in the form prescribed within 15 days of issue of LOA.

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

We confirm that no Technical deviations are attached here with our financial offer.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, and further being barred / black-listed by the Authority for doing business with it.

In case of any clarifications please contact _____ email at _____

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I_____, the [OFFICE HOLDER - Company Secretary / Managing Director] of _____, certify that_____ who signed the above Bid is authorized to do so and bind the company by authority of its board / governing body.

Date:

Signature:

(Company Seal)

(Name)

Alternately, a copy of the Board Resolution as to the Authorized signatory may be attached.

5.2.2 Consortium Agreement

Bidders to attach a consortium agreement or an MOU to enter into an agreement upon being selected for the contract. The Consortium agreement shall be presented to the client before execution of the contract.

5.2.3 Copy of Certificate as to Legal Entity

Bidders are requested to attach a copy of the Registration Certificate under the laws of the country. In case the Bidder organization(s) have gone any Name change, a copy of the Name Change Certificate should also be attached.

5.2.4 Copy of GST Registration Certificate and PAN

Bidders are requested to attach a copy of the (provisional) GST Registration Certificate.

5.2.5 Copy of ISO certificate

Bidders are requested to attach a copy of the valid ISO certificate.

5.2.6 Certificate as to Turnover

Bidders are requested to attach a copy of the certificate from the Chartered Accountant certifying the turnover of the Lead Member. The following format may be considered:

Sl. No.	Financial Year	Turnover	Remarks
1	2016-17		In case of provisional figures, please specify so.
2	2015-16		
3	2014-15		
4	2013-14		

5.2.7 Experience

The following documents should be submitted as part of the Experience

-   A project information sheet.
-   Copies of documentary evidence, including but not limited to contracts, work orders, client certificates, completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

Format of Project Information Sheet:

Name of Bidder: (Lead Bidder only)

Project Citation #:		
1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) ☐Prime Supplier ☐ Management Contractor ☐ Subcontractor ☐ Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount INR Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.	
13	Number of Vehicle Covered	

5.3 Technical Bid / Proposal Forms

5.3.1 General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the other relevant information Forms

1.	Name of firm	
2.	Head office address	
3.	Contact Address	
4.	Telephone	Contact
5.	Fax	Telex
6.	Website	
7.	Place of incorporation / registration	Year of incorporation / registration
8.	Name, Designation, Address and Contact Details (Telephone, E-Mail Address, FAX) of the contact person to whom all references shall be made regarding this RFP:	

Qualification of the Firm (Certifications, etc.)	
Name	
1.	
2.	
5.	

<<Attach Copy of ISO Certificate and other certificates as applicable. Certificate should be valid as on Bid submission date and the selected bidder should agree to have the certificate valid till the contract period.>>

Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

List of Proposed Sub-Contractors

#	Item	Proposed Subcontractor	Place of Registration & Qualifications

5.3.2 Relevant Past Experience

The following documents should be submitted as part of the Experience

- A project information sheet.
- Copies of documentary evidence, including but not limited to contracts, work orders, client certificates, completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

Format of Project Information Sheet:

Name of Bidder / JV partner:		
Project Citation #:		
Criteria addressed as per RFP.		
1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) ☐Prime Supplier ☐ Management Contractor ☐ Subcontractor ☐ Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount INR Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	

10.	Contract was completed US$ _____ equivalent under/over original contract amount (if over, provide explanation).
11.	Special contractual/technical requirements.
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.
13	Number of Vehicles Covered
14	Criteria against which the project is proposed to be evaluated as per the RFP

5.3.3 Proposed Personnel, Candidate Summary and CV's

1.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
2.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
3.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)

Candidate Summary

Detailed CV for each position as mentioned above should be provided. No CV should be more than 5 pages.

Position		
Candidate information	Name of candidate	Date of birth
	Professional qualifications	

Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer
Past employment (Please repeat as required)	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

5.3.4 Hardware and Software List

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

Hardware Item	Model, Make, Identifying Information	Key Configurations Details (Please attach data sheet)	Quantity Proposed

REQUEST FOR PROPOSAL FOR SELECTION OF SYSTEM INTEGRATOR TO DESIGN, IMPLEMENT, OPERATE AND MAINTAIN SMART SOLUTIONS FOR PUBLIC BUSES AND MUNICIPAL VEHICLES IN UJJAIN

Page 82 of 99

Custom Materials (Hardware and Software)

5.3.5 Manufacturers Authorization Form

Manufacturers Authorization Form is required for any material bidder proposes as part of the contract but is not manufactured by them.

Date:

Tender No and Name:

To: Executive Director,

Ujjain Smart City Limited

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us, for the quantities, specifications and delivery schedule called for by the Supply Requirements associated with the above Invitation for Bids: .

We hereby extend to you a full guarantee and warranty, Defect Liability, of the Conditions of Contract and with our own standard product warranty, and duly authorize the Bidder to act on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Bidder in relation to this Invitation for Bids.

We also certify that the Bidder is qualified by us to provide the following maintenance, technical or help desk support, new version upgrade and/or other services related to the above-listed Products in accordance with Scope of the System, and the Conditions of Contract:

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of: _____

Dated on _____ day of _____, _____.

Note: This letter of authority must be on the letterhead of the Producer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

5.3.6 Technical Approach and Methodology

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

Key details on the following are required as part of this section:

- Detailed Approach and Methodology
  o Approach to Project and Delivery Management
  o Development and Roll out methodology
  o Use of existing infrastructure and resources
  o Database Design and Data Modelling
  o Security Features and Architecture
  o Approach to Testing and Roll out
  o Operations and Maintenance Support
  o Other discussions as required by the Bidder

- Enhancement to Specifications

- Work Plan

- Operations and Maintenance Plan
  o Escalation Matrix

- Quality Control Plan

- Training Plan

- Reports, etc.
  o Sample Reports generated from MIS
  o Dashboards
  o Business Intelligence
  o Reports generated from System

- o Testing - Load Testing / Performance Testing
- o Mobile Apps
- o Other Items as required.

- Service Level Agreements
  - o A brief note on each of the Service Level Agreements, how the Bidder proposes to meet it, any additional better SLA's that the bidder proposes to meet as part of Contract
  - o New SLA's that the bidder proposes to bear.
  - o Other discussions as required by the Bidder.

- Innovative Ideas in Project Execution

- Any other information

5.3.7 Un-priced Bill of Material

The Bidder is requested to provide the entire Bill of Material, without any price information in this table. A detailed unpriced Bill of Material is required to be provided.

The Bidders should note that even if some of the items are not mentioned in this unpriced Bill of Material, if required to perform the works as stated in the RFP, the same would be required to be provided.

Sl. No.	Equipment Description	Make / Model	Manufacturer	Quantity Proposed.

5.4 Financial Bid Forms

The following Financial Bid Form is provided for guidance purposes only. The Bidders are requested to fill ONLY the form available ONLINE.

Sl. No.	Description	Quantity	Rate (Inclusive of Taxes)	Amount
A	B	C	D	E = C * D
1	CAPEX ITEMS			
A	GPS for Buses	40		
B	GPS for other Municipal Vehicles	84		
C	Passenger Information System at Bus Stops	10		
D	Control Centre – LED TV / Screen	1		
E	Control Centre – Desktop Computers	2		
F	Control Centre- Setup, Electrical, Civil, Networking, Miscellaneous	Lump sum`		
G	Internet / Intranet setup Costs	Lump sum		
H	Mobile Application and Website for the project	Lump sum		
I	Help Desk Software	Lump sum		
J	Personnel Costs	Lump sum		
K	Documentation, etc.	As required		
L	Enhancement to Specifications	Lump sum		
M	Miscellaneous	Lump sum		
2	O&M			
A	O&M for GPS for Buses	3 Years		
B	O&M for GPS for other Municipal Vehicles	3 Years		
C	O&M for Control Centre – LED TV / Screen	3 Years		
D	O&M for Control Centre – Desktop Computers	3 Years		

Sl. No.	Description	Quantity	Rate (Inclusive of Taxes)	Amount
A	B	C	D	E = C * D
E	O&M for Control Centre- Setup, Electrical, Civil, Networking, Miscellaneous	3 Years		
F	O&M for Internet / Intranet setup Costs	3 Years		
G	O&M for Mobile Application and Website for the project	3 Years		
H	O&M for Help Desk Software	3 Years		
I	Personnel Costs	3 Years		
J	Documentation, etc.	3 Years		
K	O&M for Enhancement to Specifications	3 Years		
L	Miscellaneous	3 Years		
TOTAL				

6   Miscellaneous

6.1   Deed of Indemnity

<<To be executed by the System Integrator on a Non-Judicial Stamp Paper>>

Subject to Conditions mentioned below, the System Integrator (the "Indemnifying Party") undertakes to indemnify Ujjain Smart City Limited and other associated entities (the "Indemnified Party or Parties" as the case maybe) from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity attributable to system Integrator's negligence or wilful default in performance or non-performance under this Agreement. If Client promptly notifies SI in writing of a third party claim against Client that any Service provided by the SI infringes a copyright, trade secret or patents incorporated in India of any third party, SI will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. The System Integrator shall hold Client harmless towards any claim or damage or infringement from any third parties in relation in case of any breach of IPR / Patent rights etc.

Conditions

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

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

II.   the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;

III.   if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

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

    A.   all settlements of claims subject to indemnification under this Clause will:

    B.   be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

V.   include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

VI.   the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

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

VIII.   in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be

subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and

If a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

6.2 Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into _____ day of <<Month>>, 2017 by and between

Ujjain Smart City Limited having its office at Mela Karyalay, Kothi Road, Ujjain 464010, Madhya Pradesh (hereinafter referred to as "USCL" which expression shall include its successors and permitted assignees) of the First Part.

and

[INSERT COMPLETE LEGAL NAME OF THE SYSTEM INTEGRATOR] having its registered office at [INSERT THE REGISTERED ADDRESS OF THE SI] (hereinafter referred to as "System Integrator" which expression shall include its successors and permitted assignees) of the Second Part.

USCL and System Integrator are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS, through a competitive bidding process USCL has selected the System Integrator to implement [INSERT PROJECT NAME] for USCL and have entered into an Agreement dated…….. (hereinafter the "Master Agreement") in this regard.

AND WHEREAS USCL may disclose to the System Integrator certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Master Agreement, Parties agree as follows:

1. Definitions

a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by USCL to System Integrator, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, logo, methods and procedures of operation, commercial or marketing plans, licensed

document know-how, ideas, concepts, designs, drawings, flow charts, sales figures, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes, bio-metric records and other intellectual property relating to the USCL's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by System Integrator in connection with the USCL's information or sensitive personal information as defined under any law for the time being in force.

b) The term, "USCL" shall include the officers, employees, agents, consultants, contractors and representatives of USCL, including other government departments for which USCL may be rendering its services, and its successors and permitted assignees.

c) The term, "System Integrator" shall include the directors, officers, employees, agents, consultants, contractors, sub-contractors, sub-implementation agencies and representatives of System Integrator, including its affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information

With respect to any Confidential Information disclosed to System Integrator or to which System Integrator has access, System Integrator agrees that it shall:

a) Use the Confidential Information only for accomplishment of the services to be performed under the Master Agreement and in accordance with the terms and conditions contained herein;

b) maintain strict confidentiality of the Confidential Information and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event shall take less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;

c) Not make or retain copy of any Confidential Information except as necessary, under prior written permission from USCL, in connection with the services to be performed under the Master Agreement, and ensure that any such copy is immediately returned to USCL even without express demand from USCL to do so;

d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of USCL except as provided in clause 6 below; and

e) Return to USCL, or destroy, at USCL's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:
   i.   expiration or termination of the Master Agreement, or
   ii.   on request of USCL.

f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between USCL and System Integrator or the nature of services to be provided by the System Integrator to USCL except with the written consent of USCL.

3. Exception

The aforesaid obligations of confidentiality shall not apply to the following information:

i. which has become generally available in the public domain without breach of this Agreement by the System Integrator; or
ii. which at the time of disclosure to System Integrator was known to System Integrator free of confidentiality restriction as evidenced by documentation in System Integrator's possession; or
iii. which USCL agrees in writing is free of such confidentiality restrictions; or
iv. which has been received from a third party who owes no obligation of confidence in respect of such information; and
v. which is directed to be disclosed by a court of competent jurisdiction or by a governmental or regulatory authority provided that System Integrator have given prior prompt notice in writing to USCL of such disclosure;

4. Onus

System Integrator shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 3 above.

5. Remedies

System Integrator acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by System Integrator would be a breach of this Agreement and may cause immediate and irreparable harm to USCL; (b) damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by USCL may be impossible to calculate and remedy fully. System Integrator acknowledges that in the event of such a breach, USCL shall be entitled to specific performance by System Integrator of System Integrator's obligations contained in this Agreement. System Integrator shall recompense USCL for any loss of revenue arising out of or in any way relate to, or result from breach of obligations under this Agreement by System Integrator. USCL reserves the right to adopt legal proceedings, civil or criminal, against the System Integrator in relation to a dispute arising out of breach of the confidentiality obligations of the System Integrator under this Agreement.

6. Need to Know

System Integrator shall restrict disclosure of Confidential Information to its employees and/or consultants and/or sub-consultants who have a need to know such information for accomplishment of services under the Master Agreement provided such employees and/or consultants and/or sub-consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of USCL.

7. Intellectual Property Rights Protection

No license to System Integrator, under any trademark, patent, copyright, design right or any other intellectual property right is either granted or implied by the conveying of Confidential Information to System Integrator.

8. Authority

Parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

9. Governing Law

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated atUjjain, India only.

10. Amendments

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

11. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in force and effect.

12. Waiver

If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13. Survival

System Integrator agrees that all of its obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 yearsafter any expiration or termination of the Master Agreement.

14. Term

This Agreement shall come into force on the date first written above and, subject to aforesaid clause 13, shall remain valid up to expiry or termination of the Master Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the Parties have executed this Agreement to make it effective from the date and year first written above.

For Ujjain Smart City Limited

For System Integrator

Name:

Name:

Title:

Title:

WITNESSES:

1.

2.

WITNESSES:

1.

2.

6.3   Format for Performance Bank Guarantee

<<TO BE EXECUTED UPON A BANK IN UJJAIN>>

Form of Bank Guarantee for Performance Security

Bank Guarantee No. _____   Date: _____

This deed of performance guarantee made this ………… (date / month / year) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the M/s. UJJAIN SMART CITY LIMITED (hereinafter referred to as the USCL) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, USCL, has awarded a Contract bearing No. _ _ _ _ _ _ _ _ dated _ _ _ on M/s. _____ (Name and address of the party) (Hereinafter referred to as the `System Integrator') [INSERT PROJECT NAME]. And whereas, the System Integrator has agreed to submit a performance guarantee in the form of a Bank Guarantee to the USCL, in terms and conditions of Letter of intent/Notification of award No. ………….. dated …….., which will be kept valid up to 72 calendar months from the date of Bank Guarantee. And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the USCL, and the System Integrator.

In consideration of the USCL., having agreed to award the contract, we _____ name of the Bank), do hereby guarantee, undertake, promise and agree to with the USCL, its legal representatives, successors and assignees that the within named (name of the System Integrator) their legal representatives and assignees will faithfully perform and fulfil everything within the Bidding Document and the Contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the USCL, of Rs._____ (Rupees only) being the 10% of the contract value, in case the System Integrator, their legal representatives and assignees do not faithfully perform and fulfil everything within the Letter of intent/Notification of award on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations there under.

In case, the fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the USCL, is entitled to demand an amount equal to 10% of the Contract value from the System Integrator and the demand made by the USCL, by itself will be conclusive evidence and proof that the System Integrator has failed to perform or fulfil his obligations and neither the System Integrator nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to an amount equal to 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the USCL , stating that the amount claimed is due by way of non – performance of the contractual obligations as aforesaid by the System Integrator or by reason of the System Integrator's failure to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees only) being the amount equal to 10% of the total contract value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period upto _____ from the date of Bank guarantee and till the USCL , certifies that the terms and conditions of the said contract have been fully and properly carried out by the said System Integrator and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the USCL, on or before _____, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agreed with the USCL, that the USCL, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract to extend the time of performance by the said System Integrator from time to time or postpone for any time and any of the power exercisable by the USCL, against the System Integrator and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said System Integrator, or for any forbearance, act or omission on the part of the USCL, to the said System Integrator by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the USCL, may have or hereafter possess in respect of the goods supplied/work executed or intended, to be supplied/executed and the USCL, shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the USCL, may be entitled to be receiving or have a claim upon and the USCL, at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the USCL, on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the bank at its address by Registered Post acknowledged due as proof having delivered shall be deemed to have duly served on the Bank not withstanding that the notice may not in fact have been delivered to the bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the USCL, in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees only).

The Guarantee shall remain in force until _____ and a claim is performed against the bank within three months from the said date all rights of the Dairy under the guarantee shall cease and the Bank shall be released and discharged from all liabilities here under.

NOT WITH STANDING anything contained herein:

Over liability under this guarantee shall not exceed Rs. _____

This bank guarantee shall be valid up to _____ and

We, (name of the Bank), are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if USCL, serve upon us (name of the Bank), a written claim or demand on or before _____

_____

(Signature with Seal)

Place:

Date:

Code No.

END OF DOCUMENT