



**Providing, Erecting & Fixing Smart
Wayfinders & Real Time
Automatic Digital Display units on
various roads of Gwalior (Madhya
Pradesh)**

Ref Number: [GSCDCL/030/2018]

Date: [15 Jan 2018]

EXECUTIVE DIRECTOR

GWALIOR SMART CITY DEVELOPMENT CORPORATION LTD (GSCDCL)

NAGAR NIGAM MUKHYALAY, CITY CENTER, GWALIOR

DISCLAIMER

Gwalior Smart City Proposal (**SCP**) was selected to implement the Area Based Development (**ABD**) and pan-city proposals by Government of India under Smart City Mission. Gwalior SCP proposes smart solutions in ABD and cross pan-city providing various smart feature/infrastructure.

To implement Smart City projects in Gwalior, Gwalior Municipal Corporation (**GMC**) and Madhya Pradesh Urban Development Corporation formed a special purpose vehicle called Gwalior Smart City Development Corporation Ltd. (**GSCDCL**).

GSCDCL has prepared this Request for Proposals for '**Providing, Erecting & Fixing Smart Wayfinders units on various roads of Gwalior (Madhya Pradesh)**' (**RFP**). This RFP is a detailed document which specifies terms and conditions on which the Bidder is expected to work. GSCDCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GSCDCL or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the Bidder(s) preparing their proposals. However, this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on GSCDCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each Bidder is advised to consider the RFP as per its understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. The Bidders should go through the RFP in detail and bring to notice of GSCDCL any kind of error, misprint, inaccuracy or omission.

GSCDCL reserves the right not to proceed with the Project, to alter the timeline reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a proposal by under or pursuant under this RFP.



Gwalior Smart City Development Corporation Limited

Nagar Nigam Office, City Centre, Gwalior,
Madhya Pradesh, 474003, Ph. No.: 0751 2438386;

E-mail: gscdcltender@gmail.com

Website: www.smartcitygwalior.org

Notice Inviting Tender (NIT)

NIT No. GSCDCL/030/2017

Date: 15-01-2018

Gwalior Smart City Development Corporation Limited (GSCDCL) invites online **Lump Sum** bids from eligible Bidders through www.mpeproc.gov.in for “**Providing, Erecting & Fixing Smart Wayfinders units on various roads of Gwalior (Madhya Pradesh)**”.

The intent of this RFP is to invite proposals from the eligible Bidders (also referred to as ‘Bidders’) to “**Providing, Erecting & Fixing Smart Wayfinders units on various roads of Gwalior (Madhya Pradesh)**”

Fact Sheet/ Time Sheet/ Key Schedule

Sr. No.	Event's Name	Information
1.	Estimated Cost of the work	Rs. 13.44 Cr.
2.	Tender document Fee	Rs 30,000/- (Rupees Thirty Thousand only) through Online e-Tendering Payment Gateway only
3.	Earnest Money Deposit (EMD)	Rs. 6,72,140/- (Rs Six Lakh Seventy Two Thousand One Hundred and Forty Only)
4.	Last date for sending pre-bid queries	24/01/2018 till 17:30 hours. at gscdcltender@gmail.com
5.	Date, Time & Place of Pre-bid Meeting	25/01/2018 at 14:00 hours. Venue: Gwalior Smart City Development Corporation Limited, Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh
6.	Last date for Online Purchase of Tender Document	12/02/2018 till 1730 hours.
7.	Last date of Online Submission of Bids	13/02/2018 till 1730 hours.
8.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	15/02/2018 till 1730 hours. Two printed copies of the entire proposal, one marked ORIGINAL and the second one as DUPLICATE and a soft copy on non-rewriteable electronic storage media with all the contents of your proposal.

Sr. No.	Event's Name	Information
		Address: Gwalior Smart City Development Corporation Limited, Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh
9.	Date & Time for Opening of Pre-Qualification and Technical Proposal	16 /02/ 2018 at 16:00 hrs.
10.	Technical Presentation by the Bidders	Will be intimated later to the responsive Bidders
11.	Date & Time for Opening of Financial Proposals	Will be intimated later to the technically qualified Bidders
12.	Project Award Criteria	Lowest evaluated bid
13.	Bid Validity Period	180 Days

Note: The Bidders shall have to submit their bids online and upload the relevant documents as per key schedule (key dates).

1. The Bidders intending to participate in this tender are required to get enrolled/ registered on the e-procurement web site <https://www.mpeproc.gov.in/>. Enrolment /registration on the above portal is mandatory.
2. Tender documents can be purchased only online from <https://www.mpeproc.gov.in/> by making online payment as specified above as per key dates. The Bidders shall have to submit their Bids online and upload the relevant documents from as per time schedule (key Dates).
3. At the time of submission of the Bid the eligible Bidder shall be required to:
 - a. Deposit the Earnest Money;
 - b. Submit a check list
 - c. Submit an affidavit duly notarized (refer Annexure No. 7)
4. Amendment to NIT, if any, would be published on website: www.mpeproc.gov.in. only, and not in Newspaper.
5. Conditional tender will not be accepted and liable to be rejected. GSCDCL reserves the right to accept or reject any or all tender without assigning any reasons thereof.
6. Since the online Bidders are required to sign their bids online using Digital Certificates. Bidders are advised to obtain the same at the earliest.

EXECUTIVE DIRECTOR
Gwalior Smart City Development Corporation Limited, Gwalior

List of Abbreviation

Abbreviation	Description
CCN	Change Control Note
EMD	Earnest Money Deposit
GSCDCL	Gwalior Smart City Development Corporation Limited
LOA	Letter of Award
NDA	Non-Disclosure Agreement
NIT	Notice of Tender/ RFP
RFP	Request for Proposal/ NIT
SLA	Service Level Agreement

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1 Introduction

1.1 Smart City Mission in Gwalior City:

Gwalior Smart City Proposal (SCP) has been selected by the Government of India (GoI) under Smart City Mission (SCM) in the second round of smart cities challenge wherein Gwalior secured 9th position.

For the purpose of implementing the Smart Cities project, Gwalior Smart City Development Corporation Limited (hereinafter referred to as “GSCDCL”/“Client”). – A Special Purpose Vehicle (SPV) for Gwalior Smart City Project has been incorporated as a public limited company, under the [Indian] Companies Act, 2013.

To develop Gwalior to make smart city, different works being taken up for implementation. Erection of Wayfinders at all important roads of the city is one of such projects taken up in the city. The proposed Wayfinders are to be fabricated and erected as per norms of NHAI, State PWD and Display panel colour scheme, Text size, Font type as per Indian Road Congress code (IRC 67- 2012) guidelines. In view of this, GSCDCL invites eligible agencies for **Providing, Erecting & Fixing Smart Wayfinders units on various roads of Gwalior (Madhya Pradesh).**

1.2 Importance of Wayfinders in Gwalior City

The Wayfinders works in Gwalior city is intended to provide the needed information distinctively with adequate clarity and prominence so that citizens and tourists will never feel inconvenience in searching destinations and/or finding facilities in the same. The works will also add aesthetic value to the public information system in the city.

The main objectives of the Wayfinders works are:

- To provide Wayfinders on different localities of the city, public places, important messages to public, places of tourist attractions within the boundaries of the city in such a way that Wayfinder guides the citizens, tourists and visitors to their destinations.
- Ensure that the establishment and existence of Wayfinders of in the city roads are consistent with road safety and other road and traffic objectives, and provide effective guidance in directing citizens and visitors to the city.
- Enhance quality of natural and cultural tourist attractions.
- Highlight attractions and services, reinforce locations, and reassure visitors that they are travelling in the right direction and direct visitors to tourist information services.

The main benefits from the proposed Wayfinder works are:

- The Wayfinder will reassure visitors that they are travelling in the right direction, give advance notice of locations and services, direct visitors to tourist locations.
- The Wayfinder will be the directional link in a communication process between the municipal corporation of Gwalior and the visitors to the city.
- It will save the time of the road users to reach their destination.

1.3 Existing Wayfinders in Gwalior City

At present, main facility available for guiding citizens and visitors to the city are some Wayfinders erected by Municipal Corporation, State PWD & National Highway Authority of India as routine works. Those Wayfinder endeavours have no special agenda except providing normal distance notifications. The basic information to guide in the form of Wayfinder are inadequate and ad-hoc in manner. It is envisaged that the installation of proposed Wayfinder works would open up a new avenue for tourist guidance as well as it will add up aesthetic value.

2 Instructions to the Bidders

2.1 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, however Bidders should form their own conclusions about the methodology/ solution needed to meet the requirements.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the GSCDCL on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the GSCDCL. Any notification of preferred Bidder status by GSCDCL shall not give rise to any enforceable rights by the Bidder. The GSCDCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the GSCDCL.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e. The Financial Assessment for the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids.
- f. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- g. The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member
- h. Bidder is required to submit financial bid exclusive of applicable GST, but inclusive of all current prevailing duties, taxes, royalties and other levies; and the GSCDCL shall not be liable for the same. The GST shall be paid separately as per applicable Government rules.
- i. This RFP is not transferable.
- j. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- k. Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid (either solely or as consortium member, if permitted) will cause all the proposals with the Bidder's participation to be disqualified.

2.2 Compliant Proposals / Completeness of Response

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

Failure to comply with the requirements may render the Proposal non-compliant and the Proposal may be rejected.

Bidders must:

- A. Include all documentation specified in this RFP;
- B. Follow the format of this RFP and respond to each element in the order as set out in this RFP
- C. Comply with all requirements as set out within this RFP.

2.3 Pre-Bid Meeting & Clarifications

2.3.1 Pre-bid Conference

- a. A pre-bid meeting shall be held with the prospective Bidders on at as mentioned in Key Schedule of NIT.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Date, Time & Place as mentioned in Key Schedule of NIT.
- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section and Page No.)	Content of RFP requiring clarification (s)	Points of clarification
1.			
2.			
3.			

- d. GSCDCL shall not be responsible for ensuring that the Bidders' queries have been received by it. Any requests for clarifications after the indicated date and time may not be entertained by GSCDCL.

2.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by GSCDCL will endeavour to provide timely response to all queries. However, GSCDCL makes no representation or warranty as to the completeness or accuracy of any response; nor does it undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on www.mpeproc.gov.in only.
- d. Any such corrigendum shall be deemed to be incorporated in to this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, GSCDCL may, at its discretion, extend the last date for the receipt of Proposals.

2.4 Key Requirements of the Bid

2.4.1 Right to terminate the process

- a. GSCDCL may terminate the RFP process at any time and without assigning any reason. GSCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by GSCDCL. The Bidder's participation in this process may result selecting the Bidder for execution of the contract.

2.4.2 Contract

The Contract (including SLA and NDA) sets forth the detailed terms and conditions for grant of the contract to the successful Bidder, including the scope of the services and obligations. The Bidder should study the contract and identify the risks and appropriately factor in its costs & Commercial Proposal.

2.4.3 RFP Document Fees

RFP document can be purchased from the website www.mpeproc.gov.in. The RFP document fees should be submitted online along with Proposal. The RFP documents are non-transferable document.

2.4.4 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of Rs. 6,72,140/-(Rs Six Lakh Seventy Two Thousand One Hundred and Forty Only) in the form of a Demand Draft, Fixed Deposit Receipt (FDR) / e-FDR OR Bank Guarantee (in the format specified in Annexure No. 1 issued by any Scheduled commercial / nationalized bank in favour of “Executive Director, GSCDCL”, payable at Gwalior, and should be valid for 180 days from the due date of the tender/RFP submission.
- b. EMD of all unsuccessful Bidders would be returned, without interest, by GSCDCL within 30 (thirty) days of the Bidder being notified as unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure No. 2.
- c. The EMD amount is interest free and will be returned to the unsuccessful Bidders without any accrued interest on it.
- d. The bid submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:

- i) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - ii) In the case of a successful Bidder if the Bidder fails to sign the contract for any reason not attributable to the GSCDCL or fails to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - iii) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - iv) During the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid.
- f. The EMD may be forfeited as mutually agreed genuine pre-estimated compensation and damages payable to GSCDCL for, inter alia, time, cost and effort of GSCDCL without prejudice to any other right or remedy that may be available to GSCDCL hereunder or otherwise, under the following conditions:
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
 - If a Bidder withdraws its Proposal during the period of Bid/Proposal validity
 - If the Selected Bidder fails, within the specified time limit:
 - o to sign the Contract Agreement and/or
 - o to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract.

2.4.5 Consortiums and Sub-contracting

Consortium / Joint Venture or sub-contracting in any form shall not be allowed.

2.4.6 Submission of Bids

The complete bidding process will be online (e-Tendering) in three cover system. Electronic and hard copy submission of bids shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
Cover 1	Proof of submission of RFP Document Fee and Scanned copy of EMD The Proof of submission of RFP Document Fee and original document of EMD should be submitted in Hard Copy as mentioned in the NIT.
Cover 2: Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in section 2.6.2 of this RFP document. Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as mentioned in the NIT.

Particulars	Instructions
Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in Annexure No.3 of the RFP. Financial Proposal should be submitted <u>online only</u> .

Note: GSCDCL will conduct the bid evaluation based on documents submitted through online e-tendering portal. In case of any discrepancy between the bids submitted offline and online, the bid submitted online shall prevail.

2.4.7 Authentication of Bids

The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid in the format provided in Annexure No.4.

2.5 Preparation and Submission of Bid

2.5.1 Bid Preparation Costs

- a. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 GSCDCL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b. GSCDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.5.2 Site Visit

The Bidder may visit and examine the site and obtain for itself on its own responsibility all information on the existing processes and functioning that may be necessary for preparing the Proposal document. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at Bidder's own expense.

2.5.3 Language

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, the certified true copy of English translation thereof (duly notarized) should also be furnished. Further, such translation is to be duly attested by the Bidder. For purposes of interpretation of the Bid, the English translation shall govern.

2.5.4 Venue & Deadline for Submission of Bids

The Bids, in its complete form in all respects as specified in the RFP, must be submitted to GSCDCL at the address specified in NIT.

2.5.5 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. GSCDCL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents through on-line portal. No further correspondence on the subject will be entertained.
- d. GSCDCL reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments.

2.5.6 Withdrawal, Substitution and Modification of Bids

- a. The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by GSCDCL prior to the deadline prescribed for submission (both online and off-line). All notices must be duly signed by an authorized representative and shall include a copy of authorization letter (power of attorney).
- b. A notice may also be sent by an electronic means such as fax or email, but in this case it should include a scan of the mailing receipt showing both the sender's and receiver's address for the signed hardcopy of the notice, and a scan of the power of attorney
- c. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in a manner similar to the original bid.
- d. Bids requested to be withdrawn in accordance with clause 2.5.6 (a) mentioned above, shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- e. No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the bid submission form, or any extension thereof agreed to by the Bidder.

2.5.7 Financial bid

- a. The bidder shall have to quote Lump Sum rates in format referred in Bid Data sheet.
- b. Lump Sum offer shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- c. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and GSCDCL shall not be liable for the same.

2.6 Bid Evaluation Process

- a. GSCDCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders.
- b. The BEC constituted by GSCDCL shall evaluate the responses to the RFP and all supporting documents. Inability to submit requisite supporting documents, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained in this regard.
- d. The BEC may seek clarifications from any Bidder w.r.t. its proposal and may visit the Bidder's client site to validate the credential/citations as claimed by such a Bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.6.1 Bid Opening:

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. GSCDCL reserves the right at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - RFP Document fee and EMD and Pre-Qualification
 - Stage 2 - Financial Proposal (online)
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the RFP Information sheet. The BEC, will evaluate bids based on pre-qualification criteria and will finalise list of responsive bidders. The date and time for opening the Financial Proposals would be communicated to the responsive bidders only.
- e. The Bidder's representatives who are present during the bid opening shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for GSCDCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, GSCDCL will continue process and open the bids of the all bidders.
- f. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

2.6.2 Pre-Qualification Criteria for Evaluation

#	Pre-qualification Criteria	Supporting Documents
1	Bidder must be a Manufacturer of proposed way finders registered with NSIC (National Small Industries corporation) with adequate manufacturing facilities for at least last 5 years or registered in appropriate class with P.W.D., C.P.W.D., M.E.S., & any semi government organization	Registration Certificate/Letter

#	Pre-qualification Criteria	Supporting Documents
2	Bidder should be an Authorized Converter for micro prismatic Type IX or Type XI Retro Reflective Sheeting Manufacturer	A specific valid Authorization certificate as Authorized Converter issued by the micro prismatic Type IX or Type XI Retro reflective sheeting manufacturer (OEM) stating that the bidder is authorized to participate in the said tender and offer micro prismatic sheeting. The certificate should be in original and issued by the prime retro reflective sheeting manufacturer or its subsidiary in India. Certificate issued by distributor dealer/ power of attorney holder shall not be considered.
3	10 year (minimum) pre-qualification warranty for Retro reflective sheeting and entire display panel as per clause 6.9 of IRC 67 – 2012.	The bidder shall submit 10 year (minimum) pre-qualification warranty for Type IX or Type XI from the manufacturer of Retro reflective sheeting, issued for field performance including the printed areas and cut-out sheeting and cut-out durable transparent overlay film. The letter shall indicate the minimum retro-reflectivity of signs at the end of warranty period. The submitted letter should be in original by the sheeting manufacturer for the performance of the sheeting for the 10 years warranted period & that in case of failure of retro reflective sheeting during the periodical testing for the retro reflective values as compared to the values provided in table 6.8 or 6.9 of IRC 67-2012 the proportionate sheeting shall be replaced by the sheeting manufacturer & that the qualified bidder would replace the failed Wayfinders completely as per performance criteria in tender conditions.
4	Certified copy of test reports	i. A certified copy of test reports from an independent test laboratory conforming to clause 6.7 of IRC 67-2012 including 3 years' outdoor weather exposure report for the retro reflective sheeting offered attested by

#	Pre-qualification Criteria	Supporting Documents
		<p>the retro reflective sheeting manufacturer shall be submitted by the bidder during the bid submission. <i>(3 Years outdoor weathering test shall have been conducted in two climatic conditions namely Tropical Rain & Desert as per Table 14 of ASTM D 4956-09 & conforming to clause 6.7 of IRC 67-2012.)</i></p> <p>ii. Further as per clause 6.7 of IRC 67 – 2012 a third-party test report from a reputed laboratory in India for artificial accelerated out door weathering of the retro reflective sheeting conforming the ASTM D 4956 specifications shall be submitted by the bidder.</p>
5	<p>The bidder should have Average Annual Turnover of minimum Rs 7.0 Cr for last three financial year, i.e. 2014-15, 2015-16 and 2016-17</p> <p>The bidder must have minimum tangible networth of Rs 1.5 Crore as on 31st March 2017</p>	<p>The Bidder to submit a Chartered Accountant certified document evidencing the details of turnover and networth.</p> <p>The Bidder shall also furnish the audited accounts and income tax returns for last 3 (three) financial years.</p>
6	<p>The bidder must have executed at least One similar work costing not less than 60% for the estimated project cost or have executed at least Two similar work costing not less than 50% for the estimated project cost, in last 3 years for Municipal Corporations or any other government departments.</p> <p>Similar completed works means the work of similar Wayfinders i.e. overhead Gantry or Cantilever type sign boards manufactured and installed over urban/ city roads by bidder as per IRC Guidelines.</p>	<p>Completion certificate and/or work order from the client.</p>
7	<p>The bidder should not have been blacklisted by any Govt agency or its undertaking. Contract is liable to be</p>	<p>Undertaking by the authorized signatory of the bidder as per the format given in Annexure No. 5</p>

#	Pre-qualification Criteria	Supporting Documents
	terminated by GSCDCL without payments of any compensation, if subsequent to the acceptance of tender it is understood of any blacklisting of the bidder by any Govt or its undertaking.	
8	Bidder shall have all the requisite machinery in-house for manufacturing these Wayfinders like A) 4 feet+ wide pneumatic roll to roll motorized laminator, B) Flat Bed hand / pneumatic Squeeze Roller Applicator for uniform pressure lamination of retro reflective sheeting over ACM panel, C) 4 feet wide plotter cutter for cutting the letters/symbols from retro - Reflective sheeting / overlay film. D) Proposed sheeting manufacturer OEM's own branded Eco-Solvent printer. E) Installation cranes, Sky lifts, Movement trucks etc. F) Original design software licensed with the bidder etc. Bidder Should submit necessary documentary proof in form of purchase bills/ invoice copies thereof.	Proof of ownership of plant & machinery with relevant bills and proof of payment made along with undertaking by the authorized signatory of the bidder as per the format given in Annexure No. 6
9	The bidders proposed OEM for smart VMS shall be ISO 9001:2008 & ISO 14001 certified (Or equivalent standard)	Certificate of incorporation & ISO certificates of the OEM shall be submitted by the bidder
10.	OEM shall have at least 3 years of experience in India in the field of Intelligent Transport Systems.	OEM self-declaration certificate shall be submitted.

2.6.3 Bid Evaluation- Technical Presentation / Demonstration

The Technical Presentation / Demonstration will be carried out in the following manner:

- a. Only those bidders who comply with all the pre-qualification criteria shall be considered as responsive bids.
- b. Only responsive bids will be called for Technical Presentation / Demonstration. The date and venue for the Technical Presentation/Demonstration will be informed to the responsive bidders by GSCDCL.

- c. The Technical Presentation / Demonstration by the responsive Bidders will be evaluated as per the requirements and guidelines specified in the Section 2.6.4 of the RFP.
- d. On successful presentation / demonstration of the criteria mentioned in Section 2.6.4, the Financial Proposals of the Bidders will be opened. The financial proposal of the bidders who do not qualify in technical presentation/demonstration shall be kept unopened in the e-Tendering system.
- e. At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- f. GSCDCL reserve the right to accept or reject any or all bids without giving any reasons thereof.
- g. GSCDCL shall inform the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.6.4 Technical Presentation / Demonstration

#	Description
1	<ul style="list-style-type: none"> a. Bidder shall submit the sample of the retro - reflective board / sign face of size 4"x 5" Written "GSCDCL" on it with proposed orientation free Type IX or Type XI sheeting & overlay film pasted / cold laminated over 4 mm ACP/ACM. b. Sample boards shall be stamped & signed (Using permanent marker) by the Authorized Representative of The sheeting manufacturer on the back side having the details of tender name, Due date etc.
2	<ul style="list-style-type: none"> c. OEM/Bidder will be required to set up a full proof of concept demonstrating all the real-time and automated features of journey time, traffic congestion, automatic re-routing, air quality, emergency messages and weather updates in line with all the technical and functional specifications as provided in the tender.

Note: Bidder meets the criteria mentioned in Clause 2.6.4 above will be considered as Qualified Bidder. Failure to demonstrate all the points mentioned in Clause 2.6.4 above, will lead to disqualification of bidder. Commercial offer will be considered only of the Qualified Bidder.

2.6.5 Bid Evaluation- Financial

- a. The Financial Proposal of only the qualified Bidders will be opened.
- b. Of all the Financial Proposals opened, the Bidder whose financial bid is lowest (hereby referred to as L1 Bidder) shall be considered eligible for award of contract.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected at the sole discretion of GSCDCL.

2.7 Appointment of Successful Bidder

2.7.1 Award Criteria

GSCDCL will award the Contract to the successful Bidder by issuing an LOA whose bid has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

2.7.2 Right to accept any Bid and to reject any or all Bids(s)

GSCDCL reserves the right to accept or reject any bid, and to annul the tendering process/ public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for GSCDCL action.

2.7.3 Notification of Award

- a. Prior to the expiration of the validity period, GSCDCL will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, GSCDCL may like to request the Bidders to extend the validity period of the bid.
- b. Upon the successful Bidder's furnishing of Performance Bank Guarantee, GSCDCL will notify each unsuccessful Bidder and return their EMD.

2.7.4 Contract Finalization and Award

GSCDCL shall reserve the right to negotiate with the Bidder whose bid has been ranked best value bid of the proposed Project basis the evaluation criteria. On this basis the draft contract agreement would be finalized for award and execution.

2.7.5 Performance Guarantee

GSCDCL will require from the selected Bidder to provide a Performance Bank Guarantee, within 15 (fifteen) days from the Notification of award, for a value equivalent to 15% of the total cost of tender value. The Performance Guarantee shall be kept valid till 6 (Six) months beyond the date of completion of the Project and warranty period/ defect liability period. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the Project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, GSCDCL at its discretion may cancel the order placed on the selected Bidder without giving any notice. GSCDCL shall invoke the performance guarantee in case the selected Contractor/ successful Bidder fails to discharge their contractual obligations during the Period or GSCDCL incurs any loss due to Contractor's negligence in carrying out the Project implementation as per the agreed terms and conditions.

Upon requisition by the selected bidders, the value equivalent to 5% of the total cost of tender value shall be returned to the selected Bidder at the end of 3 year from the date

of completion of execution of work. The value equivalent to next 5% shall be released after 7 years from the date of completion of execution of work and the remaining 5% shall be released at the completion of the Project Period (including maintenance and AMC).

2.7.6 Signing of Contract

After GSCDCL notifies the successful Bidder that its proposal has been accepted, GSCDCL shall enter into a contract within the timelines provided in the LOA, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between GSCDCL and the successful Bidder. The template of the agreement is provided in Annexure No. 8.

An indicative terms and conditions of the General Conditions of Contract (GCC), Special Conditions of Contract(SCC) and/or the draft contract that shall be executed by and between GSDCL and the successful bidder is attached. GSDCL reserves the right to modify/ amend the said terms and conditions of the GCC, SCC and/or draft contract after consultation with the successful bidder.

2.7.7 Failure to agree with the terms and conditions of the RFP

- a. Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP within the timelines provided in the LOA shall constitute sufficient grounds for the annulment of the award, in which event GSCDCL may award the contract to the next best value Bidder or call for new bids from the interested Bidders.
- b. In such a case, the GSCDCL shall forfeit the Earnest Money Deposit of the successful Bidder and may also invoke the performance bank guarantee of the successful Bidder.

3 Scope of Work:

The primary purpose of the Wayfinder will be to guide visitors to their intended destinations along the most appropriate route. As with all other directional signs, Wayfinder are an aid to safe and efficient navigation and are intended to complement, but not replace, pre-planning of the journey and the use of verbal instructions, maps, road atlases, route planners and satellite navigation systems.

The scope of work for the project shall include:

- a) Selection of design of proposed Wayfinder, based on the findings of field investigation of existing Wayfinder, standard code of practices followed in India by institutions such as IRC, NHAI, State PWD etc
- b) Install/erect the Wayfinder as per technical specification mentioned in section 3.1 and
- c) Operation and maintenance (as mentioned in section 3.2).

3.1 Installation of Wayfinder:

3.1.1 Wayfinder Type 1: Over Head Gantry Wayfinder:

The scope of work includes providing and fixing of Advance Direction Overhead Gantry Gantry as per IRC: 67-2012 Code of Practice for Road Signs (Point Nos. 16.3.9, 16.3.10 & 16.3.11). The work includes providing and fixing of retro-reflectorized Informatory/Direction sign Boards made of 4mm thick Aluminium Composite Material Sheet, face to be fully laminated with orientation free Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 Class C Type IX or XI having approved messages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and /or English, to be cut out from durable transparent Overlay Electrocutable film or digitally printed using Trafficjet or similar eco solvent printer, subsequently over laminated by sheeting manufacturer's OEM protective transparent overlay to achieve minimum 10 years outdoor life . There will be messages on both side of the board. The width of Overhead structure will be variable from of 14 m to 40 Mtr depending upon width of carriageway. There must be clear distance of at least 2.5 Mtr from edge of road at both shoulders. Middle sign post (If installed) may be installed at median of the road. There should be aluminium backing based hazard marker pasted on oth visible ends of RCC pedestal to enhance visibility at night time. Minimum lateral clearance of sign post from crown level of road should be 6 Mtrs Minimum height of wayfinder panel must be 3 Mtrs.

3.1.2 Wayfinder Type 2: Over Head Cantilever Wayfinder with single leg:

The scope of work includes providing and fixing of Advance Direction Overhead Cantilever type sign. These will be installed in a set of two at two lane roads, at least 200 mtrs before and after major junctions. The work includes providing and fixing of retro-reflectorized Informatory sign Boards made of 4mm thick Aluminium Composite Material Sheet, face to be fully laminated with orientation free Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 Class C Type IX or XI having approved messages e.g. letter,

numerals, symbols /legend/arrow etc. in Hindi and /or English, to be cut out from durable transparent Overlay Film Electrocutable film or digitally printed using Trafficjet or similar eco solvent printer, subsequently over laminated by sheeting manufacturer's OEM fluoride protective transparent overlay to achieve minimum 10 years outdoor life . There will be messages on both side of the board. The width of Overhead structure will be variable from of 6 Mtr to 8 Mtr depending upon width of carriageway and text placement requirements. There must be clear distance of at least 2.5 Mtr from edge of road at both shoulders. In case of dual side cantilever, Sign post will be installed at median of the road. There should be aluminium backing based hazard marker pasted on both visible ends of RCC pedestal to enhance visibility at night time. Minimum lateral clearance of sign post from crown level of road should be 6 Mtrs Minimum height of way finder panel must be 3 Mtrs.

3.1.3 Wayfinder Type 3: Overhead Gantry Wayfinder without Legs (To be clamped on Existing Walls/flyovers, etc.)

The scope of work includes providing and fixing of Advance Direction way finders without legs to be erected at major locations of Gwalior City and will have to be clamped or fixed on existing walls, surfaces of flyovers etc. The work includes providing and fixing of retro-reflectorized Informatory sign Boards made of 4mm thick Aluminium Composite Material Sheet, face to be fully laminated with orientation free Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 Class C Type IX or XI having approved messages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and /or English, to be digitally printed using Trafficjet or similar eco solvent printer, subsequently over laminated by sheeting manufacturer's OEM fluoride protective transparent overlay to achieve minimum 10 years outdoor life. back frame shall be fabricated as per given specifications using 3" Squire MS Hollow sections with necessary clamping arrangements.

3.1.4 Way finder Type 4: Shoulder Mounted Sign Boards with multiple strip and with single or Double Posts

This sign type consists of double side triple Strip for three place identification with two post. Size of each strip may be (1.73 x 0.450 m Rectangular), however size may vary subject to fit suitable font size and text matter. This sign will be used where a number of information are to be communicated either for multiple destinations or to display various attractions/facilities in a particular destination. The Way finders colours and text size, will be as per IRC:67-2012 code of Practice for Road Signs. The work includes providing and fixing of retro-reflectorized Informatory sign Boards made of 4mm thick Aluminium Composite Material Sheet, face to be fully laminated with orientation free Micro Prismatic Grade Sheeting further defined in IRC: 67-2012 Class C Type IX or XI having approved messages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and /or English, to be cut out from durable transparent Overlay Film Electrocutable film or digitally printed using Trafficjet or similar eco solvent printer, subsequently over laminated by sheeting manufacturer's OEM fluoride protective transparent overlay to achieve minimum 10 years outdoor life. There will be one or two vertical post of 150 mm NB Medium Class MS pipe. Height from ground level of the road and bottom of the sign board shall not be less than 2.1

m. The vertical posts shall be firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete below ground.

3.1.5 Wayfinder Type 5: Shoulder Mounted Sign Boards with Single Post

This sign will be used on main and internal roads at all important points of Gwalior City. This signboard will be mainly used for one place identification. The Wayfinder will be supplied and fixed as per IRC: 67-2012 Code of Practice for Road Signs (Point No. 7-13 & 16) for more than 0.9 sqm size board. The scope of works includes providing and fixing of retro-reflectorised Informatory signboards made of 4mm thick Aluminium composite material sheet, face to be fully covered with Class C Type IX or Type XI (Table 5) Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved messages e.g. letter, numerals, symbols/legend/arrow etc. in Hindi and /or English shall be cut out from durable transparent Overlay Film Electrocutable film or or digitally printed using Trafficjet or similar eco solvent printer as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board. Height from ground level of the road and bottom of the sign board shall not be less than 2.1 m. The vertical post shall be firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete below ground level as per approved drawing.

3.1.6 Wayfinder Type 6: Mandatory Cautionary & Facility Signboards

The scope of work includes providing and fixing of mandatory, cautionary and facility signboards of size 1200mm x 1000mm to be erected at required locations in Gwalior City as per IRC: 67-2012 Code of Practice for Road Signs (Point Nos. 16.3.9, 16.3.10 & 16.3.11) for more than 0.9 sqm. size board. The work includes providing and fixing of retro-reflectorised Informatory sign Boards made of 4mm thick Aluminium Composite Material Sheet, face to be fully covered with Class C Type IX or Type XI (Table 5) Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved messages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and /or English, to be cut out from durable transparent Overlay Electrocutable film or digitally printed using Trafficjet or similar eco solvent printer as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board.

3.1.7 Wayfinder Type 7: Smart Real Time Automatic Variable Wayfinder

The smart real time automatic Wayfinder will be erected on top of the Over Head Gantry Wayfinder (Wayfinder Type 1). The scope of works includes supply and Installation of P10 LED Full Colour Variable Message Signs of display size 9.9 Feet X 7 Feet, 10 mm pitch having brightness of 7500-8000 cd/m². The display shall have functionality to adjust luminance of the display manually through control center and automatically through photoelectric sensors. Working environment shall be -10° to + 60° C and humidity of 0% to 90% RH. Viewing distance shall be 10m – 100m. Media Player: Installation of thin client having 4 GB RAM and 16GB Flash Memory with 1.66 GHz processor which shall be connected to the displays for processing. Server Software: Installation of web based solution which shall be accessible on the client's network. It shall be able to connect to any

number of displays and shall be synchronized with the respective thin clients. It shall have an option to send out emergency messages and update the content on the display real-time. VMS shall be fully customizable solution for each display/ location to show traffic/ congestion/ journey time information relevant to the location. It shall provide real time information as well as static information. It shall be able to work in an automated fashion without any manual interruptions, optional manual data feed for emergency messages.

3.2 Operation and Maintenance of the installed Wayfinder and VMS Boards:

Maintenance of the installed Wayfinder and the VMS signs shall be carried out as per the details mentioned in section 4.1.7 and 4.3.1 of this document, respectively.

3.3 Timeline and Deliverable

- i. Signing of Contract Agreement within 15 days from the date of issue of Letter of Allotment (LOA).
- ii. Period of Survey & Design of Retro Reflective Wayfinders & Smart Real Time Automatic Variable Wayfinders for Gwalior City will be Three (3) months from the date of signing of agreement or Three months Fifteen days from the date of issue of LOA whichever is less.
- iii. Period of Supply & Installation of Retro Reflective Wayfinders & Smart Real Time Automatic Variable Wayfinders will be Fifteen (15) months from the date of signing of agreement or Fifteen months Fifteen days from the date of issue of LOA whichever is less. However based on mutual consent and leftover scope of work or additional quantity, this period can be further extended for another 12 months.
- iv. **The installation of the Wayfinder shall be in convergence with the execution of smart road/road works or any other under/over ground works under Smart City, Amrut or any other schemes. Any damage occurred due to lack of coordination by the successful bidder, with the converging department, shall be borne by the successful bidder. The above clause does not imply in case where interventions are proposed by other department/schemes, after execution of work at site.**

3.4 Payment terms

- i. **Running Bill:**
The successful bidder will have to raise Running Bills (invoice) of executed work by 1st week of each calendar month. Payment shall be released against successful completion of installation work at site. All payments shall be released within 30 days after approval of invoice.

4 Technical Specifications

4.1 Technical Specifications for Sheeting and Wayfinder: Technical Specifications for Type IX or XI Retro Reflective Sheeting as Per IRC 67-2012

The Retro Reflective sheeting used shall conform to Type IX or Type XI standards as per IRC 67-2012 & ASTM D 4956-09 and shall meet Minimum Acceptable Coefficient of Retro Reflection values as mentioned given in table 6.9 of IRC 67-2012.

Table 1: Acceptable Minimum Coefficient of Retro-reflection for Type XI Prismatic Grade Sheeting A (Candelas per Lux per Square Metre)

Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue	Brown	Flourescent yellow-Green	Flourescent yellow	Flourescent Orange
0.1 ^{oB}	-4°	830	620	290	83	125	37	25	660	500	250
0.1 ^{oB}	+30°	325	245	115	33	50	15	10	260	200	100
0.2°	-4°	580	435	200	58	87	26	17	460	350	175
0.2°	+30°	220	165	77	22	33	10	7	180	130	66
0.5°	-4°	420	315	150	42	63	19	13	340	250	125
0.5°	+30°	150	110	53	15	23	7	5	120	90	45
1.0°	-4°	120	90	42	12	18	5	4	96	72	36
1.0°	+30°	45	34	16	5	7	2	1	36	27	14

Table 2: Acceptable Minimum Coefficient of Retro-reflection for Type IX Prismatic Grade SheetingA (Candelas per Lux per Square Metre)

Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue	Flourescent Yellow-Green	Flourescent Yellow	Flourescent Orange
0.1 ^{oB}	-4°	660	500	250	66	130	30	530	400	200
0.1 ^{o B}	+30°	370	280	140	37	74	17	300	220	110
0.2°	-4°	380	285	145	38	76	17	300	230	115
0.2°	+30°	215	162	82	22	43	10	170	130	65
0.5°	-4°	240	180	90	24	48	11	190	145	72
0.5°	+30°	135	100	50	14	27	6	110	81	41
1.0°	-4°	80	60	30	8	16	3.6	64	48	24
1.0°	+30°	45	34	17	4.5	9.0	2	36	27	14

When totally wet, the sheeting shall show not less than 90 percent of the values, of retro reflection indicated in above Table. At the end of 10 years, the sheeting shall retain at least 80 percent of its original retro-reflectance.

4.1.1 Adhesives:

The sheeting shall have a pressure-sensitive adhesive of the aggressive-tack type requiring no heat, solvent or other preparation for adhesion to a smooth clean surface, in a manner recommended by the sheeting manufacturer. The adhesive shall be protected by an easily removable liner (removable by peeling without soaking in water or other solvent) and shall be suitable for the type of material of the base plate used for the sign. The adhesive shall form a durable bond to smooth, corrosion and weather resistant surface of the base plate such that it shall not be possible to remove the sheeting from the sign base in one piece by use of sharp instrument. The sheeting shall be applied in accordance with the manufacturer’s specifications.

4.1.2 Messages/Borders:

The messages (legends, letters, numerals etc.) and borders of Retro Reflective Boards shall be of cut letters made in transparent overlay film pasted over the base sheeting with pressure sensitive adhesive or as instructed by the manufacturers or as directed by the concerned Consultant official / engineer-in-charge.

Cut- out messages and borders, wherever used, shall be made in transparent film applied on base sheeting with pressure sensitive adhesive with the coefficient of retro reflection shall not be less than the values of corresponding colour in Tables – 1. For the background colour of the sign the coefficient of retro reflection shall not be less than the specified in Table – 1 for the respective colours.

4.1.3 Colour:

The colour of the material shall be located within the area defined by the chromaticity coordinates in Table 8.1 and comply with the luminance factor given in Table 8.2 of IRC:67:2012 when measured as per ASTM D: 4956-09.

<i>Specification Limits (Daytime)^A</i>								
Colour	1		2		3		4	
	X	Y	x	y	x	Y	x	Y
<i>White</i>	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329
<i>Yellow</i>	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472
<i>Green^B</i>	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771
<i>Red</i>	0.648	0.351	0.735	0.265	0.629	0.281	0.565	0.346
<i>Blue^B</i>	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216

The four pairs of chromaticity coordinates determine the acceptable colour in terms of the CIE 1931 standard colorimetric system measured with standard illumination Source D65 - these colours are equivalent to those listed in ASTM D 4956 using Source C. The colour

shall be durable and uniform in acceptable hue when viewed in daylight or under normal headlights at night.

4.1.4 Test Criteria:

As per clause 6.7 of IRC 67-2012, the retro reflective sheeting shall be tested for coefficient for retro reflection, daytime colour and luminance, shrinkage, flexibility, liner removal, adhesion, impact resistance secular gloss and fungus resistance, 3 years outdoor weathering and its having passed these tests shall be obtained from International/Government Laboratory/Institute by the manufacturer of the sheeting. A certified copy of the test report having the test done for the above-mentioned parameters shall be submitted along with the bid. The report shall be attested by the retro reflective sheeting manufacturer, the performance reading after three years, must be at least 80% of the minimum values mentioned in ASTM D 4956-09 Type-IX and XI sheeting performance table. Also, a test report from an independent test laboratory from India for the sheeting having tested for Retro Reflection & Colourometry shall be submitted by the tenderer.

4.1.5 Warranty and Durability:

As per clause 6.9 of IRC 67-2012, both the digitally printed area, cut-out sheeting and protective durable transparent overlay film shall be covered under the 10-year warranty issued by the sheeting manufacturer. As per clause 6.7.4.3, at the end of 10 years the sheeting shall retail at least 80 percent of its original retro reflection. Hence the bidder shall also submit Pre-Qualification Warranty for Ten Years field performance attested by the sheeting manufacturer for technical qualification in the tender.

4.1.6 Periodical Testing:

Authority shall be testing the coefficient of retro reflection of the installed sign boards on a periodical basis as per IRC 67 - 2012 guidelines. Sign board shall perform above/meet minimum coefficient of retro reflection at all angles as per Table 6.8 or 6.9 of IRC 67-2012 (Whichever is applicable), failing which contractor shall be liable to replace all the sign boards installed by them as mentioned in the tender BOQ. Also the performance security shall be withheld for 10 years. Charges for the periodical testing shall be borne by the contractor

4.1.7 Maintenance of Sign Boards:

- The successful bidder shall provide maintenance for the Sign Boards for 10 years from the date of installation.
- Prior to installing any road sign, the responsibility for the maintenance of the sign and the post is required to be decided, and the timing plan(s) should be clearly established. Over time, signs become faded and their retro-reflective properties diminish. This reduces both conspicuity and legibility, by day and by night. Excessively discoloured or faded signs (e.g. white backgrounds which have become grey or brown, or red borders faded to pink) and signs, where the legend or graphic is peeling off cannot be fully effective and need to be replaced. The signs along with the posts shall be

maintained in proper position, and kept clean and legible at all times. Signs should be cleaned at intervals appropriate to the site conditions. Signs at locations where they are subject to heavy soiling from passing traffic, or algae growth (a common problem with signs beneath tree canopies) will need more frequent cleaning.

- A reference number along with the month and year of installation should be placed on the back of a sign in a contrasting colour or by stamping in characters not exceeding 50 mm in height. It is distracting and unsightly to place reference numbers on the sign face or on the front of a backing board.
- There shall be coloured logo of the department printed alongwith border of each signface.
- All signs shall be inspected at least twice a year both in day and night times and at least once a year in the rain. Damaged signs shall be replaced immediately.
- The successful bidder should maintain a schedule of painting of the posts and signs periodically. It is recommended that painting of the sign structure (where applicable) may be undertaken after every two years. In case of overhead signs, adequate provision is to be made to have access to the signs for the purpose of maintenance activities. This must be ensured at the time of installation. Special care shall be taken to see that weeds, shrubbery, mud, etc. are not allowed to obscure any sign.

4.1.8 Sign Placement:

All the road signs shall be placed on the road as mentioned in the IRC 67-2012.

4.2 Technical Specifications for ACM/ACP Sheeting as per IRC 67-2012

ACM (aluminum composite material)/ ACP (aluminum composite panel) used as a substrate for sign board shall be 4 mm thick with aluminum skin thick ness of 0.4 to 0.5 mm on both sides. All properties of ACP/ACM shall be complying with clause 6.5.2 of IRC 67-2012. Test parameters shall be as per table 6.1 of IRC 67-2012 and test shall be conducted at government approved laboratory.

4.2.1 Technical Specifications for Structure coating

All fabricated steel components shall be thoroughly cleaned in solvent dip. A rust removal pre-treatment must be carried out prior to primer coating. A two-pack isocyanate-free inorganic–organic acrylic polysiloxane paint which can be used to manufacture coatings having superior weathering performance over polyurethane and with better mechanical and chemical performance than epoxy, must be used for final coating.

Final coat shall be of transparent super hydrophobic nano- composite polymeric material. When applied as a transparent coating on metal structure, it should produce scratch resistant clear film that protects the substrates from corrosion, microbial growths and any kind of stains (anti-graffiti). The coating should be self-cleaning and easy to clean in nature. The material should have presence of inorganic net works to achieve excellent weather stability and has also excellent dust pick-up resistance for road sign applications.

Entire coating process must be carried out in OEM specified controlled environment, using screw compressor, pneumatic spray gun, Dust & humidity controlled booth. The bidder must submit joint PQ warranty of proposed coating confirming to above specification and and minimum outdoor service life of 20 years.

4.3 Technical Specifications for Variable Message Sign Boards:

4.3.1 Warranty & AMC

The Bidder shall provide onsite comprehensive warranty for 3 year from the date of installation.

- a. The successful bidder shall be responsible for on-site repair or replacement of complete LED Module if individual LED failures are more than 5% within the module/ Cabinet within the warranty/AMC period.
- b. The successful bidder shall perform regular cleaning and maintenance of displays once every 6 months.
- c. The successful bidder shall store 2% spares at their warehouse during Warranty / AMC period.
- d. The successful bidder shall provide customer support contact for complaint registration.

4.3.2 Training

- a. The Bidder shall undertake to train the staff nominated by GSCDCL in operating, managing and configuring hardware and software application aspects before handing over the project.

4.3.3 Site Preparation

- a. The site for installation of the solution shall be provided by the GSCDCL as per the required conditions.
- b. The complete installation of the solution at the site(s) shall be the responsibility of the supplier.
- c. Earthing arrangement for all the equipment and power supply shall be the responsibility of the supplier.
- d. GSCDCL shall ensure sufficient, stable (without voltage fluctuations) and continuous power supply at the site. Supplier shall provide UPS to avoid voltage fluctuations and ensure uninterrupted operations.
- e. GSCDCL shall provide a space for a desktop server at their location/ control room
- f. The supplier shall be responsible for drawing the power to the SMART VMS board to the extent of (10-15) m from the power source.

4.3.4 OEM Criteria

- a. OEM or its authorised agent for smart VMS shall have presence and operations in India for at least 5 years. Certificate of incorporation shall be provided.
- b. The OEM shall be ISO 9001:2008 & ISO 14001 certified (Or equivalent quality standard).

- c. The bidder's proposed OEM shall not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- d. The total turnover of the OEM / its authorised channel partner shall not be less than Rs 24 Crores per year over last 5 years. Audited financial statements shall be submitted as a proof.
- e. OEM or its authorised channel partner shall be the single provider of road safety solutions including retro Reflective Wayfinders, road furniture and Smart VMS solution.
- f. OEM or its authorised channel partner shall have an experience in traffic safety business for at least 7 years.
- g. OEM or its authorised channel partner shall have at least one year of experience in India in the field of Intelligent navigation Systems or Smart urban signage . OEM self-declaration certificate shall be submitted.

4.3.5 Functional Specifications:

- a. VMS solution shall be able to display real-time as well as static data.
- b. VMS solution shall be a fully customizable solution for each display/ location to show live traffic-related information, live congestion related information specific to that location/ corridor.
- c. VMS solution shall be able to provide automatic real time information like weather updates, alternate route options useful to the road user.
- d. VMS Solution shall have the capability to be integrated with disaster management & emergency response data sources to provide instant alerts to road users & public.
- e. SMART VMS solution shall allow integration with Speed Radars/lasers for speed monitoring and Driver feedback applications to reduce accident on roads.
- f. SMART VMS solution shall allow distribution of emergency messages to specific individual / group or all VMS boards via secured Mobile/ Tablet application.
- g. SMART VMS solution shall be capable of reading live data from road side sensors. Example: - Parking, Air Quality etc.
- h. If there is no data connectivity due to network issues on the thin client then the VMS shall display the last uploaded content / programmed content, thus ensuring uninterrupted performance.
- i. In the event of central server failure, each of the SMART VMS boards should be individually capable of continuous & uninterrupted display of real time traffic & other information as per last configuration thereby ensuring continuous operation.
- j. There shall be an option to view latest content screen shot of every display on the centrally hosted VMS Manager Application
- k. Android App shall be provided for entering Emergency messages and distributing to the VMS Displays from the App with clear time lines (Start time & Date, End time and Date). Authentication key shall be provided to the authorized users only.
- l. Automated email alerts at set intervals shall be provided in case the VMS thin clients are not connecting to the central manager application.

- m. The system shall maintain the history of messages archived for future reference and analysis.
- n. All boards shall be connected and controlled centrally via one software application and server.
- o. It shall be capable to integrate with other Intelligent Transport Solutions as and when required on availability of protocols.
- p. The intended information to be displayed shall have the feature to schedule and display data at any date and time.
- q. VMS solution shall be installed at Traffic Police Head Quarters Control Room and shall also be capable of providing viewing facilities as directed by the Engineer.
- r. VMS shall be capable to maintain logs on the server for a period of 12 months.
- s. VMS solution shall display pictograms and text message in English, Hindi and other regional languages.
- t. VMS Solution shall have the capability to define groups for displays, so that specific messages can be displayed to targeted boards.
- u. VMS solution shall work in an automated fashion. No manual intervention shall be required for displaying the contextual, real-time information.
- v. VMS solution shall be a cloud-based solution.
- w. Comply with FCC, CE

4.3.6 SMART VMS LED DISPLAY SPECIFICATION

#	Description	Technical Specification
1	Size of Smart Variable Message Sign LED Display	2.88 Mtrs Length x 1.92 Mtrs Height + 1%
2	Pixel Pitch	10mm
3	Colour Type	Full Colour
4	Brightness Adjustment	Automatic & Manual
5	Control Method	Synchronized with system
6	Working Temperature	Shall be 0 to +55 Degrees Centigrade
7	Picture Display	Customized as per size of display board
8	Viewing Distance	100 mtrs Minimum
9	Humidity (RH)	10% RH to 90%RH
10	LED Type	DIP
11	Life Span of LED	Minimum 1,00,000 Hrs
12	Defect Ratio	<0.1%
13	Working voltage	AC 230 V + 10%; 50 HZ
14	Control System	DVI display card + Full color controller card
15	Ingress protection rating	IP 54 - For Cabinet & IP 65 - For LED Display Module
16	Operating system	Windows embedded operating system
17	Flicker	No visible flicker to naked eye

18	Multiple data communication interface/port/protocol	RJ45 Ethernet, RS232, RS 485 and any other suitable, NTCIP protocol shall be used.
19	Local storage in VMS	The local storage shall be provided as per the requirement of the customer and not less than 10 GB
20	Communication	Wired/GPRS based wireless technology with 3G upgradable to 4G capability
21	Functional features	The VMS boards shall have the facility to generate Real Time information of Traffic Data i.e. Traffic Live Congestion, Journey Time, Traffic rerouting, Live Weather, automatically using a thin client windows embedded system. The VMS solution should provide Android based application for Disaster Management/Emergency Messages
Client Player Software (At the Display)		
#	Details	
1	The Software should run on Microsoft Windows Platform: Windows 7 Embedded.	
2	The Software powers up the Media Player at pre-determined times on all functioning days of the Station.	
3	The Software powers off the unit during the closing hours of the Station.	
4	No Personnel should be required to either switch on, switch off, power off, log in or log out procedures. All the above functions should function automatically as scheduled.	
5	Multiple Screen Layouts with Multiple Independent Zones.	
6	Play Standard Multimedia Files: Flash, Videos, Images, etc.	
7	Separate Weather Banners	
8	Scrolling Banners	
9	Time-Sensitive Content – Expired old content to be purged.	
10	Unattended, Continuous Playback	
11	Remote Shutdown, Reboot Mode.	
12	Connect on “as-and-when-needed” basis	
13	Can use Dial-Up or Broadband Connectivity	
14	No Proprietary Hardware required	
15	Off the Shelf Operating Systems	
16	Scalable Network	

17	No need of dedicated bandwidth
18	Play Scheduled Playlist in day parts
19	Ability to schedule permitted download and upload time so as to use connectivity during non-peak hours.
20	Proof of Play and Log Retrieval
21	Support Major Indian Language Fonts
22	Minimum 4 GB RAM and 16 GB Flash, 1.66 GHZ
23	24x7 Operations
Network Control Software(At the USER)	
#	Details
1	Web Based Solution (Hosted Manager Application) anywhere access on the Clients Network
2	Desirable Integration with Windows Server 2008 / 2012 based Active Directory System.
3	Screen Layout Designer Module with Drag and Drop interface and supporting more than 2 Media Zones, 3 Scrolling Zones, Date and time zone along with Weather Module. Supports any screen resolution in both the screen Formats (Portrait and Landscape).
4	Alert Manager: Option to assign player or Group of players to an email id to receive the Player logs between set intervals.
5	Players can be placed in multiple Groups and schedules can be sent to a Group or a selection of Players in a Group or to the Whole Network.
6	Can add any number of media players in the Network.
7	Default - Screen can be divided into 7 zones. 3 Media zones supporting all Media formats (Videos, Images, Flash, Web URLs), 3 Ticker, Date Zone & Clock Zone.
8	Media zone can play Videos, Flash, Images, Web pages, Office Files & PDF documents.
9	Customer can choose smooth seamless transitions between images.
10	Media zones can be synchronized.
11	Media can be organized in Tree View Folders.
12	All the zones in the Screen Layout can be scheduled independently.
13	Tickers supports UNI code (Multi Lingual Support). Should customize font name, font size, font type, Foreground color and Background color (Gradient & Solid).
14	Tickers scroll in any direction (Right to Left, Left to Right, Top to Bottom and Bottom to Top)
15	Tickers support feature where news can be downloaded from a RSS News Feed at a given interval.
16	Option to set Different text Scroll data for different days of the week
17	Feature of Enabling and disabling players on the network.
18	Feature for deleting / purging the files on the Content server.
19	Feature to view History, Active and Future Schedules for all the zones.
20	Feature to overwrite Future Schedules and files on the Remote players.
21	Ability to view the Current Files and the playlist of the Remote Players.

22	Ability to Overlay Image and text on the Main Video Zone (Transparency Feature)
23	Feature to set the different shutdown time and reboot time for all days of a week for the Remote Players.
24	Logs for viewing the Status of the players (Start Up time, Shutdown Time and Server Connect Time).
25	Feature for creating project files for External Pen drive Updates for the players where there is no Internet connectivity.
26	Dashboard view of the Network connectivity Status between the Media Players and the Central Server, Players current IP Address & Free Space available on Players.
27	Drag and Drop feature to create a playlist, modify the position of the files in the playlist.
28	Each file in the Media Playlist to have Start and End time and option for looping.
29	Option to set the files in the playlist to play for a set number of Occurrence in a day
30	Option to set the files in the playlist to play in a set day of the Week or entire week
31	Option to mute Audio for each Media file in the playlist.
32	Option to play selected Media files in Full Screen Mode during payback
33	Option to set the start play time and end play time for Media file to playback only selected portion of the Media file.
34	Option to force download selected Media files in the playlist.
35	Option to set Screen shot with time stamp during Media Playback on Media player and upload back the screenshot to be viewed from the Manager.
36	Information about the Contents upload time form the Manager Application and Media files download time form the player.
37	Reports of Media Exposure between Date ranges. Should be able to export this data to Microsoft Excel & PDF.
38	User access & management - Multi Level user access, Administrator will have all the rights and he can create users and assign rights, User access can be provided for a Player, Group of Players or each module like Playlist creation, Layout Management, Reports etc.
39	Software Updates and Patches are to be remotely managed from the manager to the Media Players.
40	The Schedules, Playlists, Logs and other information for the players are uploaded to a Content Server in an encrypted format.
41	Internet connectivity (Green and Red) Indicator at the Player to identify network connectivity.
42	Self-Healing Watch Dog Module on the player to ensure sure that all the zones in the current Layout are up and running.
43	Media Expo uploaded to the server once every day.
44	Automatic Project update Flash Module on the player to update the content and the schedules from the project file in case of manual update.
45	Players should be programmed to download content from the XML feed automatically.
46	Encryption of Data to increase secure downloads on the player – Minimum 128-bit encryption is to be supported.

47	Intelligent Download Module on the player helping in content and schedules to be downloaded meant for the particular player.
48	Player programmed to play unattended 24 x 7
49	If there is no internet/ data connectivity on the player then the player plays the last updated content.
50	Reports Customizable based on the Clients requirement with no additional Charges.
51	Log Viewer Module in the Manager application to give instant reports for Active Playlists on each player, Content upload and download time, player start up and shutdown times.
52	Option to push Blue casting Messages to the players at the locations.
53	Option to send Emergency messages to the players. Messages should override the current content on the Screen and Display FULL Screen. Also option to set the Start and End time for Emergency Messages and the frequency interval so that the player will alternate between the Emergency Messages and current content.
54	Scheduled Player downloads for better Bandwidth Management and also support Broken downloads and Intelligent downloads where only modified content downloads.
55	Support for preventing play back of content that is not authenticated in the Manager Application.
56	Support Multiple File types in a Loop (Multiple file formats in a Playlist).
57	Option to have a schedule Exclusive Media Playback - Media files in the playlist can be marked as Exclusive and provided a Start Duration and End Duration in a Day so that during this interval all other Media files in the Playlist are skipped and only the files marked as exclusive will play.
58	Twitter Feed Integration in Scrollers
59	Option to play selected Media files in Day Time Parting by providing the Start time and End Time
60	Additional option for Displaying all the screen shots of all the players in the Network as Thumbnails in a Single Web Page
61	An Image Designer Application to Create and design Images which can be installed as a standalone applications (The Images designed with combination of Images and Text can be directly uploaded to the content Server which can be used in the playlists)
62	Preset Weather Zones for Portrait and Landscape (can be customized based on client requirement) will display the current weather and forecast for next 2 days for selected cities. Players to have internet connectivity

4.3.7 Key Notes:

- a. Comprehensive maintenance includes all the outdoor and indoor equipment's and complete cabling network. The spares, tools, tackles required for smooth functioning of the system are in scope of the of the Successful Bidder provider.
- b. Comprehensive maintenance charges quoted by the bidder shall include all the costs of minor spares, services, preventive maintenance and transportation

- c. All the necessary tools and tackles required for preventive and corrective maintenance shall be in the scope of the Successful Bidder.
- d. The complete system (all active components, passive components, like poles, Display board / cabinet / Accessories / Thin Client / Central Server will be covered under comprehensive maintenance.
- e. Onsite / Remote support for any bugs related to the software / Installation of patches / Routine Upgrades comes under maintenance
- f. Bidder is required to submit financial bid exclusive of applicable GST, but inclusive of all duties, taxes, royalties and other levies; and the GSCDCL shall not be liable for the same. The GST shall be paid separately as per applicable Government rules.

5 Annexures

Annexure No. 1

BID SECURITY (BANK GUARANTEE)

To,
The Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

Date: _____

Bank Guarantee No.: _____

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its Proposal dated _____ for _____ (hereinafter called “the RFP”)

KNOW ALL PERSONS by these present that WE [insert: name of bank] of [insert: address of bank] (hereinafter called “the Bank”) are bound to Gwalior Smart City Development Corporation Limited (hereinafter called “GSCDCL”) for the sum of: [insert: amount], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Seal of the said Bank this [insert: number] day of [insert: month], [insert: year].

THE CONDITIONS of this obligation are the following:

1. If, after the RFP submission deadline, the Bidder:
 - (a) withdraws its Proposal during the period of Proposal validity or
 - (b) does not accept corrections of arithmetic errors made by GSCDCL in accordance with the Instructions to Bidder; or
2. If the Bidder, having been notified of the acceptance of its Proposal by GSCDCL during the period of Proposal validity
 - (a) fails or refuses to sign the Contract when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidder.

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

This guarantee will remain in full force up to and including insert: _____[the date that is 60 days after the period of Proposal validity], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed:

Date:

in the capacity of: [insert: title or other appropriate designation]

Seal of the Bank

Note:

- This guarantee will attract stamp duty as a security bond.
- A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure No. 2

PERFORMANCE BANK GUARANTEE/ SECURITY

To

The Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

For Contract Performance Bank Guarantee

Ref : < --- >

Date: _____

Bank Guarantee No.: _____

WHEREAS M/s. (name of Bidder), _____, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has entered into a Contract dated (Hereinafter, referred to as “Contract”) with you for “_____”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of _____ of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of _____% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good during the contract period and till 180 (One Hundred and Eighty) days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 180 (One Hundred and Eighty) days after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against GSCDCL; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the terms of the Contract, any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to __% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed ___% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 (One Hundred and Eighty) days after the End of Contract Period.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 (One Hundred and Eighty) days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts at Gwalior for the purpose of any suit or action or other proceedings arising out of this guarantee.

Dated this day 20....

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

- This guarantee will attract stamp duty as a security bond.

- A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure No. 3
Financial Bid

TENDER FOR LUMP SUM RATE CONTRACT:

NAME OF WORK: (Name of the work as appearing in the bid for the work)

We do hereby bid for the execution of the above work within the time specified at total Lump Sum rate (in figures) (in words).....excluding GST based on the rates of each item mentioned in Annexure No. 9 – Cost Estimation. The total rate given therein in all respects are in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable.

We have visited the site of work and are fully aware of all the difficulties and conditions likely to affect carrying out the work. We have fully acquainted ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the EXECUTIVE DIRECTOR, GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED, GWALIOR; Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions.

Note:

- i. Only one ‘Lump Sum’ rate shall be quoted against the table attached in Annexure No 3.1.
- ii. Rate shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct rate. If the Bidder is not ready to accept such valid and correct rate and declines to furnish performance security and/or fails to sign the contract its earnest money deposit shall be forfeited.
- iii. It shall be assumed that the quote provided by vendors are accounted for all the items mentioned in Cost Estimation - Annexure No. 9
- iv. Bidder is required to submit financial bid exclusive of applicable GST, but inclusive of all duties, taxes, royalties and other levies; and the GSCDCL shall not be liable for the same. The GST shall be paid separately as per applicable Government rules.

Signature of Bidder

Name of Bidder

Annexure No. 3.1**BREAK-UP OF FINANCIAL PROPOSAL (to be attached with the Financial Bid)**

S. No.	Type Of Board	Total Number of Wayfinders (Nos.)			Cost of Wayfinder	Total Cost (in Rs.)		
		ABD	Pan City	Total		ABD	Pan City	Total
1	Advance Directional Wayfinder: Shoulder Mounted Sign Boards with Triple strip and with Double Posts	33	150	183				
2	Advance Directional Wayfinder: Shoulder Mounted Sign Boards with Single Post	65	100	165				
3	Advance Directional Wayfinder: Over Head Gantry Wayfinder	7	10	17				
4	Advance Directional Wayfinder: Over Head Cantilever Wayfinder with single leg	13	30	43				
5	Advance Directional Wayfinder: Overhead Gantry Wayfinder without Legs	1	10	11				

S. No.	Type Of Board	Total Number of Wayfinders (Nos.)			Cost of Wayfinder	Total Cost (in Rs.)		
		ABD	Pan City	Total		ABD	Pan City	Total
6	Street Name: Shoulder Mounted Double Sided Road Name Signboards with Double Posts	17	200	217				
7	Place Identification: Shoulder Mounted Sign Boards with Single Post	28	200	228				
8	VMS: Over Head Gantry	5	5	10				
9	Cautionary: Shoulder Mounted Sign Boards with Single Post	66	300	366				
10	Raised Pavement Markers	349	15,000	15,349				
	Total							

Signature of Bidder

Name of Bidder

Annexure No. 4

POWER OF ATTORNEY

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms. _____ R/o _____ who is presently employed with us and holding the position of _____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for _____ (the “Project”), including signing and submission of all documents and providing information/ responses to Gwalior Smart City Development Corporation Limited and representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

Annexure No. 5

Format for Declaration by the bidder for not being Blacklisted/ Debarred

(To be submitted on the Letterhead of the Bidder/ each member of the Consortium)

Date: dd/mm/yyyy

To

Executive Director

**Gwalior Smart City Development Corporation Limited (GSCDCL)
Gwalior, Madhya Pradesh**

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the last date of submission of the bid

RFP Reference No: XXXX

Dear Sir/ Madam,

I, authorized representative of _____, hereby solemnly confirm that _____ is not debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid.

In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful Bidder.

Thanking you.

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure No. 6

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipments. A separate Form shall be prepared for each item of equipment and original licensed design software listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible.

Type of Equipment		
Equipment Information	Name of manufacturer,	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially Manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of the Owner	
	Address of the owner	
	Telephone	Contact Name & Title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Annexure No. 7

Affidavit

{Location, Date}

To:

The Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

Reference: GSCDCL RFP No. _____ dated _____ (“RFP”)

Dear Sir/ Madam,

Over and above all our earlier confirmations and submissions as per the requirements of the RFP, I/ we hereby declare, confirm and undertake that:

1. I/ We have quoted for all items as requested by GSCDCL in the RFP and stand committed to deliver to the highest standards and quality as required by GSCDCL to meet the timelines of the Project. My/ Our bid submission is in line with the requirements of GSCDCL as stated in the RFP.
2. I/ We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. I/ We are completely aware of the service level requirements and timelines specified by GSCDCL and are committed to adhering to the same. I/ We have also clearly taken note of the service level requirements of GSCDCL and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us.
5. I/ We have clearly understood GSCDCL’s requirements and wish to confirm that I/ we shall abide by the terms and conditions of the RFP.
6. I/ We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to GSCDCL’s discretion. I/ We also confirm and understand that for all other errors which we have made in the bid, GSCDCL, for the purpose of evaluation will take the corrected amount based on the price quoted by me/ us in the price sheets but the payment of such amounts would be completely according to GSCDCL’s discretion.
7. I/ We confirm that I/ we will provide the best of my/ our resources and the people proposed by me/ us will be dedicated to GSCDCL for the sake of resource continuity. Further, I/ We also confirm that GSCDCL may interview the key resources proposed by me/ us and confirm its acceptability. In any event if a resource is found unfit by GSCDCL I/ we agree to change the same and provide GSCDCL with a replacement within reasonable time so as to not affect the services/ Project timelines.

8. I/ We confirm and understand that GSCDCL has an aggressive rollout schedule and I/ we will adhere to the rollout schedule at no additional cost/burden to GSCDCL.
9. I/ We confirm that all the proposed solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of GSCDCL.
10. I/ We confirm that the prices and values quoted by me/ us encompass the complete scope of the Project and I/ we will ensure that the quality of deliverables for the Project is not affected due to any pricing pressures.
11. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against me/ us. It is further certified that there is no investigation pending against me/us or the CEO, Directors/ Manager/ key employees of my/ our concern.
12. That the decision of GSCDCL will be final and undisputable in accepting a rejection my / our offer.
13. That the self-certified information given in the bid document is fully true and authentic.
14. That:
 - a) Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b) Information regarding financial qualification and annual turn-over is correct.
 - c) Information regarding various physical qualifications is correct.
15. No close relative of the undersigned and our firm/company is working in the department.

Dated this.....by20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This undertaking cum declaration should be provided on the non-judicial stamp paper of appropriate amount and duly notarized)

Annexure No. 8

AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,

..... (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority vide its Request for Proposal for [.....] (hereinafter called the “**Consultancy**”) for Smart City Projects in Gwalior Smart City (hereinafter called the “**Project**”);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (f) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- (j) **“ED”** means Executive Director, GSCDCL
- (k) **“Government”** means the Government of M.P.
- (l) **“INR, Re. or Rs.”** means Indian Rupees;
- (l) **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (m) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) **“Personnel”** means persons hired by the Consultant or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (p) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) **Agreement;**
- (b) **Annexes of Agreement;**
- (c) **RFP; and**
- (d) **Letter of Award.**

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it

shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 14 (fourteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited. The termination shall apply on the applicant’s failure to commence work, only if such failure is due to reasons solely attributable to the applicant.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to,

war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing. The termination shall apply only in the listed events of notice of suspension amount to the material breach of agreement;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe

sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade

commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage equivalent to Agreement Value;

(b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and

(c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

(c) The audit conducted shall be restricted to the physical files of this Agreement only and shall be subject to client agreeing to maintain confidentiality of these documents. If any third parties are employed by the client to conduct audit, client shall ensure that such third parties are not be a competitor of the applicant and shall agree to confidential obligations with applicant.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) Sub contracting shall not be allowed
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish

forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex- 2 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-2 may be made by the Consultant by written notice to the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the

event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution in first year, a sum equal to 1% (one per cent) of the amount payable to the Consultant in first year shall be deducted for each replacement of key personnel.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, Project Manager shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rupees.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

(b) The Authority shall cause the payment due to the Consultant to be made within 45 (Forty five) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable by the Authority unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

(d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The consultant shall furnish a bank guarantee for an amount equal to 5% (Five percent) of the agreement value as performance security in the form specified at Annex – 7 of this agreement, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (five per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% (Zero point five percent) of the milestone payment per day, subject to a maximum of 5% (five percent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Divisional Commissioner, Gwalior for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.1 All disputes or differences arising out of or in connection with this contract, can be raised except before the **Competent Authority (Chief Executive Officer-GSCDCL)** as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 9.2 No issue of dispute can be raised after 45 (forty five) days of its occurrence. Any dispute raised after expiry of 45 (forty five) days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.
- 9.3 The **Competent Authority** shall decide the matter within 45 (forty five) days of notice such disputes.
- 9.4 Appeal against the order of the Competent Authority can be preferred within 30 (thirty) days to the **Appellate Authority (Executive Director-GSCDECL)** as defined in the Contract data. The **Appellate Authority** shall decide the dispute within a further period of 45 (forty five) days.
- 9.5 Appeal against the order of the **Appellate Authority** can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhinyam, 1983.
- 9.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
For and on behalf of Consultant:

SIGNED, SEALED AND DELIVERED
For and on behalf of Authority:

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.