

**REQUEST FOR PROPOSAL FOR SELECTION OF
IMPLEMENTATION AGENCY FOR INTELLIGENT TRANSIT
MANAGEMENT SYSTEM (ITMS) IN VADODARA CITY**



Volume I – Instruction to Bidders and Terms of Reference

Tender Number: VSCDL/908/2017-18



Issued By:

Vadodara Smart City Development Limited (VSCDL)

Vadodara

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1. Disclaimer

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

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

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

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

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

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

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

2. Glossary

Abbreviation	Full Form
AP	Access Point
API	Application Program Interface
AVLS	Automatic Vehicle Location System
BCV	Bus Card Validator
BDC	Bus Driver Console
BEC	Bid Evaluation Committee
BI	Business Intelligence
BOM	Bill of Material
BSF	Bid Security Form
BTMS	Bus Terminal Management System
CAD	Computer Aided Dispatch
CC	Capital Cost
CCC	Command and Control Centre
CCHS	Central Clearing House System
CCTV	Closed Circuit Television
CRPA	Control Room Process & Analyst
CSP	Cloud Service Provider
DC	Data Centre
DD	Demand Draft
DMS	Depot Management System
DR	Disaster Recovery
EMD	Earnest Money Deposit
EMS	Enterprise Management System
ETL	Extract, Transform and Load
FRS	Functional Requirements Specifications
GIS	Geographical Information Systems
GoG	Government of Gujarat
GoI	Government of India
GPRS	General Packet Radio Service
GPS	Global Positioning System
GSM	Global System for Mobile communications
GST	Goods & Services Tax
HTT	Handheld Ticketing Terminal
HTU	Handheld Ticketing Unit
IMS	Incident Management System
IT	Information Technology
ITMS	Integrated Transit Management System
LoI	Letter of Intent
MAF	Manufacturer's Authorization Form
MTBF	Mean Time Before Failure
MTTR	Mean Time to Replace

RFP (Volume I) for Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City

NDCS	Hardware, Network & Data Centre Staff Member
NMS	Network Management System
NPV	Net Present Value
NVR	Network Video Recorder
O&M	Operation & Maintenance
OEM	Original Equipment Manufacture
OFC	Optical Fibre Cable
PBG	Performance Bank Guarantee
PMC	Project Management Consultant
PoA	Power of Attorney
PoC	Proof of Concept
POP	Point of Presence
POS	Point of Sale System
PQ	Pre-Qualification
PV	Present Value
QA	Quality Assurance
QC	Quality Control
QoS	Quality of Service
RDBMS	Relational Database Management System
RFP	Request for Proposal
SAN	Storage Area Network
SCV	Station Card Validator
SI	System Integrator
SLA	Service Level Agreement
SOR	Schedule of Rates
SP	Service Provider
SPV	Special Purpose Vehicle
SRS	Software Requirement Specifications
STSM	Senior Technical Staff Member
STT	Station Ticket Terminal
TAT	Turn-Around-Time
TDS	Tax Deducted at Source
TPA	Third Party Auditor
TQ	Technical Qualification
UMTS	Universal Mobile Telecommunications System
VMC	Vadodara Municipal Corporation
VSCDL	Vadodara Smart City Development Limited
VSDS	Vehicle Scheduling and Dispatch System

3. Notice Inviting Bid



Vadodara Smart City Development Limited (VSCDL)
C/o Vadodara Municipal Corporation, Khanderao Market, Vadodara

Notice Inviting RFP for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”

Bid for Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City is invited online on (n) Procure website (<https://vmc.nprocure.com/>) from the bidder meeting the basic eligibility criteria as stated in the bid document.

RFP Document Availability	(n)Procure website (https://vmc.nprocure.com/)
Tender Fee (Non-refundable)	Tender Fee of INR 10,000/- (Rupees Ten Thousand Five Hundred only) plus GST by Demand Draft
EMD	EMD of INR 40,00,000/- (Rupees Forty Lakhs only) shall be either in form of <ul style="list-style-type: none">• Demand Draft in favour of “Vadodara Smart City Development Limited” from any nationalized/scheduled banks, payable at VadodaraOR• Bank Guarantee issued by Nationalized Bank including IDBI Bank/Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/ 2015/508/DMO dated 27.04.2016) only in favour of “CEO, Vadodara Smart City Development Limited”.
Start date and time for downloading RFP	14 th February 2018
Deadline for submission of pre-bid queries for clarifications	20 th February at 2018 at 1100 Hrs
Date, time and place of pre-bid meeting	21 st February 2018 at 1530 Hrs <i>Place:</i> Conference Room, Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat
Deadline for submission of Proposal and EMD, online	16 th March 2018 at 1800 Hrs
Deadline for physical submission of technical Proposal, Tender Fee and EMD	17 th March 2018 at 1500 Hrs
Contact for queries	IT Department, Vadodara Smart City Development Limited, C/o Vadodara Municipal Corporation Khanderao Market, Vadodara – 390001, Gujarat Email ID: smartcity_itcell@vmc.gov.in

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

General Manager (IT)
Vadodara Smart City Development Limited

4. Important Dates

#	Information	Details
1.	Project Name/ Name of Work	Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City
2.	Publication of Request for Proposal	11 August 2017
3.	Website to download RFP	(n)Procure website (https://vmc.nprocure.com/)
4.	RFP Fees	Tender Fee of INR 10,000/- (Rupees Ten Thousand only) plus GST by Demand Draft
5.	EMD Amount	EMD of INR 40,00,000/- (Rupees Forty Lakhs only) shall be either in form of <ul style="list-style-type: none"> Demand Draft in favour of “Vadodara Smart City Development Limited” from any nationalized/scheduled banks, payable at Vadodara OR Bank Guarantee issued by Nationalized Bank including IDBI Bank/Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/ 2015/508/DMO dated 27.04.2016) only in favour of “CEO, Vadodara Smart City Development Limited”.
6.	Deadline for submission of pre-bid queries for clarifications	20 th February at 2018 at 1100 Hrs
7.	Date, time and place of pre-bid meeting	21 st February 2018 at 1530 Hrs <i>Place:</i> Conference Room, Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat
8.	Deadline for submission of Proposal and EMD, online on (n)Procure	16 th March 2018 at 1800 Hrs
9.	Deadline for physical submission of Technical Proposal (1 Copy), Tender Fee and EMD	17 th March 2018 at 1500 Hrs
10.	Addressee and address for the Tender Fee and EMD	<i>Addressee for the EMD:</i> General Manager (IT), Vadodara Smart City Development Limited (VSCDL) <i>Address:</i> Vadodara Municipal Corporation, Record Branch, Khanderao Market, Vadodara – 390209, Gujarat
11.	Date, time and place of online opening of Technical Proposals	To be informed later. <i>Place:</i> VSCDL, C/o Vadodara Municipal Corporation
12.	Date, time and place of presentation/demo on Technical Solution by bidders	To be informed later. <i>Place:</i> VSCDL, C/o Vadodara Municipal Corporation
13.	Date, time and place of online opening of Financial Proposals	To be informed later. <i>Place:</i> VSCDL, C/o Vadodara Municipal Corporation
14.	Contact for queries	IT Department, Vadodara Smart City Development Limited, C/o Vadodara Municipal Corporation Khanderao Market, Vadodara – 390001, Gujarat Email ID: smartcity_itcell@vmc.gov.in

5. Introduction and Background

5.1. About Vadodara

Located in western part of India in the state of Gujarat, Vadodara (formerly known as Baroda) is referred as cultural capital of Gujarat and is the third largest city after Ahmedabad and Surat. It is the administrative headquarters of Vadodara District and is located on the banks of the Vishwamitri River.

As per the Census 2011, Vadodara has a population of almost 1.7 million+ people. The city is an important industrial, cultural and educational hub of western India and has the largest university in Gujarat, the Maharaja Sayajirao University of Vadodara. The city houses several institutions of national and regional importance while its major industries include petrochemicals, engineering, chemicals, plastics, IT and pharmaceuticals and foreign exchange services amongst others.

Vadodara has also been selected as one of the sixty Indian cities (in the Second round of selection) to be developed as a smart city under Smart Cities Mission.

5.2. About VMC

In 1947, when India became Independent, the princely state of Baroda was merged into the Bombay state in 1949. The municipal administration was functioning as per the provisions of the Bombay District Municipal Act. In 1951 however the city administration came under the guidelines of Baroda Municipal Act.

On 1st April, 1951, Vadodara (Erstwhile Baroda) got the status of the Municipal Corporation and hence the Gujarat Provincial Municipal Corporation (GPMC) Act was enforced. Ever since then the Municipal administration is run as per the provisions of the GVMC Act.

Vadodara has 12 administrative wards and 19 election wards. Each election ward is represented by four councillors of which two are lady councillors. Thus, the total number of Municipal councillors is 76. The election is held once in five years and the Mayor's tenure is maximum of 2½ years. While the Mayor is the head of the elected body, the administrative head is the Municipal Commissioner who is assisted by Deputy Municipal Commissioners and several other officers including city engineer, chief accountant and ward officers. Each administrative ward is headed by the ward officer who is responsible for efficient and smooth functioning of revenue collection, sanitation and implementation of certain government schemes and he reports to the Asst. Municipal Commissioner (Zone). There are two Deputy Engineers in each ward who are equivalent in grade to the ward officer and look after water supply and drainage functioning. These engineers work under direct supervision of an Executive Engineer (Zone).

More information: <https://www.vmc.gov.in/>

VMC Organizational Setup		
1	Total Employees (including Contractual Staff)	~7800
2	Total Pensioners	~7000
3	Total Wards	12
4	Total Zones	4
5	Other Office Locations	34
6	Number of New Recruits Every Year	~40
7	Number of Retirees Every Year	~140
Current IT Setup at VMC		
1	Total Number of Desktops across all VMC Offices	~600
2	DC (Server room) Setup	A server room is functioning at IT Dept., VMC Main office.
Details about Vadodara Eye Project (CCTV Network and OFC Network)		
1	Number of Locations Covered	58
2	Number of Cameras	258
3	Length of OFC Core Network	~100 km

5.3. About Vadodara Smart City Development Limited (VSCDL)

As per the GoI guidelines, Vadodara Municipal Corporation has formed a separate Special Purpose Vehicle (SPV) with the name of Vadodara Smart City Development Limited for implementation of projects under the Smart City mission for Vadodara city. This SPV shall carry end-to-end responsibility for vendor selection, implementation and operationalization of various Smart City projects.

5.4. About the Project

Vadodara Smart City Development Limited (VSCDL) intends to implement Intelligent Transit Management System (ITMS) in Vadodara as per scope specified in RFP Volume 2 in order to enhance commuter satisfaction, reliability and punctuality of bus operations. It also intends to track VMC vehicles in order to enhance the efficiency and system's response thus making it citywide Automatic Vehicle Locating System. A Mobile App (which will get integrated into OneVadodara Mobile App) and a Citizen Travel portal (which will get linked to Vadodara Smart City Portal vadodarasmartcity.in) will benefit commuters to plan their journey through city buses.

Accordingly, VSCDL intends to select ITMS service provider to undertake design, development, supply, integration, implementation, operation, maintenance and management of the ITMS project.

VSCDL has selected a bus operator, through RFP process. The bus operator has installed the following equipment inside each of the buses:

1. GPS Tracking unit in each bus
2. PIS Display Unit, 3 in each bus – (a) Front (b) Side (c) Rear)

More information about above equipment is included in Volume II of the RFP.

Currently, the city buses are being tracked from the following cloud-based portal: <http://www.lerepere.in>

The ITMS Service provider to be selected through this RFP, has to integrate above equipment into the offered solution.

5.5. Project Objectives

Intelligent Transit Management System (ITMS) is the IT Solution that helps

- To enable gathering of transit data or intelligence
- Provides timely feedback to traffic managers and commuters
- Provides tools for real time monitoring of Fleet of Public Transport Buses
- Enhances commuter satisfaction, reliability and punctuality of bus operations

VSCDL aims to enhance operational capability, citizen's satisfaction, reliability and on-time availability of its services offered through various departments like public transportation to start with (and then extending it to other department like, solid waste, engineering services and emergency/fire services etc. in future). VSCDL is soliciting proposals through this RFP from qualified services providers to implement an integrated operations management city platform which will render its services to different departments in a collaborative manner and augment VSCDL initiative of delivering quality services which meet citizen's expectations. The services thereby are aimed at enhancing the efficiency of VSCDL's operational capability and better management of fleet of vehicles which in-turn will instill confidence within citizens of Vadodara city. SMC, through this RFP is desirous of implementing the "Intelligent Transit Management System" (hereinafter referred to as the "ITMS" OR "The Project"). Through this project, VSCDL will monitor the movement and manage the fleet of vehicles owned and operated for the Bus Operator, as well as own vehicles, collect data related to their geographical position, vehicle movement patterns and to provide relevant information to citizens / VSCDL/VMC management to better manage services.

6. Pre-Qualification Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial ability that would be required to successfully provide System Integration, Operation and Maintenance services sought by Vadodara for the entire contract duration. The bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

#	Eligibility Criteria	Document Proof
1.	<p>The bidder (the sole bidder or lead bidder, in the case of consortium) must be either a company registered under the Indian Companies Act 1956 (& subsequent relevant amendments) or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should be operational at least for last 5 years as on date of publishing of RFP.</p> <p>In case of consortium: the consortium partner can be either</p> <ul style="list-style-type: none"> a company registered under the Indian Companies Act 1956 or a Partnership Firm registered under Indian Partnership Act 1932 or a Proprietorship Firm or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and be operational at least for last 5 years as on date of publishing of RFP Or a foreign company constituted under respective foreign law and be operational at least for last 5 years as on date of publishing of RFP <p>Consortium to be restricted to max. 2 firms (including the lead bidder).</p>	<ul style="list-style-type: none"> Certificate of Incorporation / registration under Indian Companies Act 1956 or certified copy of partnership deed For global companies, equivalent certificate in the country of incorporation (certificate, in language other than English, shall be accompanied by an English translation) Consortium agreement clearly stating the roles and responsibilities of each member
2.	<p>The bidder (lead bidder, in case of consortium) should have a positive net worth and should be a profit making company, as on 31 March 2017.</p>	<ul style="list-style-type: none"> Certificate from the statutory auditor/CA clearly specifying the net worth of the firm (to be provided by each consortium member in case of consortium) Audited Balance Sheet (to be provided by each consortium member in case of consortium) Audited Profit & Loss Statement (to be provided by each consortium member in case of consortium)
3.	<p>The bidder (if sole bidder) should have an average annual turnover of INR 60 Cr. in ICT/ITES business (#) for last 3 audited financial years**.</p> <p>In case of consortium:</p>	<ul style="list-style-type: none"> Certificate from the statutory auditor/CA clearly specifying the annual turnover for the specified years (to be provided by sole bidder or every

<ul style="list-style-type: none"> • Lead bidder should have minimum average annual turnover of INR 40 Cr. in ICT/ITES business (#) for last 3 audited financial years**. • Consortium partner should have minimum average annual turnover of INR 10 Cr. in ICT/ITES business (#) for last 3 audited financial years**. • Total of average annual turnover for last 3 FYs of the lead bidder and consortium partner should be minimum INR 60 Cr. in ICT/ITES business (#) for last 3 audited financial years**. <p>(#) ICT stands for Information & Communication Technology project and include IT systems integration project.</p> <p>And</p> <p>ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric or management of operations through technology enabled solutions.</p> <p>** Last 3 audited financial years mean: FY 2014-15, 2015-16 and 2016-17.</p>	<p>consortium member in case of consortium)</p> <ul style="list-style-type: none"> • Proof of the projects undertaken (LoI/work order with full BoQ, contract agreement and copy of invoice submitted to the client [for projects where the invoice copy is not available, the LoI/work order date should be 1 year before the release date of this RFP]) for relevant FY • Citations of Indian subsidiary of an Indian company (parent) shall be considered in case the said Indian parent company holds stake of 75% or more in the said Indian subsidiary
<p>4. The bidder (any consortium member, in case of consortium) should have an aggregate turnover of minimum INR 15 Cr. from Intelligent Transit Management Systems (ITMS) projects (##) for last 5 audited financial years (FY 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17)</p> <p>(##) Intelligent Transit Management Systems (ITMS) projects: Projects involving implementation of any three of the following solution components: PIS Displays in Bus/Rail/Metro, PIS Display Management System, GPS Devices in Bus/Rail/Metro, Bus Driver Unit (BDU) in Bus, Vehicle Scheduling and Dispatch System, AVLS System, Depot Management System, Smart Transport Citizen Portal/Citizen Mobile App.</p>	<ul style="list-style-type: none"> • Certificate from the statutory auditor/CA clearly specifying the annual turnover from Intelligent Transit Management Systems projects (##) for the specified years • Proof of the projects undertaken (LoI/work order with full BoQ, contract agreement and copy of invoice submitted to the client [for projects where the invoice copy is not available, the LoI/work order date should be 1 year before the release date of this RFP]) for relevant FY • Citations of foreign/Indian parent of an Indian company shall be considered in case the said foreign/Indian company holds stake of 75% or more in the said Indian company • Citations of Indian subsidiary of an Indian company (parent) shall be considered in case the said Indian parent company holds stake of 75% or more in the said Indian subsidiary
<p>5. As on date of submission of the proposal, the bidder (lead bidder and consortium partner, in</p>	<ul style="list-style-type: none"> • Undertaking by the authorized signatory as per format

	<p>case of consortium) should not be blacklisted by Central/State Governments in India.</p>	
<p>6.</p>	<p>The bidder should:</p> <ul style="list-style-type: none"> • not have been terminated by any Government/Semi-Government or Public Authority or Public Institution in India or abroad, before the completion of respective Contract Period for which it has executed the project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by it • not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons • not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings • not have a conflict of interest in the procurement in question as specified in the bidding document 	<ul style="list-style-type: none"> • Undertaking by the authorized signatory on stamp paper as per format

Note:

- The bidder/lead bidder must attach valid documents and undertakings in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper and complete supporting documents, the Bid proposals are liable to be rejected.
- The bidder/lead bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid. The bidder/lead bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the OEMs which includes the post-sales support activities for the entire project period.
- The MAF is applicable for OEMs of items listed in Annexure C.
- All the proposed equipment should not be declared End-of-Support by the OEMs for next 6 years from the date of bid submission.

7. Instructions to Bidder

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
2. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
3. The response to this Bid document should be full and complete in all respects. Failure to furnish all information required by the Bid documents or submission of a proposal not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of its proposal.
4. Additionally, proposals of only those bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by VSCDL.

7.1. Purpose of Bid Document

1. The purpose of this tender is to select an implementation agency for Intelligent Transit Management System (ITMS) in Vadodara city as per scope. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Bidder") in response to this invitation. The term "bidder" means the sole firm or the lead bidder, as the case may be.
3. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in Volume II of this tender document.
4. The bidder shall be required to submit their bid in three parts –Pre-qualification, Technical Bid and Commercial Bid (in line with instructions in Section 10, Section 11 and Section 12).

7.2. Proposal Preparation Cost

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by VSCDL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. This Bid document does not commit VSCDL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the bidder shall become the property of VSCDL/VMC and may be returned at its sole discretion.

7.3. Pre-Bid Meeting

A prospective bidder requiring any clarification on the RFP Document may submit his queries, via email, to smartcity_itcell@vmc.gov.in on or before the deadline given in the RFP.

1. VSCDL will host a Pre-Bid meeting for queries (if any) by prospective bidders. The representatives of the bidders may attend the Pre-Bid meeting at their own cost. The purpose of the Pre-Bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. Details of the Pre-Bid meeting are:
 - Date and Time: As indicated earlier in the RFP
 - Venue: Conference Room, Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat

- The queries should necessarily be submitted in the following format and **should be in Microsoft Excel only (.xls or .xlsx format). Scanned images and any format (including .pdf format) other than Microsoft Excel will not be accepted.**

Request for Clarification		
Name and Address of the Organization Submitting Request	Name and Designation of Person Submitting Request	Contact Details of the Organization/ Authorized Representative
Organization Name: Address:	Requestor Name: Designation:	Tel: Mobile: Fax: Email:

Sr.	RFP Document (Volume)	Clause/ Section No.	Clause/ Section Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

(PDF or scanned images will not be accepted)

- Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the (n)Procure website (<https://vmc.nprocure.com/>).

7.4. Amendment of RFP Document

- At any time before the deadline for submission of bids, the VSCDL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment.
- The bidders are advised to visit (n)Procure website (<https://vmc.nprocure.com/>) on regular basis for checking necessary updates. VSCDL also reserves the rights to amend the dates mentioned in this RFP for bid process.
- In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the VSCDL may, at its discretion, extend the last date for the receipt of bids.

7.5. Conflict of Interest

- A “Conflict of Interest” is any situation that might cause an impartial observer to reasonably question whether System Integrator actions are influenced by considerations of your firm’s interest at the cost of Government. The System Integrator agrees that it shall hold the VSCDL’s interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the System Integrator foresees a Conflict of Interest, the System Integrator shall notify VSCDL forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.
- Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified.
- VSCDL requires that the bidder provides professional, objective, and impartial advice and at all times hold the VSCDL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- The System Integrator shall disclose to VSCDL in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the System Integrator or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

7.6. Consortium Condition

1. In case of a consortium, a maximum of 2 members (including the lead bidder) shall be allowed.
2. A bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
3. Consortium members must provide a Memorandum of Understanding (MoU) covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-qualification Bid.
4. A bidding consortium is required to nominate a prime member. The formation of the consortium including identification of prime member and role and responsibilities of each member shall be supported by Memorandum of Agreement and Power of Attorney signed by all the members on a stamp paper of INR 100/-.
5. The successful bidder i.e. System Integrator (SI) shall be required to enter into an agreement, with all the members of the consortium, specifying following points. These points shall also be captured in MoU.
 - i. Identity of prime member and Power of Attorney in favour of prime member.
 - ii. Roles and responsibilities of each consortium member, the identification of the lead partner, and providing for joint and several liability for each partner.
 - iii. Both consortium members would be available throughout the Contract Period.
 - iv. Both consortium members shall be jointly and severally liable for due implementation, operation and maintenance of the project.
 - v. The role and responsibility of any member must be commensurate with the technical/ financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - vi. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the Contract and that any change will be subject to approval of the Authority (VSCDL) only.
 - vii. The final Contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the VSCDL. VSCDL will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the Tender in letter and spirit.
 - viii. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.
 - ix. Any modification in roles and responsibilities between consortium members during Contract period shall be allowed only after approval from VSCDL. Any changes and deviation of roles and responsibilities of consortium members during the execution, operation and maintenance of this project without prior approval of Authority shall be viewed seriously by the VSCDL as it can affect an important public service. Such unilateral action by the SI shall entitle VSCDL to take appropriate action including considering it an Event of Default under this Contract leading to consequences including termination with appropriate notice.
 - x. Any dispute arising during Contract period between the consortium members shall be resolved amicably without adversely impacting project implementation and operation. If in VSCDL's opinion, dispute between consortium members adversely impacting implementation and operation of the project then Authority may its sole discretion in the

interest of the project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.

- xi. In case VSCDL intends to proceed for Termination on account of SI Event of Defect and/or unresolved disputes between the consortium members, all the consortium members shall be jointly and severally liable for implementation, operation and maintenance of project at agreed prices and payment terms specified in this Tender till Authority or any new agency appointed by it takes over the project.
- xii. VSCDL reserves the right to reject the bid in case of change in the constitution of the consortium after the submission of bid and before the execution of the Agreement.

7.7. Right to Amendment of Project Scope

1. VSCDL retains the right amend the scope of work or amend the program for service delivery at any time and without assigning any reason. VSCDL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.
2. The bidder's technical and commercial proposals received in this process may result in VSCDL selecting to engage with the bidders' in further discussions and negotiations toward execution of a contract including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the VSCDL to execute a contract or to continue negotiations. VSCDL may terminate negotiations at any time without assigning any reason.

7.8. VSCDL's Rights to Terminate Selection Process

1. VSCDL may terminate the RFP process at any time and without assigning any reason. VSCDL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by VSCDL.
3. The bidder's participation in this process may result in VSCDL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the VSCDL to execute a contract or to continue negotiations. VSCDL may terminate negotiations at any time without assigning any reason.

7.9. Right to Reject Any Proposal

1. Notwithstanding anything contained in this RFP, VSCDL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
2. Besides other conditions and terms highlighted in the Tender document, bids may be rejected under following circumstances:

General rejection criteria:

- i. Conditional bids
- ii. If the information provided by the bidder is found to be incorrect/misleading/fraudulent at any stage/time during the tendering process
- iii. Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions
- iv. Bids received after the prescribed time and date for receipt of bids
- v. Bids without signature of person (s) duly authorized on required pages of the bid

- vi. Bids without power of attorney/board resolution or its certified true copy

Pre-qualification rejection criteria:

- i. Bidders not complying with the Eligibility Criteria given in this Tender
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender document or submission of a bid not substantially responsive to the Tender document in every respect

Technical rejection criteria:

- i. Technical Bid containing commercial details
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender document or submission of a bid not substantially responsive to the Tender document in every respect
- iv. Bidders not quoting for the complete scope of work as indicated in the Tender documents, addendum/corrigendum (if any) and any subsequent information given to the bidder
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender documents
- vi. Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of Work and Service Level Agreements of this Tender

Commercial rejection criteria:

- i. Incomplete Price Bid
 - ii. Price Bids that do not conform to the Tender's Price Bid format
 - iii. Total price quoted by the bidder does not include all statutory taxes and levies applicable
 - iv. If there is an arithmetic discrepancy in the Commercial Bid calculations the Technical Committee shall rectify the same. If the bidder does not accept the correction of the errors, its bid may be rejected.
3. Misrepresentation/improper response by the bidder may lead to the disqualification. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/rejected. If such disqualification/rejection occurs after the proposals have been opened and the highest ranking bidder gets disqualified/rejected, then VSCDL reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of VSCDL, including annulment of the selection process.

7.10. Tender Fee and Earnest Money Deposit (EMD)

1. The bidder should pay non-refundable Tender Fee of INR 10,000/- (Rupees Ten Thousand only) plus GST, by Demand Draft in favour of "Municipal Commissioner, Vadodara", from nationalized or scheduled banks, payable at Vadodara. The Bid Fees shall be in the form of a Demand Draft.
2. The bidder should also pay EMD of INR 40,00,000/- (Rupees Forty Lakhs only) with validity of 180 days from the date of bid submission. It shall be either in form of
 - nationalized/scheduled banks, payable at Vadodara
 - OR
 - Bank Guarantee issued by Nationalized Bank including IDBI Bank/Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/2015/508/DMO dated 27.04.2016) only in favour of "CEO, Vadodara Smart City Development Limited".
3. No interest will be payable by the VSCDL on the Earnest Money Deposit.

4. In case bid is submitted without EMD or Bid Fees as mentioned above then VSCDL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the proposal of the selected bidder or when the Authority cancels the Bidding Process.
6. The selected bidder's EMD will be returned, without any interest, upon the selected bidder signing the Agreement and furnishing the Security Deposit/Performance Guarantee in accordance with the provision thereof.
7. The decision of VSCDL regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
8. The EMD may be forfeited:
 - If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
 - During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - During the bid process, if any information found wrong/manipulated/hidden in the bid.

7.11. Sealing, Marking and Submission of Bids

Bidders are required to submit their bids in separate sealed envelopes as per instructions given below:

Part 1: Pre-Qualification Bid, Bid Fees, EMD and soft copy in **CD/DVD/Pen drive/USB stick** with complete details as mentioned in Section 10 in “**Envelop 1**” super scribed with Tender No, Due Date and RFP Name – “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. The proposal shall also consist with all supporting documents.

Part 2: Technical Bid and soft copy in **CD/DVD/Pen-drive/USB stick** with complete details as mentioned in Section 11 in “**Envelop 2**” super scribed with Tender No, Due Date and RFP Name – “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. The proposal shall also consist with all supporting documents, RFP copy, Addendum & Corrigendum, if any.

The large envelope/outer envelope containing above envelopes must be sealed and super-scribed and shall be sent as under:

Details to be mentioned exactly on sealed envelop

Tender Details

- Notice No.: -----
- Bid for “Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City”.
- Deadline for bid submission: <<DD MMM YYYY>> at <<HH:MM>>

To,
CEO
Vadodara Smart City
Development Limited

1. The physical copy of Technical Bid, Tender Fee and EMD must be sent strictly through **Postal Speed Post/Registered Post AD/Courier/In-person** so as to reach on or before the deadline given in the RFP. VSCDL won't be responsible for postal delays.

2. VSCDL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
3. If the envelopes are not sealed and marked as instructed above, the VSCDL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the bidder.
4. Each bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified
 - a. Original Copy of the Tender Fee and EMD
 - b. Pre-qualification Criteria Related Documents
 - c. Technical Proposal Related Documents
 - d. RFP Copy and Addenda & Corrigendum
 - e. The bidder shall prepare original set of the Application (together with originals/copies of documents required to be submitted along therewith pursuant to this document) and applicant shall also provide a soft copy on a Compact Disc (CD)/Pen-drive/USB stick. In the event of any discrepancy between the original and CD/Pen-drive/USB stick, the original shall prevail.
 - f. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents. In case of consortium the bid will be signed by the lead bidder.
5. Pre-qualification and Technical Proposal should be signed by an authorized person of the bidder. The Pre-qualification Proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal. In case of the consortium, the lead bidder will submit this document.
6. Proposals must be direct, concise, and complete. VSCDL will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The Chairman, VSCDL or Municipal Commissioner, VMC reserves the right to accept or reject any or all the proposals without assigning any reason.

PRICE BID

1. The Price Bid must be submitted online on (n)Procure website (<https://vmc.nprocure.com/>). It should not be sent physically; if submitted physically the bid shall be rejected. Please refer Section 12 for format and instructions.

7.12. Language of Bids

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

7.13. Concessions Permissible under Statutes

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

7.14. Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the “Proposal Validity Period”). If required, VSCDL may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 7.10 in all respects.

7.15. Taxes

The prices mentioned in the Price Bid should include all applicable taxes. Any variation in statutory duties/taxes post execution of Contract shall be borne by VSCDL. The successful bidder shall pass on any benefit either on own account or due to reduction in purchase cost because of input tax credit availment by supplier as per GST transitional provision to VSCDL, as per the requirement of sec. 171 (Anti-profiteering) of CGST Act, 2017. VSCDL shall be entitled to deduct any taxes/cesses as may be applicable.

7.16. Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

7.17. Right to Vary the Scope of the Work at the Time of Award

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

7.18. Modification or Withdrawal of Bids

1. A bidder wishing to withdraw its bid shall notify VSCDL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.
2. The notice of withdrawal shall:
 - Be addressed to VSCDL at the address named in the Bid Datasheet,
 - Bear the Contract name, the <Title> and <Bid No.>, and the words “Bid Withdrawal Notice.”
3. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.
4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidder's EMD.

7.19. Evaluation Process

1. The bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by VSCDL, for the entire period of the contract. The bidder's bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid document.
2. VSCDL may appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the Pre-qualification of bidders, Technical and Commercial Bids received. The BEC will examine the bids to determine whether they are complete, response and whether the bid format confirms to the Bid document requirements. VSCDL may waive any informality or nonconformity in a bid which does not constitute a material deviation according to VSCDL.
3. The technical bid of only those bidders (or consortia) shall be opened which meet all the criteria of the Pre-qualification Criteria mentioned in Section 6 as per format provided in Section 10 below.
4. There should be no mention of bid prices in any part of the bid other than the Commercial Bids.

7.20. Opening of Technical Bid

1. VSCDL shall open the Technical Proposals, of bidders qualifying the Pre-qualification Criteria, in public, in the presence of bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 4.
2. Only bids that are opened and read out at the proposal opening and are accompanied with hard copy of Demand Drafts for EMD shall be considered further.

7.21. Evaluation of Technical Bids

1. The Technical Bids of only those bidders, who qualify in the Pre-qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee (BEC) shall request each bidder to conduct a Proof-of-Concept (PoC) as well as invite them to make a presentation as part of the technical evaluation.
2. The evaluation committee may require written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents (to be stated precisely as it should be in VSCDL's interest).
3. The Proof-of-Concept (PoC) will consist of demonstration/pilot the product/solution offered as part of their technical offer and will consist of the following:
 - CCTV Cameras (All Types)
 - Mobile NVR for buses & Video Feed receiving station
 - Bus Driver Console and OBU
 - GPS Unit for buses/other vehicles
 - Router for Bus Stops
 - Switch for Bus Stops
 - Bus Stop PIS Displays
 - Voltage Stabilizer
 - Junction Box at Bus stop
4. VSCDL will make available one set each (comprising of one bus and one bus-stop), for PoC purpose. PoC shall be evaluated by VSCDL and marks awarded Under D2 section of the technical evaluation.
5. **Only those bids which have a minimum score of 70% of total marks in Technical evaluation will be considered for opening of their Commercial Bid.** However, The Chairman, VSCDL or Municipal Commissioner, VMC reserves the right to lower the minimum required marks if none of the Bidders achieves 70% of the total marks. Only the bids qualifying the Technical evaluation will be considered for Commercial evaluation.

7.22. Technical Evaluation Criteria

The bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table:

Section	Evaluation Criteria	Weightage
A	Bidders Financial Competence & Organizational Strength	15%
B	Project Experience of Bidder	25%
C	Technical and Functional Compliance of Solution	20%
D	Approach & Methodology and Project Presentation/Demonstration	35%
E	Proposed Resources for the Project	5%

The following sections explain how the bidders shall be evaluated on each of the evaluation criteria:

#	Technical Evaluation Criteria	Technical Evaluation Parameter	Weightage										
A. Bidders Financial Competence & Organizational Strength													
A1	Bidder Competence – Net Worth	<ul style="list-style-type: none"> The bidder (lead bidder in case of consortium) having positive net worth as on 31 March 2017 will get 70% of total allocated marks. For every additional INR 10 Cr. of net worth, the bidder (lead bidder in case of consortium) will get additional 10% marks subject to a maximum of 5 marks. <table border="1"> <thead> <tr> <th>Net Worth (in Crores)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>= INR 30 Cr.</td> <td>5</td> </tr> <tr> <td>>= INR 20 Cr. and < INR 30 Cr.</td> <td>4.5</td> </tr> <tr> <td>>= INR 10 Cr. and < INR 20 Cr.</td> <td>4</td> </tr> <tr> <td>> INR 0 Cr. and < INR 10 Cr.</td> <td>3.5</td> </tr> </tbody> </table>	Net Worth (in Crores)	Marks	>= INR 30 Cr.	5	>= INR 20 Cr. and < INR 30 Cr.	4.5	>= INR 10 Cr. and < INR 20 Cr.	4	> INR 0 Cr. and < INR 10 Cr.	3.5	5%
Net Worth (in Crores)	Marks												
>= INR 30 Cr.	5												
>= INR 20 Cr. and < INR 30 Cr.	4.5												
>= INR 10 Cr. and < INR 20 Cr.	4												
> INR 0 Cr. and < INR 10 Cr.	3.5												
A2	Bidder Competence – Financial Ratios	<p>Relative performance of the bidder (#) vis-a-vis other bidders (#) on following financial parameters:</p> <ul style="list-style-type: none"> Asset Liability Ratio (Average for last 3 FYs: 2014-15, 2015-16 and 2016-17) (2.5 Marks, Computed as $2.5 * X / X_{max}$, where X is the respective value for bidder (#) and X_{max} the maximum value among all qualifying bidders (#)) Debt Equity Ratio (Average for last 3 FYs: 2014-15, 2015-16 and 2016-17) (2.5 Marks, Computed as $2.5 * X_{min} / X$, where X is the respective value for bidder (#) and X_{min} the minimum value among all qualifying bidders (#)) <p>(#) Lead bidder in case of consortium</p>	5%										
A3	People in Organization	<ul style="list-style-type: none"> The bidder (all the consortium members together, in case of consortium) having atleast 80 FTE (Full Time Employees) on the payroll of 	5%										

		<p>organization working on ICT projects will get 70% marks of total allocated marks.</p> <ul style="list-style-type: none"> For every additional 20 FTEs, the bidder will get additional 10% marks subject to maximum of 5 marks. <table border="1"> <thead> <tr> <th>Number of FTE</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 120 FTE</td> <td>5</td> </tr> <tr> <td>> 120 FTE to =< 100 FTE</td> <td>4.5</td> </tr> <tr> <td>> 100 FTE to =< 80 FTE</td> <td>4</td> </tr> <tr> <td>=< 80 FTE</td> <td>3.5</td> </tr> </tbody> </table>	Number of FTE	Marks	> 120 FTE	5	> 120 FTE to =< 100 FTE	4.5	> 100 FTE to =< 80 FTE	4	=< 80 FTE	3.5	
Number of FTE	Marks												
> 120 FTE	5												
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> 100 FTE to =< 80 FTE	4												
=< 80 FTE	3.5												
B. Project Experience of Bidder													
B1	Bidder Experience – Passenger Information System Displays	<ul style="list-style-type: none"> The bidder (any consortium member) having experience of one completed project that entails deployment of Outdoor Passenger Information System (#) (atleast 10 PIS Displays) will get 70% of total allocated marks. For every additional such project, the bidder will get additional 10% mark subject to a maximum of 5 marks. <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>= 4 or > 4</td> <td>5</td> </tr> <tr> <td>= 3</td> <td>4.5</td> </tr> <tr> <td>= 2</td> <td>4</td> </tr> <tr> <td>= 1</td> <td>3.5</td> </tr> </tbody> </table> <p>#-Passenger Information System Project– Such Qualified project will comprise of PIS displays installed by the bidder, that are controlled remotely over network.</p>	Number of Projects	Marks	= 4 or > 4	5	= 3	4.5	= 2	4	= 1	3.5	10%
Number of Projects	Marks												
= 4 or > 4	5												
= 3	4.5												
= 2	4												
= 1	3.5												
B2	Bidder Experience – GPS Devices	<ul style="list-style-type: none"> The bidder (any consortium member) having experience of one completed project that entails deployment of GPS devices (at least 50 GPS devices in moving Vehicles (Tempo/ Truck/Bus/Rail/Metro etc.) will get 70% of total allocated marks. For every additional such project the bidder will get additional 10% mark subject to a maximum of 5 marks. <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>= 4 or > 4</td> <td>5</td> </tr> <tr> <td>= 3</td> <td>4.5</td> </tr> <tr> <td>= 2</td> <td>4</td> </tr> <tr> <td>= 1</td> <td>3.5</td> </tr> </tbody> </table>	Number of Projects	Marks	= 4 or > 4	5	= 3	4.5	= 2	4	= 1	3.5	5%
Number of Projects	Marks												
= 4 or > 4	5												
= 3	4.5												
= 2	4												
= 1	3.5												
B3	Bidder Experience – ITMS Software	<ul style="list-style-type: none"> The bidder (any consortium member) having experience of one completed project that entails deployment of any two of the following modules – Automatic Vehicle Location System (AVLS), Depot Management System (DMS), Vehicle 	10%										

		<p>Scheduling & Dispatch Management System (VSD), Passenger Information Management System (PIMS) and Incident Management System (IMS) will get 70% of total allocated marks.</p> <ul style="list-style-type: none"> For every additional project (deployment of any two of the modules mentioned above), the bidder will get additional 10% mark subject to a maximum of 10 marks. 											
		<table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>= 4 or > 4</td> <td>10</td> </tr> <tr> <td>= 3</td> <td>9</td> </tr> <tr> <td>= 2</td> <td>8</td> </tr> <tr> <td>= 1</td> <td>7</td> </tr> </tbody> </table>	Number of Projects	Marks	= 4 or > 4	10	= 3	9	= 2	8	= 1	7	
Number of Projects	Marks												
= 4 or > 4	10												
= 3	9												
= 2	8												
= 1	7												

C. Technical and Functional Compliance of Solution

C1	Technical Compliance of Solution – Adherence to Technical Requirement	<ul style="list-style-type: none"> Full compliance to technical specifications provided in this Tender for mentioned elements. 	20%												
		<table border="1"> <thead> <tr> <th>Functional Requirement Compliance Parameters</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Automatic Vehicle Location System (AVLS)</td> <td>4</td> </tr> <tr> <td>Depot Management System (DMS)</td> <td>4</td> </tr> <tr> <td>Vehicle Scheduling & Dispatch Management (VSD)</td> <td>4</td> </tr> <tr> <td>Passenger Information Management System (PIMS)</td> <td>4</td> </tr> <tr> <td>Incident Management System (IMS)</td> <td>4</td> </tr> </tbody> </table>	Functional Requirement Compliance Parameters	Marks	Automatic Vehicle Location System (AVLS)	4	Depot Management System (DMS)	4	Vehicle Scheduling & Dispatch Management (VSD)	4	Passenger Information Management System (PIMS)	4	Incident Management System (IMS)	4	
Functional Requirement Compliance Parameters	Marks														
Automatic Vehicle Location System (AVLS)	4														
Depot Management System (DMS)	4														
Vehicle Scheduling & Dispatch Management (VSD)	4														
Passenger Information Management System (PIMS)	4														
Incident Management System (IMS)	4														

D. Approach & Methodology and Project Presentation/Demonstration

D1	Approach & Methodology	<ul style="list-style-type: none"> Following parameters will be evaluated: 	10%								
		<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Completeness of project plan and ease of implementation (including training and change management plan)</td> <td>2.5</td> </tr> <tr> <td>Clarity and details about unique make and model in BOM</td> <td>5</td> </tr> <tr> <td>Strategy to maintain all the SLAs and handling change requests</td> <td>2.5</td> </tr> </tbody> </table>	Parameter	Marks	Completeness of project plan and ease of implementation (including training and change management plan)	2.5	Clarity and details about unique make and model in BOM	5	Strategy to maintain all the SLAs and handling change requests	2.5	
Parameter	Marks										
Completeness of project plan and ease of implementation (including training and change management plan)	2.5										
Clarity and details about unique make and model in BOM	5										
Strategy to maintain all the SLAs and handling change requests	2.5										
D2	Project Presentation & Demonstration	<ul style="list-style-type: none"> Following parameters will be evaluated during presentation: 	25%								
		<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>SI's understanding of ITMS requirements (functional and</td> <td>4</td> </tr> </tbody> </table>	Parameter	Marks	SI's understanding of ITMS requirements (functional and	4					
Parameter	Marks										
SI's understanding of ITMS requirements (functional and	4										

		technical) and completeness of proposed solution	
		Presentation of Approach & Methodology for implementation	3
		Clarifications given during Presentation	3
		Proof of Concept (PoC) & Demonstration of Offered Solution and Products	15

E. Proposed Resources for the Project

E1	People on Project	<ul style="list-style-type: none"> Following profiles suggested by the bidder will be evaluated. Minimum qualifications of these resources shall be as per Annexure VII of RFP Vol. 2. <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="background-color: #f4a460;">Profile</th> <th style="background-color: #f4a460;">Marks</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>1</td> </tr> <tr> <td>Control Room and Process Analyst (Operations Manager)</td> <td>1</td> </tr> <tr> <td>Planning & Scheduling Expert</td> <td>1</td> </tr> <tr> <td>Control Centre Controllers</td> <td>1</td> </tr> <tr> <td>Hardware, Network & Data Centre Staff Member (System Administrator)</td> <td>1</td> </tr> </tbody> </table>	Profile	Marks	Project Manager	1	Control Room and Process Analyst (Operations Manager)	1	Planning & Scheduling Expert	1	Control Centre Controllers	1	Hardware, Network & Data Centre Staff Member (System Administrator)	1	5%
Profile	Marks														
Project Manager	1														
Control Room and Process Analyst (Operations Manager)	1														
Planning & Scheduling Expert	1														
Control Centre Controllers	1														
Hardware, Network & Data Centre Staff Member (System Administrator)	1														

Note:

- VSCDL (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.
- Technical bids of only those bidders, who qualify in the Pre-qualification stage, shall be considered for Technical evaluation. The Bid Evaluation Committee (BEC) may invite each bidder to make a presentation may require written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
- Bidders, who qualify the pre-qualification stage, shall be asked to provide Proof of Concept (PoC)/ demonstration of their offered solution and products. After setting up the PoC demonstration, the bidders shall inform VSCDL/VMC who shall conduct demonstration/testing of components to test their conformity to Technical specifications, quality and functionalities. The system shall be checked for full functionality in an integrated environment through test run and tests specified in RFP Volume 2. Based on this demonstration/testing, VSCDL/VMC shall award marks which shall be considered under D2 section of the Technical evaluation.
- For any project, the citations (submitted by the bidder) must be awarded under a single work order.
- Only projects for which the Work Order has been issued before 6 months of the release date of this RFP (supported by copy of Work Order), will be considered for evaluation.
- The bidders have to submit LoI/work order with full BoQ, contract agreement and copy of invoice submitted to the client as a supporting documents for each project. For projects where the invoice copy is not available, the LoI/work order date should be six months before the release date of this RFP. Technical bid document without supporting document will liable for rejection.

- Citations of foreign/Indian parent of an Indian company shall be considered in case the said foreign/Indian company holds stake of 75% or more in the said Indian company. Citations of Indian subsidiary of an Indian company (parent) shall be considered in case the said Indian parent company holds stake of 75% or more in the said Indian subsidiary
- In case of conditional bid or major deviations from the RFP requirements, VSCDL may at its discretion reject the respective bid and will not be considered for further evaluation process.
- Projects where the bidder is a subcontractor or where there is one level of sub-contracting by the bidder to other party, will not be considered for evaluation purposes.
- In case of consortium: For each consortium member, only those project citations which are attributable to relevant scope of the said consortium member as per roles and responsibilities matrix defined in consortium agreement, shall be considered for Technical Evaluation Criteria specified in Section 7.22.
- Bidders who receive a minimum Technical score of 70% will qualify for Commercial evaluation stage.

7.23. Opening of Commercial Bid

1. The Commercial bids shall not be opened by VSCDL until the evaluation of the Technical proposals has been completed.
2. VSCDL will open the Commercial bids of those bidders who have achieved **minimum score of 70% of total marks in Technical evaluation.**
3. VSCDL will open the Commercial bids in the presence of the nodal officer/designated representatives of the bidder who choose to attend, at the time, date and place, as decided and communicated by VSCDL.
4. Commercial bids from bidders who have failed to qualify in evaluation of the Technical proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.

7.24. Evaluation of Commercial Bids and Selection Method

1. VSCDL will award the Contract to the bidder based on **Lowest Quoted Price (L1)**. No additional cost in any form will be entertained by VSCDL during the contract period.
2. The Commercial evaluation will be done based on the parameters given below: Total Estimated Commercial Bid of a bidder would be calculated based on quantities given in Section 12. The quantities in this table has been derived/estimated, considering O&M period of 5 years. The extension can be decided in future depending on the satisfactory performance of the bidder by competent authority, future IT infrastructure expansion needs and sole discretion of VSCDL.
3. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
4. Since the payments to the SI will be made over several years, the Discounted Cash Flow (DCF) method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest bidder. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids. Detailed modalities for applying DCF technique are as below:
 - a. Net Present Value (NPV) method will be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated below.
 - i. The VSCDL will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.

- ii. NPV will be calculated on the annual cash outflows.
- iii. Standard software for example 'Excel', 'or any other spreadsheet will be used for NPV analysis.
- iv. The NPV will be calculate during the formula below:

$$\text{NPV (Cb)} = \text{C}_0 + \text{C}_1/(1+r)^1 + \text{C}_2/(1+r)^2 + \text{C}_3/(1+r)^3 + \text{C}_4/(1+r)^4 + \text{C}_5/(1+r)^5 + \dots + \text{C}_n/(1+r)^n$$

Where,

- a) C₀ is the sub-total for services provided during implementation phase
 - b) C₁ is defined as: Cost of O&M Services for the 1st year after "Go-Live"
 - c) C₂ is defined as: Cost of O&M services for the 2nd year after "Go-Live"
 - d) C_n is defined as: Cost of O&M services for the nth year after "Go-Live"
 - e) r is the annual discounting rate as specified in Para (2) above
- v. The method of selection is based on Lowest Quoted Price i.e. L1 Bidder arrived using above formula
5. The bidder achieving the L1 price will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same price, the bidder with the higher technical score will be invited for negotiations and awarding the contract. In case of a tie on the technical scores and L1 price, the C_b will be calculated to the third place of decimal and the bidder with lesser C_b will be invited for negotiations and awarding of the contract.
 6. **Arithmetical errors:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail

7.25. OEM / Implementation Partner Participation Criteria

1. The bidder is required to submit Manufacturer's Authorization Form (MAF) from OEMs, of items listed in Annexure C of this RFP Vol. 1, stating that the bidder in concern would be bidding for their products/ solutions.
2. Bidders are required to specify only one make and model of each item and provide the details in the Technical bid. Please refer Section 11 more details.
3. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. An independence form in the same regard must be submitted by the bidder.
4. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Chief Operating Officer/ Municipal Commissioner, for further penal action including blacklisting.
5. If it is found that close relatives (as described above) have uploaded separate tenders/ quotations under different names of firms/establishments but with common address for such establishments/ firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for further penal action including blacklisting.
6. If after awarding the contract it is found that the accepted bid violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time

during its validity in addition to penal action against the contractors as well as related firm/establishment.

7.26. Rights to Accept/Reject Any or All Proposals

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

7.27. Notifications of Award and Signing of Contract

1. Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted.
2. VSCDL shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
3. The notification of award (LoI/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with VSCDL, it will promptly notify each unsuccessful bidder and return their EMDs.
4. At the time VSCDL notifies the successful bidder that its bid has been accepted, VSCDL will send the bidders the Pro Forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful bidder shall sign and date the Contract and return it to VSCDL. Draft format of the contract is given in the Annexure B, Section 13.2.

7.28. Quantity Variation

1. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limit of $\pm 30\%$.
2. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
3. No claim shall be entertained or become payable for price variation of additional quantities.
4. Repeat orders for extra items or additional quantities may be placed within 2 years of the original request order. The Unit Rate mentioned in the Commercial bid formats shall be used for the purpose of "Repeat Orders" for respective items. However, based on the market trends, VSCDL retains the right to negotiate the Tender rate and/or request better specifications based on market and technological scenario. Delivery or completion period may be proportionally increased.

7.29. Performance Bank Guarantee

1. The successful bidder shall at his own expense, deposit with department, within 60 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid document, in favour of VSCDL (VSCDL) for the due performance and fulfilment of the contract by the bidder.
2. There will be two Performance Bank Guarantee. One PBG for the implementation phase valid for 2 years, and one PBG for operations phase for 5 years from Go-Live. The implementation phase PBG will be 10% of CAPEX and operations phase PBG will be 10% of OPEX for 5 years. All charges

whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

3. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period (“Validity Period”).
4. The Performance Bank Guarantee letter format can be found in the Annexure B, Section 13.1 of this document.
5. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
6. If the bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
7. In the event of the bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the bidder’s failure to complete its obligations under the Contract. Department shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
8. Department shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

7.30. Vandalism/Force Majeure

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vadodara shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

7.31. Failure to Agree with the Terms & Conditions of the Bid Document/ Contract

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

7.32. Terms and Conditions of the Tender

1. Bidder is required to refer to the draft Contract Agreement, attached as Annexure B, Section 13.2 in this Bid document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during project implementation and post-implementation period.
2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

8. Service Level Agreements

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

Service Level Agreement (SLA) shall become the part of Agreement between VSCDL and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Level requirements to ensure adherence to project timelines, quality and availability of services.

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

Liquidated damages to be levied shall be capped at 5% of the CAPEX value during Implementation period and at 10% of the OPEX value during Operation and Maintenance (O&M) period. However, VSCDL would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value.

The Successful Bidder (refer as System Integrator, SI) has to supply software/automated tools to monitor all the SLAs mentioned below.

Penalties shall not be levied in the following cases:

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

Note:

- Theft and deliberate damage cases would be considered as "beyond the control of Bidder". Bidder should insure all equipment for protection against such incidences and ensure claims and replace them at no extra cost.
- Power shut down beyond UPS battery backup will be considered as "beyond the control of Bidder".
- Damages due to road accident/mishap will be considered as "beyond the control of Bidder".
- Deliberate damage to field devices would not be considered as "beyond the control of Bidder". Bidder is advised to have proper housing to protect from such damages.
- Delay in execution due to delay in approval, review etc. from VSCDL's/VMC's side would be considered as "beyond the control of Bidder". Any such delays will be notified in written to the IT team.
- Delay or fault due to third party network link services, if agreed and approved by VSCDL/VMC, would be considered as "beyond the control of Bidder". The system integrator shall continuously monitor and report any problems, on behalf of third party, to VSCDL/VMC.
- Bidder is also required to note that in case of SLAs not being made applicable for cases considered as "beyond the control of bidders", the bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of faults. In case the bidder doesn't adhere to the Fault Resolution SLA timelines, the original SLA shall be made applicable.

8.1. Definitions

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

Sr.	Term	Definition
1.	Service(s)	Shall mean the service(s) provided by ITMS system integrator
2.	Terms of Business	Shall mean ITMS system integrator's standard terms and conditions in force from time to time
3.	Account Manager	Shall be the ITMS system integrator employee designated by ITMS system integrator to deal with the customer's account as notified from time to time to the customer
4.	Technical Helpdesk	Shall mean those ITMS system integrator representatives available to respond to customers' requests for assistance from time to time
5.	Customer	Shall mean VSCDL/VMC, whose order for services is accepted by ITMS system integrator in accordance with the Terms of Agreement
6.	Customer Components	Shall mean such of the components as are delivered to VSCDL/VMC
7.	Customer Representative	Shall mean the individual nominated by VSCDL/VMC from time to time to represent it in all matters relating to its and end user's use of the services
8.	ITMS System Integrator Representative	Shall mean any employee of ITMS system integrator or its sub-contractors nominated by the ITMS system integrator from time to time to be responsible, in liaison with the VSCDL/VMC representative, for delivering the services
9.	Not Keeping Infrastructure Up-to-Date	Shall mean that ITMS system integrator does not keep ITMS infrastructure in proper working condition and up to date as per the scope of the RFP
10.	Not Keeping Man Power	Shall mean that ITMS system integrator does not deploy the specified quantity and quality of manpower as per RFP or a person deployed is not reporting to the duty
11.	Fault	Shall mean any recorded failure of any part(s) of the services
12.	Fault Call	Shall mean any telephone call, fax or e-mail or by any other applicable mode of communication from customer to ITMS system integrator representative
13.	Call Open Time	Shall mean the date and time which is recorded by the ITMS system integrator representative as the time the fault call is logged
14.	Call Close Time	Shall mean, in respect of any fault, the time at which that fault is cleared and notified to the customer
15.	Fault Duration	Shall mean the length of time between the Call Open Time and the Call Close Time for a fault or, if any fault is re-opened after the Call Close Time, the length of time between the Call Open Time and the final Call Close Time
16.	Hours of Cover	Shall mean the hours of cover specified in Appendix A below
17.	Response Time	Shall mean the length of time between the Call Open Time and the time at which an engineer arrives at the customer's premises or any other premises agreed between the parties with the aim of restoring the normal

		operations of the services to the customer including resolving (diagnosing, troubleshooting and fixing), escalating (to the second level or to respective vendors and subsequently rectifying the fault
18.	Time to Restore	Shall mean the target time to restore specified for each component
19.	Availability of Field Devices	Shall mean that field data from field devices (GPS Module, PIS Displays, CCTV Cameras, UPS, Bus Stop Server, Control Centre Hardware, Depot Hardware, POS Machines, Handheld ETM Machines, etc.) is available to the Command Centre
20.	Availability of Application	Shall mean the total time for which the application is available to the users for performing all activities and tasks

8.2. Pre Implementation SLA

- These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

Definition	Timely Delivery of Deliverables (This shall comprise entire bill of material, including application systems, and successful UAT of the same)
Service Level Requirement	All deliverables defined in the contract has to be submitted on-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay from the timelines mentioned in “Work Completion Timeline and Payment Terms” section of this RFP.
Penalty for Non-achievement of SLA Requirement	Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract liquidated damage as given in “Work Completion Timeline and Payment Terms” section of this RFP. Liquidated damage will be computed on CAPEX value of Contract. If the liquidated damages reach 10% of the total contract value, VSCDL may invoke termination clause.

8.3. Post Implementation SLAs and SLA Matrix

- This section describes the target performance levels which ITMS system integrator shall aim to deliver for the services, ITMS system integrator’s procedures for managing unavailability of the services, and the penalties which will be applied if ITMS system integrator fails to deliver any service performance targets in accordance with this Agreement.
- These SLAs shall be used to evaluate the performance of the services on monthly basis but penalties would be levied for cumulative performance for the quarterly basis.
- The SLA parameters shall be measured for each of the sub systems’ SLA parameter requirements and measurement methods, through appropriate SLA measurement tools. All such required tools should be provided by the successful bidder. VSCDL will have the authority to audit these tools for accuracy and reliability.
- Penalty would be levied for every unit down time hour - be it for non-availability of network or non-availability of power etc. because the System Integrator is responsible for supply of all enabling components on end-to-end basis.
- Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from VSCDL or through the Performance Bank Guarantee.
- Liquidated damage will be computed on OPEX value of Contract. If the liquidated damages reach 10% of the total contract value, VSCDL may invoke termination clause.

8.3.1. SLA for Automatic Vehicle Locating System (AVLS)

Service Level Description	Measuring Duration	Measurement			Measured by
		Baseline	Lower	Critical	
Availability of Operational Vehicle Mountable Units (Unit is operational when it is able to support providing necessary data)	Daily	99.90%	99% to 99.90%	<99%	AVLS device sending GPS data to server with time stamp
AVLS Central System Availability	Monthly	>99.9%	99% to 99.90%	<99%	“VTS Availability” is defined as the proper functioning of the AVLS device with all its features & functions along with required hardware & software as per the functional & technical specifications defined in the bidding documents. GPRS connection availability is excluded from this.
Reliable without any loss of data and seamless connectivity when moving	Monthly	>97%	95% to 96.99%	<95%	NMR report from AVLS device

between bus-stops (GPRS network)					
Maximum 10 second update time for vehicle location (for each unit)	Monthly	>97%	95% to 96.99%	<95%	Hourly Data Packet received to ITS server report
Replacement Time of Malfunctioning AVLS Unit	Daily	1 day	2 days	4 days	Issue logged in Helpline app, NMR report from AVLS device

8.3.2. SLA for Passenger Information System (PIS) Display

Service Level Description	Measuring Duration	Measurement			Measured by
		Baseline	Lower	Critical	
PIS Displays shall be available for all passengers to view without delay in the frequency mentioned	Daily	>97%	97% to 95%	<95%	“PIS Display Availability” is defined as the proper functioning of the PIS with all its features & functions along with required hardware & software as defined in the bidding documents. PIS displays showing distorted/ partial/non-readable messages/information shall also be considered as unavailable
Accuracy of forecast arrival at bus-stops (ETA accuracy from AVLS system)	Daily	99%	99% to 98 %	<98%	<ol style="list-style-type: none"> 1. By interface provided to CCC operators. Issue logged by CCC staff/conductor/ driver/commuter. 2. “ETA Accuracy” is calculated for each hour at a given location as the difference between the expected and actual arrival times. This should be within +2 minutes, predicted 15 minutes before the actual measured arrival time 3. This will be measured on sample basis every month.
Screen refresh of panels at bus stations	Daily	<10 sec	>10 to <20 sec	>20 sec	Information displayed/ refreshed with new content from server log
Connectivity availability over data-card/BB	Daily	98%	98% to 90%	<90%	Log from data card usage, NMR report for GPRS connectivity
PIS server availability and on-time synchronization of data from the server	Daily	<10 sec	>10 to <30 sec	>30 sec	Default value of 10 sec or as soon as the bus touches the geofence of bus-stop
Display of additional text messages (advertisements/free texts)	Weekly	100%	99.90% to 95%	<95%	Time-stamp captured from PIS control module and time-stamp from display device
Correctness of display fields - line number & destination, departure time (absolute/ relative), via-destination, trip-related text message, arrival time	Daily	100%	99.90% to 95%	<95%	By interface provided to CCC operators. Issue logged by CCC staff/conductor/driver/ commuter.
Replacement Time of Malfunctioning PIS Display	Daily	1 day	2 days	4 days	Issue logged in Helpdesk app.

8.3.3. SLA for ITMS Application

Service Level Description	Measuring Duration	Measurement			Measured by
		Baseline	Lower	Critical	
Report Generation Time (Query Time BI Tool)	Daily	<10 sec	30 to 90 sec	>90 sec	Query Time
Total Application Availability	Monthly	99.90%	99% to 99.90%	<99%	Report from EMS
Grievance and Complaints Settlement	Monthly	<7 Days	8 to 12 days	>12 days	Helpdesk Ticket
Client Access – 24 x 7 x 365	Daily	99.90%	99.89% to 98%	<98%	No of Hits on server by clients per Day
Generation of Predetermined Reports (Including Exception Reports)	Daily	<7 sec	08 to 20 sec	>20 sec	Database Log and Server Query Log
Generation of Query-based Report	Daily	<15 sec	16 to 30 sec	>30 sec	Database Log and Server Query Log
Response time for data input after pressing enter (save) key to display a response	Daily	<5 sec	6 to 20 sec	>20 sec	Server Log
Response Time for Online Inquiry	Daily	<5 sec	6 to 20 sec	>20 sec	Server Log
Manpower Deployment	Daily	3 days	5 days	7 days	Depot attendance and depot manager report resource deployment timeline to be submitted
Depot Offline and EIA Application Availability	Daily	99.95%	99.94% to 98%	<98%	<ol style="list-style-type: none"> Helpdesk Tickets “DOA & EIA System Availability” (“DOA System Availability” is defined as the proper functioning of the depot with all applicable features & full functionality along with the required applicable hardware associated with depot including but not limited to workstation, printer, document scanner & software as per the functional & technical specifications defined in the bidding documents)

8.3.4. SLA for Data Centre

Service Level Description	Measuring Duration	Measurement			Measured by
		Baseline	Lower	Critical	
IT infrastructure for production environment should be designed in such a way that the infrastructure shall be made available 99.50% without single point of failure	Monthly	99.50%	99.49% to 97%	<97%	EMS Report and Server Log
System shall be operational, reliable and available for business processes & mission-critical operation	Monthly	24*7*365	-	-	EMS Report and Server Log

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CPU utilization must not cross beyond 75% at any time of processing	Monthly	75%	76% to 80%	>80%	EMS Report and Server Log
Resumption of online ITMS services (per event)	Monthly	<45 min	45 min to 60 min	>60 min	Network Log
Local Area Network availability	Daily	99.99%	99.98% to 98%	<98%	Helpdesk Ticket
Fixing a bug or issue (low/ medium/high)	Monthly	<11/8/4 hours	16/12/8 to 12/8/4 hours	>16/12/8 hours	Helpdesk Ticket
Website uptime with all the features	Monthly	99%	99% to 98%	<98%	Helpdesk Ticket
Point-to-Point (P2P) Communication	Monthly	98%	98% to 90%	<90%	Network Log and SLA with ISP
ITMS application availability	Daily	99%	99% to 98%	<98%	Log from ITS Server - Uptime/Downtime
Functional requirements upgrade (no. of days)	Monthly	<60 days	60 to 75 days	>75 days	Application Update Log
Availability of systems at Data Centre	Daily	99%	98.99% to 95%	<95%	Report from EMS
Network availability	Daily	99%	98.99% to 98%	<98%	EMS Report
Network latency average of >75 (milliseconds/ month)	Monthly	>75	<75 to 72	<72	EMS Report
Uptime of back office servers	Monthly	100%	-	-	EMS Report
Time to restore back office servers from failure	Daily	<60 min	60 min to 90 min	>90 mins	EMS Report
Roll-out of latest anti-virus definition file on work station and server being made available by SP	Quarterly	98%	98% to 96%	<95%	Report Generated by Antivirus Software Console
Roll-out of latest updated patches/fixes, version upgrades	Quarterly	98%	98% to 96%	<95%	Patch Update Report
Data backup and restore management	Quarterly	99%	99% to 97%	<97%	Report from EMS, VSCDL/ VMC would periodically (once a quarter on a random day) tell SI to restore the data back up
System handling capacity for 25% additional load	Monthly	99%	99% to 97%	<97%	EMS Report

8.3.5. SLA for CCTV Camera

Category	Service Level Description	Measuring Duration	Measurement			Measured by
			Baseline	Lower	Critical	
Camera, Video Feed Uptime and Quality	Uptime per camera (live feed available irrespective of bandwidth or last mile issues, which are in control of SI)	Daily	97%	>= 92% to <97%	<92%	VMS/CCC
Camera, Video Feed Uptime and Quality	At CCC: Live camera feed available from selected cameras for viewing) at any given time	Daily	97%	>=92% to <97%	<92%	VMS/ Physical Checks

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Camera, Video Feed Uptime and Quality	Quality of video feeds (bad feeds due to video jitter, dim, blurred, unfocused, obstructed, non-aligned feeds*)	Daily	97%	>=94% to 97%	<94%	VMS/CCC
Camera, Video Feed Uptime and Quality	Average frame rate maintained for viewing (of all daily recorded feeds)	Daily	88%	80.01 to 88 %	<80%	VMS
Camera, Video Feed Uptime and Quality	Average frame rate maintained for recording	Daily	95%	90 to 95%	<90%	VMS
Camera, Video Feed Uptime and Quality	Video stream latency refers to the average time required for transmission of video feed from one point to another	Daily	=<40 ms	>40 to 50 ms	>50 ms	VMS
Camera, Video Feed Uptime and Quality	Uptime per camera (live feed available irrespective of bandwidth or last mile issues, which are in control of SI)	Daily	99%	>= 96.5% to <99%	<96%	VMS
Application Performance	Overall application(s) availability at CCC	Daily	<2 sec	2.01 to 4.0 secs	>4 sec	EMS
Application Performance	Maximum time for user login at Command Center	Daily	<5 secs	5.01 to 10.0 secs	>10 secs	EMS
Application Performance	Maximum time for surveillance application(s) opening, this includes any application deployed for the project at CCC	Daily	<2 sec	2.01 to 5.0 sec	>5 secs	EMS
Application Performance	Menu navigation, window/ screen opening, screen navigation (average) at CCC	Daily	<2 sec	2.01 to 6.0 sec	>6 secs	EMS
Application Performance	Retrieval of video feeds at CCC (based on complexity of query)	Daily	Simple query: <5 sec Medium query: <30 sec High query: <60 sec	Simple query: 5.01 to 10 sec Medium query: 10.01 to 15 sec High query: <15.1 sec to 60 sec	Simple query: >10 sec Medium query: >15 sec High query: >60 sec	VMS
Application Performance	Reports generation response time (alerts/MIS/logs, etc.)	Daily	<3 sec	3.01 to 5.0 sec	>5 sec	VMS
Application Performance	PTZ lag time (movement at keyboard/joystick and actual moving indication through video feed viewed)	Daily	<5 sec	5.01 to 10.0 secs	>10 sec	Physical Audit

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Application Performance	Maximum time for successful camera settings modification (in online mode)	Daily	99%	>=97% to <99%	<97%	Work Logs
End-User Equipment Uptime	Monitoring workstations / Desktops	Daily	99%	>=97% to <99%	<97%	NMS
End-User Equipment Uptime	LED display screens	Daily	99.9%	>=99.5% to <99.9%	<99.5%	EMS

8.3.6. Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and critical (breach). The SLAs shall be used to evaluate the performance of the services on monthly basis but penalties would be levied for cumulative performance for the quarterly basis.

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

- a. The SI will get 100% of the Contracted value if all the baseline performance metrics are complied with and the SLA Performance Score is 100.
- b. The SI will get lesser payment in case of the lower performance. (For e.g. SLA Performance Score is 80 then the SI will get 20% less on the quarterly payment – The formula calculating the deductions is “(100 – SLA Performance Score)%”).
- c. If the performance in respect of any parameter falls below the prescribed lower performance limit, the SI will be in breach of SLA.

The Performance Score during the quarter will be considered for computing penalty. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

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

8.3.7. Targets and Availability

Because of the varying nature of the components, each component has an individual target set for performance and availability. However, VSCDL/VMC shall expect ITMS system integrator to guarantee 99.5% availability of the services in general.

8.3.8. Service Monitoring

ITMS system integrator will put in place a monitoring mechanism to monitor all components of ITMS. ITMS system integrator through its monitoring system should provide data which is sufficient to allow analysis and reporting of component performance and availability to the detail and frequency described in this Agreement.

ITMS system integrator will additionally use data gathered from its monitoring of the components to inform and take approval from competent authority its decisions in respect of any changes to its infrastructure which it, in its sole discretion, deems necessary to maintain or improve the availability and performance of the services delivered to VSCDL/VMC.

8.3.9. Performance Reporting

ITMS system integrator shall record performance and availability of each of the ITMS components and report this information to the VSCDL/VMC, as described in below. Where periodic account reviews are agreed by both parties to be held between the VSCDL/VMC and ITMS system integrator, these reports will form an agenda for such reviews. If ITMS components include access to ITMS system integrator’s service system, ITMS system integrator will enable VSCDL/VMC to view the reports via ITMS system integrator’s service system.

8.3.10. Complaints Procedure

If VSCDL/VMC has any complaints about the way in which ITMS system integrator’s support facilities are being managed, VSCDL/VMC shall convey the same to ITMS system integrator in writing.

8.3.11. Non Delivery of Services

8.3.11.1. Planned Suspension

ITMS system integrator will, on occasion, need to suspend part(s) of the services in accordance with the Terms of Business. In such cases, the unavailability of any part(s) of the services will not constitute a fault. Where practical, any such suspension will be arranged to fall outside the Hours of Cover and ITMS system integrator shall use its reasonable commercial endeavours to see that the following procedure is followed:

- ITMS system integrator shall by e-mail or other means (relevant) give VSCDL/VMC representative reasonable notice of the time and duration of the suspension;
- After completion of the planned work, ITMS system integrator shall report the outcome to the VSCDL/VMC representative by updating the call management system on ITMS helpdesk system/incident management system; and
- All work at the premises owned by VMC or end users will be carried out in accordance with both local and national health and safety regulations.

8.3.11.2. Service Failures

Any faults arising from failures of components which are not part of ITMS or failure of any end users’ system (for instance, the failure of a local telecommunications line) shall not be a fault for the purposes of this Agreement.

8.3.12. Managing Service Failure

8.3.12.1. Fault Calls

Notification of Faults

VSCDL/VMC representatives or users will report a fault during the Hours of Cover by notifying ITMS system integrator’s Technical Helpdesk by telephone, email, service system or any other means identified as call logging point.

Setting Fault Priority

The priority of a fault reported by the VSCDL/VMC will be categorised by agreement between the VSCDL/VMC and ITMS system integrator’s representative taking the relevant Fault Call. In the absence of an agreement, VSCDL/VMC will determine the Fault Priority. Faults will generally be categorised as follows:

Support Category	Criteria	Response Time	Escalation	
Critical	The system is unable to be used for normal business activities. There is certainty of financial loss or operational inefficiency to VSCDL/VMC.	15 Minutes	No Response For (Cumulative)	Escalation To
			30 Minutes	Stage 2
			45 Minutes	Stage 3
			60 Minutes	Stage 4
Urgent	There is a problem with part of the system, which impacts VSCDL’s/VMC’s decision	1 Hour	No Response For (Cumulative)	Escalation To

	making. No viable work around is available. There is a likelihood of financial or operational loss.		3 Hours	Stage 2
			5 Hours	Stage 3
			7 Hours	Stage 4
High	The efficiency of users is being impacted but has a viable workaround.	2 Hours	No Response For (Cumulative)	Escalation To
			5 Hours	Stage 2
			8 Hours	Stage 3
			11 Hours	Stage 4
Medium	A low impact problem that affects the efficiency of users but has a simple workaround	6 Hours	No Response For (Cumulative)	Escalation To
			10 Hours	Stage 2
			14 Hours	Stage 3
			18 Hours	Stage 4
Low	A fault which has no particular impact on processing of normal business activities.	8 Hours	No Response For (Cumulative)	Escalation To
			24 Hours	Stage 2
			36 Hours	Stage 3
			48 Hours	Stage 4

Recording the Fault

The ITMS system integrator’s representative will ask VSCDL/VMC representative for information about the fault to obtain a clear description of its nature and the circumstances in which it occurred and confirm eligibility or non-eligibility of support for the fault.

8.3.12.2. Faults Initially Reported by ITMS System Integrator

Notification of Faults

ITMS system integrator will notify the VSCDL/VMC representative, either by e-mail, telephone or other identified methods, within a reasonable period of time of any fault of which it is aware, unless that fault is cleared before it can be notified to VSCDL/VMC representative.

Setting the Fault Priority

ITMS system integrator will allocate a priority to any fault of which it is aware in accordance with the fault designations set out in Table in “Fault Calls” section above. VSCDL/VMC shall notify ITMS system integrator’s Customer Services Manager by telephone if it disagrees with the allocated priority.

Recording the Fault Report

ITMS system integrator will record the date and time at which ITMS system integrator notifies VSCDL/VMC of any fault and the other details.

8.3.12.3. Fault Rectification

Fault Handling and Escalation

ITMS system integrator will allocate to any fault a Response Time in accordance with the details set out in Table below. Faults which remain unresolved at the end of the Response Time will be escalated as shown in Table below. Descriptions of the activities associated with each stage are shown in Table below.

Stage	Response Activity
Stage 1	ITMS system integrator’s representative on the Technical Helpdesk will acknowledge the Fault Call and advice on tests and actions required in order to resolve the problem, consulting as necessary with other ITMS system integrator’s representative and third parties. Should the ITMS system integrator’s representative be unable to resolve the problem or provide an action plan suitable to the VSCDL/VMC, the Fault Call will be escalated to ITMS system integrator’s representative of respective ITMS services Operations team and ITMS system integrator’s account manager will also be informed.
Stage 2	ITMS system integrator’s Operations team will determine a suitable action plan and agree it with the VSCDL/VMC. Where appointed, the Account Managers of respective ITMS services will be notified. ITMS system integrator’s Implementation team may also be involved at this point and third party manufacturers and/or other ITMS service providers may be contacted for additional technical support.
Stage 3	If unresolved following Stage 2, the fault will be escalated to ITMS system integrator’s Customer Services or Operations Managers, as appropriate. They will involve all necessary resources, both internally and externally, to ensure an acceptable resolution for the VSCDL/VMC. ITMS system integrator’s Technical Services Director will also be informed.
Stage 4	If unresolved following Stage 3, then ITMS system integrator’s Technical Services Director will take responsibility for the call and involve all necessary senior and management resources, both internally and externally, to ensure an acceptable resolution for the VSCDL/VMC. ITMS system integrator’s Managing Director will be appraised of the situation.

Response Times will start to run at the Call Open Time. ITMS system integrator’s representative may amend any fault priority by agreement with VSCDL/VMC. All telephone calls may be recorded or monitored for training purposes.

Should the same fault re-occur within 48 hours, the original call shall be reopened with the same log number and the same Response Time shall be applied from the time that the call is re-opened.

ITMS system integrator shall reserve the right to ‘stop the clock’ should a third party ITMS service provider be unable for any reason to issue or release pertinent details or information. In case of network related fault, ITMS shall coordinate with ISP and get the fault rectified. Further, SI shall produce documentary evidence regarding failure of bandwidth by ISP and not by network equipment.

8.3.13. Progress Recording

Mechanism for Notification of Progress, Escalations and Resolutions

This section sets out how ITMS system integrator will notify VSCDL/VMC about fault progress, escalation and/or resolution. In the event that the VSCDL/VMC representative cannot be contacted by one of the methods set out in this section, the ITMS system integrator’s representative shall be entitled to use any other method that it deems appropriate for any such notification.

In respect of any “priority one” fault, the VSCDL/VMC representative will, upon request, be updated with regular progress reports during the Hours of Cover. Such progress reports, where issued, will not be produced more frequently than hourly.

General Assistance

ITMS system integrator will aim to provide assistance to VSCDL/VMC in the resolution of difficult “end-to-end” faults. This will include incidents where the location of a particular fault is unclear, and may not eventually lie in ITMS system integrator’s area of supply. Such incidents may require the active co-operation of ITMS system integrator, VSCDL/VMC and third parties, in order to undertake the tests necessary for successful fault isolation and resolution. ITMS system integrator shall reserve the right to

charge for time and materials where the fault does not lie within the Service boundaries described in this section.

Closing a Fault

Any fault will remain open until the Call Close Time is notified to VSCDL/VMC. In the event that VSCDL/VMC finds that an ITMS component remains out of operation after the Call Close Time has been noted, then the fault shall be re-opened.

Guaranteeing a Fault Duration Time

Although ITMS system integrator will use its reasonable commercial endeavours to clear any fault within the shortest possible time, VSCDL/VMC should be aware that it is impossible for ITMS system integrator to guarantee any time limits.

Recurring and Intermittent Faults

ITMS system integrator will use its reasonable commercial endeavours to record the cause of all faults and monitor them to try and isolate recurring or intermittent faults.

ITMS system integrator's representative may request certain fault details from VSCDL/VMC in order to rectify a recurring or intermittent fault. VSCDL/VMC may be asked to record certain information relating to recurring or intermittent faults; VSCDL/VMC shall comply with any such request.

A fault may be closed by ITMS system integrator, if it is found to be and recorded as "no fault found" or "right when tested," even if an investigation is ongoing to isolate a recurring or intermittent fault.

8.3.14. Uptime and Downtime Calculation

8.3.14.1. Uptime Calculation

{{(Actual Uptime + Scheduled Downtime)/Total No. of Hours in a Month} x 100}

"**Actual Uptime**" means, of the total hours, the aggregate number of hours in any month during which each equipment is actually available for use.

"**Scheduled Downtime**" means the aggregate number of hours in any month during which each equipment, is down during total hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to system integrator's failure to exercise due care in performing system integrator's responsibilities.

VSCDL/VMC would provide a maximum of 4 hours of planned downtime for preventive maintenance (as part of scheduled downtime) per month per equipment/service. Downtime for scheduled maintenance (patch application, upgrades – OS, database, etc.) would need to be mutually agreed between VSCDL/VMC and system integrator. To reduce this time, various maintenance activities can be clubbed together with proper planning.

"**Total Hours**" means the total hours over the measurement period i.e. one month (24 x number of days in the month).

8.3.14.2. Downtime Calculation

The recording of downtime shall commence at the time of registering the call with system integrator for any downtime situation for the equipment.

Downtime shall end when the problem is rectified and the application/service is available to the user.

Downtime will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (scheduled downtime).
2. Failover time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty shall be imposed on the Service Provider.
3. Bug in any application which causes the non-availability of the service.

If VSCDL/VMC elects to continue the operation of the machine/equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until the VSCDL/VMC releases the machine/equipment to the system integrator for remedial action.

- a) The compliance report shall be submitted monthly, by the ITMS system integrator.
- b) These compliance reports shall be verified by VSCDL/VMC officials or the nominated representatives of VSCDL/VMC. Any disputes on the compliance report shall be escalated to a nominee of the senior management of VSCDL/VMC and the decision of that nominee shall be binding on both the parties.
- c) Elaborate list of SLA shall be furnished to system integrator at the time of agreement stage.
- d) Compliance to the SLA metrics as listed above shall be monitored on the monthly basis.
- e) If VSCDL/VMC finds that ITMS system integrator has breached any of the SLA Metrics more than three (3) times in a year then VSCDL/VMC, in its sole discretion, may terminate the Agreement in accordance with the provisions thereof. Such termination of the Agreement shall be without prejudice to any other rights available to AMC.
- f) Compliance report shall be submitted along with the Monthly invoice by the ITMS system integrator.
- g) With reference to SLA of field equipment, if the camera units are non-operational due to mishandling by VSCDL/VMC users and the same is verified by VSCDL/VMC officials, then ITMS system integrator shall not be penalized for non-compliance.
- h) Compliance reports shall be verified by VSCDL/VMC officials or the nominated representatives of VSCDL/VMC. Any disputes on the compliance report shall be escalated to a nominee of the senior management of VSCDL/VMC and the decision of that nominee shall be binding on both the parties.

8.4. SLA for Breach in Supply of Technical Manpower

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

Definition	Bidder is required to propose the CVs of the required technical manpower (as mentioned in RFP Vol. 2). It is vital that such manpower is available to VSCDL/VMC and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these manpower.
Service Level Requirement	Availability of the required manpower should be 100%. SI to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with VSCDL/VMC.
Measurement of Service Level Parameter	Following instances would be considered as SLA non-compliances: <ul style="list-style-type: none">• Replacement of a profile by the bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year)

	<ul style="list-style-type: none"> Non-deployment of the profile for more than 1 month. Authority reserves the right to ask SI to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark <p>Note: Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</p>						
Penalty for Non-achievement of SLA Requirement	<p>For every SLA non-compliance reported and proved, there shall be a penalty as given below:</p> <table border="1"> <thead> <tr> <th>Team Member</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Project Manager and Operation Manager</td> <td> <ul style="list-style-type: none"> Penalty of Rs 10,000 in 1st week of non-availability Penalty of INR 15,000/week in 2nd week of non-availability and thereafter </td> </tr> <tr> <td>For all other team members</td> <td> <ul style="list-style-type: none"> Penalty of Rs 5,000 in 1st week of non-availability Penalty of INR 10,000/week in 2nd week of non-availability and thereafter </td> </tr> </tbody> </table>	Team Member	Penalty	Project Manager and Operation Manager	<ul style="list-style-type: none"> Penalty of Rs 10,000 in 1st week of non-availability Penalty of INR 15,000/week in 2nd week of non-availability and thereafter 	For all other team members	<ul style="list-style-type: none"> Penalty of Rs 5,000 in 1st week of non-availability Penalty of INR 10,000/week in 2nd week of non-availability and thereafter
Team Member	Penalty						
Project Manager and Operation Manager	<ul style="list-style-type: none"> Penalty of Rs 10,000 in 1st week of non-availability Penalty of INR 15,000/week in 2nd week of non-availability and thereafter 						
For all other team members	<ul style="list-style-type: none"> Penalty of Rs 5,000 in 1st week of non-availability Penalty of INR 10,000/week in 2nd week of non-availability and thereafter 						

8.5. SLA for Guidelines Breach

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

Definition	Guidelines Breach includes non-compliance to guidelines set by Government of India, Government of Gujarat, Department of Information Technology, Department of Science and Technology, various agencies, etc.
Service Level Requirement	It is expected that the system integrator would comply with all the Policy/Procedural/Regulatory Guidelines enforced by Government of India, Government of Gujarat, Concerned Agencies and other related bodies and as amended from time to time.
Measurement of Level Service Parameter	In cases of non-compliance to guidelines, resolution of issue is mandatory. The system integrator would be required to respond with the action plan/change request, as applicable, and resolve the guidelines breach within 2 weeks.
Penalty for Non-achievement of SLA Requirement	For every occurrence, 0.01% of aggregated OPEX value for all components.

Maximum penalty of 0.1% of aggregated OPEX value will be levied for Guidelines Breach. In case of severe issues, VSCDL/VMC shall reserve the right to invoke the termination clause.

8.6. Termination on Account of Breach of SLA

If the liquidated damages reach 10% of the total contract value, VSCDL may invoke termination clause by following steps given below.

- VSCDL/VMC shall issue a show cause notice to the system integrator.
- System integrator shall reply to the notice within three working days.
- If VSCDL/VMC authorities are not satisfied with the reply, VSCDL/VMC may initiate termination.

8.7. Monitoring and Auditing

The IT team of VSCDL/VMC will review the performance of system integrator against the SLA parameters each month, or at any periodicity defined in the contract document. The review/audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review/audit can be scheduled or unscheduled. The results will be shared with the system integrator as soon as possible. VSCDL/VMC reserves the right to appoint a third-party auditor to validate the SLA.

8.7.1. Reporting Procedures

The system integrator's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include "Actual vs. Target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to the VSCDL's/VMC's IT team.

8.7.1.1. Issue Management Procedures

General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between VSCDL/VMC and system integrator. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

Issue Management Process

Either VSCDL/VMC or system integrator may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

VSCDL/VMC and system integrator's representative will determine which committee or executive level should logically be involved in resolution.

A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

8.8. SLA Holiday Period

- First quarter, post successful Go-Live of entire ITMS project, shall be termed as holiday period for SLAs, wherein the SLAs shall not be applicable on the system integrator (but it must be monitored and measured). This SLA holiday period is only for the purpose of streamlining the operations and monitoring of the systems and processes.
- Any planned application/server downtime would not be included in the calculation of application/server availability.

9. Work Completion Timeline and Payment Terms

The payment schedule and milestones are divided into two phases:

- i. Implementation Phase
- ii. Operations and Maintenance Phase

VSCDL shall issue a “Request Order” in writing, indicating the number of units of Hardware and Software to be supplied along with the location (Project Site). The VSCDL shall continue to issue such request until the full quantities of Hardware and Software specified in volume 2 within the variation limits of RFP is exhausted. Upon getting the Request Order, the SI shall promptly and as soon as possible within the lead time specified in the request order, supply, install and implement specified numbers of hardware and software at stated project site and commission the same. VSCDL shall specify the Lead Time in Request Order. The Lead Time of Request Order shall be decided in discussion with the Service Provider before the Request Order is placed. VSCDL’s decision in this regard shall be final but reasonable time shall be provided to the SI. Delay or non-performance will form the basis for application of Liquidated Damages. Tentative number of Request Orders and Lead Time as envisaged at this point of time is specified below.

Services	Approximate Time for Issuance of Request Order	Tentative Scope/ Approximate Sizing	Tentative Lead Time
Request Order 1	Fifteen Days post issuance of LOI or completion of feasibility study	<ol style="list-style-type: none"> 1. ITMS Field Devices 2. ITMS Non-IT Equipment (Civil, Mechanical Work) 3. ITMS Control Centre & Depot Infrastructure 4. GPRS Connectivity to Bus Stops 5. OFC Connectivity to Bus Control Room 6. Smart DC – Infrastructure 7. ITMS Application & Software 	3 Months from the date of issuance of request order one
Request Order 2	Two months post issuance of LOI or completion of feasibility study	<ol style="list-style-type: none"> 1. OFC Network 2. CCTV Cameras in Buses 3. CCTV Cameras in Bus Stop & Terminals 4. Video Feed Receiving Station 5. OFC Connectivity to Bus Stops 6. Integration of above with CCC Software 	2 Months from the date of issuance of request order two
Request Order 3	Five months post issuance of LOI or completion of feasibility study	<ol style="list-style-type: none"> 1. DR Infrastructure on Cloud (Optional) 2. Integration of above with CCC Software 	3 Months from the date of issuance of request order three

Note: Above request order schedule is tentative and it may change in terms of items ordered and timeline as per the need of VSCDL

Project delivery/work completion milestones and payment milestones given below is from the date of work order.

Sr.	Milestone	Deliverables	Timeline	Payment Terms	Liquidated Damages on Delay
1.	Detailed Project Plan (Covering Project Schedule, Phasing Plan, Business Continuity Plan, etc.) Infrastructure Gap Analysis/ Recommendations Documents	Detailed Project Plan, User Requirement Specifications, Gap Analysis Documents, Delivery Plan	T + 4 Weeks	5% of Sum of Schedule A+C+D	0.10% of Schedule (A+C+D) Cost Per Week
2.	Delivery and Inspection of ITMS Infrastructure (Field Devices, Control Centre and Depot Infrastructure and DC Infrastructure)	Delivery Report for IT Infrastructure at Central Location/ Bidder's Warehouse	T + 16 Weeks	1. 45% of the ITMS Field Devices Cost [Schedule-A] 2. 45% of the Control Centre and Depot Infrastructure Cost [Schedule-C] 3. 45% of the DC Infrastructure Cost [Schedule-D]	0.30% of Schedule (A+C+D) Cost Per Week
3.	Installation and Testing of ITMS Infrastructure (Field Devices, Control Centre and Depot Infrastructure and DC Infrastructure)	Hardware Installation Report	T + 20 Weeks	1. 10% of the ITMS Field Devices Cost [Schedule-A] 2. 10% of the Control Centre and Depot Infrastructure Cost [Schedule-C] 3. 10% of the DC Infrastructure Cost [Schedule-D]	0.30% of Schedule (A+C+D) Cost Per Week
4.	Delivery, Installation and Activation of Application/ System Software	Licenses Copy and Media of Relevant Software(s), Software Installation Report	T + 24 Weeks	25% of the Application and System Software Cost [Schedule-B]	0.30% of Schedule B Cost Per Week
5.	User Acceptance Testing of Application/ System Software	Test Cases Reports (Unit Test, Integration Test, System, Test, Load Test,	T + 26 Weeks	50% of the Application and System Software Cost [Schedule-B]	0.30% of Schedule B Cost Per Week

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Sr.	Milestone	Deliverables	Timeline	Payment Terms	Liquidated Damages on Delay
		Performance Test) UAT Testing Reports			
6.	End User Training & Documentation Submission	1. Training Certificate from the Department 2. User Manual Documentation 3. System Documentation (incl. IT Infra Design Document)	T + 28 Weeks	50% of the Capacity Building and Training Cost [Schedule-E]	0.30% of Schedule E Cost Per Week
7.	Completion of Implementation and Project Go-live	On Completion, Acceptance Certificate shall be provided by VSCDL/VMC	Go-Live = T + 30 Weeks	1. 25% of the ITMS Field Devices Cost [Schedule-A] 2. 25% of the Application and System Software Cost [Schedule-B] 3. 25% of the Control Centre and Depot Infrastructure Cost [Schedule-C] 4. 25% of the DC Infrastructure Cost [Schedule-D] 5. 25% of the Capacity Building and Training Cost [Schedule-E]	0.30% of Schedule (A+B+C+D +E) Cost Per Week
8.	Hand Holding Support (Stabilization Period)-##	Please See Note Below	Go-Live + 3 Months	25% of the Capacity Building and Training Cost [Schedule-E]	-
9.	IT Infrastructure Support during First Year	Periodic and Required Work Products/ Documents/ Reports	Go-Live + 1 Years	Remaining 10%: On Quarterly Basis in Arrears i.e. 2.5% of the IT Infrastructure Cost every quarter for 1 year, at the end of quarter. (2.5% x 4 = 10%).	Penalty as per SLA

Sr.	Milestone	Deliverables	Timeline	Payment Terms	Liquidated Damages on Delay
				Infra Cost = ITMS Field Devices [Schedule-A] + Control Centre and Depot Infrastructure [Schedule-C] + DC Infrastructure [Schedule-D]] per Quarter in Arrears	
10.	Maintenance Support for Application and System Software/ Licenses	Periodic and Required Work Products/ Documents/ Reports	Go-Live + 5 Years	On Quarterly Basis in Arrears i.e. 5% of the AMC Support for Application and System Software [Schedule-F] per Quarter in Arrears	Penalty as per SLA
11.	Maintenance Support for IT Infrastructure	Periodic and Required Work Products/ Documents/ Reports	Expiration of Warranty + 2 Years	On Quarterly Basis in Arrears i.e. 12.5% of the AMC Support for IT Infrastructure [Schedule-G] per Quarter in Arrears	Penalty as per SLA
12.	Manpower Support	Deployment of Manpower as specified in this RFP	Go-Live + 5 Years	On Quarterly Basis in Arrears i.e. 5% of the Manpower Cost [Schedule-H] per Quarter in Arrears	Penalty as per SLA
13.	Bandwidth	Provisioning of Bandwidth for Smooth and Successful Operation of All Components of Project	Go-Live + 5 Years	On Quarterly Basis in Arrears i.e. 5% of the Bandwidth Cost [Schedule-I] per Quarter in Arrears	Penalty as per SLA

- This period will be considered as stabilization period for the implemented solution.

Note:

- Payment timelines will be adjusted based on the adherence to performance of the successful bidder as per implementation timeline.
- Operations and Maintenance (O&M) phase will start as soon as implementation is completed and project Go-Live occurs. The SI shall adhere to the SLAs and provide post implementation support for a period of 5 years after Go-Live which shall include 3 years of warranty and 2 years of AMC support. Payment of O&M phase will be made on quarterly basis (at completion of each quarter).
- Above payments are subject to meeting of SLA's, failing which appropriate deductions (as mentioned in the SLA section of this RFP) shall be applied.

- The payment shall be inclusive of Goods & Services Tax, Duties/Fees, Levies, Charges and Commissions as applicable under the relevant Local Laws or Laws of India. Any variation in statutory duties/taxes post execution of Contract shall be borne by VSCDL.
- VSCDL will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of VSCDL/VMC. VSCDL/VMC shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where VSCDL disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in resolution of dispute.

10. Formats for Pre-Qualification Bid

10.1. Bid Cover Letter

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Subject: "Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City".

Reference: Tender No: <No> dated <DD/MM/YYYY>

Dear Sir,

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

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document (and subsequent clarification/corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening Date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid document.

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

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

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

10.2. Pre-Qualification Documents Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	DD of INR 29,500/- (Rupees Nine Thousand Five Hundred only) as Tender fee (in separate envelop)		
2.	EMD of INR 40,00,000/- (Rupees Forty Lakhs only) (Form PQ_1)		
3.	Bid Cover Letter		
4.	Power of Attorney/board resolution to the authorized signatory of the bid		
5.	Copy of certificate of incorporation (in case of a consortium all the members have to submit) (Form PQ_2) For global companies, equivalent certificate in the country of incorporation		
6.	Power of Attorney for lead bidder of consortium (Form PQ_3)		
7.	Consortium Agreement with clearly defined roles and responsibilities of each consortium partner		
8.	<p>Certificate from the statutory auditor/CA specifying the</p> <p>(a) overall annual turnover for last 3 audited financial years (FY 2014-15, 2015-16 and 2016-17),</p> <p>(b) turnover from ICT/ITES business (#) for last 3 audited financial years (FY 2014-15, 2015-16 and 2016-17),</p> <p>(c) turnover from ITMS business (##) for last 5 audited financial years (FY 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17), and</p> <p>(d) net worth for last 3 financial years (FY 2014-15, 2015-16 and 2016-17) (Form PQ_4, in case of a consortium all the members have to submit)</p> <p>(#) ICT stands for Information & Communication Technology project and include IT systems integration project.</p> <p>And</p> <p>ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric or management of operations through technology enabled solutions.</p> <p>(##) Intelligent Transit Management Systems (ITMS) projects: Projects involving implementation of any of the following solution components: PIS Displays in Bus/Rail/Metro, PIS Display Management System, GPS Devices in Bus/Rail/Metro, Bus Driver Unit (BDU) in Bus, Vehicle Scheduling and Dispatch System, AVLS System, Depot Management System, Smart Transport Citizen Portal/Citizen Mobile App.</p>		
9.	Details of the projects executed (Form PQ_5 and PQ_6) along with LoI/work order with full BoQ, contract agreement and copy of invoice submitted to the client (for		

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#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
	projects where the invoice copy is not available, the work order date should be 1 year before the released date of this RFP)		
10.	Declaration that the firm is not blacklisted by Central Government or any State Government organization/ department in India at the time of submission of the bid (Form PQ_7, in case of a consortium all the members have to submit)		
11.	Declaration on stamp paper, for bidder not terminated, not being insolvent or in receivership or bankrupt (Form PQ_8, in case of a consortium all the members have to submit)		
12.	Copy of audited balance sheet for last three financial years 2014-15, 2015-16 and 2016-17 (in case of a consortium all the members have to submit)		
13.	Copy of the audited profit & loss statements for last three financial years 2014-15, 2015-16 and 2016-17 (in case of a consortium all the members have to submit)		
14.	Supporting documents like rent agreement/electricity bill/self-declaration on company's letterhead to be submitted for local office in Vadodara OR Undertaking from authorized signatory, to open local office with warehouse facility within 30 days from issuance of LoI, to be submitted		
15.	Copy of valid GST registration certificate		
16.	Copy of PAN card along with documentary proof of Income Tax returns for the last three financial years i.e. 2016-17, 2015-16, 2014-15.		

10.3. PQ_1: Bank Guarantee for Earnest Money Deposit (EMD)

To,

<Name>
<Designation>
<Address>
<Phone No.>
<Fax No.>
<Email ID>

Whereas <<name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for submission of Tender <<tender number>> dated <<date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<name of purchaser>>.

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:
Date:

10.4.PQ_2: Bidder Information Format

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Subject: "Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City".

Dear Sir,

Please find below details of lead bidder and other consortium members for participation in "**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**" tender.

NOTE: To be filled for the lead bidder and consortium partner.

Bidder Information Sheet			
#	Particulars	Lead Bidder	Consortium Partner
1.	Name of the Organization		
2.	Type of Organization (Pvt. Ltd./Public Limited/LLP)		
3.	Country of Registered Office		
4.	Address of Registered Office		
5.	Company Registration Details		
6.	Date of Registration		
7.	Details of any Global Certifications (ISO/ITIL/CMMi etc.)		
8.	PAN/Equivalent		
9.	GST Registration Certificate		
10.	Address of Registered Office in India		
11.	No. of Years of Operation in India		
12.	Stake in Consortium (%)		
13.	Authorized Signatory Name		
14.	Authorized Signatory Designation		
15.	Authorized Signatory Contact Details		

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 6.

10.5. PQ_3: Power of Attorney for Lead Member of Consortium (In case of Consortium)

Whereas the VSCDL has invited applications from interested parties for the “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

10.6.PQ_4: Lead Bidder's and Consortium Partner's Turnover Details and Net Worth

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Subject: "Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City".

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for "**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**". I hereby declare that below are the financial details of our organization and consortium partner for last 5 financial years (FY 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17).

#	Details		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Average
			(i)	(ii)	(iii)	(iv)	(v)	$\frac{[(i)+(ii)+(iii)+(iv)+(v)]}{5}$
(in INR Crores)								
1.	Lead Bidder	Overall Annual Turnover						
		Turnover from ICT/ITES Business (# as defined in PQ)						
		Turnover from ITMS Business (## as defined in PQ)						
		Net Worth						
2.	Consortium Partner	Overall Annual Turnover						
		Turnover from ICT/ITES Business (# as defined in PQ)						
		Turnover from ITMS						

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		Business (## as defined in PQ)						
		Net Worth						

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 6.

10.7. PQ_5: Experience of Implementing ICT/ITES Projects

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. I hereby declare that below are the details regarding relevant work that has been taken up by our company and consortium partner.

NOTE: To be filled separately for each project undertaken by the lead bidder and consortium partner.

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Other Details					
Total cost of the project					
(If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of the project type>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

Name of the Project	Consortium Partner				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
Other Details					
Total cost of the project					
Total cost of the work done till date by the bidder (If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of project>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 6.

10.8.PQ_6: Experience of Implementing Intelligent Transit Management Systems

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. I hereby declare that below are the details regarding relevant work that has been taken up by our company and consortium partner.

NOTE: To be filled separately for each project undertaken by the lead bidder and consortium partner.

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
ITMS Component					
PIS Displays in Bus/Rail/Metro					
PIS Display Management System					
GPS Devices in Bus/Rail/Metro					
Bus Driver Unit (BDU) in Bus					
Vehicle Scheduling and Dispatch System					
AVLS System					
Depot Management System					
Smart Transport Portal/Citizen Mobile App					
Please specify others, if any					
Other Details					
Total cost of the project					

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
(If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of project>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

Name of the Project	Consortium Partner				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
ITMS Component					
PIS Displays in Bus/Rail/Metro					
PIS Display Management System					
GPS Devices in Bus/Rail/Metro					
Bus Driver Unit (BDU) in Bus					
Vehicle Scheduling and Dispatch System					
AVLS System					
Depot Management System					
Smart Transport Portal/Citizen Mobile App					
Please specify others, if any					
Other Details					

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Total cost of the project					
(If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of project>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 6.

10.9.PQ_7: Self Declaration – No Blacklisting

<<To be printed on INR 100/- Stamp Paper>>

Date: DD/MM/YYYY

To,
CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

In response to the Tender Ref. No. _____ dated _____ for “Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City”, as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/PSU.

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

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

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Date :
Place :
Seal of the Organization :

10.10. PQ_8: Self Declaration – Bidder Not Terminated, Not Being Insolvent or In Receivership or Bankrupt

<<To be printed on INR 100/- Stamp Paper>>

Date: DD/MM/YYYY

To,
CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

In response to the Tender Ref. No. _____ dated _____ for “Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City”, as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____:

- a) has not been terminated by any Government/Semi-Government or Public Authority or Public Institution in India or abroad, before the completion of respective Contract period for which it has executed the project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by it
- b) is not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons
- c) not has, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings
- d) does not have a conflict of interest in the procurement in question as specified in the RFP

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

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Date :
Place :
Seal of the Organization :

11. Formats for Technical Bid

11.1. General Instructions for Preparation of the Technical Proposal

- i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the bidder will matter a lot. All the documents must be submitted in one file only.
- ii. Bidder is expected to divide its bid in following sections/documents:

a. Bidder's Competence to Execute the Project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial capability of the bidder in required formats and supporting documents
- Experience of executing similar projects

b. Technical Proposal

The technical proposal should specify the following:

- Understanding of the project
- Clear articulation and description of the design and technical solution and various components including (infrastructure architecture, application architecture, data architecture and physical street layer architecture)
- Details of the application software proposed
- Integration approach with existing infrastructure
- Reasoning for selection of the proposed technology over other options
- Strength of the bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the strategy and approach & methodology for design, installation, configuration and maintenance of project components, data recovery and hosting infrastructure of the project.
- Approach and Methodology for management of SLA requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
- Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.
- The Operations and Risk Mitigation plan.

c. Other Details

- **Bill of Material & BoQ:** The bidder should give details of all the proposed IT and Non-IT components, without specifying the costs in the format given below. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.

#	Name of Item	OEM/ Make	Exact Model	Part No.	Quantity/ License Count Offered
---	--------------	-----------	-------------	----------	---------------------------------

1.	<Item 1>				
2.	<Item 2>				
3.	<Item 3>				
4.	<Item 4>				

- Make and Model (one & only one unique Make and Model per BOQ item is required) of all IT as well as Non-IT components along with datasheets highlighting Technical Specification (Ref: Volume 2) parameters in each datasheet for compliances.
- Compliance to Technical and Functional specifications as mentioned in Volume 2 against each specification feature.
- CVs of the Key Manpower proposed (Qualification of each resource is provided in Volume 2).

d. OEM Details

- OEMs of all proposed equipment/components should have existence in India for last two years as on 31 March 2017.
- For OEM selection criteria, please refer RFP Vol. 2, Annexure VI, and Section 12.1 OEM Selection Criteria.
- During the PoC/Pilot/Demonstration at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed equipment/components for city conditions. If any brand/product is found unsuitable, bidder may get disqualified or may be asked to replace the product with better brands meeting the tender requirements. Without any cost implication or changes in commercial bid.

e. Proposed Team for the Project

- As specified in Technical Bid Evaluation Framework, VMC would give importance to the right people proposed for the project. Bidder may propose different people for different skill-sets required and different responsibilities (during project implementation and post-implementation). Following documentation is expected in this section:
 - (a) Overall project team (for both Implementation and Post Implementation support phases)
 - (b) Escalation chart for the entire project duration
 - (c) Summary table providing qualification, experiences, certifications and other relevant details
 - (d) Detail CVs in the format attached
- All above mentioned documents shall have an index page with page numbers specified for all the key information/headers on company's cover letter.
- During the demo at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed equipment/components for city

11.2. Documents Checklist for Technical Bid

#	Documents to be submitted	Submitted (Y / N)	(Page No.)
1.	Bidder competence related docs (Form TQ_1)		
2.	Details of projects executed (Form TQ_2 and TQ_3)		
3.	Understanding of the project		
4.	Description of the design and technical solution and various components including (infrastructure architecture, application architecture, data architecture and physical street layer architecture)		
5.	Details of the application software proposed		
6.	Integration approach with existing infrastructure		
7.	Reasoning for selection of the proposed technology over other options		
8.	Strength of the bidder to provide services including examples or case-studies of similar solutions deployed for other clients		
9.	Approach and methodology for design, installation, configuration and maintenance of hosted components, data recovery, hosting infrastructure of the project		
10.	Approach and methodology for management of SLA requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.		
11.	Detailed project plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components		
12.	Internet bandwidth requirement for the operations		
13.	Risk mitigation plan		
14.	Technically qualified full-time professionals (Form TQ_4)		
15.	Manpower deployed on the project (Form TQ_5)		
16.	CVs of the manpower proposed (Form TQ_6)		
17.	Make and model of all IT as well as Non-IT components		
18.	Compliance to Technical & Functional specifications as mentioned in Volume 2		
19.	Bill of material without prices		
20.	Datasheets highlighting the Technical specification (Ref: Volume 2) parameters in each datasheet for compliances		
21.	Authorization letter from OEMs (Form TQ_7)\		

11.3. TQ_1: Lead Bidder's and Consortium Partner's Turnover Details and Net Worth

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Subject: "Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City".

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for "**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**". I hereby declare that below are the details regarding Overall Annual Turnover and Net Worth of our organization and consortium partner for last 3 financial years (FY 2014-15, 2015-16 and 2016-17).

#	Details		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Average
			(i)	(ii)	(iii)	(iv)	(v)	$\frac{[(i)+(ii)+(iii)+(iv)+(v)]}{5}$
			(in INR Crores)					
3.	Lead Bidder	Overall Annual Turnover						
		Turnover from ICT/ITES Business (# as defined in PQ)						
		Turnover from ITMS Business (## as defined in PQ)						
		Net Worth						
4.	Consortium Partner	Overall Annual Turnover						
		Turnover from ICT/ITES Business (# as defined in PQ)						
		Turnover from ITMS Business						

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		(## as defined in PQ)						
		Net Worth						

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 7.22.

11.4. TQ_2: Experience of Implementing ICT/ITES Projects

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. I hereby declare that below are the details regarding relevant work that has been taken up by our company and consortium partner.

NOTE: To be filled separately for each project undertaken by the lead bidder and consortium partner.

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Other Details					
Total cost of the project					
(If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of the project type>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

Name of the Project	Consortium Partner				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
Other Details					
Total cost of the project					
(If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of project>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 7.22.

11.5. TQ_3: Experience of Implementing Intelligent Transit Management Systems

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. I hereby declare that below are the details regarding relevant work that has been taken up by our company and consortium partner.

NOTE: To be filled separately for each project undertaken by the lead bidder and consortium partner.

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
ITMS Component					
PIS Displays in Bus/Rail/Metro					
PIS Display Management System					
GPS Devices in Bus/Rail/Metro					
Bus Driver Unit (BDU) in Bus					
Vehicle Scheduling and Dispatch System					
AVLS System					
Depot Management System					
Smart Transport Portal/Citizen Mobile App					
Please specify others, if any					
Other Details					
Total cost of the project					

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
(If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of project>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

Name of the Project	Consortium Partner				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the bidder					
Deliverables of the bidder					
Technologies used					
Outcomes of the project					
ITMS Component					
PIS Displays in Bus/Rail/Metro					
PIS Management System					
GPS Devices in Bus/Rail/Metro					
Bus Driver Unit (BDU) in Bus					
Vehicle Scheduling and Dispatch System					
AVLS System					
Depot Management System					
Smart Transport Portal/Citizen Mobile App					
Please specify others, if any					
Other Details					

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Total cost of the project					
(If project is executed as a consortium member, then provide cost of work done as per scope of work allocation only)					
Duration of the project (number of months, start date, completion date, current status)					
Other relevant information <for each type of project>					
Mandatory Supporting Documents					
LoI/work order with full BoQ					
Contract agreement					
Copy of invoice submitted to the client					
Client certificate giving present status of the project and view of the quality of services by the bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 7.22.

11.6. TQ_4: Undertaking for Technically Qualified Full-time Professionals on Company's Payroll

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. I hereby declare that my company <company's name> has <number > technically qualified professionals as on 31 March 2017.

NOTE: To be filled for the lead bidder and consortium partner.

#	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the Proposed Position (in Years)	Certifications
1.						
2.						
3.						

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 7.22.

11.7. TQ_5: Undertaking for Manpower Deployed on Project

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**”. I hereby declare that following resources are being proposed for the project.

NOTE: To be filled separately by the lead bidder and consortium partner.

#	Proposed Position	Resource Name	Proposed CV Compliance
1.	Project Manager		
2.	Control Room and Process Analyst (Operations Manager)		
3.	Planning and Scheduling Expert		
4.	Control Centre Controllers		
5.	Hardware, Network & Data Centre Staff Member (System Administrator)		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as document proof in Section 7.22.

11.8. TQ_6: CVs of the Manpower Proposed

<<CV of the proposed Manpower to be submitted in the following format>>

1.	Name of the Staff				
2.	Current Designation in the Organization				
3.	Proposed Role in the Project				
4.	Proposed Responsibilities in the Project				
5.	Date of Birth				
6.	Education	Degree/Diploma	College/University	Year of Passing	
7.	Key Training and Certifications				
8.	Language Proficiency	Language	Reading	Writing	Speaking
9.	Employment Record (For the Total Relevant Experience)	From /To	Employer	Position Held	
10.	Total No. of Years of Work Experience				
11.	Total No. of Years of Experience for the Role Proposed				
12.	Highlights of Relevant Assignments Handled and Significant Accomplishments	Use following format for each project			
		Name of Assignment/Project:			
		Year:			
		Location:			
		Client:			
		Main Project Features:			
		Positions Held:			
		Activities Performed:			

11.9. TQ_7: Format for Authorization Letters from OEMs

<<To be printed on OEM's Letterhead and signed by Authorized Signatory of OEM>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Subject: "Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City" – Authorization Letter from OEMs.

Reference: Tender No: <No> dated <DD/MM/YYYY>

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing/development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment/software manufactured/developed by us.

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

This authorisation letter shall be valid till the bid validity period defined in the volume 1 of the RFP.

Yours faithfully,

(Signature of the Authorized Signatory of OEM)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

(Signature of the Authorized Signatory of Lead Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

12. Annexure A - Commercial Bid Format and Instructions

12.1. General Instructions

1. Bidder should provide all prices as per the prescribed format under this Annexure.
2. All the prices are to be entered in Indian Rupees (INR) only.
3. Prices indicated in the schedules shall be inclusive of all taxes, duties and levies etc. The prices should also specify five year support cost as per provided formats.
4. It is mandatory to provide breakup of all taxes, duties and levies wherever asked for.
5. VSCDL reserves the right to ask the successful bidder to submit proof of payment against any of the taxes, duties and levies indicated.
6. VSCDL shall take into account all taxes, duties and levies for the purpose of evaluation.
7. The bidders need to account for all Out of Pocket expenses due to boarding, lodging and other related items.
8. Variation in quantities of individual items shall be permitted. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits. Please refer Section 7.28 for more details.
9. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by VSCDL/VMC. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
10. For the purpose of evaluation of Commercial Bids, VSCDL shall make appropriate assumptions to arrive at a common Bid Price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the bidder.
11. VSCDL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to VSCDL.
12. SI should refer Volume II of the Tender for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial Formats.
13. No escalations of prices will be considered under any circumstances.
14. The software licenses provided should be perpetual and at enterprise level such that VSCDL or VMC (or any entity as determined by VSCDL) can use the software products irrespective of number of users and number of field devices or number of cores of computer. Additions to users or field devices or number of cores will have to be done at no additional cost.

12.2. Schedule S: Summary of Estimates for Intelligent Transit Management System (ITMS) Project

Schedule S: Summary of Estimates for VMC Project			
I. Capital Expense			
Sr.	Item Description	Reference Schedule	Total Price
S.I.1	ITMS Field Devices	A	
S.I.2	Application and System Software	B	
S.I.3	Control Centre and Depot Infrastructure	C	
S.I.4	DC Infrastructure	DI	
S.I.5	DR Infrastructure (Optional)	DII	
S.I.6	Capacity Building and Training	E	
Total (in INR)			
Total (in Words)			

II. Operational Expense							
Sr.	Item Description	Reference Schedule	Total 1st Year Rate (INR)	Total 2nd Year Rate (INR)	Total 3rd Year Rate (INR)	Total 4th Year Rate (INR)	Total 5th Year Rate (INR)
S.II.1	AMC/Support	F					
S.II.2	Manpower	G					
S.II.3	Communication Cost	H					
Total for 5 Years (in INR)							
Total for 5 Years (in Words)							

12.3. Schedule A: ITMS Field Devices

Schedule A: ITMS Field Devices						
Sr.	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
A.1	Bus Driver Console + OBU	150				
A.2	GPS unit for city bus/other vehicle	150				
A.3	Mobile NVR for Buses	150				
A.4	Fixed Mini Dome Camera on buses and Bus Stops	250				
A.5	PTZ Camera on Bus Terminal	15				
A.6	3G/4G Router at Bus Stops	125				
A.7	Bus Stop PIS Display Unit (2 Row)	125				
A.8	Voltage Stabilizer at bus stops	125				
A.9	Junction Box at Bus Stop/field	125				
A.10	Bus Terminal Ultra Stretch Display	5				
A.11	Bus Terminal LED PIS Multiline Display	5				
A.12	Installation charges per bus Stop	125				
A.13	Electrical Provisioning per bus Stop	125				
A.14	Any Other One-Time Charges^ (Please Specify)	Lump Sum				
^Please provide complete details of item/work with make, model, quantity, duration, resources etc.						
Total – Schedule A (in INR)						
Total (in Words)						

12.4. Schedule B: Application and System Software

Schedule B: Application and System Software						
Sr.	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
B.1	AVLS Software	Lump-sum				
B.2	Depot Management System	Lump-sum				
B.3	PIS Management System	Lump-sum				
B.4	Vehicle Scheduling & Dispatch System	Lump-sum				
B.5	Software for OS, AV etc.	Lump-sum				
B.6	Virtualization Software (if any)	Lump-sum				
B.7	Web Portal for Transit	Lump-sum				
B.8	Mobile Application for Transit	Lump-sum				
B.9	Business Intelligence Software with Five User Licenses	Lump-sum				
B.10	Additional Licenses of Enterprise Management System purchased as part of CCC Project	Lump-sum				
B.11	Integration with CCC, GIS and Incident Management System	Lump-sum				
B.12	Any Other One-Time Charges^ (Please Specify)	Lump Sum				
^Please provide complete details of item/work with make, model, quantity, duration, resources etc.						
Total – Schedule B (in INR)						
Total (in Words)						

12.5. Schedule C: Bus Control Centre and Depot Infrastructure

Schedule C: Bus Control Centre and Depot Infrastructure						
Sr.	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
C.1	LED TV for video wall	2				
C.2	Desktop PC	4				
C.3	Video Feed Receiving Station	1				
C.4	Rack Server for Bus Control Room	1				
C.5	Layer 2 LAN Switch	1				
C.6	UPS for Bus Control Room / Terminal	1				
C.7	Server/Networking Rack	1				
C.8	LAN (Structure Cabling) per location	1				
C.9	Electrical Work per location	1				
C.10	Any Other One-Time Charges^ (Please Specify)	Lump Sum				

^Please provide complete details of item/work with make, model, quantity, duration, resources etc.

Total – Schedule C (in INR)

Total (in Words)

12.6. Schedule DI and DII: Smart DC & DR Infrastructure on Cloud

Schedule DI: Smart DC Infrastructure						
Sr.	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
D.I.1	Blade Servers	Lump-sum				
D.I.2	Blade Chassis	1				
D.I.3	Layer 3 Switch	2				
D.I.4	TOR Switch	2				
D.I.5	Server/Networking Rack	Lump-sum				
D.I.6	KVM Module	1				
D.I.7	SAN Storage	Lump-sum				
D.I.8	Structured Cabling	Lump-sum				
D.I.9	ILL for DC	1				
D.I.10	Any Other One-Time Charges^ (Please Specify)	Lump Sum				
^Please provide complete details of item/work with make, model, quantity, duration, resources etc.						
Total – Schedule D (in INR)						
Total (in Words)						

Schedule DII: DR Infrastructure (Optional)													
Sr.	Item Description	Units (Z)	Per Unit Rate (per year)	Total 1st Year Rate (Without Tax)	Total 1st Year Rate (With Tax)	Total 2nd Year Rate (Without Tax)	Total 2nd Year Rate (With Tax)	Total 3rd Year Rate (Without Tax)	Total 3rd Year Rate (With Tax)	Total 4th Year Rate (Without Tax)	Total 4th Year Rate (With Tax)	Total 5th Year Rate (Without Tax)	Total 5th Year Rate (With Tax)
D.II.1	DR Hosting Charges (Optional)	1											
D.II.2	DC-DR Link charges (Optional)	1											
D.II.3	ILL for DR (Optional)	1											
D.II.4	Any Other One-Time Charges^ (Please Specify)	Lump Sum											
^Please provide complete details of item/work with make, model, quantity, duration, resources etc.													
Total – Schedule DII (in INR)													
Total (in Words)													

12.7. Schedule E: Capacity Building and Training

Schedule E: Capacity Building and Training						
Sr.	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
E.1	Functional Training	10				
E.2	Administrative Training	3				
E.3	Senior Management Training	2				

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E.4	Project Management/ Coordination during Implementation	Lump sum				
E.5	Operational Expenses during Implementation	Lump Sum				
E.6	Any Other One-Time Charges^ (Please Specify)	Lump Sum				
^Please provide complete details of item/work with quantity, duration, resources etc.						
Total – Schedule E (in INR)						
Total (in Words)						

12.8. Schedule F: AMC Support for Application and System Software

Schedule F: Annual Maintenance Contract (Support) for 5 Years												
Sr.	Item Description	Units (Z)	Total 1st Year Rate (Without Tax)	Total 1st Year Rate (With Tax)	Total 2nd Year Rate (Without Tax)	Total 2nd Year Rate (With Tax)	Total 3rd Year Rate (Without Tax)	Total 3rd Year Rate (With Tax)	Total 4th Year Rate (Without Tax)	Total 4th Year Rate (With Tax)	Total 5th Year Rate (Without Tax)	Total 5th Year Rate (With Tax)
F.1	A: ITMS Field Devices	1 Lot										
F.2	B: Application and System Software	1 Lot										
F.3	C: Control Centre and Depot Infrastructure	1 Lot										
F.4	D: DC Infrastructure	1 Lot										
F.5	Any Other One-Time Charges^ (Please Specify)	Lump Sum										
^Please provide complete details of item/work with make, model, quantity, duration, resources, etc.												
Note:												
<ul style="list-style-type: none"> • Include all items from above annexures • Support cost for hardware items would start from 4th year, as Capital cost asked is with 3 years warranty. 												

Total – Schedule F (in INR)													
Total (in Words)													

12.9. Schedule G: Manpower Cost

Schedule G: Schedule G: Manpower Cost													
Sr.	Item Description	Units (Z)	Total 1st Year Rate (Without Tax)	Total 1st Year Rate (With Tax)	Total 2nd Year Rate (Without Tax)	Total 2nd Year Rate (With Tax)	Total 3rd Year Rate (Without Tax)	Total 3rd Year Rate (With Tax)	Total 4th Year Rate (Without Tax)	Total 4th Year Rate (With Tax)	Total 5th Year Rate (Without Tax)	Total 5th Year Rate (With Tax)	
G.1	Project Manager	1											
G.2	Control Room and Process Analyst (Operations Manager)	1											
G.3	Planning and Scheduling Expert	1											
G.4	Control Centre Controllers	1											
G.5	Hardware, Network & Data Centre Staff Member (System Administrator)	1											
G.6	Any Other One-Time Charges^ (Please Specify)	Lump Sum											
Total – Schedule G (in INR)													
Total (in Words)													

12.10. Schedule H: Communication Cost

Schedule H: Communication Cost													
Sr.	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total 1st Year Rate (Without Tax)	Total 1st Year Rate (With Tax)	Total 2nd Year Rate (Without Tax)	Total 2nd Year Rate (With Tax)	Total 3rd Year Rate (Without Tax)	Total 3rd Year Rate (With Tax)	Total 4th Year Rate (Without Tax)	Total 4th Year Rate (With Tax)	Total 5th Year Rate (Without Tax)	Total 5th Year Rate (With Tax)

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							(With Tax)		(With Tax)		(With Tax)		(With Tax)
H.1	Communication cost for GPS Devices for Buses/Other vehicles	150											
H.2	Communication cost for Bus Stops	125											
H.3	ILL for DC	1											
H.4	Any Other One-Time Charges^ (Please Specify)	Lump Sum											
^Please provide complete details of item/work with make, model, quantity, duration, resources, etc.													
Total – Schedule H (in INR)													
Total (in Words)													

13. Annexure B

13.1. Format for Performance Bank Guarantee

<<To be printed on INR 100/- Stamp Paper>>

IN CONSIDERATION OF _____ through _____

Vadodara Smart City Development Corporation (VSCDL) for “**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**” (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated the _____ day of _____ 2017 executed between VSCDL on the one part and the Company (_____) on the other part (hereinafter referred to as “the said AGREEMENT”) and on the terms and conditions specified in the Contract, Form of Offer and Form of Acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed hereto.

The Company has agreed to furnish VSCDL in Guarantee of the Nationalized Bank for the sum of INR _____ (Rupees _____ only) only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said AGREEMENT. We _____ Bank registered in India under Act and having one of our local Head Office at _____ do hereby guarantee to VSCDL in _____ Department.

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

AND FOR THE consideration aforesaid, we do hereby undertake to pay to VSCDL on demand without delay demur the said sum of INR _____ (Rupees _____ only) together with interest thereon at the rate prescribed under _____ from the date of demand till payment or such lesser sum, as may be demanded by VSCDL from us as and by way of indemnity on account of any loss or damage caused to or suffered by VSCDL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to VSCDL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that:

- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of VSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till VSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this Guarantee by reason of
 - a. any change in the Constitution of the Bank or
 - b. any arrangement entered into between VSCDL and the Company with or without our consent;
 - c. any forbearance or indulgence shown to the Company,

- d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
 - e. any time given to the Company, OR
 - f. Any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum INR _____ (Rupees _____ only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of VSCDL in _____ Department in writing;
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of INR _____ (Rupees _____ only) and shall remain in force until VSCDL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.
- f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to VSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to VSCDL demand without any demur, such sum as may be demanded, not exceeding INR _____ (Rupees _____ only) and that the Bank will indemnify and keep VSCDL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of VSCDL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of VSCDL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) VSCDL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of VSCDL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.
- h) That the absence of powers on the part of the Company or VSCDL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,
- i) The Guarantor agrees and declares that for enforcing this Guarantee by _____ against it, the Courts at Vadodara only shall have exclusive jurisdiction and the Guarantor hereby submits to the same.
- 1. _____
 - 2. _____

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

- 1. _____
- 2. _____

13.2. Master Service Agreement

<<To be printed on INR 100/- Stamp Paper>>

This **AGREEMENT** is made at _____, Vadodara, Gujarat, on this ____ day of _____, _____, BETWEEN

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

AND

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

Whereas VSCDL has envisaged to implement INTELLIGENT TRANSIT MANAGEMENT SYSTEM (ITMS) IN VADODARA CITY

And whereas VSCDL published the RFP to seek services of a reputed IT firm as a System Integrator for Design, Development, Implementation and Maintenance of INTELLIGENT TRANSIT MANAGEMENT SYSTEM (ITMS) IN VADODARA CITY

And whereas M/s. ----- has submitted its proposal for "**Selection of Implementation Agency for Intelligent Transit Management System (ITMS) in Vadodara City**";

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

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

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

1. Definitions

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

- (a) "VSCDL" means VSCDL;
- (b) "Contract" means this Agreement entered into between VSCDL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Systems Integrator" means M/s. ----- interchangeably referred to as "SI" in the contract; and
- (d) "RFP" means the Tender Published by VSCDL (Ref. No. -----) and the subsequent Corrigenda/ Clarifications issued.

- (e) "Go Live or successful completion of implementation of the project" date means the 16th day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of VSCDL.
- (f) "Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.
- (g) "Assets" refer to all the hardware / software / furniture / data / documentation / manuals / catalogues / brochures / or any other material procured, created or utilised by the SI for the Vadodara City 'ITMS' Project.

2. Interpretation

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

- Clarification & Corrigendum Documents published by VSCDL subsequent to the RFP for this work (hereby annexed as **Annexure IV**)
- RFP Document of VSCDL for this work (hereby annexed as **Annexure V**) subject to the deviation expressly mentioned in the deviation sheet submitted herein
- this Agreement;
- Scope of Services for the Systems Integrator (hereby annexed as **Annexure I**)
- Detail Commercial proposal of the Systems Integrator accepted by VSCDL (hereby annexed as **Annexure II**)
- SLA to be adhered by the Systems Integrator (hereby annexed as **Annexure III**)
- LoI issued by the VSCDL to the successful bidder (hereby annexed as **Annexure VI**); and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as **Annexure VII**)

3. Term of the Agreement

The term of this agreement shall constitute implementation phase and a period of 5 years from the date of Go-Live of all project components.

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Systems Integrator, VSCDL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 5 years from the date of successful completion of implementation of all the project components. (Note: Delay caused due to any reason not in control of the SI would not be attributed to the project period.)

VSCDL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 5 years of post-implementation period. Terms and conditions of such an extension shall be prepared by VSCDL and finalized in mutual discussion with the SI.

4. Work Completion Timelines and Payment Terms

Project delivery/work completion milestones and payment milestones given below is from the date of work order.

Sr.	Milestone	Deliverables	Timeline	Payment Terms	Liquidated Damages on Delay
14.	Detailed Project Plan (Covering Project Schedule, Phasing Plan, Business Continuity Plan, etc.) Infrastructure Gap Analysis/ Recommendations Documents	Detailed Project Plan, User Requirement Specifications, Gap Analysis Documents, Delivery Plan	T + 4 Weeks	5% of Sum of Schedule A+C+D	0.10% of Schedule (A+C+D) Cost Per Week
15.	Delivery and Inspection of ITMS Infrastructure (Field Devices, Control Centre and Depot Infrastructure and DC Infrastructure)	Delivery Report for IT Infrastructure at Central Location/ Bidder's Warehouse	T + 16 Weeks	4. 30% of the ITMS Field Devices Cost [Schedule-A] 5. 30% of the Control Centre and Depot Infrastructure Cost [Schedule-C] 6. 30% of the DC Infrastructure Cost [Schedule-D]	0.30% of Schedule (A+C+D) Cost Per Week
16.	Installation and Testing of ITMS Infrastructure (Field Devices, Control Centre and Depot Infrastructure and DC Infrastructure)	Hardware Installation Report	T + 20 Weeks	4. 10% of the ITMS Field Devices Cost [Schedule-A] 5. 10% of the Control Centre and Depot Infrastructure Cost [Schedule-C] 6. 10% of the DC Infrastructure Cost [Schedule-D]	0.30% of Schedule (A+C+D) Cost Per Week
17.	Delivery, Installation and Activation of Application/ System Software	Licenses Copy and Media of Relevant Software(s), Software Installation Report	T + 24 Weeks	25% of the Application and System Software Cost [Schedule-B]	0.30% of Schedule B Cost Per Week
18.	User Acceptance Testing of Application/ System Software	Test Cases Reports (Unit Test, Integration Test, System, Test, Load Test, Performance Test) UAT Testing Reports	T + 26 Weeks	50% of the Application and System Software Cost [Schedule-B]	0.30% of Schedule B Cost Per Week

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Sr.	Milestone	Deliverables	Timeline	Payment Terms	Liquidated Damages on Delay
19.	End User Training & Documentation Submission	1. Training Certificate from the Department 2. User Manual Documentation 3. System Documentation (incl. IT Infra Design Document)	T + 28 Weeks	50% of the Capacity Building and Training Cost [Schedule-E]	0.30% of Schedule E Cost Per Week
20.	Completion of Implementation and Project Go-live	On Completion, Acceptance Certificate shall be provided by VSCDL/VMC	Go-Live = T + 30 Weeks	6. 25% of the ITMS Field Devices Cost [Schedule-A] 7. 25% of the Application and System Software Cost [Schedule-B] 8. 25% of the Control Centre and Depot Infrastructure Cost [Schedule-C] 9. 25% of the DC Infrastructure Cost [Schedule-D] 10. 25% of the Capacity Building and Training Cost [Schedule-E]	0.30% of Schedule (A+B+C+D+E) Cost Per Week
21.	Hand Holding Support (Stabilization Period)-##	Please See Note Below	Go-Live + 3 Months	25% of the Capacity Building and Training Cost [Schedule-E]	-
22.	IT Infrastructure Support during Warranty Period of 3 Years	Periodic and Required Work Products/ Documents/ Reports	Go-Live + 3 Years	On Quarterly Basis in Arrears i.e. 2.5% of the IT Infrastructure Cost (i.e. ITMS Field Devices [Schedule-A] + Control Centre and Depot Infrastructure [Schedule-C] + DC Infrastructure [Schedule-D]) per Quarter in Arrears	Penalty as per SLA
23.	Maintenance Support for Application and	Periodic and Required Work Products/	Go-Live + 5 Years	On Quarterly Basis in Arrears i.e. 5% of the AMC Support for Application and System Software	Penalty as per SLA

Sr.	Milestone	Deliverables	Timeline	Payment Terms	Liquidated Damages on Delay
	System Software/ Licenses	Documents/ Reports		[Schedule-F] per Quarter in Arrears	
24.	Maintenance Support for IT Infrastructure	Periodic and Required Work Products/ Documents/ Reports	Expiration of Warranty + 2 Years	On Quarterly Basis in Arrears i.e. 12.5% of the AMC Support for IT Infrastructure [Schedule-G] per Quarter in Arrears	Penalty as per SLA
25.	Manpower Support	Deployment of Manpower as specified in this RFP	Go-Live + 5 Years	On Quarterly Basis in Arrears i.e. 5% of the Manpower Cost [Schedule-H] per Quarter in Arrears	Penalty as per SLA
26.	Bandwidth	Provisioning of Bandwidth for Smooth and Successful Operation of All Components of Project	Go-Live + 5 Years	On Quarterly Basis in Arrears i.e. 5% of the Bandwidth Cost [Schedule-I] per Quarter in Arrears	Penalty as per SLA

- This period will be considered as stabilization period for the implemented solution.

Note:

- Payment timelines will be adjusted based on the adherence to performance of the successful bidder as per implementation timeline.
- Operations and Maintenance (O&M) phase will start as soon as implementation is completed and project Go-Live occurs. The SI shall adhere to the SLAs and provide post implementation support for a period of 5 years after Go-Live which shall include 3 years of warranty and 2 years of AMC support. Payment of O&M phase will be made on quarterly basis (at completion of each quarter).
- Above payments are subject to meeting of SLA's, failing which appropriate deductions (as mentioned in the SLA section of this RFP) shall be applied.
- The payment shall be inclusive of Goods & Services Tax, Duties/Fees, Levies, Charges and Commissions as applicable under the relevant Local Laws or Laws of India. Any variation in statutory duties/taxes post execution of Contract shall be borne by VSCDL.
- VSCDL will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of VSCDL/VMC. VSCDL/VMC shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where VSCDL disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in resolution of dispute.

5. Scope Extension

VSCDL reserves right to extend the scope of services for the price and timelines, as per terms and condition of the RFP as given in RFP, in accordance with the change management procedure as given in Annexure XX of this volume after a notice to the successful bidder. The SLAs applicable to this Contract shall be liable for the additional items too..

6. Service Level Agreement (SLA)

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

7. Use and Acquisition of Assets during the Term

System Integrator shall:

- Take all reasonable and proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware/software/furniture/data/documentations/manuals/catalogues/brochures/or any other material procured, created or utilized by the SI or the VSCDL for the Vadodara ITMS Project in proportion to their use and control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time;

Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the VSCDL however, the System Integrator would be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. so that the SLAs are not affected.

- Maintain sufficient spare inventory at all times, for all items of importance;
- Keep all the tangible Assets in good and serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
- Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
- Take such steps as may be recommended by the manufacturer of the Assets and notified to the system integrator or as may be necessary to use the Assets in a safe manner;
- Provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users and shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to VSCDL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
- Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance & any other insurance for the Assets, data, software, etc. in the joint names of VSCDL & the System Integrator, where SI shall be designated as the 'loss payee' in such insurance policies; SI shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.

- Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to VSCDL of this project in an efficient and speedy manner; &
- Obtain a sign off from VSCDL or its nominated agencies at each stage as is essential to close each of the above considerations.

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

8. Security and Safety

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

9. Indemnity

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

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

- or its sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of VSCDL, or
- iii. any compensation / claim or proceeding by any third party against VSCDL arising out of any act, deed or omission by the System Integrator or
 - iv. Claim filed by a workman or employee engaged by the System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
 - v. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

10. Third Party Claims

- a. Subject to Sub-clause (b) below, the System Integrator (the "Indemnified Party") agrees to Indemnify and hold harmless VSCDL, its officers, employees and agents, from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. System integrator hereby indemnify and hold indemnified the VSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
 - vi. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any

- appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates;
- ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates.

11. Publicity

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

12. Warranties

- a. The System Integrator warrants and represents to VSCDL that:
- i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. This Agreement is executed by a duly authorized representative of the System Integrator;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the SLAs, the System Integrator warrants and represents to VSCDL, that:
- the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - The SLAs have been executed by a duly authorized representative of the System Integrator;
 - The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
 - The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
 - System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent

improvements in design and materials unless provided otherwise in the contract. The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

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

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

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

13. Force Majeure and Vandalism

In the event that any damages to items due to vandalism (physical Majeure attack by public, tampering of equipment by VSCDL/VMC staff or traffic police staff and damage due to accidents) or due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during warranty period and maintenance period shall be the liability of VSCDL. In such case, VSCDL shall request the System Integrator (SI) to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by VSCDL to the System Integrator less of insurance proceeds if need of replacement so arise then replacement shall be on tender rates only.

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

For the SI to take benefit of this clause it is a condition precedent that the SI must promptly notify the VSCDL in writing of such conditions and the cause thereof within 7 calendar days of the Force Majeure event arising. VSCDL, or the consultant / committee appointed by the VSCDL shall study the submission of the SI and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the VSCDL in writing, the SI shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

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

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

14. Resolution of Disputes

VSCDL and the SI shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, VSCDL and the SI are unable to resolve amicably such dispute, the matter shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the VMC and the SI herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Vadodara. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

15. Limitation of Liability towards VSCDL

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the VSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to VSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person/persons claiming through or under said SI. However, SI's cumulative liability for all its obligations under the contract shall not exceed the value of the charges payable by VSCDL within the remaining duration of the contract term from the day claim is raised.

This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.

16. Conflict of Interest

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

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

17. Data Ownership

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

18. Intellectual Property Rights

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

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

19. Fraud and Corruption

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

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of VSCDL in contract executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to VSCDL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive VSCDL of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the VSCDL in Volume II.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

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

20. Exit Management

(i) Exit Management Purpose

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

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

(ii) Confidential Information, Security and Data

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

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to ITMS Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- b) Project data as is reasonably required for purposes of the project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the VSCDL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order

to transition the provision of the Services to VSCDL or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

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

(iv) Rights of Access to Information

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

(v) Exit Management Plan

Successful Bidder shall provide VSCDL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the project implementation, the operation and management SLA and scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the ITMS project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by VSCDL or its nominated agencies.
- f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
- g) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

(vi) Transfer Cost

On premature termination of the contract for reasons other than those mentioned in Section _____ (Termination for Default), the Successful Bidder shall be paid the

depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

Note: Amount to be payable to SI on premature termination of contract =

Pending amount to be paid against services delivered + Depreciated Book Value of the Assets as per Income Tax Rules – Applicable Penalty / Liquidated Damages

21. Termination of Contract

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

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

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

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

Consequences of Termination

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

Plans and drawings

All plans, drawings, specifications, designs, reports and other documents prepared by the Vendor in the execution of the contract shall become and remain the property of VSCDL and before termination or expiration of this contract the SI shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to VSCDL.

22. Miscellaneous

a) Confidentiality

“Confidential Information” means all information including project data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any police department data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its consortium partners or subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in

connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of VSCDL, the Systems Integrator (including all consortiums or partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Systems Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its sub-contractors & agents, and others working for or under the SI. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to VSCDL/VMC whose data is used but also to its stakeholders. The SI, its sub-contractors & agents are required to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in VSCDL and its nominees receiving a right to seek injunctive relief and damages from the SI.
- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") and
 - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing;
 - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured;
 - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
 - i. is or becomes generally available to the public through no breach of this Article by the Recipient;
 - ii. was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder;
 - iii. is developed by the recipient independently of any of discloser's confidential information;
 - iv. Is rightfully obtained by the recipient from third parties authorized at that time to make such disclosure without restriction;
 - v. is identified in writing by the discloser as no longer proprietary or confidential; or is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
 - i. its employees, agents & independent contractors & to any of its affiliates and their respective independent contractors or employees;

- ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the discloser and nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how and techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party and that VSCDL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the VSCDL Project. In order for such reviews to be frank and candid, for the greatest benefit to both VSCDL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to VSCDL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

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

b) Standards of Performance

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

to the standards laid down by VSCDL/VMC/Government of Gujarat/Government of India from time to time.

c) Sub Contracts

All the personnel working on the project and having access to the Servers / data should be on payroll of the Systems Integrator. Sub-contracting/outsourcing would be allowed only for work like

- Passive Networking and Civil Work during implementation
- FMS staff for non- IT support during post-implementation
- Services of professional architect for design of command / viewing centres
- Services delivered by the respective Product Vendors / OEMs

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

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

d) Care to be taken while working at Public Place

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

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

e) Compliance with Labour regulations

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

f) Independent Contractor

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

g) Waiver

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

h) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

VSCDL:

CEO, VSCDL

Systems Integrator:

Tel: _____

Fax: _____

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

i) Performance Guarantee

The SI shall submit two unconditional and irrevocable Performances Bank Guarantee(s) (PBGs) from a list of approved banks; One PBG for the implementation phase valid for 2 years, and one PBG for operations phase for 5 years from go-live. The implementation phase PBG will be 10% of Capex and operations phase PBG will be 10% of Opex. The performance guarantee shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the VSCDL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

j) Personnel/Employees

- i. Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator or its sub-contractors, and under no circumstances will such personnel be considered as employees of VSCDL. System Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The VSCDL shall not be responsible for the above issues concerning to personnel of System Integrator.
- ii. System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. VSCDL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that VSCDL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by VSCDL or its nominated agencies, within not later than 30 working days. System Integrator shall depute quality team for the

- project & as per requirements, VSCDL shall have the right to ask System Integrator to change the team.
- iii. Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
 - iv. The profiles of resources proposed by System Integrator in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the System Integrator shall not remove such personnel without the prior written consent of VSCDL. For any changes to the proposed resources, System Integrator shall provide equivalent or better resources (in terms of qualification & experience) in consultation with VSCDL.
 - v. Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. VSCDL shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.
 - vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts & omissions of its employees & agents in connection therewith.

k) Variations and Further Assurance

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

l) Severability and Waiver

- a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

m) Entire Agreement

This MSA, the SLAs and all schedules appended thereto & the contents & specifications of the Volumes I & II, of the RFP subsequent corrigenda issued thereon & clarification (undertakings) accepted by the VSCDL constitute the entire agreement between the Parties with respect to their subject matter.

n) Survivability

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

- o)** The stamp duty payable for the contract shall be borne by the Systems Integrator.
- p)** Deliverables will be deemed to be accepted by VSCDL if no communication from the department is made to the SI after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in at least 3 weekly project progress reports

23. Applicable Law

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

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

Signed, sealed and delivered

By _____

For and on behalf of the ***Governor of the State of Gujarat***

Signed, sealed and delivered

By _____

For and on behalf of the “Systems Integrator”,

Witnesses:

- (1)
- (2)

Attachments to the Agreement:

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

14. Annexure C

14.1. List of Products/Solutions Which Requires MAF from OEMs

The bidder/lead bidder shall submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) of the following products/solutions:

Sr.	Product	MAF Submitted (Yes/No)	Proof (of OEM's Existence in India) Submitted (Yes/No)
1.	Automated Vehicle Location System		
2.	Passenger Information System		
3.	Vehicle Scheduling and Dispatch System		
4.	Depot Management System		
5.	Passenger Information System		
6.	Incident Management System		
7.	Emergency/incident management		
8.	Bus Driver Console and OBU		
9.	GPS Unit for City Bus/Other Vehicles		
10.	Mobile NVR for buses		
11.	Fixed Minidome camera for buses and Bus Stops		
12.	PTZ Camera for Bus Terminal		
13.	Router at bus Stops		
14.	Switch for Bus Stop		
15.	Bus Stop PIS Display Unit		
16.	Bus Terminal Ultra Stretch Display		
17.	LED TV (Professional Displays) for Video Wall		
18.	Desktop PC		
19.	Video Feed Receiving Station		
20.	Rack Server for Bus Control Room		
21.	Layer 2 LAN Switch		
22.	UPS for Bus Control Room/ Bus Terminals		
23.	Internal Firewall		
24.	Blade Servers		
25.	Blade Chassis		
26.	DC Switch / TOR Switch		
27.	SAN Storage		
28.	Server/Networking Rack		
29.	Structured Cabling Components		

15. Annexure D – Change Management Procedure & CCN

15.1. Change Management Procedure

1. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, Operation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by SI and changes to the terms of payment.
2. The SI agrees that the requirements given in the Bidding Documents are minimum requirements and are only indicative. The SI shall prepare the detailed requirement at the time of preparing the design document prior to actual implementation. It shall be the responsibility of the SI to meet all the requirements of technical specifications contained in the RFP; and any upward revisions and/or additions of quantities (unless quantities are specified in RFP for exact and finite requirements), specifications sizes given in the Bidding Documents required to be made during execution of the works, shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to VSCDL.
3. Further upward revisions and or additions required to make SI's selected equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to VSCDL.
4. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the Bidding Documents which the SI had not brought out to the VSCDL's notice in his bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to VSCDL.
5. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.
6. SI and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services (considering clauses above) including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
7. SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN SI shall provide as a minimum:
 - a. a description of the change;
 - b. a list of deliverables required for implementing the change;
 - c. a timetable for implementation;
 - d. an estimate of any proposed change;
 - e. any relevant acceptance criteria;
 - f. an assessment of the value of the proposed change;
 - g. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
8. Prior to submission of the completed CCN to the Authority or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service

levels affected by the change and the total effect that may arise from implementation of the change.

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

15.2. Change Order

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

15.3. Format of Change Control Note (CCN)

Change Control Note		CCN Number:
Part A: Initiation		
Title		
Originator		
Sponsor		
Date of Initiation		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Authority	Date	
Name		
Signature		
Received by the Bidder	Date	
Name		
Signature		
Change		
Change Control Note	CCN Number:	
Part B: Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Deliverables:		
Timetable:		
Charges for Implementation:		
Other Relevant Information: (including value-added and acceptance criteria)		
Authorized by Authority	Date	
Name		
Signature		
Change Control Note	CCN Number:	
Part C: Authority to Proceed		
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)		
Approved		
Rejected		
Requires Further Information (as follows, or as Attachment 1 etc.)		
For Authority and its nominated agencies	For SI	
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	