

# Smart City Ahmedabad Development Limited (SCADL)

Request for Proposal (RFP)

For

Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city

<b>Tender Ref No. :</b>	SCADL-RFP-CS-2023-01
<b>Last Date Online Price Bid Submission:</b>	03/08/2023 up to 21:00 Hrs. (at <a href="https://www.amc.nprocure.com">https://www.amc.nprocure.com</a> . only)
<b>Last Date of Receipt of Physical Bid:</b>	04/08/2023 up to 17:00 Hrs.
<b>Date of Opening of Physical Bid:</b>	04/08/2023, 17:30 Hrs.
<b>Bid Processing Fee:</b>	Rs. 18,000 /- (Rupees Eighteen Thousands only)
<b>Bid Security EMD:</b>	Rs. 20,00,000 /- (Rupees Twenty Lacs )

**Invited By:**

Chief Executive Officer,  
Smart City Ahmedabad Development Limited,  
Command and Control Centre,  
Opp. Divan Ballubhai School, Nr. Sanskar Kendra,  
Paldi, Ahmedabad - 380007  
E-mail: [smartcity@ahmedabadcity.gov.in](mailto:smartcity@ahmedabadcity.gov.in),  
[scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)



RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

## **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 Smart City Ahmedabad Development Limited (henceforth referred to as “**SCADL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by SCADL 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, SCADL 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. SCADL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

SCADL 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.

SCADL 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. SCADL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

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

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## **Notice Inviting Tender (NIT)**



### **SMART CITY AHMEDABAD DEVELOPMENT LTD**



E tender - Request for Proposal (RFP)

For

Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city

**Request for Proposal (RFP)**

**For**

**Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city**

Last Date Online Price Bid Submission:	03/08/2023 up to 21:00 Hrs.
Last Date of Receipt of Physical Bid:	04/08/2023 up to 17:00 Hrs.
Detail & Tender available On	<a href="http://www.nprocure.com">www.nprocure.com</a> & <a href="http://www.ahmedabadcity.gov.in">www.ahmedabadcity.gov.in</a>
Smart city Ahmedabad Development Ltd. (SCADL) Office Address	Command and Control Centre, Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007
Email	<a href="mailto:smartcity@ahmedabadcity.gov.in">smartcity@ahmedabadcity.gov.in</a> , <a href="mailto:scadl.amc@gmail.com">scadl.amc@gmail.com</a>
<b>For any AMC complain/suggestion call 155303</b>	

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## **IMPORTANT DATES**

### **Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city**

1.	Contract Period	3 Years + Implementation Period
2.	Delivery	Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city
3.	RFP No.	SCADL-RFP-SLC-2022-01
4.	Last Date Online Price Bid Submission:	03/08/2023 up to 21:00 Hrs. (at <a href="https://www.amc.nprocure.com">https://www.amc.nprocure.com</a> . only)
5.	Last Date of Receipt of Physical Bid:	04/08/2023 up to 17:00 Hrs.
6.	Date of Opening of Physical Bid:	04/08/2023, 17:30 Hrs.
7.	Bid Processing Fee: (Non - refundable)	Rs. 18,000 /- (Rupees Eighteen Thousands only) in form of DD only
8.	Bid Security EMD:	Rs. 20,00,000 /- (Rupees Twenty Lacs Only) in form of Demand Draft or Bank Guarantee in favour of CEO, SCADL payable at Ahmedabad from Nationalized or Scheduled Banks except Co-operative Banks (as approved by state govt. and AMC). <ul style="list-style-type: none"><li>• Bank Name –ICICI Bank</li><li>• Branch – Ahmedabad Branch</li><li>• IFCS –ICIC0000024</li><li>• A/CNo. - 002405501096</li></ul>
9.	Date & Time of Presentation and Demonstration	Will be intimated to the qualified bidders at a later date.
10.	Date & Time of opening of Price Bid	Will be intimated to the qualified bidders at a later date.
11.	SCADL Contact email ID	Email ID: <a href="mailto:smartcity@ahmedabadcity.gov.in">smartcity@ahmedabadcity.gov.in</a> , <a href="mailto:scadl.amc@gmail.com">scadl.amc@gmail.com</a>
12.	RFP Document Available at	<a href="http://www.amc.nprocure.com">www.amc.nprocure.com</a> , <a href="http://ahmedabadcity.gov.in">ahmedabadcity.gov.in</a>

Smart City Ahmedabad Development Limited (SCADL) invites proposals for Supply, Installation, Testing, Commissioning, Operation & Management of Implementation of City Surveillance System in Ahmedabad City. The Authority will enter into agreement with the Successful Bidder selected in accordance with this RFP. The agreements will be in the format specified by the Authority.

Issued by Smart City Ahmedabad Development Limited (SCADL)

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Only the bidders matching the pre-qualification Criteria will be selected for further evaluation. The bidders are required to meet the minimum threshold limit for technical evaluation mentioned herein, post which their financial bid will be reviewed. The proposal with the lowest cost will be awarded the contract.

The Bidders are required to meet the minimum threshold technical and financial capability criteria, as stated in the RFP and Notice Inviting Tenders (“NIT”) advertisement published in the local & National newspapers and as provided herein. Pursuant to that, the Bidders would be evaluated on the basis of detailed technical and financial proposals and qualify for undertaking the Project as set out in this RFP.

The RFP document contains information about the Project, bidding process, proposal submission, qualification and financial proposal requirement. Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

**Instruction to the bidders for bid submission:**

- ✓ Tender documents are available only in electronic format which Bidders can download free of cost from the website [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) and <https://amc.nprocure.com>
- ✓ Bidder shall upload their financial bid on <https://www.amc.nprocure.com>.
- ✓ Bidder shall submit technical proposal (both at <https://www.amc.nprocure.com> and in hard copy) with eligibility documents, non-refundable bid processing fees bid fee and bid security EMD in separate sealed envelopes super scribed with title and packaged all together in big envelope with tender number to SCADL Office.
- ✓ The bid shall specify time schedule of various activities.
- ✓ Bids complete in all respects should be submitted on or before the BIDDUE DATE.
- ✓ Services offered should be strictly as per requirements mentioned in this Bid document.
- ✓ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ✓ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, SCADL reserve the right to revised financial offer.
- ✓ The duration of the Contract period for this activity will be of **3 years + Implementation Period**.
- ✓ Bidders who wish to participate in this bid will have to register on <https://amc.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other bidder licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- In case of any clarifications required, please contact on email ID of SCADL at [smartcity@ahmedabadcity.gov.in](mailto:smartcity@ahmedabadcity.gov.in) quoting RFP No. in the subject line in the following format only:
- ✓ Subject: Reg: RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ - <Topic of Concern> related.

## **Glossary & Definition**

<b><i>Terms</i></b>	<b><i>Meaning</i></b>
AMC	Ahmedabad Municipal Corporation
AMC	Annual Maintenance Contract
AP	Access Points
ATS	Annual Technical Support
BOM	Bill of Material
CEO	Chief Executive Officer
DC	Data Center
DD	Demand Draft
DR	Disaster Recovery
EMD	Earnest Money Deposit
FRS	Functional Requirement Specifications
GIS	Geographical Information System
GPS	Global Position System
ICCC	Integrated Command Control Center
ICT	Information and Communication Technology
INR	Indian Rupee
LoI	Letter of Intent
MTTR	Mean Time to Repair
OEM	Original Equipment Manufacture
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
POE	Power over Ethernet
PQ	Pre-Qualification
RFP	Request for Proposal
RO	Request Order
SAN	Storage Area Network
SI	Bidder
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SRS	Software Requirement Specifications
SCADL	Smart City Ahmedabad Development Limited
TQ	Technical Qualification
UAT	User Acceptance Testing
GPRS	Global Packet Radio Service
GSM	Global System for Mobile Communication
BoQ	Bill of Quantity
COTS	Commercial-off-the-shelf



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DC	Data Centre
FPS	Frames per second
FR	Face Recognition
FRS	Functional Requirement Specification
HLD	High Level Design
IA	Implementation Agency (bidder/vendor/implementation agency are the selected bidder)
KPI	Key Performance Indicators
LLD	Low Level Design
SI	Bidder
O&M	Operations and Maintenance
RI	Road Re-Instatement
RoW	Right of Way
CCC	Command and Control Centre
TRAI	Telecom Regulatory Authority of India
UPS	Uninterruptible Power Supply
VMS	Video Management Software/System
CCTV	Closed Circuit Television
DIT	Directorate of Information Technology
EMS	Enterprise Management System
GoG	Government of Gujarat
GUI	Graphical User Interface
ICT	Information and Communication Technology
IP	Internet Protocol
IPS	Intrusion Prevention System
LAN	Local Area Network

## **SECTION: 1 PROJECT PROFILE**

## **1.1 Introduction and Background**

Ahmedabad is one among forefront in implementation of smart initiatives for urban development projects. Under Smart City Mission Ahmedabad has implemented several new projects namely, Integrated Transport Management System (ITMS), City Surveillance project, e-Challan, Smart Anganwadi, Smart Public Toilet, Digital Payment and establishment of Integrated City Command and Control Centre with several e-Governance projects. As per the GoI guidelines, Ahmedabad Municipal Corporation (AMC) has formed a Special Purpose Vehicle (SPV) as Smart City Ahmedabad Development Limited (SCADL) for the implementation of projects under the smart city mission. SCADL executes the task of project design, tender preparation, bid process management, selection and on-boarding of implementation agency. SCADL work closely with user departments from AMC and other government departments in implementation and operationalization of various smart city projects.

Ahmedabad was selected among the first 20 Smart Cities in India under the Smart Cities Mission of the Ministry of Housing and Urban Affairs considering the proposals submitted by the Ahmedabad Municipal corporation. A Special Purpose Vehicle (SPV) was formed in 2016 under the mission guidelines and was named as Smart City Ahmedabad Development Limited (SCADL). It carries the end-to-end responsibility for vendor selection, implementation, and operationalization of various Smart City Projects.

The objective was to promote sustainable and inclusive cities that provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of Solutions. Most of the ICT initiatives proposed and being implemented by Ahmedabad city have been identified with a predominant objective to improve public safety and surveillance, traffic management, public services quality, emergency response and real time tracking of municipal services.

### **Existing Scenario**

Ahmedabad Municipal Corporation owns plots of land that are located across the city of Ahmedabad. For administrative purpose AMC has divided the city into seven (7) zones and 48 wards. The monitoring and maintenance of AMC plots is the responsibility of estate department of AMC along with the zonal team.

AMC further develops these properties for multiple purposes which makes these plots high-value assets for the Government. These plots are prone to encroachment and unauthorized intrusions such as human, vehicle, structures pose environmental and developmental threats to the city and wellbeing of citizens. Hence, there is a need to continuously protect and conduct surveillance of these land plots.

Currently, encroachment officers of AMC visit land plots periodically. In case of encroachment a subsequent visit is planned for its eviction as per the defined process. There is no technology-based mechanism to monitor these land plots during the gap between scheduled visits.

### **Objective of this Project**

AMC/SCADL intends to set up a system through which the AMC officers can be informed about the city surveillance alerts in real time. The key objective for the project is defined as below:

- Alerts on traffic rule violation
- Crime prevention, Crime detection and investigation
- Public safety
- Traffic management
- Crowd control
- Protection of critical infrastructure
- Emergency response coordination, Evidence in legal proceedings
- Remote monitoring, Incident management

## **SECTION: 2 ELIGIBILITY CRITERIA**

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

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 do the implementation of City Surveillance System in Ahmedabad City as per SCADL's requirement 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:

The Pre-Qualification Criteria for the selection of the vendor or consortium are given below. For evaluation the total Project value shall be considered as Capex Cost + Operation & Maintenance Cost. OEM experience will not be considered for Pre-Qualification Criteria and Technical Evaluation as bidder's experience unless bidder is also an OEM.

## 2.1 Pre-Qualification (PQ) Criteria

Sr No	Description	Minimum Requirement	Documentary Proof
PQ 1	Legal Entity	1.1 Bidder should be an Indian firm 1.2 Bidder should be registered under the Companies Act 1956 in India or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 at the time of the bidding 1.3 Bidder should have a registered number of, GST, Income Tax/ Pan number 1.4 Bidder should be in operation in India for a period of at least 3 years as on publication of this tender.	a) Copy of certification of incorporation issued by competent authority/ Registration Certificate/ Shop & Establishment certificate b) Copy of PAN card c) Copy of GST registration
PQ 2	Financial Capability	3.1 The Bidder should have average annual turnover of at least Rs. 5 Cr in last three audited financial years ending 31 March 2021, i.e. (FY 2019-20, FY 2020-21, FY 2021-22). 3.2 The bidder must have positive net worth and should be profit making in each of the last three financial years as on 31st March 2021.	a) Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years as on 31st March 2022. b) Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years as on 31st March 2022. Original or Notarized Copy should be submitted for evaluation.

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Sr No	Description	Minimum Requirement	Documentary Proof
PQ 4	Bidder's Experience	<p>Similar Work - The bidder should have demonstrable experience in supply/installation/maintenance of CCTV cameras in Municipal Corporation, Central / State / PWD / M.E.S. / Semi Govt. / Private Organizations.</p> <p>Bidder shall have demonstrable similar work experience of minimum 2000 CCTV cameras in last five (5) years in India as on bid submission date.</p> <p>In case of on-going projects, only those projects which have completion status of more than 60% of financial progress shall be considered as relevant prior experience. The bidder should submit a certificate from client on completion status of on-going project and performance of bidder.</p>	<p>In case of Completed project – Copy of work order + Completion Certificates from client+ Project Citation; OR Copy of Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity) + Client Certificate + Project Citation+</p> <p>In case of ongoing projects -  Work order + Certificate from the client mentioning the amount of work completed + Performance certificate of the bidder from the client</p>
PQ 5		The bidder must have at least 30 technical employees on its payroll at the time of bidding, performing software design/development testing/maintenance activities.	Certificate from HR head confirming compliance.
PQ 7	OEM Partnership	<p>5.1 The Bidder should have own or should have assured access to the required items asked in this RFP document in full working order, and must demonstrate that, based on known commitments, they will be available for use in the proposed contract.</p> <p>5.2 OEM Partnership Certificate – Bidder should submit Authorization letter from OEM (camera, server, storage, networking and others).</p> <p>5.3 Bidder should submit a certificate from OEM ensuring technical support as well as supply of the required product / spares for entire contract duration.</p> <p>5.4 Bidder should submit a certificate from OEM confirming presence in India either directly or through channel partner(s) as on the date of release of tender.</p> <p>5.5 Bidder should submit a certificate from OEM confirming compliance with</p>	Authorization Letter from OEM at company's letter head signed by authorised signatory in format described in RFP

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Sr No	Description	Minimum Requirement	Documentary Proof
		<p>performance criterion described in this tender.</p> <p>5.6 Bidder should submit a certificate from OEM confirming not have been blacklisted by any State / Central Government Department or Central/State Public Sector.</p>	
PQ 8	Mandatory Undertaking	<p>The bidder should:</p> <p>6.1 Not have been blacklisted by Central Government / Any State Government / PSU in India as on the date of bid submission.</p> <p>6.2 Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>6.3 The bidder should have at least one office in Gujarat and preferably support centres/logistics for the entire state. If the Bidder/Bidder or consortium member is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work</p> <p>6.4 Not have their directors and officers 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.</p>	Self-declaration by the Bidder duly signed and stamped by the authorized signatory in in format described in RFP.

**Note:**

- i. The Bidder must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The technical proposal should be submitted in hard copy with soft version stored in pen drive.
- ii. For all cited projects under bidder's experience criteria; the bidders have to submit LoI/work order with full BoQ, contract agreement go-live/amount of work completion certificate and copy of invoice submitted to the client as a supporting document for each project. Sub-contracted projects by bidder will not be considered for evaluation.
- iii. The bidder needs to provide contact detail (email & phone number) of senior official from client.

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- iv. SCADL (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.
- v. For all resource CVs provided under manpower details, profiles will only be considered if they are on company payrolls as of the bid submission date.
- vi. 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.
- vii. Only projects for which the Work Order has been issued before 3 months of the release date of this RFP (supported by copy of Work Order), will be considered for evaluation.
- viii. The bidder should submit authorization certificate of Original Equipment Manufacturer (OEM) (or multiple OEMs) specific to the bid. The bidder should have a support agreement/arrangement for services including supply of spare parts etc. which includes the post-sales support activities for the entire project period.
- ix. 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.
- x. Only projects for which the Work Order has been issued before 3 months of the release date of this RFP (supported by copy of Work Order), will be considered for evaluation.
- xi. If the Indian subsidiary of the Parent company fails to perform as per the mentioned Service Level Agreement (SLA), then the parent company will be held responsible and would have to take all the liability.
- xii. Projects where the Master Bidder (MSI) has sublet the work to the first level of sub-contracting firm (Organization-1), in that case, the first level of subcontracting firm / OEM is allowed i.e. MSI, Organization-1, OEM will be eligible for bid submission.
- xiii. The bidder cannot be part of multiple bids. Only an OEM / Product Company can be part of multiple consortiums (if the firm is not participating as a Lead Bidder), if bidding ONLY as the Solution provider for the respective Product / Solution.
- xiv. In case of any change in eligibility criteria during bidding stage, it is bidder's responsibility (all consortium partners in case of consortium) to bring any change to Purchaser notice if there is a change in the status of the bidder during bidding stage, with reference to any of the above-mentioned criteria for eligibility.
- xv. Experience of the parent firm (in case bidder firm is a 100% subsidiary of the parent firm) or experience of the 100% subsidiary firm (if parent firm is applying for the bid) or Experience of Sister Firm only if both (Bidder Firm & Sister Firm) are 100% subsidiaries of the same Parent Firm shall be considered. However, in such case the authorized signatory of corresponding firm(s), whose experience is being considered, should submit certificate to transfer knowhow to the bidder firm as and when required. (This note shall be also applicable for technical scoring of the bids).



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## **2.2 On-Field Testing**

As part of the bid evaluation process all PQ qualified bidders will be given one location to demonstrate their technical capability and compliance with RFP requirement as a paid pilot.

Bid Evaluation Committee (BEC) appointed by AMC/SCADL shall evaluate the proposed solution of bidders. The participating bidders will have to demonstrate the result in ICCO of SCADL and on field both. They will have to submit testing report subject to the scrutiny by SCADL / AMC officials for structural safety, civil work and electrical work. The on-site field test shall be carried out in the presence of SCADL / AMC officials to validate the submitted test reports.

All the Bidders will have to prove that the entire ecosystems of the proposed solution are complying with the mentioned Technical and Functional specifications as mentioned in the RFP.

The bidder is expected to install proposed solutions at minimum one location suggested by AMC/SCADL. The exact locations and evaluation criterion would be communicated to the PQ qualified bidders during the On-Field testing process.

The financial bid will be opened for only those bidders who pass in on-field testing. SCADL will reimburse the cost of on-field testing to unsuccessful bidders based on L1 price discovered in this tender.

## **SECTION: 3 EVALUATION OF BID**

## **3.1 Evaluation Process**

### **3.1.1 Pre-Qualification Evaluation**

- i. AMC/SCADL shall validate the - “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- ii. AMC/SCADL shall open the bid and check the bidder’s eligibility as per the “Pre-Qualification Criteria”. Each of the Pre-Qualification condition mentioned in above Section is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- iii. Technical and Financial bids for those bidders who don’t pre-qualify will not be opened.

### **3.1.2 On-field testing**

- i. “On-field testing” will be carried out only for the bidders who succeed in PQ evaluation.
- ii. AMC/SCADL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.
- iii. Bidders will be asked to give demonstration/Pilot of the proposed product & solution to AMC/SCADL as per the use cases that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- iv. It is mandatory to participate in pilot & demonstration during bid evaluation, non-compliance may lead to rejection of bid.
- v. The cost of on-field testing will be re-imbursed to unsuccessful bidders at price of L1 bidder discovered in this tender.

### **3.1.3 Stage 3: Financial Evaluation**

- i. Financial bid will be evaluated only for the bidders who succeed in PQ and on-field testing
- ii. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- iii. The Financial bids for the technically qualified bidders shall be opened on the notified date and time. They will be reviewed to determine whether the financial bids are substantially responsive or not. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.
- iv. The bidder quoting the lowest price to AMC/SCADL shall be the Successful Bidder (L1) for the Project.
- v. Bidders shall be ranked L1, L2, and L3 etc. in increasing order quoted by them in their financial bid.
- vi. Any bidder who is quoting unreasonable price to become lowest bidder (abnormally low bids) shall be disqualified and EMD will be forfeited as per the procurement guideline of GoI, GoG and decision of chairman, SCADL.
- vii. AMC/SCADL has planned to install CCTV cameras at minimum 85 locations in Ahmedabad city. Total work shall be distributed among L1, L2, L3 bidders in 50:30:20 ratio. In this case, L2 & L3 bidder will be asked to match the prices of L1 bidder.
- viii. L1 bidder will have to execute the major components of project which include 50% of field devices, cloud-based server, VMS, software, licenses, manpower and all other project components. The payment will be done for executed part on pro-rata basis as quoted in commercial bid.
- ix. Only the work of installation of edge devices will be distributed among the L2 and L3 bidder. The payment will be done for executed part on pro-rata basis as quoted by L1 bidder in commercial bid.
- x. Final decision of awarding the project to L2 & L3 bidder will depend upon the mutually agreed price between both the parties (bidder and Authority) and on decision of chairman, SCADL.
- xi. The bidders may also sub-let the portion of installation & maintenance of field devices to another agency.
- xii. The AMC/SCADL would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted.
- xiii. Financial Proposals of Bidders who do not qualify the eligibility criteria will not be opened and will be returned unopened.
- xiv. The Proposal should be unconditional and any conditionality attached with the proposal may result in the rejection of the Proposal.

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- xv. The Financial bids for the technically qualified bidders shall be opened on the notified date and time. They will be reviewed to determine whether the financial bids are substantially responsive or not. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- xvi. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- xvii. If L1 bidder fails to submit the Performance Bank Guarantee (PBG) and align the agreement as per the timelines and requirement defined in this RFP, L2 bidder will be invited for negotiations. In this case, L2 bidder will be asked to match the prices of L1 bidder. Final decision of awarding the project to L2 bidder will depend upon the mutually agreed price between both the parties (bidder and Authority).

### **3.1.4 Rights to Accept/Reject any or all Proposals**

SCADL 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 SCADL's action.

### **3.1.5 Notifications of Award and Signing of Contract**

- i. Prior to the expiration of the period of proposal validity, the bidders will be notified in writing through FAX or email or letter that its proposal has been accepted.
- ii. SCADL 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 (LOA)/Letter of Intent (LOI), whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Bidder shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
- iii. The notification of award (LOI/LOA/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with SCADL, it will promptly notify each unsuccessful bidder and return their EMDs.
- iv. At the time SCADL notifies the successful Bidder that its bid has been accepted, SCADL 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 SCADL.

Note

- i. Any conditional bid would be rejected.
- ii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - a. "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.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail."
- iii. If the Bidder does not accept the error correction, its Bid will be rejected and EMD may be forfeited.
- iv. Bidder must attach valid documents in support to their Pre-Qualification and Financial, Technical capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- v. The bidder should submit authorization certificate of Original Equipment Manufacturer (OEM) (or multiple OEMs) specific to the bid. The bidder should have a support agreement/arrangement for services including supply of spare parts etc. which includes the post-sales support activities for the entire project period.
- vi. All the proposed equipment should not be declared End-of-Support by the OEMs for next 6 years from the date of bid submission.
- vii. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

## **SECTION: 4 SCOPE OF WORK, TECHNICAL SPECIFICATIONS**

## 4.1 Detailed Scope of Work

- i. The Bidder shall be responsible to carry out the detailed field survey for each location in order to finalize infrastructure requirement, network bandwidth requirement, operational & administrative challenges etc. and shall submit detailed Location Survey Report and Project Implementation Plan for each location to SCADL.
- ii. Detailed feasibility study and actual site survey for Poles, CCTV Cameras (including Type and quantity), source of power supply, last mile cabling route, kind of coupling needed to mount cameras and other end devices etc.
- iii. The mandatory scope of the system is to track vehicle number plate, model of the vehicle, speed and traffic rule violation (as defined by traffic police) of the vehicle. The bidder will have to comply with the norms of Railway, MORTH, NHAI and any other agencies.
- iv. The bidder is required to minimum six (6) no. of cameras with required hardware and accessories at each location (i.e. bridges or other locations) at the entry, exit and at middle section of the individual bridge.
- v. The scope will be considered completed only when the bidder supplies the structural safety Civil / Electrical certification of installation scope.
- vi. The Bidder shall carry out the detailed assessment of the functional requirements for CITY SURVEILLANCE SYSTEM and prepare the System Requirements Specifications (SRS) for the systems, in consultation with SCADL and project management consultant.
- vii. Procurement, Supply, Installation and Commissioning of CITY SURVEILLANCE SYSTEM components with perpetual license.
- viii. The CITY SURVEILLANCE SYSTEM shall be capable of generation of on-demand pictures and videos from selected or/and all sites where the solution has been deployed.
- ix. The bidder should ensure storage of min 30 days of video feed.
- x. Videos and images marked by SCADL, AMC, Traffic Police should be stored for entire project duration.
- xi. All wiring shall be done by the Bidder at its own cost.
- xii. Procurement, Supply, Installation and Commissioning of components with perpetual license and for unlimited no. of users for viewing and reporting purpose.
- xiii. All wiring shall be done by the Bidder at its own cost.
- xiv. Connectivity is the responsibility of the bidder - The sizing of the connectivity requirement should be done in a manner to ensure live, real time feed from cameras without blurring, bleeding or freezing of video feeds. The elements in video feed should be clearly visible especially the number plate of vehicles. Bidder needs to define the connectivity in a manner that the SLA commitments are met as defined in the RFP.
- xv. Obtaining the required permissions from the authorities/local bodies. However, AMC will provide adequate assistance/support as and when required.
- xvi. Bidder will be responsible to obtain electric connection, internet network for the running of cameras.
- xvii. Comprehensive Last mile connectivity (including supply, installation & commissioning of required material/hardware) between utilities and nearby Junction box (connectivity medium like CAT- 6/fiber as per the feasibility study report) including supply of active components and passive components within the junction box
- xviii. Bidder shall make all necessary arrangement during implementation phase for all required utilities (electricity, water waste disposal), ladder, man lifter etc. to complete the installation work and O&M.
- xix. Electricity and Utility Connection - The vendor shall be responsible for ensuring electricity connection and other utilities to make the device/hardware operational. Vendor responsibility involves making request for electricity/utility providing company, submission of requisite fee, test report, requisite certification, coordination, laying power cables and provisioning of requisite power points for all components in the scope of this project. Vendor shall be responsible for paying deposit and metering cost required for taking any electrical connections to concerned departments.

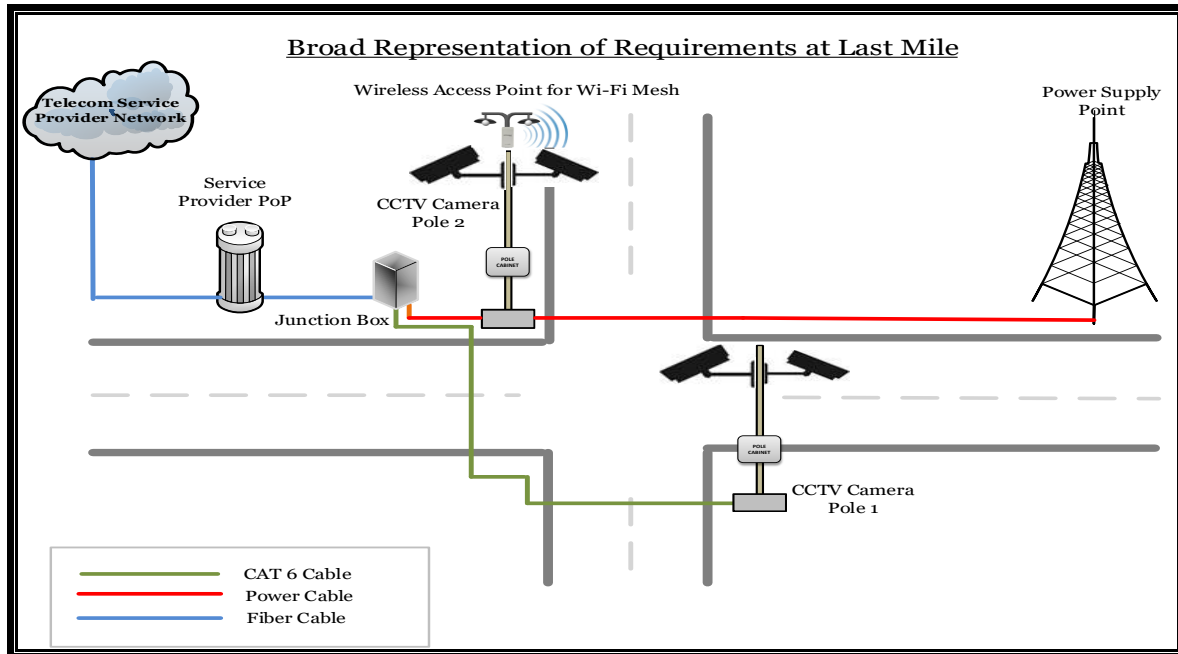
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SI shall be responsible for laying last mile power cables and provisioning of requisite power points for all components in the scope of this project. SI shall be responsible for paying deposit and metering cost required for taking any electrical connections to concerned departments, this deposit shall be reimbursed by SCADL. Since this component has dependency on approval from other agencies, SI should plan this requirement well in advance & submit the application to the electricity provider through SCADL. Recurring charges (during the operational phase) for all the electricity consumption of field devices/components in the scope of this project will be paid by SCADL to directly electricity provider.

- xx. AMC/SCADL will appoint a nodal person to provide necessary guidance and support in this process. Authority will reimburse the cost on production of actual bill.
- xxi. Since this component has dependency on approval from other agencies, vendor should plan this requirement well in advance & submits the application to DISCOM through AMC/SCADL. Recurring charges (during operational phase) for all the electricity/utility consumption of components in the scope of this project will be borne by AMC/SCADL but vendor will be responsible for coordination, informing authority to ensure timely payment of bills. Vendor will be responsible for maintenance of these electrical connections during the operational phase, and authority will reimburse material and labour cost for breakdowns on submission of original bills.
- xxii. Civil Work (Supply, Erection and commissioning) of Non-IT infrastructure like poles/frames/fixtures/housing etc. with proper electrical earthing (as per IS-3043) wherever required based on the feasibility study report.
- xxiii. Bidder has to ensure that on completion of work, site has to be restored to its original condition as per rules / provisions of respective local bodies/authorities.
- xxiv. Integration of entire solutions with the existing Network Monitoring System (NMS), ICCC, VMS and various smart city components/applications/solutions for achievement of overall objective of Ahmedabad smart city project. An indicative Bill of Material (BoM) is defined in Financial Bid format. However, bidder has to provision all the required hardware/software/services which may have been inadvertently missed out to successfully run the entire system.
- xxv. Dismantling and Reinstallation - In case of dismantling and re-installation of hardware at project site due to reasons not attributed to vendor's performance, authority will reimburse the amount for dismantling and reinstallation work on submission of original bills and as per the rate discovered in commercial bid. Vendor will have to take prior approval from authority before executing such tasks. For the items, which is not discovered in price bid and is essential for project requirement, authority may take reference from other on-going projects at AMC/SCADL and market rate to finalise the rate for such items. However, it is the responsibility of vendor to execute the task of Dismantling and Reinstallation on request of authority.
- xxvi. The Bidder will have to suitable size the PoE Switches based on the power rating of the camera (all Types) being proposed under the project.
- xxvii. OEMs connected with captioned Project found indulging in attempting to influence the processes by directly contacting the Authority officials, ostensibly in order to promote/lobby their own products for selection of vendors of any kind will be considered against the spirit of Ethical Practices and Good Industry Practices & will be considered for debarring your organizations from AMC as well as in other smart cities.
- xxviii. Integration with other monitoring systems - The Bidder shall provide an open API for integration of the proposed CITY SURVEILLANCE SYSTEM with existing or any future Land Encroachment monitoring systems developed by SCADL, to enable information exchange between the systems. Integration with ICCC, Paldi and with the Police department to show feed of CCTV at New CP, connectivity and VMS integration statement shall be vendor responsibility.
- xxix. Managed Services - The Bidder shall provide cloud based hosting infrastructure (including but not limited to servers, storage, operating systems, database, security, networking, connectivity, rack, etc.) at reputed cloud service provider who is meeting the MeITY guideline.
- xxx. Electricity Cost in O&M – Electricity cost during O&M phase will be reimbursed to bidders on actual basis. The bidder will have to make payment and submit the actual electricity bill for reimbursement.

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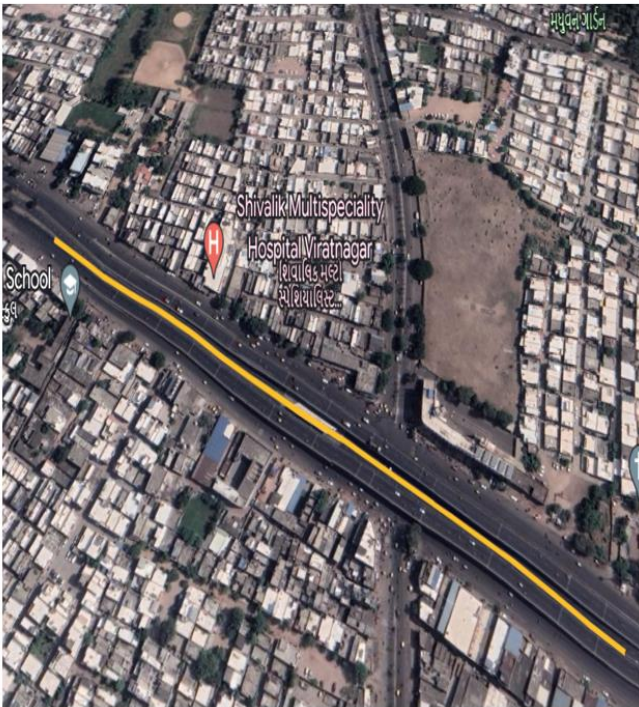
- xxxi. Not Mandatory - SCADL may provide rack space at its Control Centre for hosting infrastructure for backup of footages from CITY SURVEILLANCE SYSTEM.
- xxxii. Capacity Building and Training - The Bidder shall conduct proper need-based training for all the concerned staff of SCADL/AMCAMC and other stakeholders and draw up a systematic training plan. Bidder shall provide hard copy & soft copy of the training materials to all the trainees. The training shall be held at various office/department locations as finalized by SCADL.



Illustrative Image for Installation of Camera at Bridge



## Viratnagar Cross road Split Flyover Bridge



Entry –State Bank Of India  
Viratnagar Branch– 2  
Cameras

Middle – 2 Cameras

Exit –Near Ranjan High  
School– 2 Cameras

### **Supply & Delivery**

The bidder shall provide delivery challan and all supporting document for delivery of required, hardware & software items. It is responsibility of bidder for supplying unlimited licenses for the proposed solution. All licenses supplied by the bidder for the purpose of this project shall be perpetual in nature and shall be in the name of AMC / SCADL and will include maintenance and insurance for the entire duration of the contract. BIDDER will maintain an inventory of all software components procured, license renewals etc. This list will be made available to the AMC/SCADL on request. All licenses will be invoked only after the successful completion of UAT and after the signing of End user license agreement (EULA).

- The manufacturer for hardware shall have manufacturing and testing facility be accredited by national/state government recognised agency. The bidder will have to submit the accreditation, safety and quality certificate with delivery of hardware.
- The manufacturer calibration lab accreditation certificate should be submitted with technical proposal for review and approval prior to inspection along with QAP.
- The Purchaser (AMC/SCADL) or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the Contract. The special conditions of contract and / or the Technical Specification shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identifying of any representatives retained for these purposes.

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- The inspections and tests may be conducted on the premises of the Supplier or its sub IA(s), at point of delivery and / or at the Good's final destination. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival in India shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 10% of Total delivered quantity from each line item of price bid shall be reviewed and inspected at warehouse of BIDDER at project location by Third Party Inspectors (TPI)/AMC /SCADL team.
- For every unit supplied by the supplier, the conformance to the Specifications mentioned in the Tender shall be established by the supplier.
- All the expenses related to inspection at manufacturing and testing facility of supplier viz. lodging & boarding, transportation, all facilities including third party inspection (TPI) fees, testing charges and other related commercial expanses as and where required shall be borne by the IA.
- The supplier shall facilitate in-process and / or Pre-delivery inspection by the Representatives of the Purchaser, as and when, the same is required by the Purchaser.
- Also all the instruments along with local panel indicators will be tested and verified against the approved datasheet, Catalogue, Duly certified by manufactures for technical specification.
- Integration of instruments will be tested for data transmission and will be tested with data monitoring, trends, alarms and event generation
- Materials shall be delivered after receipt of Release note from third party inspection authority and shall be delivered to site/ Store without any damage during transportation and handling.
- Material shall be dispatched for Ahmedabad in the store or at site within the Municipal limit as per instruction of Engineer In charge.
- Quantity mentioned in price bid is for the existing works, Bidders bound to supply additional quantity required by the SCADL during the validity of the contract at the same unit rate and terms & conditions.
- Work shall be carried out as per approved drawing/s and or instruction/s by engineer-in-charge.
- Bidder needs to provide installation plan in advance at the beginning of the week to Engineer-in-charge.
- Bidder needs to give weekly progress report about the work carried out of the by-gone week.
- Bidder shall be responsible in case of breaking wall, ground. Repairing of damage wall/ground will be in scope of bidder. No extra cost will be paid by SCADL.
- Luminaries will be in conducting mode based on the astronomical guidelines & the individual poles housing LED luminaires will get electric supply as per the necessary and determined schedule.
- All Communication, gateway charges, accessories, any other medium considered to be essential for successful to and from communication between luminaire and Integrated Command and Control Centre (ICCC) should be included in the CAPEX cost.
- Controller repairing and replacement will be in the bidder's scope for the entire project duration including operation and maintenance.
- All the equipment deployed for the successful running of the project will be under warranty for the entire project duration including operation and maintenance.

### **Manpower Requirement**

- i. The bidder needs to deploy a competent team to execute scope of work defined in RFP.
- ii. The implementation project team shall be available for discussion, meeting, and working jointly with AMC/SCADL team.
- iii. Project manager: a permanent professional personal to supervise the entire project on regular basis during implementation phase & O&M Phase and co-ordinate with the authority nominated by AMC/SCADL. Project Manager will ensure that everything is getting implemented as per the agreed plan and SLAs.
- iv. Project Manager should be available for meetings in the AMC /SCADL premises based on the agreed plan or as per need.
- v. The BIDDER will ensure that in the event of change of project resources during the course of the project, prior intimation to the SCADL and suitable knowledge transfer takes place. Also, the

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- replacement of the resource should be of higher or similar skill set, experience level and shall need to be approved by AMC/SCADL.
- vi. The project manager, Installation & Field Team, IT Equipment Analyst & IT Support Team and Data Analyst, Reporting & MIS Personnel is required to station at project location for the duration of project implementation phase. Other members of team should be available at project location in notice of three working days for discussion and execution purpose.
- vii. If required, AMC/SCADL may request to deploy all team member at AMC/SCADL location for speedy implementation of project.
- viii. AMC/SCADL may arrange interview with proposed project team to understand their suitability for the role; in case of non-fitment the BIDDER will have to replace the resource with higher or similar skill set, experience level and shall need to be approved by AMC/SCADL.
- ix. In case of non-availability of any team member for more than seven (7) days, the BIDDER will need to replace the resource with same or higher qualification and experience.
- x. All members of project team need to be available with BIDDER from start of assignment (i.e. issue of LOI/LOA/Work Order).
- xi. In case of non-availability of project team and required resources at project site, AMC/SCADL may levy the penalty as per the rules and regulations of AMC/SCADL.

### **Installation & Commissioning**

- i. The Bidder shall carefully consider the scope of work and provide a solution that best meets the project's requirements.
- ii. The Bidder shall carefully consider the solutions it proposes and explicitly mention the same in the technical proposal. The implementation of the application software shall follow the procedure mentioned below:
- iii. Software Products (Configuration and Customization): In case implementation agency proposes software products the following need to be adhered:
  - a. Bidder shall be responsible for supplying the application and licenses of related software products and installing the same so as to meet project requirements.
  - b. Implementation agency shall have provision for procurement of User licenses in a staggered manner as per the actual requirement of the project.
  - c. Bidder shall perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions.
  - d. Bidder shall report any exceptions to license terms and conditions at the right time to SCADL. However, the responsibility of license compliance solely lies with the implementation agency. Any financial penalty imposed on SCADL during the contract period due to license non-compliance shall be borne by implementation agency.
- iv. Bidder shall also supply any other tools & accessories required to make the integrated solution complete as per requirements. For the integrated solution, the implementation agency shall supply:
  - a. Software & licenses
  - b. Supply tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the solution.
  - c. System Documentation: System Documentation both in hard copy and soft copy to be supplied along with licenses and shall include but not limited to following.
- v. These documents need to be updated after each phase of project and to be maintained updated during entire project duration. The entire documentation shall be the property of SCADL)
- vi. Bidder will be responsible for installation & commissioning of all software & hardware devices as per the project timeline defined in this RFP. Also, if there is requirement to add specific items (Hardware, software, or networking components) which are necessary to implement their solution shall be approved by the client.

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- vii. Bidder is required to note that all the hardware, tools, software installations and its maintenance will be responsibility of the BIDDER to make their solution live at all the mentioned sites.
- viii. Bidder will be responsible for all the supply, installation, commissioning, cabling, setup and configuration of the units in terms of hardware and software utilities to make the system end-to-end go live for central learning lab, smart classrooms and labs.
- ix. It is responsibility of Bidder to get requisite approval from officials of AMC, SCADL, and from govt. & private entities for installation and commissioning work.
- x. The purchaser may give permission to bidder for installation & commission in parts of total awarded work. It will be decided by AMC/SCADL based on learning observed during implementation phase.
- xi. If there is any delay in meeting the timeline for installation & commissioning due to non-availability of approval or reasons not attributed to Bidder performance; the Bidder needs to inform AMC/SCADL officials in writing in advance on minimum 15 days.
- xii. Bidder will be responsible for the maintenance and support for all the equipment and software provided at the mentioned sites for the duration of contract period.
- xiii. For any change/ movement requirement, the Bidder will be responsible for re-installation of equipment, connectivity, cabling, and configuration of the solution considering additional installation cost as mentioned in BOM.
- xiv. For any additional request the purchaser will place the request to the bidder. The per unit rates specified by the Bidder as a part of this proposal submission will remain valid for the complete contract period and no variation (except for the taxes / duties) will be considered by the purchaser.
- xv. The contractual terms of service shall be monitored on a monthly basis as per the individual service requirements. However, if the performance of the system/ services is degraded significantly at any given point of time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the AUTHORITY or an agency designated by it, then the AUTHORITY shall have the right to take appropriate punitive actions including termination of the contract.

#### **Reporting, Database Administration and Trouble Shooting**

- i. The bidder will need to provide daily, weekly, monthly and periodic reports to AMC/SCADL and AMC as defined by authority.
- ii. Successful BIDDER shall maintain data regarding entitlement for software & hardware upgrades, enhancements, refreshes, replacements and maintenance.
- iii. Undertake end-to-end management of database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune database, maintaining the necessary documentation and managing schemes to database schema, disk space, user roles, and storage.
- iv. The bidder shall allow the AMC/SCADL or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the SCADL to assess the existing services being delivered;
- v. Promptly on reasonable request by the SCADL, the implementation agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the agreement relating to any material aspect of the services (whether provided by the implementation agency or sub-selected vendors appointed by the implementation agency).
- vi. The SCADL shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The implementation agency shall permit the SCADL or its nominated agencies to have reasonable access to its employees and facilities, to understand the methods of delivery of the services employed by the implementation agency and to assist appropriate knowledge transfer

#### **Testing & Go-Live of the solution**

The AMC / SCADL shall appoint an agency/officials/team who shall be responsible for conducting the user acceptance test & performance and security audit of the solution. The agency/officials/team appointed by the

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AMC / SCADL shall conduct audit and make recommendations on system before Go-Live. The BIDDER shall incorporate and make changes in solution.

The testing and audit shall be performed on the below mentioned aspects.

- a. Functional Testing: Ensuring that the application functionality as described by the SCADL works adequately. The functional testing of application will necessarily be core responsibility of the IA.
- b. User Acceptance Test on all software modules & digital content.
- c. Acceptances Test of all hardware & support infrastructure
- d. Performance Testing - Ensuring that the application meets expressed performance requirements by using performance test tools and performance monitoring tools.
- e. Security Testing - Testing for exploitable application security weaknesses that undermine the application security or the security of the infrastructure.
- f. Penetration Testing
- g. Vulnerability Testing

The illustrative deliverables for this activity are mentioned below.

- i. First Round Testing & Audit Report
- ii. Rectified solution and submission of next round of testing & audit
- iii. Next Round Testing & Audit Report
- iv. If required, rectified solution and submission of next round of testing & audit
- v. Compliance Confirmation by purchaser

All the mentioned activities under scope of work shall get completed before the commencement of go-live.

- a. Bidder shall prepare and agree with SCADL, the detailed plan for Go-Live (in-line with SCADL's implementation plan).
- b. Bidder shall define and agree with SCADL, the Criteria for Go-Live.
- c. Bidder shall ensure that all the data migration is done from existing systems if required.
- d. Bidder shall submit signed-off UAT report (issue closure report) ensuring all issues raised during UAT are being resolved prior to Go-Live.
- e. Bidder shall ensure that Go -Live Criteria as mentioned in User acceptance testing of Project is met and implementation agency needs to take approval from SCADL team on the same.
- f. Go-live of the application shall be done as per the finalized and agreed upon Go-Live plan.

The key activities that need to be performed before go-live of the solution are as follows:

- i. Business readiness check before handing over to user
- ii. Exit Management and Knowledge Transfer Plan
- iii. Mobilization of manpower for hand holding support
- iv. Data Migration both old and new to solution
- v. Approval from AMC / SCADL

The users will operate the system for 4 weeks and will report any issues faced, the BIDDER shall be responsible to fix the aforementioned issues within stipulated time. The AMC / SCADL will authorize the go-live of the solution.

### **Operation & Maintenance**

The selected vendor shall be required to provide operations and maintenance services for solution including, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, etc.

The Bidder shall be responsible for Operations & Maintenance of Software Applications/Modules, IT Infrastructure for the period of 3 years post Go-live and operational acceptance of the systems, which shall include but not limited to the following activities:

- i. System Administration/Management support, offer technical support for CITY SURVEILLANCE SYSTEM, Upkeep, configuration and operation of CITY SURVEILLANCE SYSTEM applications, Install or upgrade software's/libraries, Maintain security policies, troubleshoot, train/supervise staff etc.

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- ii. Generation of status and analytical reports based on encroachment incidents recorded in the system
- iii. Annual Maintenance Contract (AMC) - All the CITY SURVEILLANCE SYSTEM hardware components supplied by the Bidder shall carry comprehensive on-site warranty whereas system software and application software shall carry three-year offsite warranty.
- iv. The O&M support shall have to be provided during the working/operational hours of SCADL.
- v. The Bidder shall also be responsible for the following activities:
  - Adherence to latest Industry Standards, guidelines as specified by government authorities.
  - Standard Operating Procedures (Manuals, Forms, Process documents) to standardize the processes during O&M phase.
  - The Bidder shall ensure that the end of support for any of the component/equipment is not reached during the concurrency of the contract.
  - The Bidder shall ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, cables, software, licenses, tools, etc. are provided according to the requirements of the solution.
  - SCADL shall not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of Bill of Materials in the RFP. The Bidder shall have to provision these & other similar things to meet the solution requirements at no additional cost and time implications to purchaser.
  - The Bidder shall ensure there is a comprehensive onsite support arrangement for duration of the contract.
  - Considering the criticality of the infrastructure, Bidder is expected to design the solution considering the RFP requirement of no single point of failure with high level of redundancy and resilience to meet the network uptime requirements.
  - Bidder shall be responsible for periodic updates & upgrades of all equipment, cabling and connectivity provided at all locations during the contract period.
  - Bidder shall be responsible for setting up / building / renovating the necessary physical infrastructure including provisioning for network, power, rack, etc. at all the locations.
- vi. Report generation (Shift wise, Daily, Monthly, Yearly) facility shall be provided in system as per requirement of AMC. All necessary software for the same shall be considered by selected vendor.
- vii. Any item not mentioned in BOQ but mentioned in Scope of work / tender specification is deemed to be included in the scope of work of bidder without any extra cost.
- viii. The bidder shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respect in strict accordance with specifications.
- ix. The bidder shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing to the work signed by the Engineer-in-Charge. The design and the drawings shall be lodged in the office of the Engineer-in-Charge to which the Bidder shall be entitled to have access for the purpose of inspection at such office during office hours.
  - i. The selected vendor shall prepare and implement an effective plant maintenance program in consultation with AMC. AMC will not provide any skilled / unskilled work force. It is entire selected vendor's responsibility to look after all sorts of maintenance whether preventive/ break down/ instrument calibration.
  - ii. For smooth running of system, All require instruments, equipments, accessories, major and minor spares, calibration kits, consumables, cleaning agents, rubber shits, all hardware (SS studs, nuts, bolts etc.) are to be brought by selected vendor. The quality of all consumables and spares shall remain unchanged.
  - iii. In case of break down in instruments/ equipments requiring spares which is not available in stock, Selected vendor shall be responsible to procure the required spares within a maximum of 7 days from the date of intimation of break down. It shall be duty of selected vendor to inform engineer- in charge about any break down within 24 hours from the time of occurring. The same shall be mentioned in site logbook also.

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- iv. The Operation and maintenance scope shall also include Supply and monthly charges of GPRS SIM card/Broadband modem and internet license during commissioning and five years of O & M. Procurement of SIM shall be done after consultation with AMC. Selected vendor is responsible for the payment of charges levied by service to selected service provider. Selected vendor shall take all possible assurances from the service provider regarding uptime of the services to have reliable, un-interrupted operation.
- v. The selected vendor has to hand over all the licenses of the related software and service to AMC.
- vi. The trial run period is part of the O&M period of 60 months. However authority may consider award of Go-Live for each zone at different time based on request of bidder and acceptance by AMC/SCADL.
- vii. The Selected vendor has to provide 1 AC vehicle (SUV) round the clock for the entire contract period (Execution and O&M) with driver and fuel to attend the problem on site.
- viii. All required major and minor spares for electrical/mechanical/ instrumentation and automation works under this contract shall be provided by selected vendor at his own cost.
- ix. During operation & maintenance period successful bidder shall depute manpower for technical support post Go-Live for the following list of activities.
  - a. They will be responsible for maintenance of all hardware equipments, accessories, software, bug resolution, trouble shooting and technical resolution.
  - b. Maintenance and monitoring of software
  - c. A single-point-of-contact for Application support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass, recovery support, and management reporting.
  - d. Central collection point for contact and control of the problem, change, and service management processes.
  - e. Shall provide a first level of support for application and technical support.
  - f. Providing assistance to end users for efficient use of the new system
  - g. Proactively report operational issues and ensure timely redressed of the same.
  - h. Understand enhance requirement from the end user & communicate to central team
  - i. Ensure all statutory reports are shared properly.
  - j. Project Manager should be available for meetings in the SCADL premises based on the agreed plan or as per need.
- x. The successful bidder will ensure that in the event of change of project resources during the course of the project, prior intimation to the SCADL and suitable knowledge transfer takes place. Also, the replacement of the resource should be of higher or similar skill-set, experience level and shall need to be approved by SCADL.
- xi. Payment for the manpower will be done only during the O&M phase of the project. It is expected deploy needful resources during the implementation phase of the project.
- xii. The selected vendor shall have to issue identity cards with photographs to all staff members employed for operation and maintenance.
- xiii. Person below the age of 18 years shall not be employed for the work. Proof of age must be submitted to this office before engaging any personnel for the work. The workers engaged for these work must possess physical fitness.
- xiv. The selected vendor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) or any statutory modification thereof for injuries caused to their workmen during their working hours. All the personnel employed by the selected vendors to carry out this work should be covered under full insurance against any accident/injury. Selected vendor shall have to produce all such documents before starting the work. Successful Selected vendors will have to contribute/ deduct applicable ESI, PF etc. He has to follow the laws of ESI, PF and other government provisions implemented / updated time.
- xv. The selected vendor shall be responsible for sourcing of the personnel and the management of all matters relating to such personnel, to carry out the responsibilities assigned to the selected vendor under the agreement with the selected vendor. In particular, these include:
  - o Recruitment of the personnel possessing the qualifications prescribed in the RFP

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- Training of the personnel
  - Payment of salaries and benefits to the personnel
  - Meeting all statutory obligations/payments arising out of engaging the personnel
  - Meeting all the liabilities arising out of the acts of the personnel
- xvi. All staff deployment by the selected vendor must be done in concurrence with AMC/SCADL.
- xvii. The selected vendor must ensure that the minimum number of personnel proposed in the RFP is available. However, the selected vendor is expected to provide information on the different levels of resources proposed for the project. The selected vendor is expected to estimate the requirements of resources considering the requirements provided in this tender and to implement it successfully. The selected vendor can provide the list of resources for helpdesk for employees after selection.
- xviii. It may also be noted that the selected vendor shall be required to deploy separate teams for Project Management, Design & Deployment and Operations & Maintenance, the details of which have to be provided by the selected vendor in the response.
- x. The ownership of all hardware/software developed/customized/ configured/ procured as part of the project and related documentation for the project would always lie with the AMC/SCADL. All licenses for software procured related to project have to be in the name of Ahmedabad Municipal Corporation. The bidder will be required to produce the Licenses/ATS/Warranty and other documents from the respective OEMs clearly mentioning the product name, quantity, duration, type of support, etc. The payment for the respective item will be subject to submission of the aforesaid documents to AMC/SCADL
- xi. AMC/SCADL shall make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Bidder shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract and additional work which the Bidder may be directed to do in the manner above specified as part of the work shall be carried out by the Bidder on the same conditions in all respect on which he agreed to do the main work and at the as are specified in the tender for the main work.
- xii. All instruments calibration shall be done by manufacturer representative at site, and he should also train all Bidder staff & AMC staff for the same. Necessary Test & Calibration certificates shall be submitted by selected vendor.
- xiii. The bidder will have to ensure the inventory for procured hardware items for storing controlled and valuable materials issued as per the agreement at worksite having double locking arrangement. The materials will then be taken for use in the presence of the AMC/SCADL person.
- xiv. The Bidder shall arrange to construct, maintain and afterwards remove and reinstate any temporary access required for and in connection with the execution of the works. Reinstatement shall include restoring the area of the access route to at least the degree of safety, stability, drainage and appearance that existed before The Bidder entered the site.
- xv. System Documents, User Documents - The bidder will provide all project related documents. This documentation should be submitted as the Project undergoes at various stages of implementation. Indicative list of documents include:
- Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines, Equipment Manuals: Original Manuals from OEMs.
  - Installation Manual: For all the application systems. Training Material: Training Material will include the presentations used for trainings and the required relevant documents for the topics being covered. Training registers should be submitted for same.
  - User Manuals: For all the application software modules, required for operationalization of the system.
  - System Manual: For all the application software modules, covering detail information required for its administration.
  - Standard Operational Procedure (SOP) Manual: The Bidder shall be responsible for preparing SOP Manual relating to operation and maintenance of each and every service as mentioned in the RFP. The



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draft process (SOP) document shall be formally signed off by AMC/SCADL before completion of Final Acceptance Test.

- The bidder will ensure upkeep & update all documentation and manuals during the concession period. The ownership of all documents, supplied by the Concessionaire, will be with MCB. Documents shall be submitted in two copies each in printed (duly hard bound) & in soft copy formats.
- xvi. Helpdesk Setup – The bidder deploys manpower for centralized helpdesk for the project for entire contract period. The help desk will handle user queries and issues relating to implemented solution. The helpdesk is required to ensure resolution of any technical issues they face while accessing the system.
- xvii. Capacity Building - The bidder needs to provide training and capacity building to AMC/SCADL employees and other stakeholders as directed by AMC/SCADL. Bidder will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. The bidder will upload a copy of all the training material on the dashboard and access will be provided to relevant stakeholders depending on their need and role. Bidder will prepare a comprehensive feedback form that will capture necessary parameters on measuring effectiveness of the training sessions.
- xviii. Hand-over of the system at the end of contractual period – Bidder will handover information relating to the current services rendered and data relating to the performance of the services; Entire documentation relating to various components of the Project, any other data and confidential information related to the Project; All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project to enable AMC/SCADL and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Project Services to AMC/SCADL or its nominated agencies, or its replacing vendor (as the case may be).
- xix. Additional Quantity/Change Request
  - a. SCADL reserves its right to award additional quantity of work order up to 25% of the original quantity (as per state and central govt. guideline) at the same price and terms and conditions quoted in original contract.
  - b. SCADL also reserves right to award change request work order up to 25% of the original project cost for the work needed to execute the work defined in scope of work defined in original contract
  - c. Payment for additional items
    - Based on the final project plan or during the project duration if there is need for additional items and Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities as defined in the financial bid, implementation bidder will be required to arrange additional items. Payment for such additional items will be done separately by SCADL.
  - d. In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation Bidder. Payment mechanism to be followed for additional items is given below:
  - e. CAPEX COMPONENT - 30% CAPEX payment on the successful delivery of additional item, post approval from SCADL and 70% CAPEX payment on the successful installation of the additional item, post approval on the installation report.
  - f. OPEX COMPONENT - OPEX part will be equally divided in remaining part of the quarterly payment during O&M. OPEX payment will be prorated based on the duration left in O&M. That is, if additional item is procured in 4th Quarter then OPEX will be paid for 17 quarters only (starting from 4th Quarter till 20th Quarter).
- **Additional Licenses**
  - The selected vendor shall be responsible for supply of additional licenses for packaged solution modules or user expansion capacity for developed applications. The selected vendor is required to give a regular feedback to the AMC/SCADL on the overall usage of the application software

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to understand the usage of the already procured licenses/user base/load. Based on this usage statistics and as per project requirement, AMC/AMC will be free to purchase additional ERP Licenses from the bidder at the same unit rate mentioned in commercial bid.

- **IT Infrastructure Management**
  - The selected vendor would be responsible for managing all project IT Infrastructure and maintain required service level to keep IT Infrastructure up and running.
- **Data Management**
  - The selected vendor would be responsible for extending all possible support to the AMC/SCADL staff for Data Management (like Data Entry Screens, Report Generation, Data Analysis, Data Cleansing, etc.). Data could be in English as well as in Gujarati. Data should be Unicode compliant and should support Gujarati Font “Shruti”.
- **Compliance to SLA**
  - The selected vendor shall ensure compliance to uptime and performance requirements of Project solution as indicated in the SLA in the RFP and any upgrades/major changes to the software shall be accordingly planned and implemented by the selected vendor at no additional cost for ensuring the SLA requirements.
- **Application Software Maintenance**
  - The selected vendor shall address all the errors/bugs/gaps in the functionality offered by solution (vis-à-vis the FRS and SRS signed off for the Project) at no additional cost during the operations and maintenance period.
  - For performing any functional changes to system that are deviating from the signed-off Functional Requirements/System Requirements, a separate Change Request shall be raised by the selected vendor and the changes in the software shall be implemented accordingly. The time period for implementation of change shall be mutually decided between the selected vendor and the AMC/AMC.
  - The selected vendor has to carry out all change requests at no additional cost and no additional efforts.
- **Problem Identification and Resolution**
  - Identification and resolution of application probCity Surveillance System (e.g. system malfunctions, performance probCity Surveillance System and data corruption etc.) shall be part of the selected vendor’s responsibility.
  - The selected vendor shall also be responsible to rectify the defects pointed out by the Project Monitoring Body to be setup by the AMC/AMC and carry out the enhancements suggested by such body, as a result of the feedback, during the O&M period. This shall be at no additional cost to the AMC, in so far as the enhancements relate to items of work falling within the purview of the defined Scope of Work for the selected vendor.
  - Resolution of incidents/problem logs created by the users of the application.

## Manpower

All the concerned staff shall log attendance on a daily basis at their respective reporting location. In case of requirement of leave, the concerned staff shall seek the permission of AMC/SCADL. All concerned staff will be required to work beyond working/office hours of AMC/SCADL & the bidder and on holidays too, in case there is such need.

The responsibilities and qualification requirements for the mandatory resource personnel are specified below and must be met by the selected vendor:

Sr.	Level	Implementation Period	Deployment during Implementation	O&M Period	Deployment during O&M
1.	Project Manager	Onsite	As per Scope of Work and Deliverables	Onsite, Full-Time	1

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	(#)		requirement		
2.	Technical Staff/ Field Staff (##)	Onsite	As per Scope of Work and Deliverables requirement	Onsite, Full-Time	2

### **Incident Management System**

Selected bidder shall deploy an incident management system to monitor the adherence of SLA for CAPEX and OPEX phase both. It deals with service issues, and with all other service and user requests recorded by a support personnel. It also monitors the completion of requests by the service desk or by all other service units. Finally, Incident Management has the task of informing the service requester on the status of a service request. The selected vendor must follow ITIL/ISO 20000 incident management process for duration of the contract.

<b>Sr. Processes to be followed to deliver services</b>	
1	Every incident and all required data are recorded.
2	Every incident runs through a set of standardized activities and procedures, in order to ensure effective and efficient processing.
3	Every incident is categorized and prioritized regarding its (potential) impact and urgency, in order to schedule its resolution in a business-oriented way.
4	Functional and hierarchical escalation procedures are in place in order to ensure that each incident is investigated by qualified members of staff, either by internal or external experts.

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## 4.1 Functional Requirement

### City Surveillance System

The Bidder shall carry out design, development, testing, supply, installation, integration, commissioning, operation and maintenance of Automated Land Encroachment Prevention System.

The CITY SURVEILLANCE SYSTEM will be a camera-based system that will automatically detect incidents of encroachment/intrusion on selected land plots owned by AMC.

The system will notify the relevant authority/officers/staff of AMC/SCADL through a mobile friendly web application about the incident in real time. Officers to use this application to update and view status on each encroachment case. (*Layout plan of each plot as deliverable*)

The components of CITY SURVEILLANCE SYSTEM as envisaged in this project are:

- CCTV cameras
- Street pole
- Router, Switch, Rack
- Edge analytics-based processing
- Processing server
- Application for officers (SMS Alerts/Screen Pop Ups)
- Backend Application

### System Design Principles

The proposed CITY SURVEILLANCE SYSTEM planned to automate detection of encroachment on land plots. Accordingly, the CITY SURVEILLANCE SYSTEM shall be designed considering the following guiding principles:

**Scalable:** The system shall be scalable to future growth in number of land plots. The proposed software solutions shall support these scalability requirements without requiring any change. The additional hardware required to include locations beyond the mentioned locations under CITY SURVEILLANCE SYSTEM is to be mutually decided by SCADL and the Bidder at an additional cost.

**High Performance:** The system design shall be in such a way as to be resilient to technological sabotage. To take care of remote failure, the systems shall be configured to mask and recover with minimum outage. The Bidder shall be required to make the provision for high availability for all the services of the systems.

**Secure:** The network shall have built-in security features as per industry practices in line with the requirement for CITY SURVEILLANCE SYSTEM. Access control shall be implemented at all levels. The Bidder shall make provisions for security of field equipment as well as protection of the software systems from hackers and other threats. The virus and worms' attacks shall be well defended with gateway level Antivirus system. Furthermore, all the system logs shall be properly stored & archived for future analysis and forensics whenever desired. The following guidelines shall be observed for security:

- Build a complete audit trail of all activities and operations using log reports, so that errors in system – intentional or otherwise – can be traced and corrected.
- Access controls shall be provided to ensure that the systems are not tampered or modified by the unauthorized persons or system operators.
- Implement data security to allow for changes in technology and business needs.
- The security of the field devices shall be ensured with system architecture designed in a way to secure the field devices in terms of physical damage & unauthorized access.

**Interoperable:** The systems shall have capability to take inputs from other third-party systems as per situational requirements. All products shall be open standards based and should be interoperable with different vendors' products following industry standards.

**Fault Tolerance and Resilient:** The systems shall have inbuilt redundancy features to provide high availability. Redundancy shall be proposed at various levels to ensure that single link failure does not affect

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the critical functionality

### **Information to be captured by Edge Devices**

Cameras being the core of the entire Surveillance system, it is important that their selection is carefully done to ensure suitability & accuracy of the information captured on the field and is rugged, durable & compact. These cameras need to work on 24 X 7 basis and transmit quality video feeds to the centralized data centers and would capture the video feeds at 25 FPS. AMC/SCADL shall take the regular review of the requirements for video resolution, FPS may change to suit certain specific requirements for example, there could be a situation when certain cameras are required to be viewed at higher FPS for specific period. It is estimated that not more than 2% of the cameras would be required to be viewed at higher FPS at a given point of time. Cameras should maintain minimum bitrate of 4 Mbps for bullet/fixed camera per lens to transmit quality image/video feed (appropriately focused, clear, un-blurred, jitter free, properly lit etc.). Packet loss should be less than 0.5%.

### **Role Based Access to the Entire System**

Various users should access the system using single sign on and should be role based. Different roles which could be defined (to be finalized at the stage of SRS) could be Administrator, Supervisor, Officer, Operator, etc. Apart from role-based access, the system should also be able to define access based on location. Other minimum features required in the Role Based authentication Systems are as follows:

- a) The Management Module should be able to capture basic details (including mobile number & email id) of the AMC/SCADL Personnel & other personnel requiring Viewing / Administration rights to the system. There should be interface to change these details, after proper authentication.
- b) Rights to different modules / Sub-Modules / Functionalities should be role based and proper log report should be maintained by the system for such access.

### **Storage / Recording Requirements**

It is proposed that the storage solution is modular enough to ensure compliance to the changes in storage / recording policy, to be evolved upon initial deployment of the system. Following storage requirements are proposed for the project:

- a) The storage solution proposed is that the video feeds would be available for 30 days. After 30 days, the video feeds would be overwritten unless it is flagged or marked by the CSDL/Police / Ahmedabad City Police for investigation or any other purpose. The video feeds of all relevant cameras capturing the incident or flagged in question would be stored until the Police deem it good for deletion.
- b) For incidents that are flagged by the Police or any court order, the video of the relevant portion from all relevant cameras should be stored/archived separately for investigation purposes and a committee at Police Department can decide when this video feed can be deleted.
- c) Regardless of the above, the image of the faces extracted by facial recognition application, along with the timestamp and location of the image capture will stored for a period of 3 months
- d) Audit trail of the system to be maintained on permanent basis / as per the backup policy defined.
- e) Retrieval time for any data stored should comply with the defined service level agreements.
- f) The Recording Servers / System, once configured, shall run independently of the Video Management system and continue to operate if the Management system is off-line.
- g) The system shall support the use of separate networks, VLANs or switches for connecting the cameras to the recording servers to provide physical network separation from the clients and facilitate the use of static IP addresses for the devices.
- h) The system shall support H.265, H.264 with better compression, H.264 formats for all IP cameras connected to the system.

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- i) The system shall record the native frame rate and resolution supplied by the camera or as configured by the operator from the System Administration Server.
- j) The system shall allow for the frame rate, bit rate and resolution of each camera to be configured independently for recording. The system shall allow the user to configure groups of cameras with the same frame rate, bit rate and resolution for efficient set-up of multiple cameras simultaneously.
- k) The system shall support Archiving or the automatic transfer of recordings from a camera's default database to another location on a time-programmable basis without the need for user action or initiation of the archiving process. Archiving shall allow the duration of the camera's recordings to exceed the camera's default database capacity. Archives shall be located on either the recording server or on a connected network drive. If the storage area on a network drive becomes unavailable for recording, the system should have the ability to trigger actions such as the automatic sending of email alerts to necessary personnel.
- l) Bandwidth optimization
  - a. The Recording Server / System shall offer different codec (H.265, H.264 with better compression, H.264) and video resolution options for managing the bandwidth utilization for live viewing on the Client systems.
  - b. From the Client systems, the user shall have the option of having video images continually streamed or only updated on motion to conserve bandwidth between the Client systems and the Recording Server.
  - c. The bidder is expected to calculate the bandwidth and storage requirement according to bullet camera (Resolution 1920\*1080, Min Bitrate of 4 MBPS, 25 FPS)
- m) The Recording Server / System shall support IP cameras from various manufacturers.
- n) The system shall support automatic failover for Recording Servers, this functionality shall be accomplished by Failover Server as a standby unit that shall take over if one of a group of designated Recording Servers fails. Recordings shall be synchronized back to the original Recording Server once it is back online.
- o) The system shall support multiple Failover Servers for a group of Recording Servers.
- p) The system shall support Simple Network Management Protocol (SNMP) for third-party software systems to monitor and configure the system.
- q) The system shall act as an SNMP agent which can generate an SNMP trap because of rule activation in addition to other existing rule actions.

### **Alert Management Module**

- a) The alert management module shall allow for continuous monitoring of the operational status and event-triggered alarms from various system servers, cameras and other devices. The alarm management module shall provide a real-time overview of alarm status or technical probCity Surveillance System while allowing for immediate visual verification and troubleshooting.
- b) The alarm management module shall provide interface and navigational tools through the client including;
  - i. Graphical overview of the operational status and alarms from servers, network cameras and external devices including motion detectors and access control systems.
  - ii. Intuitive navigation using a map-based, hierarchical structure with hyperlinks to other maps, servers and devices or through a tree-view format.
- b) The module shall include flexible access rights and allow each user to be assigned several roles where each shall define access rights to cameras.
- c) Basic VMS should be capable to accept third party generated events / triggers

### **Project execution requirements**

Actual placement of pole & number of cameras at each location, type of cameras, fixation of height & angle for

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the cameras to ensure maximum coverage shall be done in consultation with AMC/SCADL. A detailed survey shall be conducted, by the SI along with a team of AMC/SCADL. SI shall prepare the detailed report for field level requirements e.g. Cameras (types & numbers), Camera Mounting requirements, Power Requirements, Connectivity Requirements etc. for perusal of Purchaser. Indicative list of the field level hardware to be provided by SI is as follows:

- Cameras
- Network Switches
- Pole for cameras / Edge devices
- Junction box
- Networking and power cables and other related infrastructure.

Based on detailed field survey as mentioned above, SI shall be required to supply, install and commission the surveillance system at the identified locations and thereafter undertake necessary work towards its testing. SI shall use industry-leading practices during the implementation phase w.r.t positioning and mounting the cameras, poles and junction boxes. Some of the check-points that need to be adhered to by the SI while installing / commissioning cameras are as follows:

1. Ensure surveillance objective is met while positioning the camera such that the required field of view is being captured as finalized in field survey
2. Ensure camera is protected from the on-field challenges of weather, physical damage and theft.
3. Make proper adjustments to have the best possible image / video captured.
4. Ensure that the pole is well placed for vibration resistance adhering to the road safety norms.
5. Collusion preventive barriers around the junction box & pole foundation in case it's installed in collision prone place.
6. Appropriate branding or color coding of poles and junction boxes, to warn mischief mongers against tampering with the equipment at the junction.
7. SI shall ensure that the poles erected to mount cameras are good, both qualitatively and aesthetically. Also, all the new poles should be futuristic to be able to house other ICT elements like Environment Sensors, Small Variable Message Display, Telecom Equipment, etc. so that their presence can be optimized by Police department and as well as monetized in near future if required.
8. SI shall use the industry leading practices while positioning and mounting the cameras and ensure that the pole / mast implementation is vibration resistant. Necessary arrangements for bird scare spikes on top of camera to be also thought of to prevent birds from sitting on top of camera box.
9. The poles shall be installed with base plate, pole door, pole distributor block and cover.
10. Base frames and screws shall be delivered along with poles and installed by the SI.
11. The poles should be installed along with cantilever with minimum length of 1.8 meter, so that there is clear line of sight.
12. SI shall be responsible to undertake required structural analysis regarding the regulated load conditions and considering the respective wind load while installing the poles / cantilevers for edge level components
13. SI shall provide structural calculations and drawings for the approval of Purchaser. The design shall match with common design standards as applicable under the jurisdiction of purchaser/authorized entity.
14. SI shall coordinate with concerned authorities / municipalities for installation.
15. Poles and cabinet shall be so designed that all elements of the field equipment could be easily installed and removed.
16. SI shall ensure that physical look of the installation area returns to neat & tidy conditions after installation of poles, cantilevers etc. The placement shall be designed keeping in mind the normal flow of vehicular traffic and pedestrian movement is not disturbed.

## 4.2 Technical Specification

The technical specifications of CITY SURVEILLANCE SYSTEM Devices shall be as set out in the table below:

### Bullet Camera for Surveillance

#	Parameter	Minimum Specifications or better
1.	IP Based Bullet Cameras	1/2.8" 4 MP Progressive Scan CMOS or better.
2.	Video Compression	H.265 or better
3.	Video Resolution	Full HD (1920 X1080)
4.	Frame rate support	25/30 FPS @ 1080P
5.	Image Sensor	1/3" or 1/2.8" Progressive Scan CMOS
6.	Lens Type	Motorized Zoom Lens (Autofocus), IR Correction
7.	Lens *	Auto IRIS, 5 – 50 mm (+- 1mm), F1.2/F1.4
8.	IR	External IR with minimum 100 mtr Range
9.	Minimum Illumination	Colour: 0.1 lux, B/W: 0.01 lux (at 50 IRE), IR: 0 lux
10.	IR Cut Filter	Automatically Removable IR-cut filter
11.	Day/Night Mode	Colour, Mono, Auto
12.	Multiple Streams	Dual streaming with 2nd stream at minimum 720P at 25fps at H.264/H.265 individually configurable
13.	Auto adjustment + Remote Control of Image settings	Colour, brightness, sharpness, contrast, white balance, exposure control, backlight compensation, Gain Control, Remote Focus, Remote Zoom (Digital Zoom)
14.	Wide Dynamic Range	True WDR >= 120 dB
15.	Audio	Audio Capture Capability (Optional)
16.	Local storage	Micro SD card up to 64 GB. (Class 10) In the event of failure of connectivity to the central server the camera shall record video locally on the SD card automatically. After the connectivity is restored these recordings shall be automatically merged with the recording server such that no manual intervention is required to transfer the SD card-based recordings to recording server (1 Nos. of 64 GB SD card to be provided with each camera)
17.	Network Interface	RJ45 10 Base-T/100 Base-TX, POE
18.	Alarm I/O	Minimum 1 Input & 1 Output contact for 3rd party interface
19.	Protocol	IPV4, IPV6, HTTP, HTTPS, FTP, RTSP, RTP, TCP, UDP, RTCP, DHCP, QoS, ONVIF profile S & G
20.	Onboard Analytics	Motion Detection, tampering alert, Out of focus
21.	Security	Password Protection, IP Address filtering, User Access Log, HTTPS encryption, TSL/SSL
22.	Power	POE /POE+ to follow IEEE 802.3 af/at
23.	Operating conditions	0 to 50°C (temperature), 50 to 90% (humidity)
24.	Casing	NEMA 4X/IP-66 and IK 10
25.	Certification	UL, EN/CE, FCC, BIS



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#	Parameter	Minimum Specifications or better
26.	Alert	Camera Should provide the alert for the Out of focus and Change of field of view either as edge-based analytics or camera should be able to get configured with other analytics application as provided by SI to give the above-mentioned alerts.
27.	Specify the proposed Make	
28.	Specify the proposed Model No	

### **Network Connectivity**

Network connectivity is one of the most important components of the project and needs very careful attention in assessment, planning and implementation. It is important not only to ensure that the required connectivity is provisioned within the required timelines but also ensure that it is reliable, secure and supports the required SLA parameters of Latency, Jitter, Packet Loss and Performance. Throughout end to end (data center till edge level) network should support the software defined networking (SDN).

### **Security Management**

The CITY SURVEILLANCE SYSTEM shall be designed in a way so as to ensure maximum security of all sub-systems/ components of the System. The CITY SURVEILLANCE SYSTEM shall be suitably protected from internal as well as external threats.

The main features of Security Management will include the following:

- The System will be fully protected from the attacks of viruses, malware, etc.
- Suitable security policies, processes and monitoring will be built-in and enforced to the fullest extent to ensure unauthorized access, hacking, denial of service attack or other security breaches are prevented.
- Processing of CCTV feed should not be done on a cloud instance or any server outside Ahmedabad city

### **Admin Dashboard**

Admin Dashboard shall be provided to handle below functionalities:

- View open/closed/in progress tickets of all the officers.
- Summary of tickets resolution status by officers.
- View activity of an officer.
- Add/Update/Delete officer details (including password).

### **Officers Dashboard**

Officer's dashboard shall be provided for Encroachment department officials with below mentioned features:

- Officers must have individual credentials.
- Officers shall be able to view open/closed/in progress cases of encroachment.
- Officers shall be able to take action and update status on each case.
- Officers shall be able to view past actions taken by him/her.
- A reminder for case closure.

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### Edge Level Industrial Grade Switch (For Cameras & other edge device)

#	Parameter	Minimum Specifications
1.	Type	Managed Industrial Grade Outdoor switch
2.	Total Ports	<ul style="list-style-type: none"> <li>• Minimum 8 No's 10/100/1000 Base-Tx, PoE+ ports (Minimum 30 W per port) and 2x SFP Ports</li> <li>• May require higher port density at some locations, depending upon site conditions</li> <li>• May require Fibre ports (for devices or for uplinks) at some locations, depending upon site conditions/distances.</li> </ul>
3.	PoE Standard	IEEE 802.3at or better
4.	Protocols	<ul style="list-style-type: none"> <li>• IPV4, IPV6</li> <li>• Support 802.1Q VLAN</li> <li>• DHCP support</li> <li>• SNMP Management</li> <li>• Should support Loop protection and Loop detection</li> <li>• Should support Ring protection / STP &amp; RSTP</li> <li>• End point Authentication</li> <li>• Should support NTP</li> </ul>
5.	Access Control	<ul style="list-style-type: none"> <li>• Support port security</li> <li>• Support 802.1x (Port based network access control).</li> <li>• Support for MAC filtering</li> <li>• Support security group access control list</li> </ul>
6.	PoE Power per port	Enough to operate the CCTV cameras/edge devices connected (If the device is POE). Kindly consider minimum 30W per port. Hence Minimum 240 W POE budget for 8 port Switch & Minimum 120 W POE budget for 4 port Switch from day one of the project.
7.	IP Rating	IP 30 or equivalent
8.	Operating Temperature	0°C ~ 60°C
9.	Multicast support	IGMP Snooping V1, V2, V3
10.	Management	Switch needs to have RS-232/USB/RJ45 console port for management via a console terminal or PC, Web GUI NTP, Syslog for log capturing SNMP V1, V2, V3
11.	Compliance/Immunity Standards	Electrostatic Discharge: IEC/EN 61000-4-2 Radiation: IEC/EN 61000-4-3 Electrical Fast Transient/ Burst Immunity: IEC/EN 61000-4-4 Surge Immunity: IEC/EN 61000-4-5 Power Frequency Magnetic Field: IEC/EN 61000-4-8
12.	Compliance	Compliance: UL/EN, CE, FCC or equivalent
13.	Mounting	The switch should be compact and support DIN rail/Rack mounting to be enclosed in the junction box
14.	General	Should support proposed SDN solution

### Network Connectivity Scope of work

Network connectivity is one of the most important components of the project and needs very careful attention in assessment, planning and implementation. It is important not only to ensure that the

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required connectivity is provisioned within the required timelines but also ensure that it is reliable, secure and supports the required SLA parameters of Latency, Jitter, Packet Loss and Performance. Throughout end to end (data center till edge level) network should support the software defined networking (SDN).

### **Network Monitoring System**

Solution should provide fault & performance management of the server-side infrastructure and should monitor IP\SNMP enabled devices like Routers, Switches, PA System, Emergency Call Boxes, Sensors, CCTV etc. Proposed Network Management shall also help monitor key KPI metrics like availability, in order to measure SLA's. Following are key functionalities that are required which will assist administrators to monitor network faults & performance degradations in order to reduce downtimes, increase availability and take proactive actions to remediate & restore network services.

- a. The proposed solution must automatically discover manageable elements connected to the infrastructure and map the connectivity between them. Solution should provide centralized monitoring console displaying network topology map.
- b. Proposed solution should provide customizable reporting interface to create custom reports for collected data.
- c. System shall able to provide network bandwidth utilization and availability report for required period.
- d. The system must use advanced root-cause analysis techniques and policy-based condition correlation technology for comprehensive analysis of infrastructure faults, security threats/attacks detections, etc.
- e. The system should be able to send an alert to administrator every time there is change in configuration on a CI.

### **Non-IT & Civil Components Specifications / Guidelines**

#### **1 Public Works Guidelines**

The SI is required to abide to the norms of Ahmedabad City Police for any public work to be carried out under the scope of this project. The activities under public works include (but not limited to) Digging, Pole Erection, Wirings, laying of Cables, Erection of roofs, Fencing, Barricading, Markings, Displays, Billboards etc.

#### **2 PVC Conduit**

The SI is required to follow the industry standards for any PVC Conduits and Wiring work to be carried out under this project scope. The PVC conduits shall comply with I.E.E regulations and all materials used shall conform to relevant standard as per BIS and shall carry ISI mark.

#### **3 Earthing Guidelines**

The SI is required to follow the industry standards for any Earthing work to be carried out under the scope of this project. The entire IT and non-IT Infrastructure is required to be earthed. All metallic objects that are likely to be energized by electric currents shall be effectively earthed. All the specifications shall comply with provisions as per IS 3043:1987 Code of Practice for Earthing under BIS standards and shall carry ISI mark. No separate earth pit is required.

#### **4 Passive Cabling Guidelines**

The SI is required to carry out all work related to passive cabling under the scope of this project. All work under passive cabling shall be governed by a set of standards that specify wiring data centers, offices, and apartment buildings for data or voice communications, category 6 cable (CAT 6), category 6A (CAT 6A)

and category 7 (CAT 7) and modular sockets. All material used shall be conforming to relevant standard as per ISO. The SI shall ensure appropriate communication channels are setup for data, voice along with wireless compatibility. Structured cabling shall be in scope of SI. The SI shall ensure that the cable layouts are neat, Labeled and distinguishable. The termination of cables needs to be planned for future expansion of scope.

## **5 Wiring Guidelines**

1. PVC insulated copper conductor cable shall be used for sub circuit runs from the distribution boards to the points and shall be pulled into conduits. They shall be stranded copper conductors with thermoplastic insulation of 650 / 1100 volts grade. Colour code for wiring shall be followed.
2. Looping system of wiring shall be used, wires shall not be jointed. No reduction of strands is permitted at terminations.
3. Wherever wiring is run through trunking or raceways, the wires emerging from individual distributions shall be bunched together with cable straps at required regular intervals. Identification ferrules indicating the circuit and D.B. number shall be used for sub main, sub circuit wiring the ferrules shall be provided at both end of each sub main and sub-circuit.
4. Where, single phase circuits are supplied from a three phase and a neutral distribution board, no conduit shall contain wiring fed from more than one phase in any one room in the premises, where all or part of the electrical load consists of lights, fans and/or other single phase current consuming devices, all shall be connected to the same phase of the supply.
5. Circuits fed from distinct sources of supply or from different distribution boards or M.C.B.s shall not be bunched in one conduit. In large areas and other situations where the load is divided between two or three phases, no two single-phase switches connected to different phases shall be mounted within two meters of each other.
6. All splicing shall be done by means of terminal blocks or connectors and no twisting connection between conductors shall be allowed.
7. Metal clad sockets shall be of die cast non-corroding zinc alloy and deeply recessed contact tubes. Visible scraping type earth terminal shall be provided. Socket shall have push on protective cap
8. All power sockets shall be piano type with associated switch of same capacity. Switch and socket shall be enclosed in a M. S. sheet steel enclosure with the operating knob projecting. Entire assembly shall be suitable for wall mounting with Bakelite be connected on the live wire and neutrals of each circuit shall be continuous everywhere having no fuse or switch installed in the line excepting at the main panels and boards. Each power plug shall be connected to each separate and individual circuit unless specified otherwise. The power wiring shall be kept separate and distinct from lighting and fan wiring. Switch and socket for light and power shall be separate units and not combined one.
9. Balancing of circuits in three phases installed shall be arranged before installation is taken up. Unless otherwise specified not more than ten light points shall be grouped on one circuit and the load per circuit shall not exceed 1000 watts.
10. All electrical components shall be design manufactured and tested in accordance with relevant Indian standards IEC's




## **Standardized Signs for CCTV Locations**

It is necessary that the CCTV Camera locations put some standardized signs informing the public of the existence of CCTV cameras. This will bring about the transparency on installation of CCTV cameras and no one would be able to later complain for breach of privacy. Following tables give draft specifications for the signage to be put at the camera locations.

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#	Item	Minimum Specifications
1	Size	Board Width = 8" / 12" (For type A and B) Board Width = 12" / 18" / 24" (For type C and D)
2	Plate Material	Corrosion resistant Aluminium Alloy as per IRC 67:2001 (Code of Practice for Road signs)
3	Plate Thickness	Minimum 1.5 mm
4	Retro-Reflective sheeting for sign-plate	Weather-resistant, having colour fastness
5	Other Specifications	As per IRC 67:2001 (Code of Practice for Road signs)
6	Mounting	Can be mounted on wall or pole (appropriate mounting brackets to be provided)
7	Design	As per following signage diagrams

### Reference Designs

Type	Sign Design	Remarks
A		To be used at 80% of the Places
B		To be used at select places where text can be read. Text should be in Gujarati/English at majority of places
C		This may be used on a select few places in the city, usually on the main pole of the location where multiple cameras are installed. Text should be in Gujarati / English in majority of places.

<b>D</b>		This is an alternative to type C.
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### Voltage Stabilizers at Junctions

#	Parameter	Minimum Specifications
1.	Device Capacity	3 KVA
2.	Voltage Correction	Automatic, IC Controlled
3.	Input Voltage Range	130 V to 280 V
4.	Frequency Range	50 Hz +/- 5 %
5.	Output Voltage Range	200 V to 230 V, +/-5 %
6.	Efficiency	> 95%
7.	Protection/Cut off	Over Voltage and over Current Protection, Thermal and Electronic Overload
8.	Device Construction	Compact and modular construction for easy handling and servicing
9.	Power Outlets	4 Nos. 5 Amp Indian Standard Power Outlets
10.	Operating Temperature	0-55 ° C. The bidder has to take into consideration of the internal temperature adjustment of the junction box

### Surge Protection Power Strips

#	Parameter	Minimum Specifications
1.	Clamping Voltage	240 V
2.	Response time	<10 ns
3.	Energy Dissipation	Min 500 joules
4.	Max voltage Spike protection	Up to 400 Volts
5.	Max current Spike Protection	5000 Amps
6.	Cable	Heavy duty Cable of standard Length
7.	Power Outlet	Min. 4 Nos. 5 Amp Indian Standard Power Outlets

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8.	Operating Temperature	0-55 ° C .The bidder has to take into consideration of the internal temperature adjustment of the junction box
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### Earthing

#	Minimum Specifications
1.	All electrical components are to be earthen by connecting two earth tapes from the frame of the component ring and will be connected via several earth electrodes. The cable arm will be earthen through the cable glands. Earthing shall be in conformity with provision of rules 32, 61, 62, 67 & 68 of Indian Electricity rules 1956 and as per IS-3043.
2.	Earthing should be done for the entire power system and provisioning should be there to earth UPS systems, Power distribution units etc. so as to avoid a ground differential. Authority shall provide the necessary space required to prepare the earthing pits.
3.	All metallic objects on the premises that are likely to be energized by electric currents should be effectively grounded.
4.	The connection to the earth or the electrode system should have sufficient low resistance in the range of 0 to 25 ohm to ensure prompt operation of respective protective devices in event of a ground fault, to provide the required safety from an electric shock to personnel & protect the equipment from voltage gradients which are likely to damage the equipment.
5.	Recommended levels for equipment grounding conductors should have very low impedance level less than 0.25 ohm.
6.	The Earth resistance shall be automatically measured on an online basis at a pre-configured interval and corrective action should be initiated based on the observation. The automatic Earthing measurements should be available on the UPS panel itself in the UPS.
7.	There should be enough space between data and power cabling and there should not be any cross wiring of the two, in order to avoid any interference, or corruption of data.
8.	The earth connections shall be properly made .A small copper loop to bridge the top cover of the transformer and the tank shall be provided to avoid earth fault current passing through fastened bolts, when there is a lighting surge, high voltage surge or failure of bushings.

### Poles for Mounting Cameras

#	Parameter	Minimum Specifications
1	Pole type	Hot Dip Galvanized after Fabrication with Silver coating of 86 micron as per IS:2629; Fabrication in accordance with IS-2713 (1980)
2	Height	5-7 Meters (or higher), as-per-requirements, for different types of cameras & Site conditions
3	Pole Diameter	Min. 10 cm diameter pole (bidder to choose larger diameter for higher height)
4	Cantilevers	Based on the location requirement minimum 2.0-meter cantilevers to be considered with the pole
5	Bottom base plate	Minimum base plate of size 30x30x1.5 cm
6	Mounting facilities	To mount CCTV cameras, Junction Box etc.
7	Pipes, Tubes	All wiring must be Concealed/hidden, through HDPE/DWC/tubes/pipes. No wires shall be visible from outside.
8	Foundation	Casting of Civil Foundation with foundation bolts, to ensure vibration free erection (basic aim is to ensure that video feed quality is not impacted due to winds in different climatic conditions). Expected foundation depth of min. 100cms. Please refer to earthing standards mentioned elsewhere in the document.
9	Protection	Lightning arrester shall be provided, to protect all field equipment mounted on pole.
10	Sign Board & Number plates	A sign board describing words such as "This area under surveillance" and with serial number of the pole.
11	Installation	Where foundation work is not feasible, we must offer flexibility in the anchor fastener base pole

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#	Parameter	Minimum Specifications
		Poles for Mounting Camera - Where foundation work is not feasible, SI can use anchor fastener base pole. Feasibility report will be required from registered civil agency.

### Junction Box

#	Parameter	Minimum Specifications
1.	Size	Suitable size as per site requirements to house the field equipment including but not limited to UPSs, Edge Level Switch, etc.
2.	Cabinet Material	GI
3.	Material Thickness	Min 1.2mm
5.	Number of Locks	Two for Ground Mounted & One for Pole Mounted JB
6.	Protection	IP 55, Junction Box design should ensure to keep the temperature within suitable operating range for equipment's and should also avoid intentional water splash and dust intake
7.	Mounting	On Camera Pole / Ground mounted on concrete base
8.	Form Factor	Rack Mount/DIN Rail
9.	Other Features	Rain Canopy, Cable entry with glands, proper earthing and Fans/any other accessories as required for operation of equipment's within junction box.



## **SECTION: 5 LIST OF TENTATIVE LOCATIONS**

<b>Sr.No.</b>	<b>Bridge Name</b>	<b>Approx Length(Mtr)</b>	<b>Approx Width (Mtr)</b>	<b>Year of Inauguration</b>	<b>Bridge Type</b>
1	Kalupur railway Overbridge (Manubhai parmar bridge)	745.6	12.55	1875	Railway Overbridge

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Sr.No.	Bridge Name	Approx Length(Mtr)	Approx Width (Mtr)	Year of Inauguration	Bridge Type
2	Swami Vivekanada Bridge – Old	434.5	5.2	1892	River bridge
3	Sardara Patel Birdge – Old	523.6	9.55	1940	River bridge
4	Saranagpur Railway Overbrdige	617.8	12.5	1940	Railway Overbridge
5	Amarsingh Chaudhary Railway Overbridge (Asarwa)	656	12.8	1940	Railway Overbridge
6	Mahatma Gandhi Bridge – Old	420.4	10.55	1942	River bridge
7	Shahibaug Railway Underbridge (Jaishree Krishna Harivallabh das bridge)	321.75	13.8	1950	Railway Underbridge
8	Khokra Railway Overbridge (Deendayal Updahyay Bridge)	677.15	12.3	1960	Railway Overbridge
9	Nehru Bridge	442.25	15.86	1962	River bridge
10	Parikhsit Majumdar Bridge	61.3	11.73	1968	Minor bridge
11	Subhas Bridge	453.75	12.85	1973	River bridge
12	Babu Jagjeevan Ram Railway Overbridge (Girdhar Nagar)	714.9	11.15	1985	Railway Overbridge
13	Babasaheb Ambedkar Railway Overbirdge (Chamunda)	757.35	13.75	1990	Railway Overbridge
14	Hathijan - Vivekanada Low level bridge	Details not found		1991	Minor bridge
15	Chimanbhai Patel Railway Overbridge	1115.5	15.5	1994	Railway Overbridge
16	Cadilla Railway Overbridge	940	28	1996	Railway Overbridge
17	Nathalal Jhagda Railway OverBridge	577.15	10.85	1998	Railway Overbridge
18	Damini - Dakshin Railway Under pass	267.2	4.55	1999	Railway Underbridge
19	Sardar Patel Bridge widening (new)	523.6	9.4	2000	River bridge
20	Chandlodia Railway Overbridge - ( Pandit Deendayal)	700	16.5	2000	Railway Overbridge
21	Akabrangar Underpass (Padmashri K. Ka. Shastri Bridge)	272	16.2	2000	Railway Underbridge
22	Swami Vivekanada Bridge – Widening New	434.5	10+10	2001	River bridge
23	Mahatma Gandhi Bridge – Widening New	420.4	10.4	2001	River bridge
24	Rajiv Gandhi Railway underpass (Near Income Tax Cross Road)	375	14	2001	Railway Underbridge
25	Prabhodh Raval bridge	51.4	23.5	2001	Minor bridge
26	Usmanpur Railway underpass	305	11	2004	Railway Underbridge

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Sr.No.	Bridge Name	Approx Length(Mtr)	Approx Width (Mtr)	Year of Inauguration	Bridge Type
27	Babasaheb Ambedkar River bridge (Vasna - Pirana)	828.75	20.1	2006	River bridge
28	Vasant Gajendra Gadkar Railwat Overbridge (Shreyas Overbridge)	800	16.5	2006	Railway Overbridge
29	Chanakyapuri Railway Overbridge (Morarji Desai)	900	16.6	2008	Railway Overbridge
30	Shyama Prasad Mukherjee Railway Overbridge (Jeevraj Bridge)	690	19	2008	Railway Overbridge
31	Shivranjani Flyover (Field Marshal Manekshaw Flyover)	650	8.6+8.6	2008	Flyover
32	Nanaji Deshmukh Railway Overbridge (Sola)	614	16.5	2009	Railway Overbridge
33	Shree Guruji Overbridge (Dakshini)	753.1	16.5	2009	Railway Overbridge
34	Helmet Junction Flyover (Dr. Vikram Sarabhai)	670	8.6+8.6	2009	Flyover
35	A.E.C. Sola Flyover (Ravi Shankar Maharaj Overbridge)	730	8.6+8.6	2009	Flyover
36	Lalubhai Kastrubhai Railway Overbridge (MEMCO)	795	16.52	2010	Railway Overbridge
37	Dadasaheb Mavlankar Railway Underpass (Nirnay nagar)	720	22	2010	Railway Underbridge
38	Indu Chach Flyover (Jashoda Chowkdi)	530.52	9.9	2010	Flyover
39	Bhaironsingh Shekawat Flyover (Isanpur)	422.48	9.9	2010	Flyover
40	Soni ni Chali flyover	692	16.52	2010	Flyover
41	Ashokbhai Bhatt Flyover (Jamalpur)	583	16.52	2010	Flyover
42	Maharshi Dadichi bridge (Vadaj - Dudheshwar)	756.52	25.69	2011	River bridge
43	Sundar singh Bhandari railway overbridge (Gota)	753.1	16.52	2011	Railway Overbridge
44	Acharya Shri Mahapagnya Railway overbridge (Shahibaug - Ladlapir)	660	12	2011	Railway Overbridge
45	Bhagini navidita Railway underpass (Parimal)	425.6	16.5	2011	Railway Underbridge
46	CTM Flyover - First Level	678.69	9.9	2011	Flyover
47	CTM Flyover - Second Level	930	7.4	2011	Flyover
48	Vatva Railway Overbridge	742	16.5	2012	Railway Overbridge
49	ITI Underpass (shrimad Rajchandra underpass)	398	7.3	2012	Railway Underbridge
50	Thakkarbappanagar flyover (Madan Mohan Malviya)	750	8.4	2012	Flyover

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Sr.No.	Bridge Name	Approx Length(Mtr)	Approx Width (Mtr)	Year of Inauguration	Bridge Type
51	Gujarat College Railway Overbridge (Kavi Nanhalal bridge)	910	11/16.50	2013	Railway Overbridge
52	Vinzol Vatava Minor bridge (Yashod - Ringroad - Nr. Kharicut Canal)	30	7.5	2013	Canal Box Culvert
53	IIM Flyover (Four Lane)	517.86	13.5	2014	Flyover
54	Isanpur Gebanshah Dargah (Nr. Kharicut Canal)	12	24	2014	Canal Box Culvert
55	Ghodasar Box culvert (Nr. Kharicut Canal)	7.5	7.5	2014	Canal Box Culvert
56	Odhav Fire station - near Canal box culvert	20	5.5	2016	Canal Box Culvert
57	Dinesh Chamber cross road - Near flyover bridge (Four Lane) (Maharana Pratap Bridge)	670	16.5	2017	Flyover
58	Hatkheshwar Cross road Flyover bridge (Four Lane - Ch. Shivaji Maharaj)	571.524	16.5	2017	Flyover
59	Flyover bridge of Narol Cross road (Four Lane)	750	16.5	2017	Flyover
60	Garib Awas indrapuri ward (Culvert)	20	15	2017	Canal Box Culvert
61	Jashoda - Ahmedabad road - Beside Nirma	20	24	2017	Canal Box Culvert
62	Ranip Railway Overbridge (Atmanirbhar Gujarat bridge)	804	16.50 / 18	2018	Railway Overbridge
63	Madalpur underpass	Reconstruction		2018	Railway Underbridge
64	Vatava Lambha Sadani Dabi Near Kharicut Canal (Culvert)	15	24	2018	Canal Box Culvert
65	Mithaklai underpass	Reconstruction		2019	Railway Underbridge
66	Level Crossing - 1 IOC Crossing Railway underbridge (RVNL)	125	7.5	2019	Railway Underbridge
67	Level Crossing - 4 Arjun Asharam Railway underbridge (RVNL)	10	10.5	2019	Railway Underbridge
68	Level Crossing - 5 Arjun Asharam Railway underbridge (RVNL)	10	10.5	2019	Railway Underbridge
69	Level Crossing - 22 Chamunda crossing Railway underbridge (RVNL)	110	7.5	2019	Railway Underbridge
70	Income Tax Cross Road Flyover bridge (Arun Jaitley bridge)	700	21	2019	Flyover

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Sr.No.	Bridge Name	Approx Length(Mtr)	Approx Width (Mtr)	Year of Inauguration	Bridge Type
71	Anjali Cross Road Flyover Bridge (Sushama Swaraj Bridge)	1213.82	16.5	2019	Flyover
72	Level Crossing - 6, Near Agyarayas Mata Mandir Railway underbridge (RVNL)	80	7.5	2020	Railway Underbridge
73	Viratnagar Cross road Split Flyover Bridge	507	7.5	2021	Flyover
74	Rajendra Park Cross Road Split Flyover Bridge	860.81	10.5	2021	Flyover
75	CIMS Hospital Railway Overbridge	727	16.5	2021	Railway Overbridge
76	Ajit Mill Junction Flyover bridge	644	16.5	2021	Flyover
77	Level Crossing - 3 (Vande Mataram) (RVNL)	114	7.5	2021	Railway Underbridge
78	Level Crossing - 20 (Vastapur Station) (RVNL)	124	6.5	2021	Railway Underbridge
79	Level Corssing - 25 Makarba Crissing (RVNL)	167	7.5	2021	Railway Underbridge
80	Naroda GIDC - Near L.C.No. 9 Railway Overbridge			2022	Railway Overbridge
81	Level Corssing - 1 Underpass Work in progress	200	6	2022	Railway Underbridge
82	Vinobha Bhave Nagar to Vivekananda Nagar	298.94	20.8	2022	River bridge
83	GST Crossing - Near underpass of restricted height	298.94	20.8	2023	Railway Underbridge
84	Near Jagaptur Level Crossing 6 Railway Overbridge (Shree Siddhi Group Overbridge)	735.26	16.8	2023	Railway Overbridge
85	S G Highway Bridges	Approx. 14 locations			

## **SECTION: 6 DELIVERABLE, TIMELINE & PAYMENT PROCESS**

### 5.1 Project Deliverables, Time line and Payment Process

Sr No	Deliverables	Timeline	Payment	Penalty
1	<b>Site Survey &amp; Project Inception Report</b> Conduct site surveys to assess the installation locations and confirm the installation, power, network connectivity options. Prepare the installation sites, including securing necessary permits and permissions.	T-0 + 1 week	5% of CAPEX	INR 5,000 for every day of delay
2	<b>Successful Installation of required hardware at project site, testing and software integration</b>  Phase I – Priority 24 Locations (refer list of locations in section 5)	T-0 + 3 weeks	30% of CAPEX	INR 20,000 for every day of delay
3	<b>Successful Installation of required hardware at project site, testing and software integration</b>  Phase II – Remaining 60 Locations (refer list of locations in section 5)	T-0 + 12 weeks	35% of CAPEX	INR 10,000 for every day of delay
4	<b>Go-Live (T1)</b>  (Installation of all hardware, software components and User Acceptance Test)	T-0+16 weeks	20% of CAPEX	INR 5,000 for every day of delay
5	End of Defect Correction Period (Six months after Go-Live)		10% of CAPEX	
6	Start of O&M Phase (Post Go-Live – T1) Quarterly Progress Report	T1+ 3 months	25% of Annual OPEX on prorate basis for only components which has been given Go-Live	As per the SLA defined for O&M phase

Note:

- To is date of award of LOI/LOA/Work Order whichever is earlier i.e. start of the project.
- T1 is the date of start of operations after Go – Live based on the agreed and approved Implementation Plan with SCADL.
- The bidder shall be responsible for O&M of project during defect correction period; and may raise bill for payment with quarterly O&M phase bills.
- Total Project Duration – Implementation Period + 3 Years of O&M
- The payment will be done as per the quantities defined in the financial bid of this RFP.
- AMC/SCADL at its discretion may or may not give work order for any or all items quoted by the selected IA. The contract value, PBG, Scope of Work and other associated terms will be revised accordingly.
- AMC/SCADL may issue commissioning and Go-Live approval in parts for allotted work.
- Penalties shall be levied only for the reasons attributable to the implementing Bidder. Any risks/ issues foreseen by the implementing Bidder shall be brought to the notice of the SCADL immediately. If no such issues/risks are highlighted by the implementing IA, then it is expected that no delays will be there in the implementation schedule
- Part commissioning and Go-Live will be based on recommendations of AMC/SCADL for purpose of better use of deployed software and hardware solutions. In such cases the bidder will have to initiate the services for O&M phase and may raise the request of payment on quarterly basis.

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- In case of delay in project implementation phase, AMC/SCADL at its discretion may or may not increase the total duration of the project.
- The payment will be done as per the quantities defined in the financial bid of this RFP.

***Payment for additional items***

Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities (limited to thirty percent of quantity discovered in financial bid) as defined in the financial bid, implementation BIDDER will be required to arrange additional items.

Payment for such additional items will be done separately by SCADL.

In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation IA.

Payment mechanism to be followed for additional items is given below:

**CAPEX COMPONENT**

- 50% CAPEX payment on the successful delivery of additional item, post approval from SCADL
- 50% CAPEX payment on the successful installation of the additional item, post approval on the installation report.

**OPEX COMPONENT**

- OPEX part will be equally divided in remaining part of the quarterly payment during O&M.
- OPEX payment will be prorated based on the duration left in O&M. That is, if additional item is procured in 4th Quarter then OPEX will be paid for 17 quarters only (starting from 4th Quarter till 20th Quarter).



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## 5.2 Service Level Agreement & Penalty for O&M Phase

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

- The bidder needs to maintain a reliable database to monitor the project progress and their performance against the SLAs.
- Bidders need to report the compliance/non-compliance to SLAs on weekly and monthly basis.
- Bidder needs to deploy a system (web based or portal or mobile app or project management software) for monitoring the SLA (CAPEX and OPEX phase), real time project progress monitoring and should share access with designated officials from AMC/SCADL.
- Maximum penalty is restricted to 10% of the project cost. Non-compliance to SLA beyond the penalty limit may lead to termination of contract on discretion of AMC/SCADL.
- Penalties shall be levied only for the reasons attributable to the implementing Bidder. Any risks/ issues foreseen by the implementing Bidder shall be brought to the notice of the SCADL immediately. If no such issues/risks are highlighted by the implementing IA, then it is expected that no delays will be there in the implementation schedule

### ***SLA for Uptime - Availability of CITY SURVEILLANCE SYSTEM Pole, camera with Edge Device***

During the Operation & Management period the implementing IA is expected to keep the Technology and Performance levels above the specified level. It will be the responsibility of the implementing IA to design and code the software to ensure application is measurable in terms of uptime and performance

Sr No	Service level parameter	Baseline Metric	Penalty	Basis for measurement
1	Availability of Cameras	>90% per quarter	No penalty	Ticket Based Incident Management System by bidder.  The measurement of the service availability will be based on the reports generated through Management software & inspection by SCADL/AMC team and open source monitoring tools or by tools deployed by IA/client during the project.
		85-90% per quarter	5 % of quarterly payment of associated work	
		80 – 85%	10 % of quarterly payment of associated work	
		< 80%	May lead to contract termination	

### ***SLA for Operation, Maintenance & Support***

The application and hardware infrastructure is expected to be in running condition on all days (24\*7). If there is a system or software breakdown, all breakdown calls are to be resolved within specified time from the time of complaint made to IA O&M team. The resolution time is defined based on the criticality of the issue. It would be the responsibility of the successful IA to log issues / breakdowns related to all application, IT equipment supplied & network connections as part of this project under the scope of work with the respective OEMs.

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Sr No	Service level parameter	Resolution Time (per device)	Penalty	Basis for measurement
1	Hardware breakdown	within 24 hrs from the time of complaint	No penalty	Ticket Based Incident Management System by bidder. The measurement of the service availability will be based on the reports generated through monitoring tool deployed by bidder, complaint registered by users and discovered during inspection.
		Not resolved within 24-48 hours or standby not provided.	0.1 % of quarterly payment per instance	
		Not resolved / standby not provided. (after the first 48 hours)	0.2 % of quarterly payment per instance	
2	Software Breakdown - Resolution of Bugs/ Issues related to the Dashboard and Application Software	<= 4 Hrs	No penalty	Ticket Based Incident Management System by bidder. The critical issues/bugs will be logged and tracked through monitoring tool deployed by bidder.
		> 4 Hrs	0.025% of the quarterly payment deducted on a pro-rata basis for every hour of delay beyond the baseline metric.	

**SLA for O&M Manpower**

Functional Support				
Sr. No	Parameter	Metric	Penalty	Basis for measurement
1.	Attendance of Manpower as per AMC/SCADL office timing and leave rules	100% availability	No penalty	Bio-metric Attendance system deployed by bidder
		90%-99% availability	Rs. 1000 for every day of absence	
		<90% availability or standby not provided.	Rs. 2000 for every day of absence	
2.	Performance Rating	>= 4 (on a scale of performance rating from 1 to 5)	No penalty	Performance feedback rating system deployed by bidder. Bidder will have to deploy ticket management system and shall take performance feedback on each service. Overall avg. score will be counted for penalty deduction. In absence of rating from users, bidder shall take performance certificate from AMC/SCADL mentioning the rating
		>=Rating 3 to < 4 (overall avg. score for a quarter)	5 % of quarterly payment	
		< Rating 3 (overall avg. score for a quarter)	10% of quarterly payment	

Note:

- Penalties shall be levied only for the reasons attributable to the implementing IA. Any risks/ issues foreseen by the implementing BIDDER shall be brought to the notice of the SCADL immediately. If no

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such issues/risks are highlighted by the implementing IA, then it is expected that no delays will be there in the implementation schedule

- All works under or in course of execution or executed in pursuance of the contract shall at all times, be open to the inspection and supervision of AMC/SCADL or appointed representatives.
- If the BIDDER or his workmen, or servants shall break, deface injure or destroy any part of the building or work in question or work in question in/on which they may be working or any building, road, fence, enclosure or grass-land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall be done to the work from any cause whatever before completion of the work. The BIDDER shall make good the same at own expenses or in default, the AMC/SCADL may cause the same to be made good by other BIDDER and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the BIDDER or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.
- If any hardware has hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the vendor at no cost to SCADL within 10 days from the date of last failure. Till the replacement is provided, the original equipment has to be kept in running condition or else a standby provided and all services restored. However, penalties for breakdown as per SLAs defined in the tender will be applicable.
- The penalties as above will be recovered from any payment due to the Successful IA.

### **Partial/Full damage to hardware**

- a. Hardware installed through this Project would become an important public asset. During the contract period of the Project the BIDDER shall be required to repair / replace any equipment if stolen / damaged/faulty. Appropriate insurance cover must be provided to all the equipment supplied under this project
- b. In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control like Theft, intentional damage by mishandling, Fire etc., the BIDDER should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- c. In such a case the BIDDER will have to make provision for the supply of the new hardware against the lost/ damaged equipment/ component. Monthly rental of 5% of basic Hardware cost may be payable to the BIDDER for the equipment supplied as standby or SCADL may choose to procure new equipment at the same rates as is mentioned in the price bid. If the BIDDER does not provide standby equipment, the penalties for breakdown as per SLAs will be imposed.
- d. Service Engineers/ Representatives of BIDDER shall invariably carry their identity cards with them, without which they will not be allowed to access department Systems. Service Engineers of the BIDDER shall have access to the Computer Systems/ Backup Solution only after obtaining clearance from department authorized officials. No component of the System/ data/ log information will be taken out of department premises without clearance from authorized Officials of the department.

### ***Review of SLA Parameters***

The SLA design is based on the scope of services and operational aspects of Implementation IA. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of three months from the date of go-live of the Implementation IA. The purpose of this review is to reassess the SLAs based on the first three months' call volumes. SCADL, after thorough analysis of the monthly statistics monitored as per the above mentioned SLA parameters, may consider revision of the SLA parameters and update this agreement. And if the revision occurs, then the revised SLAs would be final and binding for the rest of the term of the contract.

## **SECTION: 6 GENERAL TERMS & INSTRUCTIONS TO THE BIDDERS**

## **6.1. Instructions to the bidder**

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- Every page of the proposal should necessarily be numbered and signed with seal.
- The bidder should not tamper the templates, and file types. If any additional information should be provided in a separate sheet where required.
- 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.
- 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.
- Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by SCADL.
- Any past projects where the bidder executed other works in addition to what is asked in Pre-Qualification Criteria in a single order, the bidder should consider only the value of asked project part and highlight only those components.

### **6.1.1 Purpose of Bid Document**

The purpose of this tender is to select bidder to RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.

In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process individually (the "Sole Firm") or as part of consortium in response to this invitation. The term "Bidder" means the Sole Firm/Lead bidder of consortium.

The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

### **6.1.2 Proposal Preparation Cost**

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 SCADL 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.

This Bid Document does not commit the SCADL 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 SCADL and may be returned at its sole discretion.

### **6.1.3 Late Bids**

The Bids received after the due date and the specified time (including the extended period if any) shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. PURCHASER shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained. PURCHASER reserves the right to modify and amend any of the above-stipulated condition/Criteria depending upon project priorities vis-à-vis urgent commitments.

For the online bid submission, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles, ensuring that the names/formats of the files to be uploaded are as per the e-tendering portal requirements, using the prescribed browser for upload etc. PURCHASER shall not entertain any bids which could not be uploaded or uploaded

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properly in the portal for whatsoever reasons.

#### 6.1.4 Queries (Online)

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, Bidder email. Email Id for submission of queries: smartcity@ahmedabadcity.gov.in.

The queries should necessarily be submitted in the following format:

Bidders Request for Clarification			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel: Mobile: Fax: Email:
S #	RFP Document Reference (Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			

Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be considered.

#### 6.1.5 Amendment of RFP Document

At any time before the deadline for submission of bids, the SCADL, 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 the, <https://amc.nprocure.com>, [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) on regular basis for checking necessary updates. SCADL 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 SCADL may, at its discretion, extend the last date for the receipt of Bids.

#### 6.1.6 SCADL's rights to terminate the selection process

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

This RFP does not constitute an offer by SCADL.

The bidder's participation in this process may result in SCADL 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 SCADL to execute a contract or to continue negotiations. SCADL may terminate negotiations at any time without assigning any reason.

#### 6.1.7 Right to reject any proposal

Notwithstanding anything contained in this RFP, SCADL 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.

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

General Rejection criteria:

- i. Conditional Bids - If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- ii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iii. Bids received after the prescribed time & date for receipt of bids;
- iv. Bids without signature of person (s) duly authorized on required pages of the bid;
- v. Bids without power of attorney / board resolution or its certified true copy.
- vi. Technical Rejection criteria
- vii. Bid not sealed and packaged in envelope as asked in RFP;
- viii. Bidders not complying with the Eligibility Criteria given in this Tender
- ix. Technical Bid containing commercial details;
- x. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- xi. 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;
- xii. 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;
- xiii. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- xiv. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;
- xv. Attempt by bidders to influence the decision of bid evaluation committee in unlawful manner or proved cause to obstruct the process of fair and transparent bid evaluation by authority.
- xvi. 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.
- xvii. During the bid process, if any information found wrong / manipulated / hidden in the bid.

#### **6.1.8 Discount**

The Bidders are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be considered for evaluation purpose. However, in the event of such an offer is found to be the lowest without considering the discount, the Purchaser shall avail such discount at the time of award of contract.

#### **6.1.9 Commercial Rejection Criteria**

- i. Incomplete price Bid;
- ii. Price Bids that do not conform to the Tender's price bid format;
- iii. Not submitting commercial bid online at <https://amc.nprocure.com>
- iv. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- v. 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.
- vi. Misrepresentation / improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then SCADL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of SCADL, including annulment of the Selection Process.

#### **6.1.10 Bid Fee and Earnest Money Deposit (EMD) and amount**

- The bidder should pay non-refundable Bid Fee of Rs. 18,000 /- (Rupees Eighteen Thousands only) in favor of "CEO, Smart City Ahmedabad Development Limited" payable at Ahmedabad, from Nationalized or Scheduled Banks except Co-operative Banks (as approved by Gujarat State Govt. and AMC), payable at Ahmedabad. The Bid fees shall be in the form of a Demand Draft.
- The bidder should also pay bid security Earnest Money Deposit (EMD) of Rs. 55,49,565 /- (Rupees Fifty Five lakhs Fourty Nine Thousands Five Hundred Sixty Five)

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- in form of Demand Draft or Bank Guarantee in favour of CEO, SCADL payable at Ahmedabad from Nationalized or Scheduled Banks except Co-operative Banks (as approved by Gujarat state govt. and AMC). payable at Ahmedabad. The EMD shall be in the form of DD or BG with validity of 180 days beyond the original validity period for the bid.
  - Bank Name –ICICI Bank
  - Branch – Ahmedabad Branch
  - IFCS –ICIC0000024
  - A/C No. - 002405501096
- No interest will be payable by the SCADL on the Earnest Money Deposit (EMD).
- In case bid is submitted without EMD or Bid fees as mentioned above then SCADL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- 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.
- 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
- The decision of SCADL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- 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.

#### **6.1.11 Sealing, Marking and Submission of Technical Bid**

The price bid must be submitted online on <https://amc.nprocure.com>. It should not be sent physically, if submitted physically the bid shall be rejected.

No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

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

- The Technical Bid must be sent to SCADL, strictly by Postal Speed Post or Registered Post or in person by the representative of the bidder. Documents received in any other manner or mode (like email) will not be considered.
  - Envelope 1: Tender fee (original DD) & Bid Security/Earnest Money Deposit (EMD) (original DD/BG)
  - Envelope 2: Eligibility documents for Pre-Qualification criterion with all annexures described in RFP
  - Envelope 3: Support documents for Technical Qualification evaluation with all annexures described in RFP
  - Envelope 4: Soft copy of Technical Bid in a Pen Drive
- All four envelopes should be packaged all together in big envelope with tender number.



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- Each page of the technical bid above should bear the initials of the applicant along with the seal of the Applicant in token of confirmation of having understood the contents. Also, each page of technical proposal should be numbered with a proper index.

Each Bidder shall submit only one proposal containing documents as below.

- i. Original DD/BG of the Bid fee & EMD
- ii. Pre-qualification Criteria related documents
- iii. 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.
- iv. Details of EMD & Tender fee shall be submitted in electronic format in a pen drive (by scanning) while uploading the bid. This submission shall mean that EMD & tender fees are received for purpose of opening the bid. Accordingly, offer/ tenders of those bidders whose EMD & tender fee is received electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/ Speed Post/in person so as to reach to registered office of SCADL. Punitive action shall be initiated for non-submission of EMD & Tender fees in original to registered office by bidder including abeyance of registration and cancellation of E-tendering code for one year.
- v. Proposal should be signed by an authorized person of the bidder. It 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 to the terms and conditions detailed in this proposal.
- vi. Tenders by partnership firm must be signed by all partners. The full name and addresses of all the partners shall be furnished. The tenders by Corporation/ Companies must be signed with the legal name of the Corporation/ Company by the president/ or by the secretary or other person or persons legally authorized to bind the Corporation/ Company in the matter
- vii. Proposals must be direct, concise, and complete. SCADL 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. SCADL reserves the right to accept or reject any or all the proposals without assigning any reason.
- viii. Following documents shall only be submitted in HARD COPY to SCADL, Ahmedabad by all bidders.
  - a. Earnest Money Deposit as mentioned in the tender
  - b. Tender Fees as mentioned in the tender
  - c. Affidavit on Non-Judicial Stamp Paper of Rs. 100/-

Note: The EMD and the tender fee details should match the Details of the Original EMD and the Tender Fee DD/BG, Failing which the bid shall be out rightly rejected

The large envelope must be sealed and super scribed containing above documents and shall be sent as under:

**Details to be mentioned exactly on sealed envelop**

Tender Details  
Notice No.:  
Tender Name  
Last date of Submission:

To,  
Chief Executive Officer  
Smart City Ahmedabad Development Limited,  
Command and Control Centre,  
Opp. Divan Ballubhai School, Nr. Sanskar  
Kendra, Paldi, Ahmedabad - 380007  
E-mail: smartcity@ahmedabadcity.gov.in,  
scadl.amc@gmail.com

The Bid must be sent strictly by Postal Speed Post or Registered Post AD or in person by the representative of the bidder to SCADL. Documents received in any other manner or mode (like courier, email etc.) will not be considered. SCADL won't be responsible for any postal delays.

SCADL 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.

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In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office: -

(n) Code solutions – A division GNFC Ltd.  
403, GNFC Infotower, Bodakdev, Ahmedabad – 380 054, Gujarat (India)  
Tel: +91 26857316/17/18 Fax: + 91 79 26857321  
E-mail: nprocure@gnvc.net Web-site: www.nprocure.com  
Toll Free: 1800-233-1010 (Ext. 501 & 512)  
For further particulars contact above office/ or visit on following websites:  
www.nprocure.com,  
www.amc.nprocure.com

### **6.1.12 General Instructions**

#### **a) Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and SCADL, 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. If any supporting documents submitted are in any language other than English, Notarized copy of the tranperformance standardstion of the same in English language shall be submitted by the bidder.

#### **b) 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 SCADL, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. SCADL will not take responsibility towards this. However, SCADL may provide necessary assistance, wherever possible, in this regard.

#### **c) 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, Authority 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 RFP Clause all respects.

#### **d) Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the Bidder has made a complete and careful examination of the Bidding Documents;

- received all relevant information requested from the Authority
- accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
- satisfied itself about all matters, things and information including matters herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- acknowledged and agreed that inadequacy, lack of completeness or in correctness of information provided in the Bidding Documents or ignorance of any shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
- acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

#### **e) Taxes**

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The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable.

### **GST**

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Selected vendor/Successful Bidder is bound to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by SCADL, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Selected vendor to the Competent Authority along with a Certificate from Chartered Accountant of Selected vendor/Successful bidder certifying that the amount of GST paid to the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/selected vendor, failing which, SCADL may recover the amount due, from any other payable dues with SCADL and decision of SCADL shall be final and binding on the Selected vendor/Successful Bidder in this regard. Further the non- payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Selected vendor/Successful Bidder Only, in no case SCADL shall be liable for the same.

### **f) 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.

### **g) Right to vary the scope of the work at the time of award**

SCADL 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 SCADL changed order.

### **h) Modification or Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify SCADL 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.

The notice of withdrawal shall:

Be addressed to SCADL at the address named in the bid Data Sheet,

Bear the Contract name, the <Title> and < bid No.>, and the words "bid Withdrawal Notice."

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.

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.

### **i) Work Order/ Purchase Order**

For all installations to be carried out in the AMC/SCADL under this contract, the contract will be signed with SCADL and the work order will be issued by the SCADL.

### **j) Validity Period of the Contract**

Upon selection of the bidder and the contract is made, the validity of the Bidder contract period would be valid till 3 Years after go-live, unless revoked for whatever reasons. If at any stage during the

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tenure of the period, it comes to the notice of SCADL, directly or through some other complaint, that the Bidder had misinterpreted the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Bidder, this agreement shall stand terminated immediately under intimation to the Bidder.

The contract would be subjected to review at the end of its validity period for renewal. If any need, necessities for such review during the validity period would be considered by SCADL on its merit.

**k) Quantity variation**

The quantity mentioned in the Commercial Bid format (Section 9) is only for indicative in nature. The actual quantity depends on the actual site survey conducted by the bidder and after same is approved by SCADL for installations at various locations.

**l) Price Variation**

During the validity of the contract including the extended period if any, if the Bidder supplied any item included in BoM of this RFP to any other department / organization / individual at a price lower than the price fixed in the contract, the bidder must voluntarily pass on the price difference with immediate effect.

**m) Governing Law**

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

**n) Restriction on Transfer of Agreement**

The Bidder shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter to the agreement to any third party or any sister-concerned firm within a group either in whole or in any part i.e., partnership/third party interest shall be created.

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.

**Terms and Conditions of the Tender**

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

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.

**o) Liability**

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

**p) Force Majeure**

In the event that any damages to items 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 SCADL. In such case, SCADL shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by SCADL to the successful Bidder on mutual understanding.

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated

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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 Bidder, not involving the Bidder's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

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, SCADL and the SI shall hold consultations with each other in an endeavor to find a solution to the problem.

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

**q) Safety Regulation, Accident and Damage**

The Bidder shall be responsible at his own cost in and relative to performance of the work and bidder to observe and to ensure observance by his Sub-selected vendors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other bidders, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the Bidder shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Bidder of his obligation aforesaid or upon any operation, act or omission of the bidder his Sub-selected vendor(s) or agent(s) or servant(s).

The Bidder's liabilities under Clause (a) and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Bidder is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Bidder has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the Bidder shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Bidder or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract prior written approval of SSCDL. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the SI. The SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to SSCDL.

**r) Ownership and Licenses**

The ownership of all hardware/software developed/customized/ configured/ procured as part of the project and related documentation for the project would always lie with the SMC/SSCDL. All licenses for software procured related to project have to be in the name of Ahmedabad Municipal Corporation. The bidder will be required to produce the Licenses/ATS/Warranty and other documents from the respective OEMs clearly mentioning the product name, quantity, duration, type of support, etc. The payment for the respective item will be subject to submission of the aforesaid documents to SMC/SSCDL.

**s) Conflict of Interest**

A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm's interest at the cost of Government. The Bidder agrees that it shall hold the SCADL'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 Bidder foresees a Conflict of Interest, the Bidder shall notify SCADL 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.

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

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

**t) General Clause related to Any Bidders/Sub-Selected vendor from a Country which shares a Land Border with India**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - a. Explanation—
    - b. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - c. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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4. Where no natural person is identified under i or ii or iii above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any selected vendor from a country which shares a land border with India unless such selected vendor is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

**u) Resolution of Dispute**

The SCADL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the SCADL/AMC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the SCADL and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Ahmedabad. 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.

**v) Dismantling and Reinstallation**

In case of dismantling and re-installation of hardware at project site due to reasons not attributed to vendor's performance, authority will reimburse the amount for dismantling and reinstallation work on submission of original bills and as per the rate discovered in commercial bid. Vendor will have to take prior approval from authority before executing such tasks. For the items, which is not discovered in price bid and is essential for project requirement, authority may take reference from other on-going projects at AMC/SCADL and market rate to finalise the rate for such items. However, it is the responsibility of vendor to execute the task of Dismantling and Reinstallation on request of authority.

**w) Electricity and Utility Connection**

The vendor shall be responsible for ensuring electricity connection and other utilities to make the device/hardware operational. Vendor responsibility involves making request for electricity/utility providing company, submission of requisite fee, test report, requisite certification, coordination, laying power cables and provisioning of requisite power points for all components in the scope of this project. Vendor shall be responsible for paying deposit and metering cost required for taking any electrical connections to concerned departments.

SI shall be responsible for laying last mile power cables and provisioning of requisite power points for all components in the scope of this project. SI shall be responsible for paying deposit and metering cost required for taking any electrical connections to concerned departments, this deposit shall be reimbursed by SCADL. Since this component has dependency on approval from other agencies, SI should plan this requirement well in advance & submit the application to the electricity provider through SCADL. Recurring charges (during the operational phase) for all the electricity consumption of field devices/components in the scope of this project will be paid by SCADL to directly electricity provider.

AMC/SCADL will appoint a nodal person to provide necessary guidance and support in this process.

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Authority will reimburse the cost on production of actual bill.

Since this component has dependency on approval from other agencies, vendor should plan this requirement well in advance & submits the application to DISCOM through AMC/SCADL. Recurring charges (during operational phase) for all the electricity/utility consumption of components in the scope of this project will be borne by AMC/SCADL but vendor will be responsible for coordination, informing authority to ensure timely payment of bills. Vendor will be responsible for maintenance of these electrical connections during the operational phase, and authority will reimburse material and labour cost for breakdowns on submission of original bills.

#### **x) Documentation of Project Outcomes**

The vendor shall be responsible for project documentation including case study, impact assessment report, success report, explanatory video and stakeholder benefit video, training material with project brief ppts (detail of requirement is mentioned in scope of Work section). This will help in educating project stakeholders about functions and benefit of the project. Also such material will be helpful in replicating the projects at other locations and submitting the documentation at national and international forum.

## **6.2 Performance Bank Guarantee**

- a. The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized or Scheduled Banks (approved by Gujarat State Govt. and AMC) except Co-operative Banks in favor of “CEO, Smart City Ahmedabad Development Limited” for the due performance and fulfilment of the contract by the bidder.
  - The successful bidder will submit an amount equivalent of 10% of the Project Value (CAPEX) for implementation phase. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
  - However, for Operation & Maintenance phase, the successful bidder will submit the yearly bank guarantee of amount equivalent of 10% of the Project Value (OPEX).
  - If the Bidder, fails to furnish the Performance Guarantee within stipulated time period, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
- b. The successful bidder shall maintain a valid and binding Performance Guarantee for implementation phase (CAPEX) for a period of three months after the completion of defect correction period. In the event of the Bidder being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per AMC/SCADL rules or/and cancel the contract or any part thereof.
- c. However, the yearly bank guarantee submitted during Operation & Maintenance phase, the successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the completion of yearly O&M period (“Validity Period”). In the event of the Bidder being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per AMC/SCADL rules or/and cancel the contract or any part thereof.
- d. The Performance Bank Guarantee letter format can be found in the Annexure of this document.
- e. 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.
- f. In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens, SCADL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of SCADL under the Contract in the matter, the proceeds of the PBG shall be payable to SCADL as compensation for any loss resulting from



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the Bidder's failure to complete its obligations under the Contract. SCADL 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.

- g. SCADL 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.
- h. Under this contract, wherever the selected vendor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD, SD, etc. Such F.D.R, bank guarantees, etc. shall be produced from any one of the approved bank as defined in Annexure-. During the contract period if the bank from which the PBG is submitted is removed from the list of approved bank, the selected bidder shall be required to replace the PBG and submit the PBG from the approved bank. The notification in this regard will be given to the selected bidder by AMC/SCADL and the same must be complied within 21 days of such notification

### **6.3 Additional Quantity/Change Request**

- g. SCADL reserves its right to award additional quantity of work order up to 25% of the original quantity (as per state and central govt. guideline) at the same price and terms and conditions quoted in original contract.
- h. SCADL also reserves right to award change request work order up to 25% of the original project cost for the work needed to execute the work defined in scope of work defined in original contract
- i. Payment for additional items
  - Based on the final project plan or during the project duration if there is need for additional items and Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities as defined in the financial bid, implementation bidder will be required to arrange additional items. Payment for such additional items will be done separately by SCADL.
- j. In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation Bidder. Payment mechanism to be followed for additional items is given below:
- k. CAPEX COMPONENT - 30% CAPEX payment on the successful delivery of additional item, post approval from SCADL and 70% CAPEX payment on the successful installation of the additional item, post approval on the installation report.
- l. OPEX COMPONENT - OPEX part will be equally divided in remaining part of the quarterly payment during O&M. OPEX payment will be prorated based on the duration left in O&M. That is, if additional item is procured in 4th Quarter then OPEX will be paid for 17 quarters only (starting from 4th Quarter till 20th Quarter).

### **6.4 Termination of Contract**

Termination of Contract SCADL 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 in the following ways.

- Termination by Default: for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: SCADL by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for SCADL's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.
- Termination for Non-Performance: If the SI fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (PERFORMANCE STANDARDS) 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.
- Termination for Insolvency/NCLT proceedings: The Department may at any time terminate the

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contract by giving written notice to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. Bidder agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the SCADL identified team in this case.

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

On failure of the SI to rectify such breach within 30 days, SCADL 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 SCADL. In such event the SI shall be liable for penalty/liquidated damages imposed by the SCADL. The performance Guarantee shall be forfeited by the SCADL.

### **Consequences of Termination**

- In the event of termination of this contract, SCADL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to SCADL 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.
- In the event of termination of this contract, SCADL shall have ownership over entire volume of delivered & installed software and hardware irrespective payment made to successful bidder.
- In the event of the SI being unable to service the contract for whatever reason, SCADL 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.
- SCADL 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
- All plans, drawings, specifications, designs, reports, other documents prepared by the Vendor and materials for which part delivery payment is made in the execution of the contract shall become and remain the property of SCADL/ AMC 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 SCADL/ AMC.

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## **Annexure 1: Technical Bid Format**

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

### Checklist for Technical Qualification Document

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

S.No.	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.) of Proposal
i.	Bid Processing Fee (DD) as per RFP		
ii.	Bid Security EMD (DD/BG) as per RFP		
iii.	Technical Proposal Packaged in Envelope with Pen Drive as per RFP		
iv.	Power of attorney / board resolution to the authorized Signatory of the RFP		
v.	Copy of Certificate of Incorporation/Registration certificate/ Shop & Establishment Certificate – Bidder & consortium partners (if any)		
vi.	Original or Notarized Copy of consortium partnership (if any)		
vii.	Copy of Audited Balance Sheet and Profit and loss statement for last three financial years Bidder & consortium partners (if any)		
viii.	Supporting Documents like Rent Agreement/ Electricity Bill / Self-Declaration on Company's Letter head to be submitted for Local Office in Ahmedabad. OR Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted – Bidder & consortium partners (if any)		
ix.	Copy of GST registration – Bidder & consortium partners (if any)		
x.	Copy of PAN registration – Bidder & consortium partners (if any)		
xi.	TQ 1: Bid Covering Letter		
xii.	TQ 2: Particulars of the Bidders		
xiii.	TQ 3: Details of Annual Turnover for last three financial years		
xiv.	TQ 4: Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years		
xv.	TQ 5: Declaration letter that the firm is not blacklisted by Central Government or any State Government organization / PSU in India at the time of submission of the Bid, in the format given in the RFP		
xvi.	TQ 6: Affidavit on Non-judicial Rs 100 stamp paper		
xvii.	TQ 7: Details of the similar projects executed		
xviii.	TQ 8: Solution Design		
xix.	TQ 9: Curriculum Vitae (CV) of Project Team		
xx.	TQ 10: Format for Authorization Letters from OEMs		
xxi.	TQ 11: Format for Bid Security EMD		
xxii.	Make & Model of all Hardware & Software components		
xxiii.	Compliance to Technical Specifications as mentioned in the RFP on OEM's Letterhead.		
xxiv.	Bill of Material without prices		

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xxiv.	Datasheets highlighting the Functional and Technical Specification parameters in each datasheet for compliances		
xxv.	Self-declaration by the Bidder duly signed and stamped by the authorized signatory - Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons		
xxvi.	Self-declaration by the Bidder duly signed and stamped by the authorized signatory - Not have their directors and officers 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.		

Note:

All technical bid document(s)/ details should be duly sealed & signed as required.

In case of the deviation in the authorization letter by the manufacturer & forwarding letter; the price bid of such bidder will not be opened.

Any conditional mention regarding any technical details or prices in any document(s)/ forwarding letter; price bid of such bidder will not be opened.

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**TQ\_1: Technical Bid Cover Letter**

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

Date: dd/mm/yyyy

To  
Chief Executive Officer,  
Smart City Ahmedabad Development Limited,  
Command and Control Centre,  
Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007  
E-mail: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)

Subject: RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City.

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

Dear Sir/ Madam,  
Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the "RFP Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City."  
We attach hereto our responses to Technical-Qualification & 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 SCADL 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 SCADL in its shortlisting process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 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.

Signature of Authorized Signatory (with official seal)

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

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## **TQ\_2: Bidder Information Format**

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

To whomsoever it may concern,

Please find below the details of bidder for participation in Selection of Bidder for RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City.

#	Particulars	Bidder
1	Name of the organization	
2	Type of Organization (Pvt. Ltd/ Public Limited)	
3	Address of Registered office	
4	Company Registration Details	
5	Date of Registration	
6	PAN	
7	GST	
8	Number of years of operations in India	
9	Authorized Signatory Name	
10	Authorized Signatory Designation	
11	Authorized Signatory Contact Details	
12	Authorized Signatory email ID	

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 3



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**TQ\_3: Bidders Annual turnover over in last 3 financial years**

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

Date: dd/mm/yyyy

To  
Chief Executive Officer,  
Smart City Ahmedabad Development Limited,  
Command and Control Centre,  
Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007  
E-mail: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)

Subject: RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City

Sir/ Madam,  
I have carefully gone through the Terms & Conditions contained in the RFP Document Selection of Bidder for RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City.

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization

#	Details	FY 2015-16 (i)	FY 2016-17 (ii)	FY 2017-18 (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Bidder				

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

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 3 of RFP.

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

**TQ\_4: Auditor's/CA Certificate for turnover for bidder**

Date: dd/mm/yyyy

To

Chief Executive Officer,

Smart City Ahmedabad Development Limited,

Command and Control Centre,

Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007

E-mail: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)

This is to certify that the Annual Turnover as per books and records of \_\_\_\_\_ for the following financial years are as under.

#	Financial Year Ending	Annual Turnover (INR)
1.	31st March, 2019	
2.	31st March, 2020	
3.	31st March, 2021	
	Average Turnover	

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

Yours Sincerely,

Signature of Auditor (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

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**TQ\_5: Self-Declaration – No Blacklisting**

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

Date: dd/mm/yyyy

To  
To  
Chief Executive Officer,  
Smart City Ahmedabad Development Limited,  
Command and Control Centre,  
Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007  
E-mail: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)

Sir/Madam,  
In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad 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 during last five years, from date of this bid submission.

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

Name of the Bidder :  
Authorized Signatory :  
Seal of the Organization:  
Business Address :  
Date :  
Place :

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

**TQ\_6: Affidavit**

(The affidavit format as indicated below to be furnished on non-judicial stamp paper of Rs: 100 and duly notarized)

Name of work: RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City.

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ..... nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, from the date of this bid submission.
3. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SCADL to verify our statements or our competence and general reputation.
4. The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the SCADL.
5. The SCADL and its authorized representative are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.
6. My/ our offer shall not be considered in case of fake/ forged document(s) found during verification at any stage or at any stage of contract. I/ We are agreed to whatever action (s) taken by competent authority of corporation in the aforesaid circumstances such as forfeiture of security deposit and debaring from participation in future tenders for the period/ years as deemed fit by the corporation and informing the same to all other state/ central level Government/ semi government organizations.

\_\_\_\_\_  
Signed by the Authorized Signatory of the firm

Title of the office: \_\_\_\_\_

Name of the firm: \_\_\_\_\_

Date: \_\_\_\_\_

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### TQ\_7: Details of experience

Date: dd/mm/yyyy

To  
To  
Chief Executive Officer,  
Smart City Ahmedabad Development Limited,  
Command and Control Centre,  
Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007  
E-mail: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com).

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City".  
I hereby declare that below are the details regarding relevant work that has been taken up by our company.

Assignment Name:	
Location:	Approx. Value of Services:
Name of Client:	Duration of assignment (months):
Client Contact Person, Title/Designation, Tel. No./Address:	Total No. of Beneficiary from the system:
Start date (month/year):	Total No of client end users:
Completion date (month/year):	No. of professional staff-months provided by your firm/organization for the proposed Solution:
Description of Project:	
Description of Actual Services provided:	
Mandatory Supporting Documents:	
Work order / Contract for the project/ Purchase Order	
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 :

**TQ\_8: Solution Design**

S.No.	Chapters of Technical Proposal	Description
<b>Chapter 1: About Bidder</b>		
1.1		
1.2		
1.3		
1.4		
1.5		
1.6		
<b>Chapter 2: Understanding of Scope of Work and Approach of Bidder for Implementation</b>		
2.1		
2.2		
2.3		
2.4		
2.5		
2.6		
2.7		
2.8		
2.9		
2.10		
2.11		
2.12		
<b>Chapter 3: Approach &amp; Methodology for Deliverables</b>		
3.1		
3.2		
3.3		
3.4		
3.5		
3.6		
3.7		
3.8		
3.9		
3.10		
3.11		
3.12		
<b>Chapter 4: Expectation of Bidder from Authority</b>		
<b>Chapter 5: Annexures</b>		

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**TQ\_9: Curriculum Vitae (CV) of Project Team**

S.No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) - (Excellent/Good/Fair)
10	Number of years of experience	
11	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From [Year]: _____ To [Year]: _____ Employer: Positions held:
12	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
13	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

SIGNATURE: .....

DATE OF SIGNING: Day Month Year

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**Format for Unpriced Bill of Material**

The Bidder should provide the proposed Bill of Material (BoM) here. Bidder should refer to the Indicative BoM provided in the Volume II of this tender and should reproduce the same here. Kindly note that any additional items required should be clearly mentioned under ‘additional line items’ category towards the end of this table. Also note that details of the make/brand and model against each line item, wherever applicable, should be mentioned. The Bidder may add any additional line item (with adequate details) in the proposed BoM table below (towards the end of the table), that may be required to fulfil the tender and project requirements in totality. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

**Unpriced Bill of Material for all components**

Unpriced Bill of Material						
#	BoM Line Item	Unit of measurement	Quantity Proposed (repeat the indicative quantity as provided in RFP)	Make / Brand	Model Details	Full Compliance with RFP Requirements (Yes / No)
1						
n						

Information about all software components being proposed

#	Software Component	Product Name version and technology	Module	Sub-module	Function / Purpose of the line item
1					
n					
	Bidder to add lines as required				



RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

### **TQ 10: Format for Authorization Letters from OEMs**

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

Date: dd/mm/yyyy

To

To

Chief Executive Officer,

Smart City Ahmedabad Development Limited,

Command and Control Centre,

Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007

E-mail: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)

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

**Subject: Authorization of <company name of Bidder> to Supply and Provide Services of our Products/ Equipment/ Solution for RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City**

Sir,

1. This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the Products/ Equipment/ Solution listed below.
2. I/We confirm that <name of Bidder> have due authorization from us to supply our Products/ Equipment/ Solution and provide services to PURCHASER, for our Products/ Equipment/ Solutions listed below as per Request for Proposal (tender) document relating to Selection of Master Bidder (MSI) for Implementation and Maintenance of ICT Initiatives Under Nirbhaya Project for Ahmedabad City We further endorse the warranty and contracting terms provided by bidder to PURCHASER.
3. I/We also undertake that we will provide support to PURCHASER in quality of deliverables and in ensuring that the solution is implemented in the best of ways by exploiting all the capabilities offered by the solution, to meet the requirements of PURCHASER.
4. We herewith certify that the Products/ Equipment/ Solutions quoted by us are not end of the life and we hereby undertake to support this Products/ Equipment/ Solutions for the contract duration of min 3 years 6 months from the date of Submission of the Bid).

Sr. No.	Name of Products/ Equipment/ Solution as per RFP	Proposed Products/ Equipment/ Solution with brand, model & part number	OEM warranty	Remarks

CC: Bidder's corporate name

Yours faithfully,

(Signature of the Authorized Signatory

from OEM)

Name

Designation

Seal.

Date:

Place:

Business Address:

(Signature of the Authorized Signatory

Bidder)

Name

Designation

Seal.

Date:

Place:

Business Address:

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### **TQ 11: Bank Guarantee format for EMD**

#### **FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

In consideration of the ..... (*Insert name of the Bidder*) submitting the Bid *inter alia* For RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City, for meeting the terms and conditions in response to the RFP DOCUMENT ----- dated ----- issued by **Smart City Ahmedabad Development Limited** (“SCADL”), and SCADL agreeing to consider the Bid of ..... [*Insert the name of the Bidder*] in accordance with the terms of the E-BID DOCUMENT, the ..... (*Insert name and address of the bank issuing the Bid Bond, and address of the head office*) (Here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to SCADL or its authorized representative at ..... [*Insert Name of the Place from the address of SCADL*] forthwith on demand in writing from SCADL or any representative authorized by it in this behalf an amount not exceeding Rupees ..... on behalf of M/s. .... [*Insert name of the Bidder*].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ..... (*Insert date of validity of Earnest Money Deposit in accordance with the terms of reference of the E-BID DOCUMENT*) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees ..... (Rs.....). SCADL or its authorized representative shall be entitled to invoke this Guarantee until ..... [*Insert Date, which is six months after the date in the preceding sentence*]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from SCADL or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SCADL or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require SCADL or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SCADL or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be payable at Ahmedabad.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at ..... shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

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This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, SCADL or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by SCADL or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that SCADL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees --- -----and it shall remain in force until ..... [Date to be inserted on the basis of Terms of Reference of the E-BID DOCUMENT], with an additional claim period of 6 (six) months thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if .....SCADL or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this .....day of ..... at .....

**Witness:**

Signature	Signature
Name	Name
Address	Address
Designation with Bank Stamp Signature	Designation with Bank Stamp Signature

Name and address

Attorney as per power of attorney No. ....

For:..... [Insert Name of the Bank]

**Banker's Stamp and Full Address:**

Dated this ..... day of ..... 2019.

Note: The Stamp Paper should be in the name of the Executing Bank

## **Annexure 2: Commercial Bid Format & Instructions**

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

## **2.1 Commercial Bid Cover Letter**

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

Date: dd/mm/yyyy

To

To

Chief Executive Officer,

Smart City Ahmedabad Development Limited,

Command and Control Centre,

Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi, Ahmedabad - 380007

E-mail: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)

Subject: RFP for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City.

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

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "Selection of Bidder for RFP Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City" do hereby propose to provide services as specified in the Bid Document referred above.

### **PRICE AND VALIDITY**

All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration. We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### **DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

### **QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

### **BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

### **CONTRACT PERFORMANCE GUARANTEE BOND**

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

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

Thanking you,  
Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

## 2.2 Bill of Material

Sr no	Component
1	Bullet Camera (4MP)
2	Internet Connectivity for each location with necessary digging, cabling and ROP
3	Electricity connection for each location with necessary digging, cabling and ROP
4	Memory Card
5	POE Switch (8 Channel switch)
6	Electric cable (3 core - 2.5 sqmm)
7	Switch & socket
8	Outdoor CAT 6 cable
9	RJ 45 connectors
10	Stabiliser
11	Cooling Mechanism Rack with PDU
12	Pole Mount CCTV Clamp with Rings
13	Flexible Wired Pipe
14	GI wire - Rubber insulator - Screws & Nuts
15	Silicon Gel
16	Pest Proofing
17	Earthing
18	ELCB for GEB
19	CCTV Notice Board
20	Pole
21	Transportation
22	Digging, Piping & Re-filling, including Digging for Electrical Cabling
23	Video Management Software license
24	Networking Cost (Passive Component)
25	Cloud Based Data Server and Storage
26	Miscellaneous Expenses

### **2.3 General instructions for Commercial Bid**

- i. Bidder should provide all prices as per the prescribed format under this Annexure.
- ii. All the prices are to be entered in Indian Rupees (INR) only
- iii. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties including GST and with excluding GST both.
- iv. All prices should be inclusive of all required accessories/parts, installation charges and 3 years onsite repair warranty and comprehensive annual maintenance.
- v. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- vi. The bidder will have to arrange for storage of the goods at his own cost for storage of any items supplied as part of this scope of work.
- vii. SCADL reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- viii. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' (limited to thirty percent of quantity described in commercial bid) for respective items including license fee, if any. The unit-rates discovered shall be valid for duration for 3 years 6 months from the date of opening of the financial bid.
- ix. SCADL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this potential demand and give the best possible rate to SCADL.
- x. Line items mentioned in the Commercial Formats are for representation purpose and SI may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
- xi. No escalations of prices will be considered under any circumstances.
- xii. Warranty Period is defined as 3 years from the date of Go-Live of the complete system in working condition to the end user. The bidder shall be responsible to maintain the system up to 3 years 6 months which includes 5 year of onsite repair warranty and comprehensive Annual maintenance.
- xiii. The bidders may visit the site and obtain additional information at their own cost and responsibility.
- xiv. SCADL to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on SCADL's discretion.
- xv. During the payment stage, SCADL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- xvi. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
- xvii. For the purpose of evaluation of Commercial Bids, SCADL 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.
- xviii. In case of repeat of same item in commercial bid, the least price quoted by bidder shall be considered while placing additional order.
- xix. The Contract Price shall be firm and not subject to any alteration.
- xx. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
- xxi. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
- xxii. The rate/cost quoted for AMC and price discovery elements would be considered for additional procurement/payment in future.
- xxiii. Wherever present, the items mentioned as Lump Sum in above table will have quantity as 1 in the BoQ, the bidder should consider the same as Lump Sum and submit the commercials.



RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

#### 2.4 Commercial Bid Format

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.

This price bid has been prepared for price identification 53 locations. Based on mutual agreement and discovered price more locations (as defined in section 5) can be allotted to the bidders.

Electricity Cost in O&M – Electricity cost during O&M phase will be reimbursed to bidders on actual basis. The bidder will have to make payment and submit the actual electricity bill for reimbursement.

Assumptions -:

- 6 IP Cameras at each location =  $53 * 6 = 318$
- Individual pole for each cameras = 318
- One Junction Box will fulfill the requirement of two cameras placed on each side of road =  $318 / 2 = 159$
- One Electricity Connection will fulfill the requirement of two cameras placed on each side of road =  $318 / 2 = 159$
- One Network Bandwidth Connectivity will fulfill the requirement of two cameras placed on each side of road =  $318 / 2 = 159$
- Dismantling & Reinstallation cost has been kept for cost discovery purpose for future requirement (bidders are advised to put reasonable and justifiable pricing)

#### A. Capital Expenditure (CAPEX)

A Capital Expenditure (CAPEX)							
#	Description	Unit of Measurement	Quantity (A)	Unit Rate (excluding GST) (INR) (B)	Unit Rate (including GST) (INR) (C)	Total (excluding GST) (INR) (D=A*B)	Total (including GST) (INR) (E=A*C)
1	IP based bullet cameras (4MP) with necessary licenses for VMS and other software	Nos	318				
2	SITC of fixed poles for cameras and edge equipment (sign board, pre-cast, earthing with pole mounted junction box etc.)	Nos	318				
3	Pole mounted Junction Box with industrial grade switch (8 port), voltage stabilizer, surge protection power strip and other associated components	Nos	159				
4	Provisioning of Electrical Power with Application to Utility Company, Digging, Piping & Re-filling, including Digging for Electrical Cabling	Nos	159				
5	Standardized Signage for CCTV Pole	Nos	318				

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

<b>A Capital Expenditure (CAPEX)</b>							
#	Description	Unit of Measurement	Quantity (A)	Unit Rate (excluding GST) (INR) (B)	Unit Rate (including GST) (INR) (C)	Total (excluding GST) (INR) (D=A*B)	Total (including GST) (INR) (E=A*C)
6	Integration of newly proposed network with existing Ahmedabad Smart City network Data center located at Paldi	Nos	1				
7	Provisioning of Internet Connectivity with Application to Utility Company, Digging, Piping & Re-filling, including Digging for Electrical Cabling	Nos	159				
8	Dismantling Cost of Pole with Cameras and all accessories	Nos	1				
9	Reinstallation Cost of Pole with Cameras and all accessories	Nos	1				
<b>Total CAPEX (excluding GST) in figure</b>							
<b>Total CAPEX (including GST) in figure</b>							

### B. Operational and Maintenance Expenditure (OPEX)

The total OPEX cost needs to be at-least 40% of total project cost, failing which the bidder submission may be rejected after 4 due diligence and approval of bid evaluation committee.

Sr.	Item Description	Units of Measurement	Quantity	Total 1st Year Rate (excluding GST) (INR)	Total 2nd Year Rate (excluding GST) (INR)	Total 3rd Year Rate (excluding GST) (INR)	Total 1st Year Rate (including GST) (INR)	Total 2nd Year Rate (including GST) (INR)	Total 3rd Year Rate (including GST) (INR)
1	Internet & bandwidth Connectivity Cost	Annual Data Charges	159						

RFP for Selection of Agency for the Supply, Installation, Testing, Commissioning (SITC) and Operation & maintenance of Surveillance Cameras in Ahmedabad city.

Sr.	Item Description	Units of Measurement	Quantity	Total 1st Year Rate (excluding GST) (INR)	Total 2nd Year Rate (excluding GST) (INR)	Total 3rd Year Rate (excluding GST) (INR)	Total 1st Year Rate (including GST) (INR)	Total 2nd Year Rate (including GST) (INR)	Total 3rd Year Rate (including GST) (INR)
2	Cloud Based Data Server and Storage Cost	Annual Cloud Subscription Charge	1						
3	Project Manager: Annual salary	Annual Salary	1						
4	Technical Operator Software: Annual salary	Annual Salary	1						
5	Technical Operator Field Devices: Annual salary	Annual Salary	1						
6	Annual O&M of hardware and software with inventory, troubleshooting, maintenance	Annual Maintenance	1						
	<b>Total for 3 Years (in Figures) excluding GST</b>								
	<b>Total for 3 Years (in Figures) including GST</b>								

**C. Commercial Bid Summary**

<b>S.No.</b>	<b>Commercial Bid Summary</b>	<b>Total Cost (Excluding GST) (INR) (A)</b> <i>(with Taxes &amp; levies if any applicable)</i>	<b>Total Cost (Including GST) (INR) (B)</b> <i>(with Taxes &amp; levies if any applicable)</i>
1	CAPEX		
2	OPEX		
Total Project Cost (INR)			
Total Project Cost In words			

L1 bidder will be decided based on price quoted in column B. Any bidder who is quoting wrong or untruthful GST (other than defined by GoI at time of bidding) may be disqualified.

## **Annexure 3: Agreement Format**

RFP for Selection of System Integrator for Implementation of Land Encroachment Monitoring System (LEMS) in Ahmedabad City.

### **ANNEXURE- I: Undertaking**

**(The Undertaking as per following format on non-judicial stamp paper of Rs. 100/- is to be furnished by selected vendor / successful bidder when asked by SCADL after opening of tenders/Price bid.)**

**Name of Work:** Selection of Bidder for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City.

**Ref:** Tender Notice No. \_\_\_\_\_

Respected Sir

We had participated for the above-mentioned work and we were qualified for the Criteria mentioned in the subjected works tender.

Upon asked by SCADL, we hereby give our consent with this undertaking to carry out and execute the works of Implementation of City Surveillance System in Ahmedabad City.  
in Ahmedabad city, if the same is awarded to \_\_\_\_\_ above/below the estimated rates.

We hereby agree and abide ourselves and assure SCADL that we will not deny to carry out and execute the work if the same is awarded to us by the competent authority of SCADL at above mentioned rates and terms mentioned in the subjected work's tender, failing which, competent authority of SCADL may take penalty actions like disqualifying or debarring us for future works of SCADL for the period as decided by SCADL upon their discretion, or any other action as decided by competent authority of SCADL.

This undertaking will remain in force up to .....

**Sign and Stamp of Selected vendor / Successful Bidder.**

## **ANNEXURE- II: Master Service Agreement**

(To be printed on Rs. 100/- Stamp Paper)

This **AGREEMENT** is made at \_\_\_\_\_, Ahmedabad, Gujarat on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, BETWEEN

-----, hereinafter referred to as "**Client**", or "**SCADL**" (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 or partnership firm registered under Indian Partnership Act 1932 or Proprietary Firm having its registered office at -----, hereinafter referred to as "**Service Provider**" or "**SP**" or "**Vendor**" or "**Bidder**", (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the **SECOND PART**.

Whereas SCADL has envisaged the Selection of Bidder for (Hereinafter referred to as the "**Project**"); and whereas SCADL published the RFP for Selection of Bidder for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City;

And whereas M/s. ----- has submitted its proposal for "Selection of Bidder for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City.";

*AND whereas SCADL 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 SCADL 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) "SCADL" means Smart City Ahmedabad Development Limited;
- (b) "Contract" means this Agreement entered into between SCADL and the Bidder including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Bidder" means M/s. ----- interchangeably referred to as "Bidder" in the contract; and
- (d) "RFP" means the Tender Published by SCADL (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) "Go Live or successful completion of implementation of the project" date means the day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of SCADL.
- (f) "Deliverable" means any action / output generated by the Bidder while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work.

- (g) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the Bidder for this Project.

## 2. Interpretation

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

- this Agreement;
- Scope of Services for the Service Provider (hereby annexed as **Annexure I**)
- Detail Commercial proposal of the Service Provider accepted by SCADL (hereby annexed as **Annexure II**)
- Clarification & Corrigendum Documents published by SCADL subsequent to the RFP for this work (hereby annexed as **Annexure III**)
- RFP Document of SCADL for this work (hereby annexed as **Annexure IV**)
- LoI issued by the SCADL to the successful bidder (hereby annexed as **Annexure V**); and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as **Annexure VI**).
- Payment Terms (hereby annexed as **Annexure VII**).

## 3. Term of the Agreement

The term of this agreement shall be a period of 3 years (inclusive 3 years of warranty) post Go-Live of the project.

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Service Provider, SCADL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 3 years post 3 months of successful running of complete network. (Note: Delay caused due to any reason not in control of the *Bidder* could not be attributed to the project period.)

SCADL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 3 years of post-implementation period. Terms and conditions of such an extension shall be prepared by SCADL and finalized in mutual discussion with the *Bidder*.

## 4. Payment Schedule & Milestone

The Payment Schedule & Milestone is as per the RFP and subsequent Addendum & Corrigendum released, if any. The same will form as Annexure of the Contract

## 5. Scope Extension

SCADL reserves right to extend the scope of services for the price & timelines as given in Annexure I & Annexure to this Agreement.

## 6. Use & Acquisition of Assets during the term

Service Provider shall



RFP for Selection of System Integrator for Implementation of Land Encroachment Monitoring System (LEMS) in Ahmedabad City.

- take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the bidder exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the Bidder or AMCs or SCADL) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the SCADL however, the Service Provider would be custodian of the same during the entire contract period including O & M and would take care of all damage, insurance, theft etc.
- Maintain sufficient spare inventory at all times, for all items of importance;
- keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP
- ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the bidder will be followed by the Bidder & any person who will be responsible for the use of the Asset;
- take such steps as may be recommended by the manufacturer of the Assets & notified to the bidder or as may be necessary to use the Assets in a safe manner;
- provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- To the extent that the Assets are under the control of the bidder, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to SCADL/AMC 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;
- Obtain a sign off from SCADL or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of the Assets shall vest with SCADL on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with SCADL upon creation of such asset. Bidder shall not use SCADL data to provide services for the benefit of any third party, as a service bureau or in any other manner. If damage to the assets is found unacceptable to the SCADL, then corresponding penalty/liquidated damages shall be recovered from Bidder from the fees payable.

## **7. 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 SCADL, failing which it will have to

bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. SCADL will not take responsibility towards this. However, SCADL may provide necessary assistance, wherever possible, in this regard.

## **8. Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the Bidder has made a complete and careful examination of the Bidding Documents;

- received all relevant information requested from the Authority
- accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
- satisfied itself about all matters, things and information including matters herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
- acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

## **9. Taxes**

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable.

### **GST**

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Selected vendor/Successful Bidder is bound to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by SCADL, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Selected vendor to the Competent Authority along with a Certificate from Chartered Accountant of Selected vendor/Successful bidder certifying that the amount of GST paid to the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/selected vendor, failing which, SCADL may recover the amount due, from any other payable dues with SCADL and decision of SCADL shall be final and binding on the Selected vendor/Successful Bidder in this regard. Further the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Selected vendor/Successful Bidder Only, in no case SCADL shall be liable for the same.

### **y) 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.

**z) Right to vary the scope of the work at the time of award**

SCADL 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 SCADL changed order.

**aa) Modification or Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify SCADL 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 to the deadline for submission of bids.

The notice of withdrawal shall:

Be addressed to SCADL at the address named in the bid Data Sheet,

Bear the Contract name, the <Title> and < bid No.>, and the words "bid Withdrawal Notice."

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.

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.

**10. Work Order/ Purchase Order**

For all installations to be carried out in the AMC/SCADL under this contract, the contract will be signed with SCADL and the work order will be issued by the SCADL.

**bb) Validity Period of the Contract**

Upon selection of the bidder and the contract is made, the validity of the Bidder contract period would be valid till 3 Years after go-live, unless revoked for whatever reasons. If at any stage during the tenure of the period, it comes to the notice of SCADL, directly or through some other complaint, that the Bidder had misinterpreted the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Bidder, this agreement shall stand terminated immediately under intimation to the Bidder.

The contract would be subjected to review at the end of its validity period for renewal. If any need, necessities for such review during the validity period would be considered by SCADL on its merit.

**cc) Quantity variation**

The quantity mentioned in the Commercial Bid format (Section 9) is only for indicative in nature. The actual quantity depends on the actual site survey conducted by the bidder and after same is approved by SCADL for installations at various locations.

**dd) Price Variation**

During the validity of the contract including the extended period if any, if the Bidder supplied any item included in BoM of this RFP to any other department / organization / individual at a price lower than the price fixed in the contract, the bidder must voluntarily pass on the price difference with immediate effect.

**ee) Governing Law**

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

**11. Restriction on Transfer of Agreement**

The Bidder shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter to the agreement to any third party or any sister-concerned firm within a group either in whole or in any part i.e., partnership/third party interest shall be created.

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.

## **12. Terms and Conditions of the Tender**

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

## **13. Liability**

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

## **14. Force Majeure**

In the event that any Damages to items due to Vandalism (physical Majeure attack by public, tampering of equipment by SCADL / SCADL 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 SCADL. In such case, SCADL/AMC shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by SCADL to the successful Bidder less of insurance proceeds if need of replacement so arise then replacement shall be on tender rates only.

The Service Provider 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 Service Provider, not involving the Service Provider's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify the SCADL, in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. SCADL, or the consultant / committee appointed by the SCADL shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the SCADL in writing, the Bidder 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, SCADL and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the SCADL shall be final

and binding on the Bidder

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its 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 Bidder, not involving the Bidder's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

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, SCADL and the SI shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding anything to the contrary mentioned above, the decision of the SCADL shall be final and binding on the SI.

### **15. Safety Regulation, Accident and Damage**

The Bidder shall be responsible at his own cost in and relative to performance of the work and bidder to observe and to ensure observance by his Sub-selected vendors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other bidders, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the Bidder shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Bidder of his obligation aforesaid or upon any operation, act or omission of the bidder his Sub-selected vendor(s) or agent(s) or servant(s).

The Bidder's liabilities under Clause (a) and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Bidder is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Bidder has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the Bidder shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Bidder or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract prior written approval of SSCDL. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the SI. The SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to SSCDL.

### **16. Ownership and Licenses**

The ownership of all hardware/software developed/customized/ configured/ procured as part of the project and related documentation for the project would always lie with the SMC/SSCDL. All licenses for software procured related to project have to be in the name of Ahmedabad Municipal

Corporation. The bidder will be required to produce the Licenses/ATS/Warranty and other documents from the respective OEMs clearly mentioning the product name, quantity, duration, type of support, etc. The payment for the respective item will be subject to submission of the aforesaid documents to SMC/SSCDL.

### **17. Conflict of Interest**

A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm's interest at the cost of Government. The Bidder agrees that it shall hold the SCADL'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 Bidder foresees a Conflict of Interest, the Bidder shall notify SCADL 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. SCADL requires that the Bidder provides professional, objective, and impartial advice and at all times hold the SCADL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

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

### **18. General Clause related to Any Bidders/Sub-Selected vendor from a Country which shares a Land Border with India**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" means:
  - h. An entity incorporated, established or registered in such a country; or
  - i. A subsidiary of an entity incorporated, established or registered in such a country; or
  - j. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - k. An entity whose beneficial owner is situated in such a country; or
  - l. An Indian (or other) agent of such an entity; or
  - m. A natural person who is a citizen of such a country; or
  - n. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - a. Explanation—
    - b. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - c. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

6. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
7. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
8. Where no natural person is identified under i or ii or iii above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
9. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any selected vendor from a country which shares a land border with India unless such selected vendor is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

### **19. Resolution of Dispute**

The SCADL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the SCADL/AMC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the SCADL and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Ahmedabad. 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.

If the Bidder doesn't agree with the opinion of the CEO, SCADL, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by SCADL/ AMC and the other one to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Ahmedabad.

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.

### **20. Dismantling and Reinstallation**

In case of dismantling and re-installation of hardware at project site due to reasons not attributed

to vendor's performance, authority will reimburse the amount for dismantling and reinstallation work on submission of original bills and as per the rate discovered in commercial bid. Vendor will have to take prior approval from authority before executing such tasks. For the items, which is not discovered in price bid and is essential for project requirement, authority may take reference from other on-going projects at AMC/SCADL and market rate to finalise the rate for such items. However, it is the responsibility of vendor to execute the task of Dismantling and Reinstallation on request of authority.

## **21. Electricity and Utility Connection**

The vendor shall be responsible for ensuring electricity connection and other utilities to make the device/hardware operational. Vendor responsibility involves making request for electricity/utility providing company, submission of requisite fee, test report, requisite certification, coordination, laying power cables and provisioning of requisite power points for all components in the scope of this project. Vendor shall be responsible for paying deposit and metering cost required for taking any electrical connections to concerned departments.

SI shall be responsible for laying last mile power cables and provisioning of requisite power points for all components in the scope of this project. SI shall be responsible for paying deposit and metering cost required for taking any electrical connections to concerned departments, this deposit shall be reimbursed by SCADL. Since this component has dependency on approval from other agencies, SI should plan this requirement well in advance & submit the application to the electricity provider through SCADL. Recurring charges (during the operational phase) for all the electricity consumption of field devices/components in the scope of this project will be paid by SCADL to directly electricity provider.

AMC/SCADL will appoint a nodal person to provide necessary guidance and support in this process. Authority will reimburse the cost on production of actual bill.

Since this component has dependency on approval from other agencies, vendor should plan this requirement well in advance & submits the application to DISCOM through AMC/SCADL.

Recurring charges (during operational phase) for all the electricity/utility consumption of components in the scope of this project will be borne by AMC/SCADL but vendor will be responsible for coordination, informing authority to ensure timely payment of bills. Vendor will be responsible for maintenance of these electrical connections during the operational phase, and authority will reimburse material and labour cost for breakdowns on submission of original bills.

## **22. Documentation of Project Outcomes**

The vendor shall be responsible for project documentation including case study, impact assessment report, success report, explanatory video and stakeholder benefit video, training material with project brief ppts (detail of requirement is mentioned in scope of Work section). This will help in educating project stakeholders about functions and benefit of the project. Also such material will be helpful in replicating the projects at other locations and submitting the documentation at national and international forum.

## **23. Consortium Conditions**

Consortium is allowed for maximum of two (2) parties. Collectively they should meet the aggregate requirement for financial and technical capability for eligibility. Original or Notarized Copy of consortium partnership with clearly defined stake and scope of each partner. Lead bidder of consortium will have overall responsibility for execution of work defined in RFP and meeting the performance criterion.

These points shall also be captured in agreement.

- 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. However, if any consortium member fails to execute the work defined in RFP the lead bidder shall be liable to fulfil the contractual obligation. In event where lead bidder is not able to deliver the work (or part of the work) as per the expected timeline and performance and it is adversely impacting implementation and operation of the project then authority may its sole discretion in the interest of the project (1) Terminate the Contract after due process and/or (2) Provide a binding solution.
- 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 SCADL only.
  - vii. The final Contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the SCADL. SCADL 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 SCADL. 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 as serious breach by the SCADL as it can affect an important public service. Such unilateral action by the implementing agency shall entitle SCADL 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 SCADL'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 SCADL intends to proceed for Termination on account of IA/bidder, 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. The modified /reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney and other documents,
  - xiii. SCADL 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.

#### **24. Performance Bank Guarantee**

- i. The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized or Scheduled Banks (approved by Gujarat State Govt. and AMC) except Co-operative Banks in favor of "CEO, Smart City Ahmedabad Development Limited" for the due performance and fulfilment of the contract by the bidder.
  - The successful bidder will submit an amount equivalent of 10% of the Project Value (CAPEX) for implementation phase. All charges whatsoever such as

- premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- However, for Operation & Maintenance phase, the successful bidder will submit the yearly bank guarantee of amount equivalent of 10% of the Project Value (OPEX).
  - If the Bidder, fails to furnish the Performance Guarantee within stipulated time period, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
- j. The successful bidder shall maintain a valid and binding Performance Guarantee for implementation phase (CAPEX) for a period of three months after the completion of defect correction period. In the event of the Bidder being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per AMC/SCADL rules or/and cancel the contract or any part thereof.
- k. However, the yearly bank guarantee submitted during Operation & Maintenance phase, the successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the completion of yearly O&M period (“Validity Period”). In the event of the Bidder being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per AMC/SCADL rules or/and cancel the contract or any part thereof.
- l. The Performance Bank Guarantee letter format can be found in the Annexure of this document.
- m. 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.
- n. In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens, SCADL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of SCADL under the Contract in the matter, the proceeds of the PBG shall be payable to SCADL as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. SCADL 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.
- o. SCADL 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.
- p. Under this contract, wherever the selected vendor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD, SD, etc. Such F.D.R, bank guarantees, etc. shall be produced from any one of the approved bank as defined in Annexure-. During the contract period if the bank from which the PBG is submitted is removed from the list of approved bank, the selected bidder shall be required to replace the PBG and submit the PBG from the approved bank. The notification in this regard will be given to the selected bidder by AMC/SCADL and the same must be complied within 21 days of such notification

## **25. Additional Quantity/Change Request**

- m. SCADL reserves its right to award additional quantity of work order up to 25% of the original quantity limited to 25% of total project cost (as per state and central govt. guideline) at the same price and terms and conditions quoted in original contract.
- n. SCADL also reserves right to award change request work order up to 25% of the original project cost for the work needed to execute the work defined in scope of work defined in original contract
- o. Payment for additional items
  - Based on the final project plan or during the project duration if there is need for

additional items and Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities as defined in the financial bid, implementation bidder will be required to arrange additional items. Payment for such additional items will be done separately by SCADL.

- p. In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation Bidder. Payment mechanism to be followed for additional items is given below:
- q. CAPEX COMPONENT - 30% CAPEX payment on the successful delivery of additional item, post approval from SCADL and 70% CAPEX payment on the successful installation of the additional item, post approval on the installation report.
- r. OPEX COMPONENT - OPEX part will be equally divided in remaining part of the quarterly payment during O&M. OPEX payment will be prorated based on the duration left in O&M. That is, if additional item is procured in 4th Quarter then OPEX will be paid for 17 quarters only (starting from 4th Quarter till 20th Quarter).

## **26. Termination of Contract**

Termination of Contract SCADL 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 in the following ways.

- Termination by Default: for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: SCADL by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for SCADL's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.
- Termination for Non-Performance: If the SI fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (PERFORMANCE STANDARDS) 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.
- Termination for Insolvency/NCLT proceedings: The Department may at any time terminate the contract by giving written notice to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. Bidder agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the SCADL identified team in this case.

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

On failure of the SI to rectify such breach within 30 days, SCADL 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 SCADL. In such event the SI shall be liable for penalty/liquidated damages imposed by the SCADL. The performance Guarantee shall be forfeited by the SCADL.

## **Consequences of Termination**

- In the event of termination of this contract, SCADL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to SCADL 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.
- In the event of termination of this contract, SCADL shall have ownership over entire volume of delivered & installed software and hardware irrespective payment made to successful bidder.
- In the event of the SI being unable to service the contract for whatever reason, SCADL 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.
- SCADL 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

## **27. Indemnity**

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

- i. any mis-statement or any breach of any representation or warranty made by the Bidder or
- ii. The failure by the Service Provider 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 Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub-selected vendors pursuant to this Agreement, or the PERFORMANCE STANDARDSs (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 Service Provider or its sub-selected vendors; (B) Third Parties (i.e., other than Service Provider or sub-selected vendors) at the direction of SCADL, or
- iii. any compensation / claim or proceeding by any third party against SCADL arising out of any act, deed or omission by the Service Provider or

- iv. Claim filed by a workman or employee engaged by the Service Provider 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.

## **28. Third Party Claims**

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

defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

## **29. Publicity**

Any publicity by the bidder in which the name of SCADL is to be used should be done only with the explicit written permission from SCADL.

## **30. Warranties**

- a. The Service Provider warrants and represents 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 Service Provider;
  - 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 PERFORMANCE STANDARDSs, the Service Provider warrants and represents, that:
  - the Service Provider has full capacity and authority and all necessary approvals to enter into and perform its obligations under the PERFORMANCE STANDARDSs and to provide the Services;
  - The PERFORMANCE STANDARDSs have been executed by a duly authorized representative of the Service Provider;
  - The Service Provider 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;
  - Service Provider 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;
  - Service Provider 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 Service Provider 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 / PERFORMANCE STANDARDSs.

Subject to the fulfillment of the obligations of the Service Provider as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by SCADL, the Service Provider will enforce such warranties on behalf of SCADL and pass on to SCADL, 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 Service Provider 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, SCADL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the bidder.

### **31. Limitation of Liability towards SCADL/ AMC**

The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to the SCADL/ AMC for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to SCADL/ AMC on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the contract value.

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

### **32. Data Ownership**

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

### **33. Intellectual Property Rights**

- a) For the customized solution developed for the project, IPR of the solution would belong exclusively to the SCADL/ AMC. The Bidder shall transfer the source code to SCADL/ AMC at the stage of successful implementation of the respective smart element. Bidder shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. SCADL/ AMC may permit the Bidder, right to use the customized software for any similar project being executed by the same Bidder, with payment of reasonable royalty to SCADL/ AMC for the same. However for the COTS based solution bidder is liable to transfer source code of only those components which has been developed/customized on this project.
- b) Deliverables provided to SCADL/ AMC by Service Provider during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between Service Provider and SCADL/ AMC, immediately upon creation, vest in SCADL/ AMC. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to SCADL 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 SCADL.

### **34. Fraud and Corruption**

SCADL/ AMC requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, SCADL/ AMC/ AMC Libraries 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 SCADL/ AMC/ AMC libraries in contract executions.
- b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to SCADL/ AMC/ AMC libraries, 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 SCADL 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 in the contract.
- 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 Bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for SCADL for termination of the contract and initiate black-listing of the vendor.

### **35. 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 Bidder. The exit management period ends on the date agreed upon by the SCADL or Six months after the beginning of the exit management period, whichever is earlier.

#### **(ii) Confidential Information, Security and Data**

Service Provider will promptly on the commencement of the exit management period, supply to the SCADL or its nominated agencies the following:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Surveillance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the SCADL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to SCADL/ AMC, 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 SCADL/ AMC, 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, SCADL/ AMC, 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 SCADL/ AMC, 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 SCADL/ AMC and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the Surveillance Project.

**(v) Exit Management Plan**

Successful Bidder shall provide SCADL/ AMC 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 PERFORMANCE STANDARDS as a whole and in relation to the Project Implementation, the Operation and Management PERFORMANCE STANDARDS and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the Surveillance Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by SCADL 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.

**36. 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 subselected vendors (whether a Party to the contract or to the PERFORMANCE STANDARDS) 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 PERFORMANCE STANDARDS) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of SCADL/ AMC, the Service Provider 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 Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a. The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub selected vendors & agents & others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to SCADL/ AMC whose data is used but also to its stakeholders. Service Provider, its Subselected vendors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in SCADL & its nominees receiving a right to seek injunctive relief & damages from the Service Provider.
- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
  - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
  - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
  - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
  - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
  - i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
  - ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
  - iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &

- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
  - v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
- i. its employees, agents & independent selected vendors & to any of its affiliates & their respective independent selected vendors or employees; &
  - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the PERFORMANCE STANDARDSs, the termination or expiry of the PERFORMANCE STANDARDSs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that SCADL/ AMC & bidder, 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, Service Provider may from time to time undertake one or more quality assessment reviews for the purpose of improving the Project. In order for such

reviews to be frank & candid, for the greatest benefit to both SCADL/ AMC & Service Provider, 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 Service Provider which is licensed to SCADL/ AMC 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 Bidder related to this Agreement or the Services.

**b) Standards of Performance**

The Bidder 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 Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country.

The Bidder shall also conform to the standards laid down by SCADL or SCADL or Government of Gujarat or Government of India from time to time.

**c) Sub Contracts**

Sub-contracting / out sourcing would be allowed only in O&M phase for work like

- Provisioning of technical man-power for operations and maintenance of application, hardware and cloud.

The bidder is expected to provide details of the sub-selected vendors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the Bidder shall be considered as sub-contracting. The Bidder shall solely responsible for the work carried out by subcontracting under the contract. Bidder shall be the sole point of contact for the entire project throughout the project period.

**d) Care to be taken while working at Public Place**

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

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

**e) Compliance with Labor regulations**

The Bidder 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 Labor Act 1970.

**f) Independent Selected vendor**

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) Performance Guarantee**

The Bidder shall submit performance guarantee which is unconditional & irrevocable bank guarantee equal to an amount equivalent of 10% of the Project Value (CAPEX). However, for Operation & Maintenance phase, the bidder will submit the yearly bank guarantee of amount equivalent of 10% of the Project Value (OPEX). in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance bank guarantee shall be from Nationalized or Scheduled Banks except Co-operative Banks in favor of "CEO, Smart City Ahmedabad Development Limited".

The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the Bidder for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the SCADL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the Bidder.

**i) Personnel/Employees**

- i. Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider or its sub-selected vendors, & under no circumstances will such personnel be considered as employees of SCADL. Service Provider 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 SCADL shall not be responsible for the above issues concerning to personnel of Service Provider.
- ii. Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services.
- iii. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

**j) Variations & Further Assurance**

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

**k) Severability & Waiver**

- a) if any provision of this Agreement or the PERFORMANCE STANDARDSs, 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 PERFORMANCE STANDARDSs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- b) No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the PERFORMANCE STANDARDSs of any right, remedy or provision of this Agreement or the PERFORMANCE STANDARDSs 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.

**l) Entire Agreement**

This MSA, the PERFORMANCE STANDARDSs & all schedules appended thereto & the contents of the RFP subsequent corrigenda issued thereon & clarification (undertakings) accepted by the SCADL constitute the entire agreement between the Parties with respect to their subject matter.

**m) Survivability**

The termination or expiry of this Agreement or the PERFORMANCE STANDARDSs 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.

- n) The stamp duty payable for the contract shall be borne by the Service Provider.

**37. Applicable Law**

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

Signed, sealed and delivered

**By** -----

For and on behalf of the "Service Provider",

-----

Witnesses:

(1)

(2)

**Attachments to the Agreement:**

- 1) Scope of Services for the Service Provider
- 2) Detail Commercial proposal of the Service Provider accepted by SCADL
- 3) Corrigendum Document published by SCADL subsequent to the RFP for this work
- 4) RFP Document of SCADL for this work
- 5) LoI issued by the SCADL to the successful bidder
- 6) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP
- 7) Payment Schedule and Milestones

**ANNEXURE- III: Format for Performance Bank Guarantee**

**<< To be printed on Rs. 100/- Stamp Paper >>**

IN CONSIDERATION OF ..... Through.....  
SCADL, Ahmedabad (Smart City Ahmedabad Development Limited) for Selection of Bidder for Implementation of City Surveillance System in Ahmedabad City. (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated the .....day of ..... 2018 executed between SCADL on the one part and the Company (Name of 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 SCADL in Guarantee of the Nationalized Bank for the sum of Rs ..... (Agreement in Words and Figures) only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said AGREEMENT. We..... Bank Registered in India under Act and having one of our Local Head Office at..... do hereby guarantee to SCADL 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 SCADL of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to SCADL 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 SCADL on demand without delay demur the said sum of Rs. .... (Rupees ..... only) together with interest thereon at the rate prescribed under ..... from the date of demand till payment or such lesser sum, as may be demanded by SCADL from us as and by way of indemnity on account of any loss or damage caused to or suffered by SCADL 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 SCADL 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 SCADL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till SCADL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.



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- 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 SCADL and the Company with or without our consent;
  - c. any forbearance or indulgence shown to the Company,
  - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
  - e. any time given to the Company, OR
  - f. any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs..... (Rupees ..... Only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of SCADL in ..... department in writing;
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs..... (Rupees..... only) and shall remain in force until SCADL 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 SCADL 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 SCADL demand without any demur, such sum as may be demanded, not exceeding Rs..... (Rupees.....) and that the Bank will indemnify and keep SCADL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of SCADL 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 SCADL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) SCADL 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 SCADL 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 SCADL 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

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- i) The Guarantor agrees and declares that for enforcing this Guarantee by..... against it, the Courts at Ahmedabad 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 heretofore set his respective hands in the presence of –

1.....

2.....