

# **REQUEST FOR PROPOSAL**

for

Selection of System Integrator for

Implementation of

Automated Land Encroachment Prevention System (ALEPS)

In Vadodara

Tender No.: VSCDL/888/2018-19



Issued by

Vadodara Smart City Development Limited (VSCDL)

Vadodara

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## 1 Glossary

Term	Meaning
<b>ALEPS</b>	Automated Land Encroachment Prevention System
<b>AMC</b>	Annual Maintenance Contract
<b>BOM</b>	Bill of Materials
<b>BOQ</b>	Bill of Quantity
<b>CCC</b>	Command Control Centre
<b>CCTV</b>	Closed-Circuit Television
<b>FY</b>	Financial Year
<b>VSCDL</b>	Vadodara Smart City Development Limited
<b>KPI</b>	Key Performance Indicator
<b>O&amp;M</b>	Operations & Maintenance
<b>OCC</b>	Operations Control Centre
<b>IFB</b>	Invitation for Bid
<b>RFP</b>	Request for Proposal
<b>SDK</b>	Software Development Kit
<b>SI</b>	System Integrator
<b>SLA</b>	Service Level Agreement
<b>SRS</b>	System Requirement Specifications
<b>UAT</b>	User Acceptance Testing
<b>UPS</b>	Uninterruptible Power Supply
<b>VMC</b>	Vadodara Municipal Corporation
<b>VPN</b>	Virtual Private Network

## 2 Invitation for Proposal

### 2.1 RFP Notice

This RFP document is being published by the Vadodara Municipal Corporation, for the Project of “**Selection of System Integrator for Automated Land Encroachment Prevention System for VMC/VSCDL under Vadodara Smart City Initiatives**”.

Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

This RFP document is not transferable.

### 2.2 Important Dates / Information



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

Notice Inviting RFP for “**Selection of Implementation Agency Smart Parking & Encroachment Management Solutions in Vadodara City**”

Bid for Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City is invited online on (n) Procure website (<https://vmc.nprocure.com/>) from the bidder meeting the basic eligibility criteria as stated in the bid document.

<b>RFP Document Availability</b>	(n)Procure website ( <a href="https://vmc.nprocure.com/">https://vmc.nprocure.com/</a> )
<b>Tender Fee (Non-refundable)</b>	Tender Fee of INR 10,000/- (Rupees Ten Thousand only) plus GST by Demand Draft only in favour of “ <b>Vadodara Smart City Development Limited</b> ”.
<b>EMD</b>	<p>EMD of INR 10,00,000/- (Rupees Ten Lakhs only) shall be either in form of</p> <ul style="list-style-type: none"> <li>• Demand Draft in favour of “<b>Vadodara Smart City Development Limited</b>” from any nationalized/scheduled banks, payable at Vadodara</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Bank Guarantee issued by Nationalized Bank including IDBI Bank/Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/2015/508/DMO dated 27.04.2016) only in favour of “<b>CEO, Vadodara Smart City Development Limited</b>”.</li> </ul>
<b>Start date and time for downloading RFP</b>	02 <sup>nd</sup> February 2019
<b>Deadline for submission of pre-bid queries for clarifications</b>	6 <sup>th</sup> February at 2019 at 1100 Hrs

<b>Date, time and place of pre-bid meeting</b>	6 <sup>th</sup> February at 2019 at 1530 Hrs <i>Place:</i> Conference Room, Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat
<b>Deadline for submission of Proposal and EMD, online</b>	15 <sup>th</sup> February 2019 at 1800 Hrs
<b>Deadline for physical submission of technical Proposal, Tender Fee and EMD</b>	16 <sup>th</sup> February 2019 at 1700 Hrs <i>Address:</i> <i>Vadodara Municipal Corporation, Record Branch, Khanderao Market, Vadodara – 390209, Gujarat</i>
<b>Date, time and place of online opening of Technical Proposals</b>	To be informed later. <i>Place:</i> VSCDL, C/o Vadodara Municipal Corporation
<b>Date, time and place of presentation/demo on Technical Solution by bidders</b>	To be informed later. <i>Place:</i> VSCDL, C/o Vadodara Municipal Corporation
<b>Date, time and place of online opening of Financial Proposals</b>	To be informed later. <i>Place:</i> VSCDL, C/o Vadodara Municipal Corporation
<b>Contact for queries</b>	IT Department, Vadodara Smart City Development Limited, C/o Vadodara Municipal Corporation Khanderao Market, Vadodara – 390001, Gujarat  Email ID: <a href="mailto:smartcity_itcell@vmc.gov.in">smartcity_itcell@vmc.gov.in</a>

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

General Manager (IT)  
Vadodara Smart City Development Limited

### 3 Introduction and Background

#### 3.1 About Vadodara Municipal Corporation

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

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

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

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

VMC Organizational Setup		
1	Total Employees (including Contractual Staff)	~7800
2	Total Pensioners	~7000
3	Total Wards	12
4	Total Zones	4
5	Other Office Locations	34
6	Number of New Recruits Every Year	~40
7	Number of Retirees Every Year	~140
WAN Network Setup at VMC		
1	Service Provider and Network Type	BSNL, P2P Leased Lines
2	Current bandwidth at Zonal Offices	2 Mbps
3	Current bandwidth at Ward Offices	2 Mbps
4	Current bandwidth at Other Offices	2 Mbps
5	Current Internet Bandwidth	50 Mbps Primary, 20 Mbps Secondary

#### 3.2 About Vadodara Smart City Development Limited (VSCDL)

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



### **3.3 Automated Land Encroachment Prevention System Project as part of Pan City Project under Smart City Initiatives**

Vadodara has been selected as one of the 60 cities in recent round of selection for Smart Cities by Government of India. Automated Land Encroachment Management project is being executed as one of “PAN City” projects under the Smart City Project.

VMC owns plots of land that are located across the city of Vadodara. VMC 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 VMC 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. VMC intends to set up a system through which the officers can be informed about the encroachment in real time. The aim is to also help officers plan their visits and eviction process, if required, more efficiently.

## Pre-Qualification Criteria and OEM Selection

**3.4 Pre-Qualification Criteria**

The pre-qualification criteria for participating in this tender are mentioned in the table below.

#	Pre-Qualification Criteria	Proof Document Required
1.	The bidder must be a company in India Registered under The Companies Act 1956/The Companies Act 2013 (& subsequent relevant amendments) or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should be operational at least for last 5 years as on date of Publishing of RFP.	Copy of Certificate of Incorporation.
2.	The bidder should have a positive net worth and should be a profit making company, as on 31 March 2018.	Certificate from the statutory auditor/CA clearly specifying the net worth of the firm
3.	The bidder should have <b>average annual turnover of at least Rs. 15 Cr</b> from IT Services /ICT Business, where IT services comprises of software development, customization, implementation and post implementation support, and ICT Business comprises of supply, installation, commissioning and post installation support during each of last three audited financial years.	CA certified and audited Balance Sheet and Profit & Loss statement for last three financial years (2015-16, 2016-17, 2017-18).  CA certificate mentioning turnover from the said business.
4.	The bidder must have at least 30 technical employees on its payroll at the time of bidding, performing software design, development/testing/maintenance activities or hardware installation/commissioning/maintenance activities	Certificate from HR head confirming compliance.
5.	The bidder should have executed at least <b>one project for automated encroachment /intrusion detection through video analytics in open plot and land /outdoor premises surveillance</b> which includes implementation and post implementation support for above solution in India, with project value of at least <b>Rs. 50 Lakhs</b> within last five years.	Copy of Work Order and Work Completion Certificate of the project from the client clearly depicting the scope of work, contract period and project value.
6.	The bidder should have executed at least <b>one CCTV project with video analytics for general surveillance</b> which includes implementation and post implementation support for any CCTV Solution Design, supply, installation, maintenance Projects ( <i>having experience of completed project that entails deployment of CCTV cameras and various video</i> ) in India with a project value of at least <b>Rs. 50 Lakhs</b> within last five years.	Copy of Work Order and Work Completion Certificate of the project from the client clearly depicting the scope of work, contract period and project value.
7.	The Bidder should possess any of the following valid certifications <ul style="list-style-type: none"> <li>• ISO 9001:2008 certification</li> </ul> or <ul style="list-style-type: none"> <li>• ISO 27001 certification</li> </ul> or <ul style="list-style-type: none"> <li>• CMMI Level 3</li> </ul>	Copy of the valid certification as on bid submission date.
8.	The bidder should have valid GST registration number.	Copy of relevant GST certificate.
9.	The bidder should have submitted valid Income Tax Returns for the last three financial years (i.e. 2015-16, 2016-17 and	Copy of Income

	2017-18) and the bidder (not individual) should have valid PAN Card.	Tax Returns (ITR) and ITR acknowledgment form for the last three financial years and copy of PAN card.
10.	As on date of submission of the proposal, the bidder should not be blacklisted by Central/State Governments in India.	Undertaking by the authorized signatory as per format
11.	<p>The bidder should:</p> <ul style="list-style-type: none"> <li>not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons</li> <li>not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings</li> <li>not have a conflict of interest in the procurement in question as specified in the bidding document</li> </ul>	Undertaking by the authorized signatory on stamp paper as per format
12.	Tender Fee and EMD	Tender Fee and EMD as per RFP terms

**Note:**

- The Work Order and Work Completion Certificate must be in English language only. In case the Work Order or Work Completion Certificate is in any other language, the bidder has to submit notarized Work Order in English language only.
- All above mentioned documents for Pre-Qualification Criteria of bid must be notary-certified true copy/self-attested.
- The bidders must submit all the supporting documents required along with Technical bid. No new qualifying documents will be entertained. The documents received in the Technical bid will be treated as full and final and evaluation will be carried out accordingly. However, VMC/VSCDL reserves the right to seek clarification/documents pertaining to information submitted as a part of the Technical bid.

## 4 Instructions to Bidder

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

### NOTE

1. References to “Vendor”, “bidder”, “Bidder”, “SI”, “System Integrator” etc. in this RFP document shall be construed to refer to the Bidder itself.
2. References to “VMC”, “VSCDL”, “purchaser”, “buyer”, “customer”, etc. in this RFP document shall be construed to refer to VMC (i.e. Vadodara Municipal Corporation or the Smart City SPV, as the case may be).

### 4.1 Completeness of the RFP

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the VMC/VSCDL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the VMC/VSCDL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

VMC/VSCDL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP.

VMC/VSCDL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that VMC/VSCDL is bound to select a bidder or to appoint the successful bidder, as the case may be, for providing digitization services; and VMC/VSCDL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

## 4.2 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 VMC/VSCDL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. VMC/VSCDL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the bidder shall become the property of the VMC/VSCDL and may be returned at its sole discretion.

## 4.3 Pre-Bid Meeting

VMC/VSCDL will host a pre-bid meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Section 2.2. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information, necessary for them to submit their bid.

All enquiries from the bidders relating to this RFP must be submitted to VMC's Information & Technology Department. These queries should also be emailed to **smartcity\_itcell@vmc.gov.in**. The queries should necessarily be submitted in the following format and **should be in Microsoft Excel only (.xls or .xlsx format). Scanned images and any format (including .pdf format) other than Microsoft Excel will not be accepted.**

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

Sr.	RFP Document Clause/Section Number	Clause Title	Page No	Content of the RFP Requiring Clarification	Clarification Sought
1					
...					

**(PDF or scanned images will not be accepted)**

Queries submitted post the mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications/corrigendum) shall be made available on (n)Procure (<https://www.nprocure.com/>). The date, time of receiving pre-bid queries are given in Section 2.2.

#### 4.4 Conflict of Interest

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

#### 4.5 Amendment of RFP Document

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

#### 4.6 VSCDL’s Rights to Terminate the Selection Process

VSCDL may terminate the RFP process at any time and without assigning any reason. VMC/VSCDL 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 VMC/VSCDL. The bidder's participation in this process may result in VMC/VSCDL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the VMC/VSCDL to execute a contract or to continue negotiations. VMC/VSCDL may terminate negotiations at any time without assigning any reason.

#### 4.7 Right to Reject Any Proposal

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

General rejection criteria:

- i. Conditional bids

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

Pre-qualification rejection criteria:

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

Technical rejection criteria:

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

Commercial rejection criteria:

- i. Incomplete Price Bid
- ii. Price Bids that do not conform to the Tender's Price Bid format
- iii. Total price quoted by the bidder does not include all statutory taxes and levies applicable
- iv. If there is an arithmetic discrepancy in the Commercial Bid calculations the Technical Committee shall rectify the same. If the bidder does not accept the correction of the errors, its bid may be rejected.

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 VSCDL reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of VSCDL, including annulment of the selection process.

#### 4.8 Tender Fee and Earnest Money Deposit (EMD)

- 1. The bidder should pay non-refundable Tender Fee of INR 10,000/- (Rupees Ten Thousand only) **plus GST**, by Demand Draft in favour of "**Vadodara Smart City Development Limited**", from nationalized or scheduled banks, payable at Vadodara. The Bid Fees shall be in the form of a Demand Draft.



2. The bidder should also pay EMD of INR 10,00,000/- (Ten Lakhs only) with validity of 180 days from the date of bid submission in favour of ***“The CEO, Vadodara Smart City Development Limited (VSCDL)”***. It shall be either in form of
  - nationalized/scheduled banks, payable at Vadodara
  - ❖ OR
  - Bank Guarantee issued by Nationalized Bank including IDBI Bank/Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/2015/508/DMO dated 27.04.2016) only in favour of ***“The CEO, Vadodara Smart City Development Limited”***.
3. No interest will be payable by the VSCDL on the Earnest Money Deposit.
4. In case bid is submitted without EMD or Bid Fees as mentioned above then VSCDL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the proposal of the selected bidder or when the Authority cancels the Bidding Process.
6. The selected bidder's EMD will be returned, without any interest, upon the selected bidder signing the Agreement and furnishing the Security Deposit/Performance Guarantee in accordance with the provision thereof.
7. The decision of VSCDL regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
8. The EMD may be forfeited:
  - If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
  - In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
  - During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - During the bid process, if any information found wrong/manipulated/hidden in the bid.

#### 4.9 Sealing, Marking and Submissions of Bids

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

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

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

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

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



**Tender Details**

- Notice No.: -----
- Bid for “Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City”.
- Deadline for bid submission: <<DD MMM YYYY>> at <<HH:MM>>

To,  
CEO  
Vadodara Smart City  
Development Limited



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

**PRICE BID**

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

**4.10 Language of Bids**

- The bids uploaded by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and VMC/VSCDL, 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, translation of the same in English language is to be duly attested by the bidder.

#### **4.11 Concessions Permissible under Statutes**

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

#### **4.12 Bid Validity**

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the “Proposal Validity Period”). If required, VSCDL may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 4.8 in all respects.

#### **4.13 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.

#### **4.14 Right to Vary the Scope of the Work at the Time of Award**

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

#### **4.15 Modification or Withdrawal of Bids**

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

4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidder's EMD.

#### 4.16 Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be liable for rejection.

#### 4.17 Documents Comprising of Bids

Following table is provided as the guideline for submitting various important documents along with the bid.

#	Type of Folder	Documents to be submitted
<b>01</b>	Pre-Qualification Folder	<ol style="list-style-type: none"> <li>1. Bid Covering Letter as per Section 7.1</li> <li>2. Check-list for the documents for Pre-Qualification Criteria as per Section 7.2</li> <li>3. Power of attorney/board resolution to the authorized signatory of the bid</li> <li>4. Scanned copy of payment slip of EMD and Tender Fee</li> <li>5. Copy of certificate of incorporation</li> <li>6. Copy of the audited total turnover, turnover from IT Services /ICT Business, where IT services comprises of software development, customization, implementation and post implementation support, and ICT Business comprises of supply, installation, commissioning and post installation support and profit &amp; loss over last 3 FY (2015-16, 2016-17, 2017-18) As per Section 3.4</li> <li>7. Certificate from the company secretary/head HR as per Section 3.4</li> <li>8. Copy of work order and work completion certificate. Cover letter as per Section 8.5 and 8.6 and enclosed copy of Work Order and Work Completion certificate.</li> <li>9. Copy of registration certificate and number - valid GST registration number.</li> <li>10. Copy of Income Tax Returns (ITR) for last 3 FY (2015-16, 2016-17, 2017-18) and copy of PAN card</li> <li>11. Declaration regarding blacklisting as per Section 7.9</li> <li>12. MAF from OEM(s) authorizing bidder for hardware (server, storage, networking), respective products offered as per Section 8.8</li> <li>13. Performance Bank Guarantee as per Section 11</li> </ol>
<b>02</b>	Technical Proposal Folder	<ol style="list-style-type: none"> <li>1. Check-list for the documents for Technical-Qualification Criteria as per Section 8.2</li> <li>2. Technical Proposal</li> <li>3. Copy of the audited total turnover, , turnover from IT Services Business which includes software development, customization, implementation and post implementation support and profit &amp; loss over last 3 FY (2015-16, 2016-17, 2017-18) as per Section 8.3</li> </ol>

		<ol style="list-style-type: none"> <li>4. Certificate from the Auditor/Company Secretary/Head HR as per Section 8.5.</li> <li>CVs of the proposed resources as per Section 8.7</li> <li>5. Copy of Work Order and Work Completion Certificate. Cover letter as per Section 8.4 and enclosed copy of Work Order &amp; Work Completion Certificate from the client has to be submitted for the same.</li> </ol>
<b>03</b>	Commercial Proposal Folder	<ol style="list-style-type: none"> <li>1. Commercial Proposal Cover Letter as per Section 9.1.</li> <li>2. Commercial Bid Formats as per Section 9.2.</li> </ol>

Bidders shall furnish the required information on their Pre-Qualification, Technical and Financial Proposals in the enclosed format only. Any deviations in format may make the tender liable for rejection. Disclosure of commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient ground for rejection of the bid.

#### 4.18 Evaluation Process

- The bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by VMC/VSCDL, for the entire period of the contract. The bidder's bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.
- The evaluation process of the RFP proposed to be adopted by VMC/VSCDL is indicated under this clause. The purpose of this clause is only to provide the bidder an idea of the evaluation process that VMC may adopt. However, VMC/VSCDL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the bidder of any such change.
- VMC/VSCDL shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the Technical and Commercial Bids received. The BEC will examine the bids to determine whether they are complete, compliant, and responsive and whether the bid format confirms to the RFP requirements. VMC may waive any informality or nonconformity in a bid which does not constitute a material deviation according to VMC.
- On opening the Pre-Qualification folder, if it is found that the Bidder has not submitted required documents as per Pre-Qualification folder, then the Bidder shall be given a single opportunity to submit required documents/clarifications within 4 days from the intimation by VMC (through email communication mentioning stipulated date), failing which the bid shall be termed as non-responsive.
- On opening the Technical Qualification folder, if it is found that the Bidder has not submitted required documents as per Technical Qualification folder (Packet 'B') then the Bidder shall be given a single opportunity to submit required documents/clarifications within 10 days from the intimation by VMC (through email communication mentioning stipulated date), failing which the bid shall be termed as non-responsive.
- There should be no mention of bid prices in any part of the bid other than the Commercial bids.
- If the commercials received from the bidders exceeds beyond 10% of the total project cost estimated by VMC/VSCDL, the bids will be rejected.

#### 4.19 Technical-Qualification Criteria and Evaluation of Technical Bids

- The Technical Bids of only those bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee (BEC) may invite each bidder to make a presentation as part of the technical evaluation.
- The Proof-of-Concept (PoC) will consist of demonstration/pilot the product/solution offered as part of their technical offer, demonstration of test/use cases mentioned in section 5.8.6 and will consist of the following:**

Section	Item	Quantity
1.	Camera	5
2.	POE Injector + Switch	1
3.	Stabilizer	1
4.	Field Junction Box	1
5.	Processing Module	1
6.	Software Licenses + Integration Cost	Lump Sum
7.	Local Server	As Required
8.	Poles for Cameras and Equipment	1

- The BEC may require written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.
- In order to qualify technically, a bid must secure a minimum of 70% of total marks.
- Only those bids which have a minimum score of 70% of total marks will be considered for opening of their Commercial Bid. Only the bids qualifying the technical evaluation will be considered for commercial evaluation.
- Technical evaluation of the bids would be carried out on 5 broad parameters as given below :

Section	Evaluation Criteria	Weightage
A	Bidders Organizational Strength (Balance Sheet, P&L, ITR Return for 2016, 2017 and 2018)	5%
B	Bidder Certifications	5%
C	Bidder Experience	30%
D	Approach & Methodology and Technical Compliance	20%
E	Project Presentation and Demonstration/PoC	40%

#	Technical Evaluation Criteria	Technical Evaluation Parameter	Weightage
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A. Organizational Financial Strength											
A1	Organization Financial Strength	<ul style="list-style-type: none"><li>Balance Sheet, P&amp;L, ITR Return for 2016, 2017 and 2018</li></ul>	5%								
B. Bidder Certifications											
B1	Bidder Certifications	<p>The Bidder should possess any of the following valid certifications</p> <ul style="list-style-type: none"><li>ISO 9001:2008 certification</li></ul> <p>or</p> <ul style="list-style-type: none"><li>ISO 27001 certification</li></ul> <p>or</p> <ul style="list-style-type: none"><li>CMMI Level 3</li></ul>	5%								
C. Experience											
C1	Bidder Experience	<p>The bidder having experience of one completed project worth value of 50 Lakhs that entails deployment encroachment/intrusion detection through video analytics in open plot/outdoor premises surveillance which includes implementation and post implementation support will get 70% of total allocated marks.</p> <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>Two Projects</td><td>15</td></tr><tr><td>Minimum 1 project</td><td>12</td></tr></table>	Number of Projects	Marks	Two Projects	15	Minimum 1 project	12	15%		
Number of Projects	Marks										
Two Projects	15										
Minimum 1 project	12										
C2	Bidder Experience	<p>The bidder having experience of one completed project worth value of 50 Lakhs that entails deployment one CCTV project with video analytics for general surveillance which includes implementation and post implementation support for any CCTV Solution Design, supply, installation, maintenance Projects (having experience of completed project that entails deployment of CCTV cameras and various video) will get 70% of total allocated marks.</p> <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>Three Projects</td><td>15</td></tr><tr><td>Two projects</td><td>13</td></tr><tr><td>Minimum 1 project</td><td>11</td></tr></table>	Number of Projects	Marks	Three Projects	15	Two projects	13	Minimum 1 project	11	15%
Number of Projects	Marks										
Three Projects	15										
Two projects	13										
Minimum 1 project	11										
D. Approach & Methodology and Technical Compliance											
D1	Approach & Methodology and Technical Compliance	<ul style="list-style-type: none"><li>Following parameters will be evaluated:</li></ul> <table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Completeness of project plan and ease of implementation (Solution/Network Architecture, Integration Approach, Maintenance and Support Plan, Risk Management Plan)</td><td>5</td></tr></table>	Parameter	Marks	Completeness of project plan and ease of implementation (Solution/Network Architecture, Integration Approach, Maintenance and Support Plan, Risk Management Plan)	5	20%				
Parameter	Marks										
Completeness of project plan and ease of implementation (Solution/Network Architecture, Integration Approach, Maintenance and Support Plan, Risk Management Plan)	5										

		Clarity of BoM, Details about unique make and model and technical compliance of hardware and software	15	
<b>E. Project Presentation and Demonstration/PoC</b>				
E1	Demonstration Proof of Concept	Proof of Concept (PoC) & Demonstration of Offered Solution and Products	40%	

Evaluation shall be done based on the information provided in the Technical Proposal (and subsequent clarification, if any) and Clarifications/Answers given to the BEC during the presentation by the bidders (if the presentations are held).

#### 4.20 Opening and Evaluation of Commercial Bid

- VMC/VSCDL will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the nodal officer/designated representatives of the bidder who choose to attend, at the time, date and place, as decided and communicated by VMC.
- The Commercial Bids will be evaluated by VMC for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
- If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.

#### 4.21 Award Criteria

VMC/VSCDL will award the Contract to the bidder based on L1 basis, which means the bidder quoting the minimum amount based on the price bid submitted. No additional cost in any form will be entertained by VMC/VSCDL in the contract period. Please refer to commercial evaluation criteria in **Annexure III**.

#### 4.22 Rights to Accept/Reject any or all Proposals

VMC/VSCDL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for VMCs' action.

#### 4.23 Notifications of Awards and Signing of Contract

- Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted.



- VSCDL shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
- The notification of award (LoI/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with VSCDL, it will promptly notify each unsuccessful bidder and return their EMDs.
- At the time VSCDL notifies the successful bidder that its bid has been accepted, VSCDL will send the bidders the Pro Forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful bidder shall sign and date the Contract and return it to VSCDL. Draft format of the contract is given in the Annexure VII, Section 13.

#### **4.24 Quantity Variation**

- At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limit of  $\pm 50\%$ .
- Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
- No claim shall be entertained or become payable for price variation of additional quantities.
- Repeat orders for extra items or additional quantities may be placed within 2 years of the original request order. The Unit Rate mentioned in the Commercial bid formats shall be used for the purpose of "Repeat Orders" for respective items. However, based on the market trends, VSCDL retains the right to negotiate the Tender rate and/or request better specifications based on market and technological scenario. Delivery or completion period may be proportionally increased.

#### **4.25 Performance Bank Guarantee**

- The successful bidder shall at his own expense, deposit with department, within 60 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid document, in favour of VSCDL (VSCDL) for the due performance and fulfilment of the contract by the bidder.
- There will be two Performance Bank Guarantee. One PBG for the implementation phase valid for 1 years, and one PBG for operations phase for 3 years from Go-Live. The implementation phase PBG will be 10% of CAPEX and operations phase PBG will be 10% of OPEX for 3 years. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period ("Validity Period").
- The Performance Bank Guarantee letter format can be found in the Annexure VII, Section 13 of this document.
- 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.
- If the bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof



- In the event of the bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Department shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- Department shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

#### **4.26 Vandalism/Force Majeure**

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

#### **4.27 Failure to Agree with the Terms & Conditions of the RFP/Contract**

Failure of the bidder to agree with the Terms & Conditions of the RFP/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.

#### **4.28 Terms and Conditions of the Tender**

Bidder is required to refer to the draft Contract Agreement, attached as **Annexure VIII** in this RFP, for all the terms and conditions (including project timelines) 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 RFP Annexure.

## 5 Scope of Work

The proposed ALEPS implementation and post-implementation support at VMC is a comprehensive solution for modernization of the Corporation and an advanced technical solution in solving the land encroachment problem in the city

The Scope of Work can be primarily divided into five main elements:

- Implementation of ALEPS solution for 65 locations
- Integration of applications/software implemented with VMC infra structure
- Operations and maintenance of the proposed solution for 3 years after Go-Live along with deployment of manpower as necessary
- Deployment and supervision of personnel required for the successful completion of the project
- Capacity building and training

### 5.1 Project Brief

#### **Project Background – Automated Land Encroachment Prevention System**

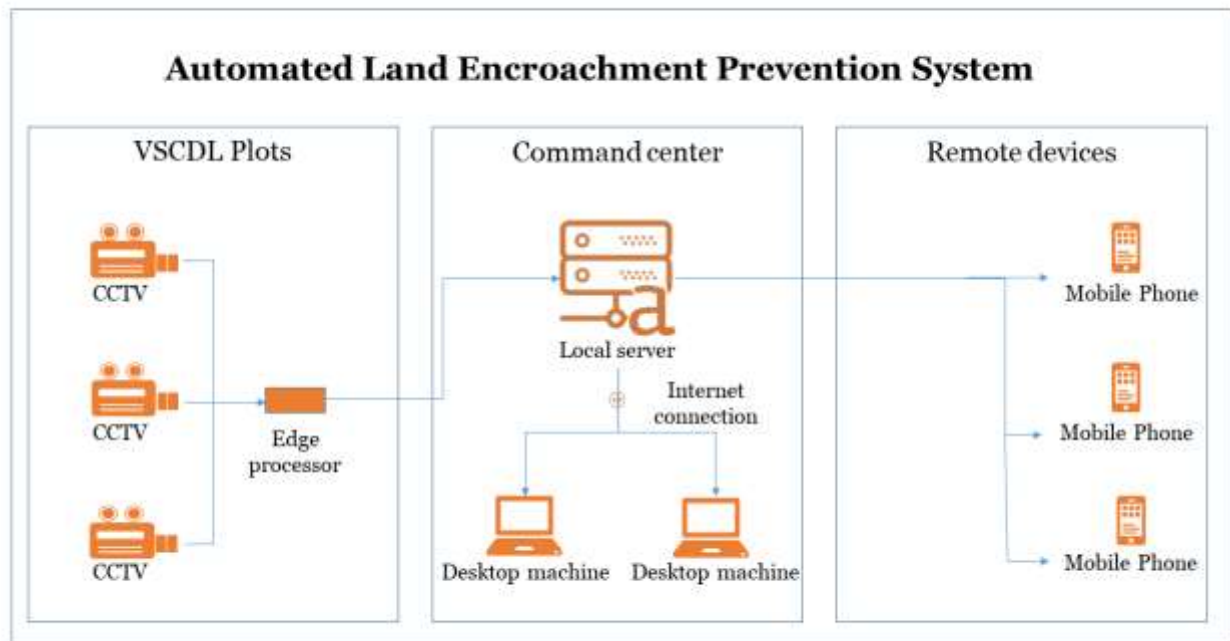
VMC owns plots of land that are located across the city of Vadodara. VMC further develops these properties for multiple purposes which makes these plots high-value assets for the Government. These plots are prone to encroachment and unauthorized intrusions such as human, vehicle, structures pose environmental 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 VMC 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. VMC intends to set up a system through which the officers can be informed about the encroachment in real time. The aim is to also help officers plan their visits and eviction process, if required, more efficiently.

### 5.2 Project Overview

The System Integrator shall Design, Develop, Implement, Integrate Automated Land Encroachment Prevention System (ALEPS) in Vadodara and provide Operation & Maintenance support for all three systems for a minimum period of Three (3) years from the day of Go-Live of the projects as per the scope of services described in this RFP document, with contract agreement having a provision of renewal, if necessary, depending on requirement of VSCDL with approval of competent authority. The System Integrator should also provide requisite capacity building support to city authorities/agencies as per the scope of services described in this RFP Document. Proposed solution is envisaged as a Solar powered setup along with Edge analytics computing.

The overall scope of work Solution for Provider shall comprise procurement, supply, design, testing, installation and commissioning, training, handholding, management of operation and maintenance for a period of 3 years, including integration with CCC.

The schematic figures below show the systems envisaged under this project.



### 5.3 Envisaged Solution

#### Automated Land Encroachment Prevention System (ALEPS)

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

The ALEPS will be a camera-based system that will automatically detect incidents of encroachment/intrusion on selected land plots owned by VMC.

The system will notify the relevant authority/officers/staff of VMC/VSCDL through a mobile friendly web application and mobile app 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 ALEPS as envisaged in this project are:

- CCTV cameras
- Street pole
- Router, Switch, Rack
- Edge analytics based processing
- Solar panel with backup battery
- Processing server
- Mobile Application for officers
- Backend Application

#### Analytical Reports

The ALEPS shall bring in comprehensive reports for VMC/VSCDL management of encroachments scenario in Vadodara. These reports will be used for planning and management of prevention and eviction of encroachment in the city.

#### **5.4 Detailed Scope of Work**

The detailed scope of work for System Integrator of ALEPS shall be as under:

##### **5.4.1 Assessment and Location Survey for finalization of detailed technical architecture and project plan**

The System Integrator shall be responsible to carry out the detailed field survey for each location land plot 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 project to VSCDL.

##### **5.4.2 System Requirements Gathering Study, Design & UAT**

The System Integrator shall carry out the detailed assessment of the functional requirements for ALEPS and prepare the System Requirements Specifications (SRS) for the systems, in consultation with VSCDL and project management consultant. The SRS prepared by the System Integrator shall be submitted to VSCDL for its review and approval. UAT shall be carried out for the software solutions proposed by System Integrator for ALEPS. It is necessary to obtain a formal sign-off from VSCDL for the SRS, before proceeding with the design/development of the ALEPS.

##### **5.4.3 Procurement, Supply, Installation and Commissioning of SPS, ALEPS and AHEPS components**

The System Integrator shall procure, supply, install and commission all ALEPS Components, hardware, software etc. as per quality, standard and technical and functional specifications as mentioned in this RFP Document. The proposed indicative Bills of Materials (BOM) of the Project is specified in Section 9.

All wiring, trenching, digging shall be done by the System Integrator at its own cost.

##### **5.4.4 Integration with other monitoring systems**

The System Integrator shall provide an open API for integration of the proposed ALEPS with existing or any future Land Encroachment monitoring systems / common and control system deployed by VSCDL/VMC, to enable information exchange between the systems.

##### **5.4.5 Managed Services**

The System Integrator shall provide hosting infrastructure (including but not limited to servers, storage, operating systems, database, security, networking, connectivity, rack, etc.) at VSCDL Control Centre on a managed service basis. VSCDL may provide rack space at its Control Centre for hosting infrastructure for ALEPS.

#### **5.4.6 Capacity Building and Training**

The System Integrator shall conduct proper need-based training for all the concerned staff of VSCDL/VMC and other stakeholders and draw up a systematic training plan. System Integrator 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 VSCDL.

#### **5.4.7 Connectivity**

Sim card based connectivity for deployment that offers an uplink of more than 2 mbps per location. The sizing of the link will have to be done by the service provider such that the SLA commitments are met as defined in the RFP.

#### **5.4.8 Help Desk Management**

The System Integrator shall be responsible to provide and operate a ticketing system and Helpdesk for lodging complaints with respect to the defects/issues in ALEPS. End-users of ALEPS shall be able to report problems/issues with ALEPS through the applications respectively.

#### **5.4.9 System Administration/Management support**

- Offer technical support for ALEPS for central components and field devices
- Upkeep, configuration and operation of ALEPS applications
- Install or upgrade software's/libraries
- Maintain security policies, troubleshoot, train/supervise staff etc.
- Generation of status and analytical reports based on encroachment incidents recorded in the system

#### **5.4.10 Operations & Maintenance of ALEPS components**

The System Integrator shall be responsible for Operations & Maintenance of Software Applications/Modules, Mobile Application, 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:

All the ALEPS hardware components supplied by the System Integrator shall carry three-year comprehensive on-site warranty whereas system software and application software shall carry three-year offsite warranty.

The O&M support for all components supplied under the contract shall have to be provided during the working/operational hours of VSCDL.

#### **5.4.11 Others**

The System Integrator 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 System Integrator shall ensure that the end of support for any of the component/equipment is not reached during the concurrency of the contract.
- The System Integrator 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.
- VSCDL shall not be responsible if the System Integrator has not provisioned some components, sub-components, assemblies, sub-assemblies as part of Bill of Materials in the RFP. The System Integrator shall have to provision these & other similar things to meet the solution requirements at no additional cost and time implications to purchaser.
- The System Integrator shall ensure there is a comprehensive onsite support arrangement for duration of the contract.
- Considering the criticality of the infrastructure, System Integrator 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.
- System Integrator shall be responsible for periodic updates & upgrades of all equipment, cabling and connectivity provided at all locations during the contract period.
- System Integrator shall be responsible for setting up / building / renovating the necessary physical infrastructure including provisioning for network, power, rack, etc. at all the locations.

#### **Project Hand-over**

The System Integrator will provide VSCDL the following, six months before the expiry of the Contract Period:

- Information relating to the current services rendered and data relating to the performance of the services; Entire documentation relating to various Projects Milestones, any other data and confidential information related to the Projects;
- All other information (including but not limited to documents, records and agreements) relating to the products & services related to the projects to enable VSCDL, or it's replacing successful System Integrator (as the case may be).
- The System Integrator shall provide VSCDL with a recommended exit management plan.

Promptly during exit on reasonable request by VSCDL, the System Integrator shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the System Integrator or sub-contractors appointed by the System Integrator ). VSCDL shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The System Integrator shall permit VSCDL to have reasonable access to its employees and facilities, to understand the

methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.

## 5.5 System Design Principles

The proposed ALEPS planned to automate detection of encroachment on land plots. Accordingly, the ALEPS 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 ALEPS is to be mutually decided by VSCDL and the System Integrator 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 System Integrator 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 ALEPS. Access control shall be implemented at all levels. The System Integrator 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 the critical functionality

## 5.6 Project Milestones and Payment Schedule

The payment schedule and milestones are divided into two phases:

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

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



**Implementation Phase**

The System Integrator shall progressively implement the ALEPS Solutions for the below scope as described in the table below:

<b>Milestones for Roll-out of Implementation Coverage</b>	
<b>Supply, Deployment, Installation &amp; Commissioning of the AELPS solutions:</b>	
Automated Land Encroachment Prevention System (ALEPS)	<ul style="list-style-type: none"> <li>For the 65 locations mutually agreed upon</li> <li>Additional Location will be provided to vendor depending upon VMC/VSCDL requirement</li> </ul>

<b>Services</b>	<b>Approximate Time for Issuance of Request Order</b>	<b>Tentative Scope/ Approximate Sizing</b>	<b>Tentative Lead Time</b>
Request Order 1	One week post issuance of LOI/ completion of feasibility study	20 Location	3 Month post issuance of request order (Based on performance)
Request Order 2	Post completion of RO 1	20 Location	1.5 Month post issuance of request order (Based on performance)
Request Order 3	Post completion of RO 2	25 Location	1.5 Month post issuance of request order (Based on performance)

**Operation & Maintenance (O&M) Phase**

The O&M phase, wherein the System Integrator shall operate and maintain the ALEPS solutions, will commence from the “Go-Live” date. The O&M phase shall be for a period of 3 years.

**Payment Milestone & Timelines**

The System Integrator shall be responsible for the implementation of the project within the timelines as indicated in the table below. The detailed project timelines are as provided in the Table below:

\* where “T” is the date of Signing of Contract between VSCDL and the System Integrator or Issuance of LoI – whichever is earlier

<b>Milestone No.</b>	<b>Payment Milestone for Implementation Phase</b>	<b>Payment Amount</b>	<b>Payment Schedule</b>	<b>Deliverables</b>
M1	Acceptance of System Requirement Specification Document	10% of the solutions CAPEX price on acceptance of System Requirement Specification Document	T1 = T + 3 Weeks	SRS Document
M2.1	Material delivery	20% of the solution CAPEX price	T2 = T1 + 3 Month	Design Document, As Built Drawings
M2.2	UAT from 1 location	30% of the solution CAPEX price	T3 = T2 + 1 Month	Training Manual, Operations and Support Manual

M2.3	'Go-Live' implementation of the solution	20% of the solution CAPEX price	T4 = T3 + 1 Month	Various Analytics Reports
M2.4	On completion of 3 months from 'Go-Live' date of the solution	20% of the solutions CAPEX price	T5 = T4 + 3 Month	
M3	Operation and Maintenance of solutions	On quarterly basis post completion of the quarter	T6 = T5 + 3 years	

**Note:**

- The payment timelines will be adjusted based on the adherence to performance of the successful bidder as per implementation timeline.
- All payments to the Implementation Vendor shall be made upon submission of invoices along with necessary approval certificates from concerned Authority like VMC/VSCDL.
- The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document of this RFP.
- All payments shall be made by VSCDL after obtaining a no-objection certification from VMC regarding the deliverables carried out by the System Integrator, subject to any applicable deductions.

## 5.7 Overview of Roles and Responsibilities of Key Stakeholders

The broad roles & responsibilities of key stakeholders are as described in the Table be-low:

Stakeholder	Role Description
<b>Vadodara Smart City Development Limited (VSCDL)</b>	<ul style="list-style-type: none"> <li>• Co-ordination with VMC &amp; other agencies/departments for implementation of the ALEPS project</li> <li>• Signing the Contract Agreement for executing the project with shortlisted vendor (System Integrator )</li> <li>• Release payments to the System Integrator</li> <li>• Provide overall guidance, review and steer the project</li> <li>• VSCDL will reimburse the electricity bill including connection charge to SI, post SI submit the original bills with the payment receipt</li> <li>• Appoint a dedicated Officer who looks into Encroachment cases for ALEPS Project for smooth implementation of the Project. Unless otherwise approved, CEA (VSCDL) will be the designated Officer for the ALEPS Project.</li> <li>• Provide necessary information/documents to the System Integrator for carrying out survey and other field related works</li> <li>• Co-ordination with the System Integrator for implementation of the project</li> <li>• Monitor and review the project progress</li> <li>• Provide prioritisation of sites.</li> <li>• Review the deliverable submitted by the System Integrator and Provide Technical review/inputs for ALEPS solutions.</li> <li>• Highlight deviations/issues in the deliverables of ALEPS by System Integrator to VSCDL in resolution of issues.</li> <li>• Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.</li> <li>• SLA monitoring</li> <li>• Defining the escalation mechanism for timely resolution of issues &amp; risks.</li> </ul>

Stakeholder	Role Description
<b>System Integrator</b>	<ul style="list-style-type: none"> <li>• Field survey to understand the detailed requirements</li> <li>• Prepare the Project Plan in consultation with the VSCDL</li> <li>• Enter into contract with VSCDL</li> <li>• Deliver the Project Milestones as defined in the Contract Agreement</li> <li>• Conduct training for officials and staff from VSCDL for the ALEPS Solutions</li> <li>• Establish communication (connectivity) during commissioning period and entire operation and maintenance period of 3 years.</li> <li>• Transfer of all the assets created within 30 days from the date of completion through proper sale Invoice.</li> <li>• Undertake testing/3<sup>rd</sup> party certification of solution components as required.</li> <li>• Customize, Configure, Maintain and update the ALEPS Web and Mobile Application dashboard software during the contract period.</li> <li>• Provide project management services for entire duration of the Project</li> <li>• Develop the project plan and project charter</li> <li>• Coordinate workshops and discussion meetings between project stakeholders</li> <li>• Train the identified personnel of each department on operating and maintaining the complete system.</li> <li>• Prepare quarterly and annual reports</li> <li>• Submission of design/architecture of the plot and data centre devices before go-live.</li> <li>• Any other tasks as required for successful implementation and post implementation support for the project.</li> </ul>

## 5.8 Functional and Technical Requirements

### 5.8.1 ALEPS Technical Hardware Specifications

The technical specifications of ALEPS Devices shall be as set out in the table below:

#	Device/Equipment	Minimum Requirements
1	IP Based CCTV	1/2.8" 2MP Progressive Scan CMOS; Video Compression:H.265+, H.265, H.264+, H.264, MJPEG; Illumination: 0.006Lux/F1.4( Color, 1/3s, 30IRE) 0.05Lux/F1.4( Color, 1/30s,30IRE) 0Lux/F1.4(IR on) IR Distance: Distance up to 60m(197ft) Focal Length: 2.7mm~13.5mm Resolution: 1080P(1920×1080)/ 1.3M(1280×960)/ 720P(1280×720)/ D1(704×576/704×480)/ VGA(640×480) CIF(352×288/352×240) Electronic Shutter speed: Auto/Manual, 1/3~1/100000s Max Aperture: F1.4 Angle of View: H:106°~29°, V:57°~17° Close Focus Distance: 0.3m S/N Ration: More than 50dB Day& Night: Auto(ICR) / Color / B/W Noise Reduction: 3D DNR White Balance: Auto/Natural/Street Lamp/Outdoor/Manual Edge storage: NAS, Micro SD Card 128GB RAM: 256MB Digital Zoom: 16x Adjustment Range: Pan: 0° to 360°, tilt: 0° to 90°, rotate: 0° to 360° Ingress Protection: IP67 or above Power Consumption: <12W Operating Conditions: -30 °C ~ 60 °C (-22 °F ~ 140 °F) Humidity 95% or less (non-condensing)
2	POE Injector Switch	8 Port Gigabit PoE Switch with 2 Giga UP-Link Port and 1 (10G) Fiber UP-Link Port PoE Port Output Power – 15.4/30W IEEE802.3af/at Whole Power – 150W Transmission distance – 150 m Switching Capacity – 16 GBPS

#	Device/Equipment	Minimum Requirements
		Port function : Power priority mechanism, fast and forward, MAC automatic learning and aging IEEE802.3X Full-duplex and mode and backpressure for Half-duplex mode Working temp: -10 – 55 Degree C
3	Stabilizer	220 V AC Stabilizer: Working Range – 90V-290V, Capacity- 3A
4	Field Junction Box	Field Junction Box with waterproof rubber with PDU, Fan with Canopy, air filter, locking system. Rack size -6U. Shall avoid dust, water and anti-corrosive materials. Pole mountable with 8 inch diameter and above.
5	Processing Module	Processor: Cortex-A53 (ARMv8) 64-bit SoC @ 1.4GHz 2.4GHz and 5GHz IEEE 802.11.b/g/n/ac wireless LAN, Bluetooth 4.2, BLE RAM 1 GB
6	Local Server	Processor: Intel 4108 Xeon - 1.8Ghz, 8Core RAM 32 GB DDR4 Storage: 4 TB Enterprise SATA RAID1
7	Poles for Cameras and Equipment	Street pole with 11 meters with Led Lights
8	Mount for Camera	Network Camera Pole Mount Bracket Back Junction Box - Cable hole on bracket & Screw Minimum 6 inch diameter
9	CAT 6 Cable	CAT6 Outdoor cable & Patch Cord & Patch cord
10	Fibre cable for network	Fibre cabling and connectors
11	Operating temp.	upto 55 degree C

### 5.8.2 Automated Land Encroachment Prevention System - Functional Requirements of Automated Land Encroachment Prevention System

The ALEPS System Integrator shall be responsible to design, develop, test, integrate, install and provide the Automated Land Encroachment Prevention System for the Project, which shall comprise various functional modules including but not limited to the following:

### **Encroachment Detection Algorithm**

The Encroachment detection module will be the main module of the ALEPS. The Encroachment detection module will meet the following functional requirements:

- Encroachment shall be detected against humans, Cars, Trucks, and Tents
- Algorithm should be based on Background Modelling Technique with some form of noise cancellation technique
- Encroachment Algorithm shall work at 50% and above visibility conditions
- Encroachment Algorithm shall work with an object classification Accuracy of minimum 90%
- Encroachment Algorithm shall have the ability to geofence (virtual boundary) an area and detect encroachments only in the specific area
- Encroachment algorithm shall collate feed from multiple cameras in a plot and detect encroachment in either of the camera
- Encroachment Algorithm shall have an Enable/Disable functionality
- Algorithm shall not use any third party API for object detection or classification
- Algorithm shall work with the rtsp protocol to access the camera feed
- Algorithm shall detect any human entering the setup area to detect possible theft and tampering of setup and alert authorities.

### **Ticketing System**

Land Encroachment algorithm shall feed in encroachment cases in ticketing system which shall assign tickets to designated officers:

- Auto assignment of tickets to the designated Encroachment Department officers
- Notifications shall be sent to officers' email id and registered mobile number
- System shall send push notification to officers for instant preventive action
- System shall have a provision to maintain ticket queues of individual officer
- System shall maintain Audit log of all the actions performed by officers

### **Security Management**

The ALEPS shall be designed in a way so as to ensure maximum security of all sub-systems/ components of the System. The ALEPS 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 Vadodara 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.

### SMS Integration

Using preexisting SMS gateways of VMC/VSCDL, below SMS are to be sent to Encroachment Officials:

- Encroachment setup not working
- Encroachment setup under maintenance
- Encroachment case open for more than 8 hours

Below SMS are to be sent to Senior Officials:

- Encroachment setup not working for more than 1 day
- Encroachment open cases count more than 5 per location
- Encroachment case count for a location goes above 4 in a month

## 5.8.3 Hardware Requirements specific to Automated Land Encroachment Prevention System

The technical specifications specific to ALEPS Devices shall be as set out in the table below:

Parameter	Minimum Requirements
CCTV Camera	CCTV to capture the feed and provide the feed on a continual basis to the edge device. CCTV shall be placed with Network Camera pole mount bracket and provisions shall be taken to ensure no blind spots
Edge Analytics processor	Edge analytics processor shall process feed coming from the CCTV cameras installed via rtsp. Post processing, screenshot of the area along with the classifications shall be sent to a common server placed at CCC premises
Local Server	The application server, database server and hosting platform shall be in configured on the local server. All the edge analytics processor shall send data to this local server
SIM card based router	A router with a provision for sim card to connect the edge analytics processor to the local server.

Parameter	Minimum Requirements
Rack with cooling unit	An outdoor rack shall be used to place the components (edge analytics processor, sim card based router, stabiliser, battery)  A cooling unit shall be used to maintain operating temperature of the setup.
Light Pole	Street pole with 11 meters height to be installed at the center of the plot

#### 5.8.4 Acceptance criteria for set up completion

Setup of the ALEPS at each land plot will be considered completed when it fulfils the following criteria

- Camera setup should cover the entire plot boundary without any blind spot
- Encroachment alerts are seen on dashboard
- Setup should be resistant to temperature up to 55 degree C
- Set up on the plot is successfully integrated with the application for officers
- Encroachment ticket should be raised on the dashboard within 30 minutes of the incident

#### 5.8.5 Analysis Reports

The ALEPS system dashboard shall provide access to following reports:

##### Status reports

- Number of VMC land plots covered under ALEPS
- Encroachment cases with Open status
- List of encroachment cases detected per location (Filtered on the basis of Open/Closed/Date range)
- List of reassigned encroachment cases.
- Response time of the team on encroachment cases

##### Analytics reports

- Areas most prone to encroachment
- Time of the day when a particular area is most susceptible to encroachment
- Time of the year when a particular area is most susceptible to encroachment
- Nature of the encroachment in different areas of the city
- Subsequent reports can be requested from the vendor subject to captured data



### 5.8.6 Test cases for ALEPS Implementation

#	Use Case
1.	All the data processing should happen on Edge processing based controller
2.	Classification of tents, person, motorcycle, cars, trucks, buses and other heavy vehicles should be individually detected among other objects placed in the surrounding, Detection, classifying and notifying the intrusion of perennially appearing objects like tent, person and car will have to be showcased as part of the POC.
3.	An alert should be raised if the intrusion has been present for more than 10(Configurable) seconds
4.	Encroachment alert should be updated on the dash board within 10 seconds of the alert generation
5.	Detection should happen only in the geo fenced area
6.	Detection and classification accuracy should be above 95%
7.	Algorithm shall work with the rtsp protocol to access the camera feed.
8.	SMS Notification of the alert should be sent to authorized number along with screenshot of encroachment
9.	Encroachment alert shall be seen on a desktop dashboard along with a mobile application

### 5.9 Bill of Materials for Automated Land Encroachment Prevention System

The Indicative Bill of Materials for an individual plot considering for a plot area of 50 x 50 meter.

SI.	Line Item/Description	Unit	Quantity Per Location
<b>A</b>	<b>Hardware Components</b>		
1.	IP Based CCTV Camera	No.	5
2.	Edge Analytics processor	No.	1
3.	POE Injector + Switch	No.	1
4.	Stabilizer	No.	1

SI.	Line Item/Description	Unit	Quantity Per Location
5.	Cooling Mechanism Rack with PDU/Junction Box	No.	1
6.	Standardized Signage for CCTV Pole	No.	1
7.	Poles for Cameras and Equipment	No.	1
8.	Location Layout drawings (AutoCAD)	No.	1
9.	Networking Cost (Passive Component)	Lump Sum	1
10.	Digging, Piping & Re-filling, including Digging for Electrical Cabling	Lump Sum	1
<b>B</b>	<b>Software Components</b>		
1.	Backend Encroachment detection algorithm	No.	1
2.	Backend Ticketing System	No.	1
3.	Admin Dashboard	No.	1
4.	Officers Dashboard	No.	1
5.	COTS items (Microsoft Windows Professional OS, MS SQL for database, Microsoft Office, latest antivirus and firewall setup)	No.	1
<b>C</b>	<b>Infrastructure &amp; Other Cost</b>		
1.	Data Center Maintenance	No.	1
2.	Data digitization, training etc.	LS	1
<b>D</b>	<b>OPEX</b>		
1.	Maintenance of CCTV and other onsite setup	No.	1
2.	SIM card based connectivity	No.	1

### 5.10 Common Infrastructure and Server

Common Infrastructure Bill of Materials ALEPS for the city considering 65 land encroachment locations is as below:

Sl. #	Line Item/Description	Unit	Quantity	Total
1.	Server Infrastructure (sizing as per proposed solution and one setup)	No.	1	1
2.	Server	No.	1	1
3.	Storage (3 year data)	4Tb	1	1
4.	Networking	No.	As per proposed solution	1
5.	OS	No.	As per proposed solution	1
6.	DB	No.	As per proposed solution	1
7.	Antivirus	No.	As per proposed solution	1

### 5.11 O&M of the Proposed Solution for 3 years after Go-Live

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, implementing any system change requests, addressing the incidents/problems raised by the users for problems/bugs in the application, etc.

The selected vendor shall provide for single sign-on facility and keep the application software in high availability mode meeting the requirements defined by the VMC from time to time based on functional, administrative or legislative priorities, perform any changes and upgrades to applications as requested by the VMC and required for achieving the project objectives.

Following is the broad scope for maintenance and support functions with regard to software.

- **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 VMC 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”.

- **Content Management**

- The selected vendor would be responsible for carrying out day to day content management as per the requirement of VMC for the entire project period. Content Management scope would cover both VMC’s intranet and internet based web portal.

- **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/ Hardware/ Firmware 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 VMC.
- 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 problems (e.g. system malfunctions, performance problems 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 VMC 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 VMC, 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.

- **Software Change and Version Control**

All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:

- Appropriate communication on change required has taken place
- Proper approvals have been received
- Schedules have been adjusted to minimize impact on the production environment

The selected vendor shall define the Software Change Management & Version Control process and obtain approval for the same from the VMC. For any changes to the software, the selected vendor has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. The selected vendor is required to obtain approval from the VMC for all the proposed changes before implementation of the same into production

environment and such documentation is subject to review at the end of each quarter of operations and maintenance support.

In case of any upgrades in hardware, OS and system software, the selected vendor will have to migrate the solution on new solution. All patches and/or upgrades which are released by respective OEM for all supplied software must be carried out within 15 days.

- **Maintain Configuration Information**

Maintain version control and configuration information for application software and any system documentation.

- **Maintain System Documentation**

Maintain and update documentation of the software system. Ensure that:

- Source code is documented
- Functional specifications are documented
- Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS
- User manuals and training manuals are updated to reflect on-going changes/enhancements
- Standard practices are adopted and followed for version control and management

## **5.12 Deployment and Supervision of Personnel during O&M Period**

- 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:
  - Recruitment of the personnel possessing the qualifications prescribed in the RFP
  - 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
- All staff deployment by the selected vendor must be done in concurrence with VMC.
- During the course of the contract, if it becomes necessary to replace any of the key personnel due to any reason (including competence, nature, behaviour, characteristic and knowledge), the selected vendor shall forthwith with due approval from VMC, provide as a replacement, a person of equivalent or better qualifications and experience than the resource being replaced / or proposed in the bid.
- The team proposed in the proposal should be on the rolls of the selected vendor(s) at the time of submission of the proposal. For any change of the resource or any resource being proposed for operations, the selected vendor should have to submit the CV of the resource, at least 2 weeks in advance for VMC to decide on the replacement.
- 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.

- 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.
- 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 Director (IT) or the nominated authority. All concerned staff will be required to work beyond working/office hours of VMC & the bidder and on holidays too, in case there is such need.
- For all resources (i.e. employees) which are deployed on this project by the selected bidder, the salaries of such employees must be paid to their savings bank account (i.e. electronic disbursement of salary). The bidder has to submit such declaration signed by CFO (or equivalent) of the parent organisation of the employee.
- 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	Minimum Qualification
1.	Project Manager (#)	Onsite	As per Scope of Work and Deliverables requirement	Offsite, Part-Time	3	Graduate in engineering with minimum 8 years of IT experience including minimum of 4 years of experience in project management.
2.	Technical Engineer/ Admin (##)	Onsite	As per Scope of Work and Deliverables requirement	Onsite, Full-Time	3	Graduate with minimum 2 years of support experience in field implementation and integration of IT equipments

### 5.13 Capacity Building and Training

- Selected vendor should impart end user training to VMC users on solutions to allow end users to effectively and efficiently use the application system to support business processes. Selected vendor should provide solution specific training manual for the training sessions.
- Selected vendor should impart training to different users as stipulated below on usage and implementation of the features of the proposed products. Selected vendor should provide Training Manuals covering product features specific to VMC requirements.
- Selected vendor should ensure necessary environment setup, data creation to conduct end user training.
- VMC shall provide the necessary infrastructure such as training classrooms to conduct the end user training.
- The trainers imparting the training should be well versed in Gujarati and English language.
- Training shall also be provided for teaching the basic trouble shooting activities in case of problems.
- The location of the training sessions shall be decided by VMC after discussions with the selected vendor.

Apart from above, the selected vendor shall handhold all Technical staff of IT Department, on continuous basis for matters related to ALEPS Solution, Hardware, System Software etc. during entire contract period.

### 5.14 Incident Management

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.

Sr.	Processes to be followed to deliver services
1	Every incident and all required data is 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.

## 6 Service Level Agreement

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

The benefits of this SLA are to:

- Trigger a process that applies VMC and the selected vendor management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that VMC has for performance.
- Helps VMC control the levels and performance of selected vendor services.

The selected vendor and VMC shall maintain a regular contact to monitor the performance of the services being provided by the selected vendor and the effectiveness of this SLA. This Service Level Agreement is between the selected vendor and VMC.

Following are the criticality levels of the services to be rendered by the Contractor under this contract. The resolution time shall not exceed the stipulated time for the Metric given in the below table. All the calls are to be closed within specified Service Level Agreement (SLA), irrespective of time the call is registered. The Service Level Agreements (SLAs) covered will be calculated on 24 hours a day 7 days a week basis.

**Note:** If total penalty amount crosses 10% of overall contract value, VMC reserve the right to invoke Annulment of the Contract.

### Service Level Agreement

- The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Implementation Agency to the Client for the duration of this contract period of the Project.
- Timelines specified in the above section (**Work Completion Timelines and Payment Terms**) shall form the Service Levels for delivery of Services specified there-in.
- All the payments to the System Integrator (SI) are linked to the compliance with the SLA metrics specified in this document.
- The project Service Level Agreement are proposed to be performance based. For purposes of Service Level Agreement, the definitions and terms as specified along with the following terms shall have the meanings set forth below:
  1. “Uptime” shall mean the time period for which the specified services/components with specified technical and service standards are available for the application. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as:  
  

$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$
  2. “Downtime” shall mean the time period for which the specified services are not available for the Users, the scheduled outages/planned maintenance time planned in advance for application. The planned maintenance time/scheduled downtime will include activities like software upgrades, patch management, security software installations etc.
  3. The selected SI will be required to schedule ‘planned maintenance time’ with prior approval of Client. This will be planned outside working time. In exceptional circumstances, Client may allow the SI to plan scheduled downtime in the working hours.
  4. “Incident” refers to any event/abnormalities in the functioning of the application, and services that may lead to disruption in normal operations.



5. “Helpdesk Support” shall mean the 24x7x365 centre which shall handle Fault Reporting, Trouble Ticketing and related enquiries during this contract.
  6. “Response Time” shall mean the time incident is reported to the help desk and an engineer is assigned for the call.
  7. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the SI and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time shall vary based on the severity of the incident reported at the help desk. The severity would be as follows:
    1. Level 3 (Critical/High): The application is down impacting critical business functions or multiple modules/ functions down impacting users on daily operations or any module/functionality deemed as highly critical by VMC.
    2. Level 2 (Medium): One module/functionality down impacting critical business functions having major impact on daily operations.
    3. Level 1 (Low): Loss of business functionality for less than 10 users impacting day to day operations or minor functionality down impacting less than 10 users.

#### 6.1.1 Availability of Field Equipment

<b>Definition</b>	<p>Availability of Field equipment will mean that the equipment is able to perform its intended functions.</p> <p>Field equipment shall mean Camera setup, Dashboard availability and other ALEPS devices used on the field.</p>
<b>Service Level Requirement</b>	The average availability of the Field equipment should be at least 94% in a month.
<b>Measurement of Service Level Parameter</b>	<p><math>\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Working Hours in a Month}] \times 100\}</math></p> <p>Each Device must meet the minimum Availability Standard of Performance on monthly basis</p>
<b>Service Level TATs</b>	<p>In case of Theft or replacement, setup should be replaced within 96 hours of reporting</p> <p>In case of repair, setup should be repaired within 48 hours of reporting</p> <p>In case of setup alignment change, setup should be realigned within 48 hours of reporting</p>

<b>SLA Exclusion</b>	<p>Excludes:</p> <ul style="list-style-type: none"> <li>Scheduled downtime, subject to agreed schedule</li> <li>Vandalism damage</li> <li>Low sunlight conditions</li> <li>Connectivity issue from the network service provider</li> <li>Extreme temperature of above 55 degree C</li> <li>Natural calamities</li> </ul>
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### 6.1.2 ALEPS Application Response Time

<b>Definition</b>	Application response time refers to the page load time, i.e. the time for loading a webpage of the ALEPS Dashboard application.
<b>Service Level Requirement</b>	The average application response time for users (time taken for loading of a web page) should not exceed 10 seconds in a month.
<b>Measurement of Service Level Parameter</b>	Application response time shall be measured on the basis of automated reports. The data should be captured through third party tools (gtMetrix or similar tool) every 60 minutes during the working hours.

### 6.1.3 ALEPS Application Performance Indicator

<b>Definition</b>	Application performance is calculated by finding number of encroachments (Human/cars/Heavy Vehicles/tent) in the geo fenced area for more than 30 minutes among 100 such cases. This is under consideration that visibility via CCTV is more than 50%.
<b>Service Level Requirement</b>	The average accuracy of the application shall be minimum 90%.
<b>Measurement of Service Level Parameter</b>	Application accuracy shall be measured by validating CCTV feed data for 1 day. Data will have be captured via the system and has to be verified manually every 60 minutes during the working hours.

### 6.1.4 'SLA for Project Implementation

<b>Definition</b>	<p>Timely Completion of Project Milestones would comprise all milestones and deliveries including supply, installation and commissioning of ALEPS Solution that is to be completed as part of the project deliverables as per the defined timeframe, as per the Agreement.</p> <p>Week is defined as a seven-day calendar period, e.g. one starting with Sunday and continuing through Saturday.</p>
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<b>Service Level Requirement</b>	All the milestones/ deliverables defined in the agreement have to be completed within the timelines mentioned in the Agreement without any delay.
<b>Measurement of Service Level Parameter</b>	<p>To be measured in number of weeks of delay from the date of completion as defined in the Agreement.</p> <p>Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract liquidated damage as given in “Work Completion Timeline and Payment Terms” section of this RFP.</p> <p>Liquidated damage will be computed on CAPEX value of Contract. If the liquidated damages reach 10% of the total contract value, VSCDL may invoke termination clause.</p>

The successful bidder will adhere to the project implementation schedule. The Service Level Agreements (SLA) and the applicable penalties in case of non-adherence to project delivery timelines is specified in **Section 5.6**.

Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.2% of the CAPEX of Request Order value per week for first 8 weeks and 0.3% per week for every subsequent week.

If the liquidated damage reaches 10% of the total contract value, VSCDL may invoke termination clause. Liquidated damage will be computed on CAPEX value of Contract/Request Order value of the particular phase.

### 6.1.5 SLA for Maintenance and Support Term

#### Post Implementation Service Level

##### Availability Measurement Calculation for a Month

Availability of Project components for a month shall be measured using following formula.

$$\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Working Hours in a Month}] \times 100\}$$

Wherein,

**"Actual Uptime"** shall mean, of the Total Hours, the aggregate number of hours in any month during which each equipment/Hardware/application is actually available for use.

**"Scheduled Downtime"** shall mean the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Service Provider's (or Service provider's) failure to exercise due care in performing Service Provider's responsibilities. The Authority would provide a maximum of 12 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

**"Total Working Hours"** shall mean the total hours over the measurement period i.e. one month (18 \* number of days in the month).

**Downtime Calculation** - Recording of downtime shall commence at the time of raising a ticket with Helpdesk/Service Provider for any downtime situation for the equipment. Down-time shall end when the problem is rectified and the Hardware/equipment is available to the user.

Down time shall not be considered for following:

- Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
- Downtime arising out of the incidents not attributable to ALEPS System Integrator.
- The bidder has to use any open source EMS/NMS system such as openNMS (Open Source NMS Software) or NetXMS, Nagios or LibreNMS or a combination of these in order to measure all the SLA.

The bidder has to design the system solution in such way that the system uptime should be 99%. The system uptime shall be measured on Monthly basis. In case of system uptime falls below 99%, penalty as per following shall be applicable.

#	Performance Area	Baseline		Lower Performance		Breach	
		Metric	Points	Metric	Points	Metric	Points
1. Field Devices – IoT Devices – Uptime							
a.	Switch (irrespective of network/power/etc. issues)	>= 99%	10	< 99% to >= 98%	5	< 98%	0
b.	CCTV Cameras (irrespective of network/power/etc. issues)	>= 98%	10	< 98% to >= 96%	5	< 96%	0
c.	Processing Module (irrespective of network/cabling/power/etc. issues)	>= 99%	10	< 99% to >= 98%	5	< 98%	0
2. Application Performance (includes any user/system application related to the project)							
a.	Overall ALEPS Application availability at CCC	>=99%	10	<99% to >= 97%	5	< 97 %	0
b.	Reports Generation Response Time (Alerts/MIS/Logs etc.)	Simple query: <= 5 secs.  Medium complexity query: <= 30 secs.  High complexity query: <= 1 min.	5	Simple query: > 5 secs to <= 10 secs Medium complexity query: > 30 secs to <= 60 secs High complexity query: > 1 min. to <= 2 mins.	2.5	Simple query: > 10 secs  Medium complexity query: > 60 secs  High complexity query: > 2 mins.	0
	Time for successful modification of settings of field devices	<= 4 secs	2.5	> 4 secs to <= 6 secs	1.25	> 6 secs	0
3. Video Analytics Performance							
a.	Encroachment alerts	>= 90%	10	< 90% to >= 80%	5	< 80%	0
b.	Any other analytics (SLA to be defined in discussion with successful bidder)	>= 90%	5	< 90% to >= 80%	2.5	< 80%	0
4. Network Performance							
a.	Up Time (Signal Availability)	>= 99%	5	< 99% to >= 98%	2.5	< 98%	0

<b>5. Underlying IT Infrastructure Uptime/Availability at Data Centre</b>							
a.	Local Servers	>= 99.95%	5	< 99.95% and >= 99.5%	2.5	< 99.5%	0
<b>6. Security/Patch Services for IT Infrastructure</b>							
a.	Security rules update within 2 hours of approved change management request	0 violations of service parameters	2.5	1 – 4 violations	1.25	> 4 violations	0
b.	Anti-virus, Anti-spyware, Anti-spam updates within 24 hrs. of request	0 violations of service parameters	5	1 – 4 violations	2.5	> 4 violations	0
c.	Critical patches – within 48 hours of patch release	0 violations of service parameters	5	1 – 4 violations	2.5	> 4 violations	0
d.	Non-critical patches – within 15 days of patch release	<= 1 violation of service parameters	5	2 – 5 violations	2.5	> 5 violations	0
e.	Resolution of issue	<= 8 hrs. (Critical issue)  <= 16 hrs. (Medium issue)  <= 4 days (Low issue)	5	> 8 hrs. and <= 12 hrs. (Critical issue) > 16 and <= 24 hrs. (Medium issue) > 4 and <= 8 days (Low issue)	2.5	> 12 hrs. (Critical issue)  > 24 hrs. (Medium issue)  > 8 days (Low issue)	0
<b>7. Change Requests (CR)</b>							
a.	Change Requests for changes in existing/ already deployed modules  * T is the timeframe for completion of the Change Request as agreed upon by VSCDL and SI	<= T weeks (Critical Change)  <= T+1 weeks (Medium Change)  <= T+2 weeks (Low Change)	5	> T weeks and <= T+1 weeks (Critical Change) > T+1 weeks and <= T+2 weeks (Medium Change) > T+2 weeks and <= T+3 weeks (Low Change)	2.5	> T+1 weeks (Critical Change) > T+2 weeks (Medium Change) > T+3 weeks (Low Change)	0
<b>Total Score</b>			<b>100</b>		<b>50</b>		<b>0</b>

*Each quarter, based on performance and points table provided above, the bidder will be given points out of 100 based on the reports from EMS/ NMS system. For each point less than 100, the bidder will be deducted 0.5% of the quarterly opex amount. For example if the bidder obtains 90 points, then penalty deducted will be 5%. Then maximum applicable penalty will be 20% of the quarterly opex value, beyond which, the contracted will be terminated as per discretion made by VSCDL/ VMC.*

### 6.1.6 Hardware SLA

The successful bidder has to maintain the hardware service response time during entire contract period. The Service response time & subsequent penalty applicable (in case of failure of maintaining the service response time) is as mentioned below:

- The Maximum Time To Repair (i.e. time required for successful bidder's maintenance engineer to report at the site after a request call/e-mail/fax is made or letter is written by VMC) shall not exceed 12 hours
- The Replacement Time: In case of failure of any Hardware, the successful bidder will be liable to replace the damaged/faulty parts within 48 working hours (6 days) working Hours after fault detection. In case of shipment of hardware to OEM service centre for repair/replacement purpose, the total period taken from dismantling of the hardware from site, shipment to OEM service center & reinstallation of the repaired/replaced hardware at site should not exceed 15 working days.

Time period passed above	Penalty
Up to 1 Day	Minimum of Rs. 500/-
From 2 days to 4 days	Rs. 1,000/-
From 4 days to 10 days	Rs. 5,000/-
More than 10 days	Rs. 5,000/- per day then after

### 6.1.7 SLA Exclusions

- The time lost due to power or environmental failures not attributed to the bidder shall not be included in calculating "Resolution Time"
- In case of hardware damage by natural conditions and in case of theft of hardware vendor, shall not be responsible
- Maximum penalty, for not adhering to SLA requirement, that can be recovered as per rates mentioned above shall be 10% of the total contract price. Once the maximum is reached, client shall have the right to terminate the Contract without prejudice to its rights for claiming further general damages under the law.
- The downtime calculated shall not include the following:
  - Down time due to hardware/software and application which is owned by VMC at their premises
  - Negligence or other conduct of VMC, including a failure or malfunction resulting from applications or services provided by VMC or its other vendors
  - Failure or malfunction of any equipment or services not provided by the selected vendor
- However, it is the responsibility/onus of the selected bidder to prove that the outage is attributable to VMC. The selected vendor shall obtain the proof authenticated by the VMC's official that the outage is attributable to the VMC.

**Note:**

- The selected vendor shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Selected vendor shall appoint as many team members as deemed fit by them, to meet the time schedule and SLA requirements.

## **6.2 Issue and Escalation Management Procedures**

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between the VMC and the selected vendor. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

## **6.3 Issue Management Procedures**

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

- The VMC and the selected vendor will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined for the same.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- The VMC and the selected vendor shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The selected vendor will then communicate the resolution to all interested parties.
- In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

## **6.4 SLA Change Control**

It is acknowledged that this SLA may change as VMC's business needs evolve over the course of the Contract period. This document also defines the following management procedures:

1. A process for negotiating changes to the SLA
2. An issue management process for documenting and resolving difficult issues
3. VMC and selected vendor management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management

Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

## **6.5 SLA Change Process**

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The selected vendor can initiate an SLA review with the VMC. Unresolved issues will be addressed using the issue management process described in this document. The selected vendor shall maintain and distribute current copies of the SLA document as directed by VMC. Additional copies of the current SLA will be made available at all times to authorized parties.



## **6.6 Version Control**

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

## **6.7 Responsibilities of the Parties**

### **6.7.1 Responsibilities of the Selected Vendor**

Selected vendor is responsible for executing this Contract and delivering the services, while maintaining the specified performance targets.

Additionally the selected vendor is responsible for:

- Reporting problems to VMC as soon as possible
- Assisting VMC in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect selected vendor's ability to deliver the services
- Assisting VMC to address and resolve issues from time to time

Selected vendor shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

### **6.7.2 Responsibilities of the VMC**

VMC is responsible for:

- Reporting defects and problems to the selected vendor as soon as possible
- Assisting selected vendor in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect selected vendor's ability to deliver the services
- Assisting selected vendor to address and resolve issues from time to time

Selected vendor shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

## **6.8 Management Escalation Procedures and Contact Map**

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that VMC and selected vendor management are communicating at the appropriate levels.

### **Escalation Procedure**

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- Either the VMC or the selected vendor can initiate the procedure
- The "moving party" should promptly notify the other party that management escalation will be initiated



- Management escalation will be defined as shown in the contact map below
- Escalation will be one level at a time and concurrently

### Contact Map

Escalation Level	Department Representative with Contact Details	Selected Vendor* Representative with Contact Details
Level 1: Project Manager		
Level 2: Steering Committee		

**\*Selected vendor shall provide Detailed CVs for the following:**

- Project Manager
- Team Members/Engineers

### Agreement for Management Escalation Procedures and Contact Map

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. \_\_\_\_\_ to be executed by their respective authorized representatives.

**For and on behalf of:**

-----Bidder

**Place:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Office Seal:** \_\_\_\_\_

**For and on behalf of:**

-----VMC

**Place:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Office Seal:** \_\_\_\_\_

## 7 Annexure I: Instructions for Pre-Qualification Bid

### 7.1 Pre-Qualification Cover Letter

Date: <DD/MM/YYYY>

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

**Sub : Selection of SI for the Project "Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) under Vadodara Smart City Initiative"**

**Ref : Tender No: <No> dated <DD/MM/YYYY>**

Dear Sir,

Having examined the Bid document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid document for the **"Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) under Vadodara Smart City Initiative"**.

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to VSCDL, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department 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 RFP (and subsequent clarification/corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. 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 RFP.

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 :  
Company :  
Address :  
Telephone & Fax :  
E-mail Address :

**7.2 Check-list for the documents to be included in the Pre-Qualification Folder**

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	DD of required amount as Tender fee (in separate envelop)		
2.	EMD of INR 10,00,000/- (Rupees Ten Lakhs only) (Form PQ_1)		
3.	Bid Cover Letter		
4.	Power of Attorney/board resolution to the authorized signatory of the bid		
5.	Copy of certificate of incorporation For global companies, equivalent certificate in the country of incorporation		
6.	Certificate from the statutory auditor/CA specifying the (a) overall annual turnover for last 3 audited financial years (FY 2015-16, 2016-17 and 2017-18), (b) turnover from IT Services/ICT business (#) for last 3 audited financial years (FY 2015-16, 2016-17 and 2017-1),  (c) net worth for last 3 financial years (FY 2015-16, 2016-17 and 2017-18)  (#) ICT stands for Information & Communication Technology project and include IT systems integration project.		
7.	Details of the projects executed (Form PQ_5 and PQ_6) along with LoI/work order with full BoQ, contract agreement and copy of invoice submitted to the client (for projects where the invoice copy is not available, the work order date should be at least 6 months before the released date of this RFP)		
8.	Declaration that the firm is not blacklisted by Central Government or any State Government organization/ department in India at the time of submission of the bid (Form PQ_7)		
9.	Declaration on stamp paper, for bidder not terminated, not being insolvent or in receivership or bankrupt (Form PQ_8)		
10.	Copy of audited balance sheet for last three financial years 2015-16, 2016-17 and 2017-18		
11.	Copy of the audited profit & loss statements for last three financial years 2014-15, 2015-16 and 2016-17		
12.	Copy of valid GST registration certificate		
13.	Copy of PAN card along with documentary proof of Income Tax returns for the last three financial years i.e. 2015-16, 2016-17, 2017-18.		
14.	Valid copy of any below of the certification <ul style="list-style-type: none"> <li>• ISO 9001:2008 certification</li> <li>• ISO 27001 certification</li> <li>• CMMI Level 3</li> </ul>		

### 7.3 PQ\_1: Bank Guarantee for Earnest Money Deposit (EMD)

To,

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

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

**7.4 PQ\_2: Bidder Information Format**

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

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

**Subject:** "Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City".

Dear Sir,

Please find below details for participation in "**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**" tender.

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :  
E-mail Address :

**Note:** To be submitted with any other supporting details specified as document proof in Section 3.4

### 7.5 PQ\_3: Power of Attorney

Whereas the VSCDL has invited applications from interested parties for the “**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**”.

Whereas \_\_\_\_\_ interested in bidding for the project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

M/s \_\_\_\_\_ having our registered office at \_\_\_\_\_,

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

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

For \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

#### Notes:

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

## 7.6 PQ\_4: Bidder's Turnover Details and Net Worth

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

<<The same format to be used for CA Certificate >>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

**Subject:** "Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City".

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for "**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**". I hereby declare that below are the financial details of our organization for last 3 financial years (FY 2015-16, 2016-17 and 2017-18).

#			FY 2014-15	FY 2015-16	FY 2016-17	Average
	Details		(i)	(ii)	(iii)	[(i)+(ii)+(iii) +/3]
1.	Lead Bidder	Overall Annual Turnover				
		Turnover from IT/ICT Business (# as defined in PQ)				
		Net Worth				

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		

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

Yours sincerely,



\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

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

**Note:** To be submitted with any other supporting details specified as document proof in Section 3.4

**7.7 PQ\_5: Experience of Implementing IT/ICT Projects**

&lt;&lt;To be printed on Company's Letterhead and signed by Authorized Signatory&gt;&gt;

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**”. I hereby declare that below are the details regarding relevant work that has been taken up by our company and matching with the pre-qualification criteria asked in section 3.4

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

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

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

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

## 7.8 PQ\_6: Undertaking for Technically Qualified Full-time Professionals on Company's Payroll

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

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**”. I hereby declare that my company <company's name> has <number > technically qualified professionals as on 31 March 2018.

NOTE: To be filled for the lead bidder

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

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

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

## 7.9 PQ\_7: Self Declaration – No Blacklisting

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

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

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

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

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Date :

Place :

Seal of the Organization :

### 7.10 PQ\_8: Self Declaration – Bidder Not Terminated, Not Being Insolvent or In Receivership or Bankrupt

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

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for “Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City”, as an Owner/Partner/Director of \_\_\_\_\_, I/We hereby declare that presently our Company/Firm \_\_\_\_\_:

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

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Date :

Place :

Seal of the Organization :

## 8 Annexure II: Instructions for Technical Bid

### 8.1 General Instructions for Preparation of the Technical Proposal

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

#### a. Bidder's Competence to Execute the Project

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

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

#### b. Technical Proposal

The technical proposal should specify the following:

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

#### c. Other Details

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

#	Name of Item	OEM/ Make	Exact Model	Part No.	Quantity/ License Count Offered
1.	<Item 1>				
2.	<Item 2>				
3.	<Item 3>				

4.	<Item 4>				
----	----------	--	--	--	--

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

**d. OEM Details**

- OEMs of all proposed equipment/components should have existence in India for last three years as on 31 December 2018.
- For OEM selection criteria, please refer RFP Vol. 2, Annexure VI, and Section 12.1 OEM Selection Criteria.
- During the PoC/Pilot/Demonstration at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed equipment/components for city conditions. If any brand/product is found unsuitable, bidder may get disqualified or may be asked to replace the product with better brands meeting the tender requirements. Without any cost implication or change s in commercial bid.

**e. Proposed Team for the Project**

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



## 8.2 Documents Checklist for Technical Bid

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

### 8.3 TQ\_1: Bidder's Turnover Details and Net Worth

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>  
<<The same format to be used for CA Certificate>>

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

**Subject:** "Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City".

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for "**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**". I hereby declare that below are the details regarding Overall Annual Turnover and Net Worth of our organization and for last 3 financial years (FY 2015-16, 2016-17 and 2017-18).

#	Details		FY 2015-16 (i)	FY 2016-17 (ii)	FY 2017-18 (iii)	Average [(i)+(ii)+(iii) +/3]
			(in INR Crores)			
1	Bidder	Overall Annual Turnover				
		Turnover from IT Services/ICT Business (# as defined in PQ)				
		Net Worth				
		Turnover from IT Services/ICT Business (# as defined in PQ)				
		Net Worth				

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		

Fax		
-----	--	--

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

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

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

## 8.4 TQ\_2: Experience of Implementing IT/ICT Projects

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

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**”. I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled separately for each project undertaken by the lead bidder

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

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

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

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

### 8.5 TQ\_3: Undertaking for Technically Qualified Full-time Professionals on Company's Payroll

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

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**”. I hereby declare that my company <company's name> has <number > technically qualified professionals as on 31 March 2017.

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

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

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

## 8.6 TQ\_4: Undertaking for Manpower Deployed on Project

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

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for “**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**”. I hereby declare that following resources are being proposed for the project.

NOTE: To be filled separately by the lead bidder

#	Proposed Position	Resource Name	Proposed CV Compliance
1.	Project Manager		
2.	Technical Engineer/ Admin		

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

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

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

**8.7 TQ\_5: CVs of the Manpower Proposed**

&lt;&lt;CV of the proposed Manpower to be submitted in the following format&gt;&gt;

1.	Name of the Staff				
2.	Current Designation in the Organization				
3.	Proposed Role in the Project				
4.	Proposed Responsibilities in the Project				
5.	Date of Birth				
6.	Education	Degree/Diploma	College/University	Year of Passing	
7.	Key Training and Certifications				
8.	Language Proficiency	Language	Reading	Writing	Speaking
9.	Employment Record (For the Total Relevant Experience)	From /To	Employer	Position Held	
10.	Total No. of Years of Work Experience				
11.	Total No. of Years of Experience for the Role Proposed				



12.	Highlights of Relevant Assignments Handled and Significant Accomplishments	Use following format for each project	
		Name of Assignment/Project:	
		Year:	
		Location:	
		Client:	
		Main Project Features:	
		Positions Held:	
		Activities Performed:	

13.	Name of the Staff																			
14.	Current Designation in the Organization																			
15.	Proposed Role in the Project																			
16.	Proposed Responsibilities in the Project																			
17.	Date of Birth																			
18.	Education	<table border="1"> <tr> <th>Degree/Diploma</th> <th>College/University</th> <th>Year of Passing</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			Degree/Diploma	College/University	Year of Passing													
Degree/Diploma	College/University	Year of Passing																		
19.	Key Training and Certifications																			
20.	Language Proficiency	<table border="1"> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>			Language	Reading	Writing	Speaking												
Language	Reading	Writing	Speaking																	
21.	Employment Record (For the Total Relevant Experience)	<table border="1"> <tr> <th>From /To</th> <th>Employer</th> <th>Position Held</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			From /To	Employer	Position Held													
From /To	Employer	Position Held																		
22.	Total No. of Years of Work Experience																			
23.	Total No. of Years of Experience for the Role Proposed																			
24.	Highlights of Relevant Assignments Handled and Significant Accomplishments	<p>Use following format for each project</p> <table border="1"> <tr> <td>Name of Assignment/Project:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main Project Features:</td> <td></td> </tr> <tr> <td>Positions Held:</td> <td></td> </tr> <tr> <td>Activities Performed:</td> <td></td> </tr> </table>			Name of Assignment/Project:		Year:		Location:		Client:		Main Project Features:		Positions Held:		Activities Performed:			
Name of Assignment/Project:																				
Year:																				
Location:																				
Client:																				
Main Project Features:																				
Positions Held:																				
Activities Performed:																				

## 8.8 TQ\_6: Format for Authorization Letters from OEMs

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

Date: DD/MM/YYYY

To,

CEO, Vadodara Smart City Development Limited (VSCDL)

**Subject:** "Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City" – Authorization Letter from OEMs.

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

Dear Sir,

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

We herewith certify that the above mentioned equipment/software products are not end of the life and we hereby undertake to support them for the duration of minimum 4 years from the date of this letter.

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

Yours faithfully,

(Signature of the Authorized Signatory of OEM)	(Signature of the Authorized Signatory of Lead Bidder)
Name:	Name:
Designation:	Designation:
Seal:	Seal:
Date:	Date:
Place:	Place:
Business Address:	Business Address:

## 9 Annexure III: List of Products/Solutions which require MAF from OEMs

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

Sr.	Product	MAF Submitted (Yes/No)	Proof (of OEM's Existence in India) Submitted (Yes/No)
1.	Camera		
2.	POE Injector + Switch		
3.	Stabilizer		
4.	Software Licenses		
5.	Local Server		

## 10 Annexure IV: Commercial Proposal Formats

### 10.1 Commercial Proposal Cover Letter

Date: <DD/MM/YYYY>

To

CEO, Vadodara Smart City Development Limited (VSCDL)  
Vadodara Municipal Corporation  
Khanderao Market, Vadodara – 390001, Gujarat

**Sub : Selection of SI for the Project "Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) under Vadodara Smart City Initiative"**

**Ref : Tender No: <No> dated <DD/MM/YYYY>**

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **"Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) under Vadodara Smart City Initiative"** do hereby propose to provide services as specified in the RFP referred above.

#### 1. 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 a period of 2 years from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP 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.

#### 2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

#### 3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further, we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

4. 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.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in the subsequent sub-sections of this Section.

6. 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 RFP.

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.

Yours Sincerely,

(Signature of the Authorised Signatory)

Name :

Designation :

Company :

Seal :

Date :

Place :

Address :

## 10.2 Commercial Bid Formats

### General Instructions:

1. The bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, bidder must indicate “o” (Zero) in all such fields.
2. All types of taxes and duties must be added in tax columns to depict the different taxes involved for the various price schedule. VMC shall take into account all Taxes, Duties and Levies for the purpose of Evaluation.
3. Any changes in Govt. Taxes/Duties would be applicable as on actual at the time of invoice processing.
4. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
5. VMC at its discretion may add/reduce the quantity of any item at the time of placing work order/ agreement and payment will be released on actual basis.
6. IT Infrastructure (Hardware) and other line items mentioned in these Schedule are indicative. Bidders to specify the actual ones. If any of the items are not required/not offered in solution, proper justification should be given in un-priced Bill of Material in the Technical Proposal.
7. The bidders are required to carry out due diligence in proposing various systems and keep in mind the overall system requirements and provide justification for the quantities in the Technical Proposal.
8. VMC reserves the right to question the logic of pricing for all the three years ALEPS and other software as well as CAMC of two years for Hardware, and thus bidders are required to ensure that no unjustified higher (or lower) pricing is done for subsequent years.
9. The bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
10. VMC reserves the right to do market survey for bid prices offered and negotiate with the bidder if their prices are higher than the ones discovered at that point of time.
11. For Commercial Bid calculation purpose, each of the line items in the above schedule shall be considered for specified units. However the actual quantity of the order could be different than the numbers given in these Schedule, and would be based on actual requirements.
12. All the manpower/resources considered is for yearly deployment period. Bidder is expected to factor the necessary leaves of the resources to ensure continuous availability on all working days of VMC (as per VMC Calendar) within the man-power cost quoted. However, the manpower should be available to carry out scope of work items, to meet the SLA requirements.
13. The manpower cost shall be considered for Commercial Bid evaluation. However, the same cost cannot guaranteed for actual deployment as the requirements may change (decreased or increased) during subsequent years.
14. The bidder who has the lowest Commercial will be selected as the successful bidder and may be awarded the Contract.
15. If the commercials received from the bidders exceeds beyond 10% of the total project cost estimated by VMC/VSCDL, the bids will be rejected.

Summary of Cost Components

Schedule G: Summary of All Cost Components				
Sr.	Description	Total Amount without Taxes	Total Taxes Amount	Total Amount with Taxes
		S1	S2	S=S1+S2
1	Total Cost of Schedule A: Field Devices			
2	Total Cost of Schedule B: AMC Support for 3 Years			
Grand Total in Rs.				

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



**10.2.1 Schedule A: Field Devices**

Schedule A: Field Devices									
Sr.	Item	UOM	Qty.	Basic Rate	Total Cost (Excluding Taxes)	Taxes		Total Taxes	Total Amount with Taxes
			Q	A	D= A*Q	Rate	Amount	G = E+F	T= D+G
1.	Camera	Nos.	325						
2.	POE Injector + Switch	Nos.	65						
3.	Stabilizer	Nos.	65						
4.	Field Junction Box	Nos.	65						
5.	Processing Module	Nos.	65						
6.	Software Licenses & Integration Cost	Lump Sum	1						
7.	Local Server	Lump Sum	1						
8.	Poles for Cameras and Equipment	Nos.	65						
9.	Provisioning of Electrical Power	Lump Sum	1						
10.	Digging, Piping & Re-filling, including Digging for Electrical Cabling	Lump Sum	1						
11.	Standardized Signage for CCTV Pole with LED lights	Nos.	65						
12.	Networking Cost (Passive Component)	Lump Sum	1						
13.	Any Other One-Time Charges^ (Please Specify)	Lump Sum	1						
^Please provide complete details of item/work with make, model, quantity, duration, resources etc.									
	<b>Total – Schedule A (in INR)</b>								

**\* Hardware cost shall include hardware sizing, supply, installation, testing, commissioning and integration (CCC at Badamdi Baug) of the above components, with 3 years warranty post Go-live.**

**(#) Please provide complete details and BoQ with make and model, of such “Any other item” along with Technical Proposal.**

**10.2.2 Schedule B: AMC Support for 3 Years**

Schedule B: AMC Support for 3 Years									
Sr.	Item	UOM	Qty.	Basic Rate	Total Cost (Excluding Taxes)	Taxes		Total Taxes	Total Amount with Taxes
						Rate	Amount		
			Q	A	D= A*Q	E	F	G = E+F	T= D+G
1.	AMC For Camera Year 2	Nos	325						
2.	AMC For Camera Year 3	Nos	325						
3.	AMC For POE Injector + Switch Year 2	Nos	65						
4.	AMC For POE Injector + Switch Year 3	Nos	65						
5.	AMC For Processing Module Year 2	Nos	65						
6.	AMC For Processing Module Year 3	Nos	65						
7.	AMC For Remaining Field Equipment Year 2	Nos	65						
8.	AMC For Remaining Field Equipment Year 3	Nos	65						
9.	Software Maintenance Year 1	Lumpsum	1						
10.	Software Maintenance Year 2	Lumpsum	1						
11.	Software Maintenance Year 3	Lumpsum	1						
12.	System Administrator Year 1	Nos	1						
13.	System Administrator Year 2	Nos	1						
14.	System Administrator Year 3	Nos	1						
15.	SIM Subscription for Year 1	Nos	65						
16.	SIM Subscription for Year 2	Nos	65						
17.	SIM Subscription for Year 3	Nos	65						
18.	Any Other Charges^ (Please Specify) Year 1	Lump-sum	1						
19.	Any Other Charges^ (Please Specify) Year 2	Lump-sum	1						
20.	Any Other Charges^ (Please Specify) Year 3	Lump-sum	1						
^Please provide complete details of item/work with make, model, quantity, duration, resources etc.									
	<b>Total – Schedule B (in INR)</b>								

**(#) Please provide complete details and BoQ with make and model, of such “Any other item” along with Technical Proposal.**

**(#) Support cost for Hardware items would start from 2nd year, as Capital cost asked is with 1 year warranty and AMC.**

## 11 Annexure V: Non-IT (Civil, Electrical, Mechanical) Requirements

The selected bidder should adhere to the specifications given below for Non-IT components. It is essential that Fire Proof material to be used as far as possible.

### 11.1 Civil and Architectural work

If any civil work and electrical work in the field related to scope of work, shall be carried out by bidder.

### 11.2 PVC Conduit

#	Description
1.	The conduits for all systems shall be high impact rigid PVC heavy-duty type and shall comply with I.E.E regulations for non-metallic conduit 1.6 mm thick as per IS 9537/1983.
2.	All sections of conduit and relevant boxes shall be properly cleaned and glued using appropriate epoxy resin glue and the proper connecting pieces, like conduit fittings such as Mild Steel and should be so installed that they can remain accessible for existing cable or the installing of the additional cables.
3.	No conduit less than 20mm external diameter shall be used. Conduit runs shall be so arranged that the cables connected to separate main circuits shall be enclosed in separate conduits, and that all lead and return wire of each circuit shall be run to the same circuit.
4.	All conduits shall be smooth in bore, true in size and all ends where conduits are cut shall be carefully made true and all sharp edges trimmed. All joints between lengths of conduit or between conduit and fittings boxes shall be pushed firmly together and glued properly.
5.	Cables shall not be drawn into conduits until the conduit system is erected, firmly fixed and cleaned out. Not more than two right angle bends or the equivalent shall be permitted between draw and junction boxes. Bending radius shall comply with I.E.E regulations for PVC pipes.
6.	Conduit concealed in the ceiling slab shall run parallel to walls and beams and conduit concealed in the walls shall run vertical or horizontal.
7.	The chase in the wall required in the recessed conduit system shall be neatly made and shall be of angle dimensions to permit the conduit to be fixed in the manner desired. Conduit in chase shall be hold by steel hooks of approved design of 60cm centre the chases shall be filled up neatly after erection of conduit and brought to the original finish of the wall with cement concrete mixture 1:3:6 using 6mm thick stone aggregate and course sand.

### 11.3 Wiring

#	Description
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.

#	Description
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 phase 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 associate's 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.

#### 11.4 Cable Work

#	Description
1.	Cable ducts should be of such dimension that the cables laid in it do not touch one another. If found necessary the cable shall be fixed with clamps on the walls of the duct. Cables shall be laid on the walls/on the trays as required using suitable clamping/ fixing arrangement as required. Cables shall be neatly arranged on the trays in such manner that a criss-crossing is avoided and final take off to switch gear is easily facilitated.
2.	All cables will be identified close to their termination point by cable number as per circuit schedule. Cable numbers will be punched on 2mm thick aluminium strips and securely fastened to the. In case of control cables all covers shall be identified by their wire numbers by means of PVC ferrules. For trip circuit identification additional red ferrules are to be used only in the switch gear / control panels, cables shall be supported so as to prevent appreciable sagging. In general distance between supports shall not be greater than 600mm for horizontal run and 750mm for vertical run.
3.	Each section of the rising mains shall be provided with suitable wall straps so that same can be mounted on the wall.
4.	Whenever the rising mains pass through the floor they shall be provided with a built-in fire proof barrier so that this barrier restricts the spread of fire through the rising mains from one section to the other adjacent section. Neoprene rubber gaskets shall be provided between the covers and channel to satisfy the operating conditions imposed by temperature weathering, durability etc.
5.	Necessary earthing arrangement shall be made alongside the rising mains enclosure by means of a GI strip of adequate size bolted to each section and shall be earthed at both ends. The rising mains enclosure shall be bolted type.

#	Description
6.	The space between data and power cabling should be as per standards and there should not be any criss-cross wiring of the two, in order to avoid any interference, or corruption of data.

## 12 Annexure VI- Common guidelines/requirements regarding compliance of systems/ equipment

### 12.1 OEM Selection Criteria

#	Component	Selection criteria for the OEM
<b>A Surveillance/CCTV Components</b>		
1	<b>CCTV Cameras</b>	<ul style="list-style-type: none"> <li>Minimum installation base of 50,000 IP based cameras across globe as on 31/12/2018 <b>and</b> Should have been operational for at least 2 City/outdoor CCTV Surveillance projects (In India) of minimum 400 IP based city/outdoor cameras each in last 3 years</li> <li><b>OR</b></li> <li>From any of Top 10 OEM from Latest IHS World Report for Network Security Cameras, Report for Security Cameras &amp; Report for Intelligent Cameras</li> </ul>
<b>B IT Infrastructure Components</b>		
1	<b>Edge Level (Field) Switches</b>	<ul style="list-style-type: none"> <li>Minimum installation base of 5,000 switches across globe as on 31/12/2018 and Should have been operational for at least 2 City/outdoor CCTV Surveillance projects (In India) for supporting minimum 100 city/outdoor network devices (such as camera, controller etc.) each in last 3 years</li> <li><b>OR</b></li> <li>OEMs who are amongst the top 5 for World-wide Market share in terms of Revenue as per IDC / Similar organisation's latest published quarterly report / presence in the latest Magic Quadrant by Gartner.</li> </ul>
2	<b>Servers</b>	<ul style="list-style-type: none"> <li>OEMs who are amongst the top 5 for world-wide market share in terms of revenue as per IDC / Similar organisation's latest published quarterly report / presence in the latest Magic Quadrant by Gartner.</li> </ul>

**Note: The Bidder shall attach relevant latest report(s),that specifies meeting above OEM selection criteria**

### 12.2 Other/General Criteria

- The specifications mentioned for various IT / Non-IT components are indicative requirements and should be treated for benchmarking purpose only. SIs are required to undertake their own requirement analysis and may propose higher specifications that are better suited to the requirements.
- Any manufacturer and product name mentioned in the Tender should not be treated as a recommendation of the manufacturer / product, unless specifically mentioned so.
- None of the IT / Non-IT equipment's proposed by the SI should be End of Life product. It is essential that the technical proposal is accompanied by the OEM certificate in the format given in this Tender, where-in the OEM will certify that the product is not end of life product & shall support for at least 4 years from the date of Bid Submission.
- All IT Components should support IPv4 and IPv6
- Technical Bid should be accompanied by OEM's product brochure / datasheet. SIs should provide complete Make, model, part numbers and sub-part numbers for all equipment/software quoted, in the Technical Bid, as per section 8.1
- SIs should ensure complete warranty and support for all equipment from OEMs. All the back-to-back service agreements should be submitted along with the Technical Bid.
- All equipment, parts should be original and new.
- The user interface of the system should be a user friendly Graphical User Interface (GUI).

9. Critical core components of the system should not have any requirements to have proprietary platforms and should conform to open standards.
10. For custom made modules, industry standards and norms should be adhered to for coding during application development to make debugging and maintenance easier. Object oriented programming methodology must be followed to facilitate sharing, componentizing and multiple-use of standard code. Before hosting the application, it shall be subjected to application security audit (by any of the CERTIN empanelled vendors) to ensure that the application is free from any vulnerability; and approved by the VSCDL.
11. All the Clients Machines / Servers shall support static assigned IP addresses or shall obtain IP addresses from a DNS/DHCP server.
12. The Successful SI should also propose the specifications of any additional servers / other equipment/hardware/software, if required for the system.
13. The indicative architecture of the system is given in this tender. The Successful SI must provide the architecture of the solution it is proposing.
14. The system servers and software applications might hosted in existing Data Centres (CCC, Badamdi Baug) or client will take the final decision (for selection of location )for hosting the server for this project.
15. The Servers provided should meet industry standard performance parameters (such as CPU Utilisation of 70 percent). In case any non-standard computing environment is proposed, detail clarification needs to be provided in form of supporting documents, to confirm (a) how the sizing has been arrived at and (b) how SLAs would be met.
16. SI is required to ensure that there is no choking point / bottleneck anywhere in the system (end-to-end) and enforce performance and adherence to SLAs. SLA reports must be submitted as specified in the Bid without fail.
17. All the hardware and software supplied should be from the reputed Original Equipment Manufacturers (OEMs). VSCDL reserves the right to ask replacement of any hardware / software if it is not from a reputed brand and conforms to all the requirements specified in the tender documents.
18. System Integrator shall place orders on various OEMs directly and not through any sub-contractor / partner. All licenses should be in the name of the VSCDL.



### 13 Annexure VII: Format for Performance Bank Guarantee

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

IN CONSIDERATION OF \_\_\_\_\_ through \_\_\_\_\_  
Vadodara Smart City Development Corporation (VSCDL) for “**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**” (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 201X executed between VSCDL on the one part and the Company (\_\_\_\_\_) on the other part (hereinafter referred to as “the said AGREEMENT”) and on the terms and conditions specified in the Contract, Form of Offer and Form of Acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed hereto.

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

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

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

- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of VSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till VSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this Guarantee by reason of
  - a. any change in the Constitution of the Bank or
  - b. any arrangement entered into between VSCDL and the Company with or without our consent;
  - c. any forbearance or indulgence shown to the Company,
  - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
  - e. any time given to the Company, OR
  - f. Any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of VSCDL in \_\_\_\_\_ Department in writing;

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

1. \_\_\_\_\_
2. \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_

## 14 Annexure VIII: Master of Service Agreement

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

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

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

**AND**

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

Whereas VSCDL has envisaged to implement Automated Land Encroachment Prevention System (ALEPS) IN VADODARA CITY

And whereas VSCDL published the RFP to seek services of a reputed IT firm as a System Integrator for Design, Development, Implementation and Maintenance of Automated Land Encroachment Prevention System (ALEPS) IN VADODARA CITY

And whereas M/s. ----- has submitted its proposal for "**Selection of System Integrator for Automated Land Encroachment Prevention System (ALEPS) in Vadodara City**";

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

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

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

### 1. Definitions

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

- (a) "VSCDL" means VSCDL;
- (b) "Contract" means this Agreement entered into between VSCDL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Systems Integrator" means M/s. ----- interchangeably referred to as "SI" in the contract; and
- (d) "RFP" means the Tender Published by VSCDL (Ref. No. -----) and the subsequent Corrigenda/ Clarifications issued.
- (e) "Go Live or successful completion of implementation of the project" date means the 16th day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of VSCDL.
- (f) "Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.

- (g) "Assets" refer to all the hardware / software / furniture / data / documentation / manuals / catalogues / brochures / or any other material procured, created or utilised by the SI for the Vadodara City 'ALEPS' Project.

## 2. Interpretation

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

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

## 3. Term of the Agreement

The term of this agreement shall constitute implementation phase and a period of 3 years from the date of Go-Live of all project components.

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Systems Integrator, VSCDL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 3 years from the date of successful completion of implementation of all the project components. (Note: Delay caused due to any reason not in control of the SI would not be attributed to the project period.)

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

## 4. Work Completion Timelines and Payment Terms

Project delivery/work completion milestones and payment milestones shall be as per Section 9 of Volume 1, . Milestones shall be from the date of work order.

## 5. Scope Extension

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

## 6. Service Level Agreement (SLA)

VSCDL is looking at a very professional approach in the project implementation and its operations. System Integrator is expected to match these expectations of the service levels given in Annexure XX of this agreement.

Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in Annexure XX to this agreement.

## **7. Use and Acquisition of Assets during the Term**

System Integrator shall:

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

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

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

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

## **8. Security and Safety**

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

## **9. Indemnity**

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

- i. Any misstatement or any breach of any representation or warranty made by the System Integrator or
- ii. The failure by the System Integrator to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of project by itself or through other persons other than System Integrator or its sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of VSCDL, or
- iii. any compensation / claim or proceeding by any third party against VSCDL arising out of any act, deed or omission by the System Integrator or
- iv. Claim filed by a workman or employee engaged by the System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.



- v. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### **10. Third Party Claims**

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

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

## **11. Publicity**

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

## **12. Warranties**

- a. The System Integrator warrants and represents to VSCDL that:
  - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - ii. This Agreement is executed by a duly authorized representative of the System Integrator;
  - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the SLAs, the System Integrator warrants and represents to VSCDL, that:
  - the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - The SLAs have been executed by a duly authorized representative of the System Integrator;
  - The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
  - The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
  - System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
  - The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
  - System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
  - The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs.

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

- c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, and has failed to cure such default within thirty days from the



occurrence of such default, VSCDL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the system Integrator.

### **13. Force Majeure and Vandalism**

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

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

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

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

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

### **14. Resolution of Disputes**

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

### **15. Limitation of Liability towards VSCDL**

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the VSCDL for loss or damage occurred or caused or likely to occur on account of any act

of omission on the part of the SI and its employees, including loss caused to VSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person/persons claiming through or under said SI. However, SI's cumulative liability for all its obligations under the contract shall not exceed the value of the charges payable by VSCDL within the remaining duration of the contract term from the day claim is raised.

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

## **16. Conflict of Interest**

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

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

## **17. Data Ownership**

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

## **18. Intellectual Property Rights**

- (A) For the customized solution developed for the project, IPR of the solution would belong exclusively to the VSCDL. The SI shall transfer the source code to VSCDL at the stage of successful implementation of the respective smart element. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. VSCDL may permit the SI, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to VSCDL for the same.
- (B) Deliverables provided to VSCDL by System Integrator during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between System Integrator and VSCDL, immediately upon creation, vest in VSCDL. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to VSCDL a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of VSCDL.

## **19. Fraud and Corruption**

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

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

- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

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

## **20. Exit Management**

### **(i) Exit Management Purpose**

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

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

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

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

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

### **(iii) Employees**

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

### **(iv) Rights of Access to Information**

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

### **(v) Exit Management Plan**

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

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

**(vi) Transfer Cost**

On premature termination of the contract for reasons other than those mentioned in Section \_\_\_\_\_ (Termination for Default), the Successful Bidder shall be paid the depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

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

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

**21. Termination of Contract**

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

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

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

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

**Consequences of Termination**

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

### **Plans and drawings**

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

## **22. Miscellaneous**

### **a) Confidentiality**

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

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

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



- iii. is developed by the recipient independently of any of discloser's confidential information;
  - iv. Is rightfully obtained by the recipient from third parties authorized at that time to make such disclosure without restriction;
  - v. is identified in writing by the discloser as no longer proprietary or confidential; or is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
- i. its employees, agents & independent contractors & to any of its affiliates and their respective independent contractors or employees;
  - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the discloser and nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how and techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party and that VSCDL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the VSCDL Project. In order for such reviews to be frank and candid, for the greatest benefit to both VSCDL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to VSCDL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

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

**b) Standards of Performance**

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

**c) Sub Contracts**

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

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

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

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

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

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

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

**e) Compliance with Labour regulations**

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

**f) Independent Contractor**

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

**g) Waiver**

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

**h) Notices**

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

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

**VSCDL:**

CEO, VSCDL

**Systems Integrator:**

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

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

**i) Performance Guarantee**

The SI shall submit two unconditional and irrevocable Performances Bank Guarantee(s) (PBGs) from a list of approved banks; One PBG for the implementation phase valid for 1 years, and one PBG for operations phase for 3 years from go-live. The implementation phase PBG will be 10% of Capex and operations phase PBG will be 10% of Opex. The performance guarantee shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the VSCDL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

**j) Personnel/Employees**

- i. Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator or its sub-contractors, and under no circumstances will such personnel be considered as employees of VSCDL. System Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The VSCDL shall not be responsible for the above issues concerning to personnel of System Integrator.
- ii. System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. VSCDL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that VSCDL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by VSCDL or its nominated agencies, within not later than 30 working days. System Integrator shall depute quality team for the project & as per requirements, VSCDL shall have the right to ask System Integrator to change the team.
- iii. Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by System Integrator in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the System



Integrator shall not remove such personnel without the prior written consent of VSCDL. For any changes to the proposed resources, System Integrator shall provide equivalent or better resources (in terms of qualification & experience) in consultation with VSCDL.

- v. Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. VSCDL shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.
- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts & omissions of its employees & agents in connection therewith.

**k) Variations and Further Assurance**

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

**l) Severability and Waiver**

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

**m) Entire Agreement**

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

**n) Survivability**

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

- o)** The stamp duty payable for the contract shall be borne by the Systems Integrator.

- p)** Deliverables will be deemed to be accepted by VSCDL if no communication from the department is made to the SI after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in at least 3 weekly project progress reports

**23. Applicable Law**

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

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

Signed, sealed and delivered

**By** \_\_\_\_\_

\_\_\_\_\_,

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

Signed, sealed and delivered

**By** \_\_\_\_\_

For and on behalf of the “Systems Integrator”,

\_\_\_\_\_

**Witnesses:**

(1)

(2)

**Attachments to the Agreement:**

- 1) Scope of Services for the Systems Integrator (Annexure I)
- 2) Detail Commercial proposal of the Systems Integrator accepted by VSCDL (Annexure II)
- 3) SLA to be adhered by the Systems Integrator (Annexure III)
- 4) Corrigendum Document published by VSCDL subsequent to the RFP for this work (Annexure IV)
- 5) RFP Document of VSCDL for this work (Annexure V)
- 6) LoI issued by the VSCDL to the successful bidder (Annexure VI)

The successful bidder’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP (Annexure VII)

