

Request for Proposal for Selection of an agency for Operation and Maintenance (O&M) of Eye- way Project in Rajkot City for 3 years

TENDER No.: RSCDL/SMART CITY/PAN/01/2023-24



Date of issuance of tender document	15 th September 2023
Pre-Bid meeting date	22 nd September 2023 at 1200 Hrs
Online bid submission end date	6 th October 2023 by 1800 Hrs
Physical bid submission end date	10 th October 2023 by 1800 Hrs
Pre-Qualification bid opening date	11 th October 2023 at 1100 Hrs
No. of pages	105

Invited By:
The Chief Executive Officer (CEO),
Rajkot Smart City Development Limited (RSCDL)

DISCLAIMER

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

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

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

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

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

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

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

Table of Contents

SECTION 1: PROJECT PROFILE.....	8
1.1 Introduction and Background.....	9
1.2 Background of Rajkot Eye-Way Project.....	9
1.2.1 Benefits of the Rajkot Eye-Way Project	9
1.3 Project Objective.....	9
1.4 About the project.....	9
1.5 Stakeholders.....	10
SECTION 2: ELIGIBILITY CRITERIA	11
2.1 Pre-Qualification (PQ) Criteria.....	12
2.2 Technical Qualification (TQ) Evaluation Parameters.....	15
SECTION 3: EVALUATION OF BID	17
3.1 Bid Submission.....	18
3.2 Bid Evaluation Process	18
3.2.1 Stage 1: Pre-Qualification Evaluation	18
3.2.2 Stage 2: Technical Evaluation	18
3.2.3 Stage 3: Financial Evaluation.....	19
3.3 Rights to Accept/Reject any or all Proposals.....	19
3.4 Notifications of Award and Signing of Contract	19
SECTION 4: SCOPE OF WORK	21
4.1 Scope of work for Operation & Maintenance (O&M) of project.....	22
4.1.1 General.....	24
4.1.2 Comprehensive AMC Support.....	25
4.1.3 License Management	26
4.1.4 MIS Reports	26
4.1.5 O&M of Physical Infrastructure.....	27
4.1.6 O&M for software products	28
4.1.7 Insurance	28
4.1.8 Reporting, Database Administration and Trouble Shooting	29
4.1.9 Preparation of Standard Operating Procedures.....	29
4.1.10 Risk and Issue Management	29
4.1.11 Miscellaneous.....	30
4.1.12 Training & Capacity Building	30
4.2 Role of Project Stakeholders	31
4.2.1 Successful Bidder	31
4.2.2 Rajkot Smart City Development Limited	31
4.2.3 Rajkot Smart City Development Limited - PMCTeam	31
4.3 Manpower Requirement.....	32
4.4 Deliverables.....	34
4.5 Exit Management Plan.....	34
SECTION 5: DELIVERABLE, TIMELINE & PAYMENT PROCESS.....	36
5.1 Project Deliverables, Timeline and Payment Process.....	37

5.2	Service Level Agreement & Penalty.....	37
5.3	SLA & Penalty for Operation & Maintenance Phase	38
SECTION 6: INSTRUCTIONS TO THE BIDDERS.....		42
6.1	Instructions to the bidder	43
6.2	Purpose of Bid Document	43
6.3	Proposal Preparation Cost.....	43
6.4	Queries (Online).....	43
6.5	Amendment of RFP Document.....	44
6.6	Rajkot Smart City Development Limited's rights to terminate the selection process.....	44
6.7	Right to reject any proposal	45
6.8	Bid Fee and Earnest Money Deposit (EMD) and amount	45
6.9	Sealing, Marking and Submission of Technical Bid	46
6.10	Late Bids	47
6.11	General Instructions.....	48
6.12	Sub-contracting.....	54
6.13	Additional Quantity/Change Request.....	54
6.14	Extension of the Contractual duration.....	54
6.15	Termination of Contract.....	54
Section 7: Annexures.....		56
7.1	Annexure A: Technical Bid Format.....	57
7.1.1	Checklist for Pre-Qualification and Technical Qualification Document.....	57
7.1.2	Technical Bid Cover Letter.....	58
7.1.3	Bidder Information Format.....	58
7.1.4	Bidders Annual turnover over in last 3 financial years	60
7.1.5	Auditor's/CA Certificate for turnover for bidder	60
7.1.6	Self-Declaration – No Blacklisting.....	62
7.1.7	Affidavit.....	63
7.1.8	Solution Design.....	65
7.1.9	Curriculum Vitae (CV) of Project Team	66
7.1.10	Bank Guarantee format for EMD	67
7.1.11	Format for Power of Attorney for the Bidder.....	71
7.1.12	Format for Self-Declaration – Not insolvent.....	73
7.1.13	Format for Self-Declaration – Not convicted in any criminal offense	74
7.2	Annexure B: Locations of the Devices.....	75
7.3	Annexure C: Commercial Bid Format & Instructions	79
7.3.1	Commercial Bid Cover Letter.....	79
7.3.2	Commercial Bid.....	81
7.3.3	General instructions for Commercial Bid.....	85
7.4	Annexure D: Agreement Format	87
7.4.1	Part I: Undertaking.....	87
7.4.2	Part II: Master Service Agreement.....	88
7.4.3	Part III: Format for Performance Bank Guarantee	102

IMPORTANT DATES

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city		
1.	Contract Period	3 Years
2.	Delivery	Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city
3.	RFP No.	RSCDL/SMART CITY/PAN/01/2023-24
4.	Pre-Bid Meeting Date	22/09/2023 12:00 Hrs
5.	Online Price Bid Submission Date	06/10/2023 up to 18:00 Hrs. (at https://www.tender.nprocure.com , only)
6.	Physical Proposal Submission	10/10/2023 up to 18:00 Hrs. (in Hard Copy with Bid Fee, EMD and other eligibility documents)
7.	Proposal Opening (Un-priced bid)	Will be intimated to the qualified bidders later.
8.	Date & Time of opening of Price Bid	Will be intimated to the qualified bidders later.
9.	Venue of Pre-Bid Meeting, opening of Technical & Commercial Bid/s	Rajkot Smart City Development Limited RMC Central Zone office, 1 st Floor, Conference room, Dhebar Road, Rajkot, Gujarat - 360001
10.	Bid Processing Fees (Non - refundable)	Rs. 23,500 /- (Rupees Twenty Three Thousand Five Hundred only) in form of DD only
11.	Bid security (EMD)	Rs. 45,00,000/- (Forty Five Lacs only) in form of Demand Draft or Bank Guarantee <i>in favor of The RSCDL</i>
12.	Rajkot Smart City Development Limited Contact email ID	Email ID: rscdlpancity@gmail.com
13.	RFP Document Available at	www.tender.nprocure.com , www.rmc.gov.in

NOTE: Please address all queries and correspondence to:

E-mail: rscdlpancity@gmail.com

Rajkot Smart City Development Limited (Rajkot Smart City Development Limited) invite proposals for Request for Proposal (RFP) for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city. The Authority will enter into agreement with the Successful Bidder selected in accordance with this RFP. The agreements will be in the format specified by the Authority.

Only the bidders matching the pre-qualification criteria will be selected for further evaluation. The bidders are required to meet the minimum threshold limit for technical evaluation mentioned herein, post which

their financial bid will be reviewed. The proposal with the lowest cost will be awarded the contract.

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

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

Instruction to the bidders for bid submission:

- ✓ Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://tender.nprocure.com> and www.rmc.gov.in
- ✓ Bidder shall upload their financial bid on <https://www.tender.nprocure.com>.
- ✓ Bidder shall submit technical proposal (both at <https://www.tender.nprocure.com> and in hard copy) with eligibility documents, non-refundable bid processing fees and bid security EMD in separate sealed envelopes super scribed with title and packaged all together in big envelope with tender number to Rajkot Smart City Development Limited Office.
- ✓ The bid shall specify time schedule of various activities.
- ✓ Bids complete in all respects should be submitted on or before the BID DUE DATE.
- ✓ Services offered should be strictly as per requirements mentioned in this Bid document.
- ✓ Please spell out any unavoidable deviations, Clause / Article-wise in your bid under the heading Deviations.
- ✓ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, Rajkot Smart City Development Limited reserve the right to revised financial offer.
- ✓ The duration of the Contract period for this activity will be of **3 years**.
- ✓ Bidders who wish to participate in this bid will have to register on <https://tender.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other bidder licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- ✓ In case of any clarifications required, please contact on email ID of Rajkot Smart City Development Limited.

Definitions / Acronyms

Term	Meaning
Authority/RSCDL	Rajkot Smart City Development Limited (RSCDL)
AMC	Annual Maintenance Contract
BEC	Bid Evaluation Committee
BOQ	Bill of Quantity
BOM	Bill of Material
CCTV	Closed Circuit Television
CEO	Chief Executive Officer
DD	Demand Draft
EMD	Earnest Money Deposit
GoI	Government of India
GoG	Government of Gujarat
GIS	Geographical Information System
GPS	Global Positioning System
ICT	Information Communication and Technologies
LOI	Letter of Intent
LOA	Letter of Award
MSI	Bidder
O&M	Operation and Maintenance
PQ	Pre-Qualification
PBG	Performance Bank Guarantee
QP	Quarterly Payment
RFP	Request for Proposal
RMC	Rajkot Municipal Corporation
RSCDL	Rajkot Smart City Development Limited
SI	System Integrator
SLA	Service Level Agreement
SOP	Standard Operating Procedure
TQ	Technical Qualification
UAT	User Acceptance Test

SECTION 1: PROJECT PROFILE

1.1 Introduction and Background

Rajkot Municipal Corporation (RMC) has formed a special purpose vehicle (SPV) – Rajkot Smart City Development Limited (RSCDL) for the execution and governance of smart city projects under the smart city mission of Government of India (GoI) for Rajkot Smart City. This SPV is bearing end to end responsibility of Smart City projects including selection of implementation agency, execution of smart city projects and operation and maintenance of these projects.

1.2 Background of Rajkot Eye-Way Project

Rajkot Municipal Corporation (RMC) was one of the pioneers to launch the city surveillance project at a large scale. Eye-way project was launched to enhance safety and security of the citizens of Rajkot city, inculcate traffic discipline, provide real-time dashboard, decision support centre to the city authorities etc. RMC had floated an RFP for selection of SI for the implementation of CCTV surveillance, ICCC application, Traffic enforcement system etc. The project was re-branded as an Eye way project. Wherein, SI was onboarded and executed the 1st phase of the Eye-way project by November 2017 and 2nd phase was concluded in September 2019. Major components executed under the Eye-way project are hereunder:

- CCTV Surveillance Cameras (Fix Cameras - 609, PTZ cameras - 218, Fish eye cameras - 11)
- ICCC Application and integration with various sub-systems.
- Traffic Enforcement (RLVD System) System
- Environmental Sensors (20 Nos.)
- Wi-Fi Hotspot (13 Nos.)
- Variable Messaging Display – LED board (40 Nos.)
- Active network for City-wide Surveillance project, including complete Data Center

1.2.1 Benefits of the Rajkot Eye-Way Project

The key project benefits broadly are as follows:

- The establishment of this project has provided high quality, reliable, cost effective and ICT Infrastructure to the city administration. It has been an enabler for providing various smart solutions under the smart city mission.
- Increased safety and security of citizens resulting in reduced crime rate
- Emergency response center to address real time concerns of city along with the capability to resolve chronic city issues
- Government is having increased operational, financial efficiency and effectiveness
- City and Community center facilities will have improved connectivity for providing on-line services
- Technology enabled police department supporting with video feed upon requirement
- Improved traffic management, which has inculcated the traffic discipline

1.3 Project Objective

Rajkot Eye-way project was launched considering citizens of Rajkot at center of the project and its outcomes suggested the same including some of the allied aspects such as sustainability, replicability etc. It is imperative to maintain such a prestigious project for the benefit of the citizens of Rajkot.

RSCDL would like to ensure proper maintenance of all the building blocks of this project for the 3 years and ensure that the project is serving the purpose well.

1.4 About the project

RSCDL would like to onboard an agency for operation and maintenance (O&M) activity for 3 years for the Rajkot Eye-way project. During the O&M period, selected bidder is required to provide comprehensive AMC all the components enlisted in section 4.1 of this RFP document. Broad objective of the O&M project is as follows:

- Comprehensive Operation and Maintenance (O&M) for all the components installed under the Rajkot Eye-way project for 3 years
- Monitoring and adherence to the Service Level Agreement (SLA) specified in this RFP
- Replacement of product(s), if the same is End of Life / irreparable during the course of contractual agreement with same or higher specification(s).
- Provisioning of the manpower.

1.5 Stakeholders

The implementation and successful Operation and Maintenance of this project will require support and involvement from multiple stakeholders. It is therefore important to understand the various stakeholders envisioned to be part of this project and the role that they are expected to play. Following are the critical stakeholders whose involvement will drive the project and enable the establishment of a strong project governance:

- Project Execution – Rajkot Smart City Development Limited (RSCDL), Selected bidder and Concerned Departments of RMC
- Beneficiaries – Citizens of Rajkot city, Police department and various departments of RMC.
- External Stakeholders – Police department of Rajkot city.

SECTION 2: ELIGIBILITY CRITERIA

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project.

The bidder must also possess technical know-how and financial ability that would be required for implementation of scope of work described in this RFP as per Rajkot Smart City Development Limited's requirement for the entire contract duration.

2.1 Pre-Qualification (PQ) Criteria

Sr No	Description	Minimum Requirement	Documentary Evidence to be submitted
PQ 1	Legal Entity	1.1 Bidder should be an Indian firm 1.2 Bidder should be registered under the Companies Act 1956/2013 in India or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 at the time of the bidding. 1.3 Bidder should have a registered number of, GST, Income Tax / PAN number 1.4 Bidder should be in operation in India for a period of at least 7 years as on publication of bid	a) Copy of certification of incorporation / Registration under companies act 1956 / 2013 or certified copies of partnership deed b) Copy of PAN card c) Copy of GST registration
PQ 2	Financial Capability	2.2 The Bidder should have average annual turnover of at least Rs. 50 Crores from last three financial years ending 31 March 2023, i.e. (FY 2020-21, FY 2021-22 and FY 2022-23). 2.2 The bidder must have positive net worth and should be Profit making as on 31st March 2023.	<ul style="list-style-type: none"> Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years as on 31st March 2023. Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover and net worth for each of the last 3 financial years as on 31st March 2023. Original or Notarized Copy should be submitted for evaluation.
PQ 3	Bidder's Experience	3.1 The bidder should have expertise and experience of maintaining at least 2 large scale ICT projects experience for Govt. clients (ULB/State Govt. / Central Govt. / PSU) in last 7 years from the date of publication of this bid For considering One (1) project experience as part of the bidder's experience, the project should have gone live, and bidder should have maintained the project for at least 3 years from the date of Go-live.	Documentary evidence: <ul style="list-style-type: none"> Copy of work order Contractual agreement with client Copy of Go-live certificate (issued by client) Certificate from client stating the completion of operation and maintenance phase for at least 3 years

Sr No	Description	Minimum Requirement	Documentary Evidence to be submitted
		<p>Projects should have at least 3 out of 5 components as part of their project.</p> <ul style="list-style-type: none"> Surveillance Cameras - At least 700 cameras On-site Data Center (DC) Traffic enforcement system (RLVD, SLVD, Triple riding, helmet violation etc.) (At least 10 junctions) IoT devices - At least 50 devices (i.e. Environment sensors, WiFi devices / hotspot, Emergency Call box, GPS devices) Variable Messaging Display (VMDs) – At least 35 devices <p>For consideration of One (1) project experience, either of the criteria should be achieved:</p> <p>At least three (3) similar projects not less than of 28 Crores each (Overall project cost)</p> <p>OR</p> <p>Two (2) similar projects not less than of 35 crores each (Overall project cost)</p> <p>OR</p> <p>One (1) similar project not less than of 56 crores (Overall project cost)</p> <p>3.2 The bidder may cite the prior experience of projects, where they were part of consortium/joint Venture. However, a consortium agreement with clear mentioning of the roles and responsibility to be submitted.</p> <p>3.3 The bidder may submit a client certificate to justify the O&M period served by the bidder (For at least 3 years)</p> <p>Please note that bidder is required to achieve 2 such project experience for the qualification against this criteria.</p>	<ul style="list-style-type: none"> Project Citation Consortium agreement specifying roles and responsibilities, in case of project submitted was executed by a consortium and bidder was part of the consortium.
PQ 4	Mandatory Undertaking	<p>The bidder should:</p> <p>4.1 Not have been blacklisted by Central Government / Any State Government / Urban Local Body (ULB) / PSU in India as on the date of bid submission.</p> <p>4.2 Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs</p>	Self-declaration by the Bidder duly signed and stamped by the authorized signatory in in format described in RFP.

Sr No	Description	Minimum Requirement	Documentary Evidence to be submitted
		<p>administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>4.3 The bidder should have at least one office in Rajkot and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Rajkot, then bidder should submit a letter of undertaking to open the office in Rajkot, Gujarat within 45 days from the date of issue of work order if he is awarded the work</p> <p>4.4 Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</p>	

Note:

- i. Consortium is not allowed to participate in this bid
- ii. The Bidder must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The Pre-qualification proposal should be submitted in hard copy with soft version (**searchable copy**) stored in pen drive.
- iii. For all cited projects under bidder's experience criteria; the bidders shall have to submit work order with complete BoQ, contract agreement, go-live / completion certificate and O&M certificate as documentary evidence against each of the project. **Sub-contracted projects by bidder will not be considered for evaluation.**
- iv. The bidder should submit all the documentary evidence with notarized copy
- v. The bidder needs to provide contact detail (email & phone number) of senior official from client.
- vi. Rajkot Smart City Development Limited (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.
- vii. The Bid Evaluation Committee (BEC) may invite each bidder to make a presentation on their proposal. Further, authorities may request written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
- viii. In case of conditional bid or major deviations from the RFP requirements, Rajkot Smart City Development Limited may at its discretion reject the respective bid and will not be considered for further evaluation process.
- ix. The bidder should have a support agreement/arrangement for services including supply of adequate spare parts etc. which includes the comprehensive AMC (on-site) support activities for the entire project duration.

2.2 Technical Qualification (TQ) Evaluation Parameters

For technical evaluation, all the pre-qualified bidder/s would be required to fulfill criteria(s) set forth in this section: Technical Qualification Criteria are as follows:

Sr. No.	Evaluation Criteria	Sub-Criteria	Max. Marks	Marking Guidelines	Documentary Evidence										
1	Financial capability	The bidder having annual average turnover of INR 50 Cr in last 3 FY ending 31 st March 2023 shall get 14 marks	20	<table><tr><th colspan="2">Average annual Marks Turnover</th></tr><tr><td>=50 Crore</td><td>14 Marks</td></tr><tr><td>>50 Crore & <=75 Crore</td><td>16 Marks</td></tr><tr><td>>75 Crore & <=100 Crore</td><td>18 Marks</td></tr><tr><td>>100 Crore</td><td>20 Marks</td></tr></table>	Average annual Marks Turnover		=50 Crore	14 Marks	>50 Crore & <=75 Crore	16 Marks	>75 Crore & <=100 Crore	18 Marks	>100 Crore	20 Marks	<ul style="list-style-type: none">Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years as on 31st March 2023.Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover and net worth for each of the last 3 financial years as on 31st March 2023. Original or Notarized Copy should be submitted for evaluation.
Average annual Marks Turnover															
=50 Crore	14 Marks														
>50 Crore & <=75 Crore	16 Marks														
>75 Crore & <=100 Crore	18 Marks														
>100 Crore	20 Marks														
2	Experience of Bidder	<p>Similar Projects</p> <p>Bidder having experience of similar work experience for Government (ULB / State Govt. / Central Govt.) / PSU client Organization in last seven (7) years from the date of publication of this bid in India (As specified in PQ 3 criteria)</p> <p>Bidder matching the PQ3 criteria shall be given 21 marks and an additional achievement shall attract marks as per the table in marking guideline column.</p>	30	<table><tr><th colspan="2">Matching criteria Marks PQ3</th></tr><tr><td>1 Project(s) achievement</td><td>21 Marks</td></tr><tr><td>2 Project(s) achievement</td><td>24 Marks</td></tr><tr><td>3 Project(s) achievement</td><td>27 Marks</td></tr><tr><td>4 Project(s) achievement</td><td>30 Marks</td></tr></table> <p>Note: For the consideration of 1 project achievement, bidder shall have to meet the exact criteria as specified in PQ 3 (If 3</p>	Matching criteria Marks PQ3		1 Project(s) achievement	21 Marks	2 Project(s) achievement	24 Marks	3 Project(s) achievement	27 Marks	4 Project(s) achievement	30 Marks	<ul style="list-style-type: none">Copy of work orderContractual agreement with clientCopy of Go-live certificate (issued by client)Certificate from client stating the completion of operation and maintenance phase for at least 3 yearsProject CitationConsortium agreement specifying roles and responsibilities, in case of project submitted was executed by a consortium and bidder was part of the consortium.
Matching criteria Marks PQ3															
1 Project(s) achievement	21 Marks														
2 Project(s) achievement	24 Marks														
3 Project(s) achievement	27 Marks														
4 Project(s) achievement	30 Marks														

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

Sr. No.	Evaluation Criteria	Sub-Criteria	Max. Marks	Marking Guidelines	Documentary Evidence										
				projects of INR 28 Crore is executed by the bidder, such achievement shall be considered as 1 only)											
3	People on Project	Bidder should propose quality manpower on site during the entire contractual duration. Based on the proposed qualification, marks shall be given to the bidder for their proposed manpower	30	<ul style="list-style-type: none">• Project Manager – 6 Marks• CCTV Expert – 6 Marks• Network Expert – 6 Marks• Data Center Expert – 6 Marks• Security Expert – 6 Marks	<ul style="list-style-type: none">▪ CV of proposed resource(s) along with the scanned / digital signature of an individual										
4	People in Organization	The bidder having at least 300 Full Time Employees (FTE) on the payroll of the organization working on ICT projects.	20	<table><tr><th>Full Time Employee(s) count</th><th>Marks</th></tr><tr><td>>= 300 FTEs</td><td>14 Marks</td></tr><tr><td>>300 FTEs & <=400 FTEs</td><td>16 Marks</td></tr><tr><td>>400 FTEs & <=500 FTEs</td><td>18 Marks</td></tr><tr><td>>500 FTEs</td><td>20 Marks</td></tr></table>	Full Time Employee(s) count	Marks	>= 300 FTEs	14 Marks	>300 FTEs & <=400 FTEs	16 Marks	>400 FTEs & <=500 FTEs	18 Marks	>500 FTEs	20 Marks	<ul style="list-style-type: none">• Undertaking from the HR Head stating the total number of Full Time Employees (FTEs) on the pay-roll of the bidder working on ICT projects along with their employee code.
Full Time Employee(s) count	Marks														
>= 300 FTEs	14 Marks														
>300 FTEs & <=400 FTEs	16 Marks														
>400 FTEs & <=500 FTEs	18 Marks														
>500 FTEs	20 Marks														

Note:

- Bidder must submit all the documentary evidence to understand their capabilities against all the criteria mentioned in Section 2.1 and 2.2.
- Bidder shall have to provide comprehensive AMC certificate within a month from the date of issuance of work order.
- The bidder should submit all the documentary evidence with notarized copy
-

Chief Executive Officer
Rajkot Smart City Development Limited

SECTION 3: EVALUATION OF BID

3.1 Bid Submission

Financial Bid

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

Technical Bid

- The Technical Bid must be submitted in hard copy to Rajkot Smart City Development Limited, strictly by Postal Speed Post or Registered Post only. Documents received in any other manner or mode (like email / in-person) will not be considered.
 - Envelope 1: RFP Document fee (original DD) & Bid Security/Earnest Money Deposit (EMD) (original DD/BG)
 - Envelope 2: Eligibility documents for Pre-Qualification criterion with all annexures described in RFP along with the soft copy of all the documents (Searchable PDF)
 - Envelope 3: Support documents for Technical Qualification evaluation with all annexures described in RFP along with the soft copy of all the documents (Searchable PDF)
- All three envelopes should be packaged all together in big envelope with tender number.
- Each page of the technical and pre-qualification bid above should bear the initials of the applicant along with the seal of the Applicant in token of confirmation of having understood the contents. Also, each page of technical proposal should be numbered with a proper index.
- Bidder must submit soft copy (Searchable PDF) of all the documentary evidence along with the hard copy in Pen Drive. This pen drive must be placed in both Envelopes of Pre-Qualification and Technical Qualification. No sensitive information should be available in Pen Drive. Only Soft copy of the bid should be there in Pen Drive.

3.2 Bid Evaluation Process

3.2.1 Stage 1: Pre-Qualification Evaluation

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

3.2.2 Stage 2: Technical Evaluation

- i. “Technical bid” will be evaluated only for the bidders who succeed in Stage 1 (One).
- ii. RSCDL shall validate the documentary evidence for the criteria(s) set forth in Technical qualification criteria mentioned in section 2.2 of this document.
- iii. Bidder shall have to score minimum 80 marks to qualify for the commercial bid evaluation.

- iv. Financial bid shall be opened for the technically qualified bidders only.

3.2.3 Stage 3: Financial Evaluation

- i. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- ii. The Financial bids for the technically qualified bidders shall be opened on the notified date and time. They will be reviewed to determine whether the financial bids are substantially responsive or not. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- iii. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- iv. The bidder with **least price (L1)** shall be declared as a winning bidder and shall be awarded with the contract. Selection method for determination of winning bidder shall be least cost based selection (LCBS / L1). To arrive at a least price (L1), cost quoted without GST under schedule A,B and C shall be considered for the purpose of evaluation.
- v. The L1 bidder shall be invited for the negotiation for the award of the contract. In case of the same price is quoted by 2 bidders, the Bidder with higher technical score shall be declared as a winning bidder and shall be invited for the negotiation.
- vi. If L1 bidder fails to submit the Performance Bank Guarantee (PBG) and align the agreement as per the timelines defined in this RFP, L2 bidder will be invited for negotiations. In this case, L2 bidder will be asked to match the prices of L1 bidder. Final decision of awarding the project to L2 bidder will depend upon the mutually agreed price between both the parties (bidder and Authority).

3.3 Rights to Accept/Reject any or all Proposals

Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited's action.

3.4 Notifications of Award and Signing of Contract

- i. Prior to the expiration of the period of proposal validity, the bidders will be notified in writing through email that its proposal has been accepted.
- ii.
- iii. Rajkot Smart City Development Limited 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 Work Order.
- iv. The notification of award (LOI/LOA/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with Rajkot Smart City Development Limited, it will promptly notify each unsuccessful bidder and return their EMDs.
- v. At the time Rajkot Smart City Development Limited notifies the successful Bidder that its bid has been accepted, Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited.

Note

- i. Any conditional bid would be rejected.
- ii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall

be corrected.

- b. If there is a discrepancy between words and figures, the amount in words will prevail.”
- iii. If the Bidder does not accept the error correction, its Bid will be rejected and EMD may be forfeited.
- iv. Bidder must attach valid documents in support to their Pre-Qualification and Financial, Technical capabilities / strength as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- v. The Manufacturer's Authorization Form (MAF) is required for any hardware or software component being supplied as part of this project.
- vi. Kindly note that the executed / estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

SECTION 4: SCOPE OF WORK

4.1 Scope of work for Operation & Maintenance (O&M) of project

Rajkot Municipal Corporation (RMC) and Rajkot Smart City Development Limited (RSCDL) has successfully implemented Rajkot Eye-way project and have achieved its envisaged outcomes. The project was declared go-live (Phase I) in November 2017, whereas Phase II of the project was declared go-live in September 2019.

RSCDL would like to on-board an agency for providing comprehensive Operation and Maintenance (O&M) of already implemented project for the 3 years of duration for all the components installed under this project. Bidder shall also have to have 3 years of comprehensive on-site warranty from respective OEM to enable Rajkot Smart City Development Limited to have seamless services during the O&M phase of the project.

During the O&M Phase of the project, successful bidder shall be required to carry out various activities such as: Routine Maintenance of all the IT and non-IT devices (Preventive and / or remedial), Updation and upgradation of all active devices, adherence to the SLAs, replacement of end-of-life product with a better product of same or other OEM etc. All the software's support (Except ICC application) should also be provided during this O&M period including any requirement pertaining to licenses as well.

Bidder should meet the SLA criteria defined in this RFP and ensure that routine preventive maintenance (Monthly basis) is also taken care of over and above the restoration of various components turns into non-working mode.

Below table is the list of components along with their make, model and phase wise quantity installed in the Rajkot Eye-way project. Bidders are encouraged to go through this exhaustive list and gain an understanding of all the components installed under this Eye-way project. Additionally, bidder is free to visit any / all of the Eye-way project locations to understand the implemented solution and align the proposal for O&M phase.

Sr. No.	Item	Make	Model	UoM	Phase I Qty	Phase II Qty	Total Qty
1.	Fix Camera	TYCO	ADCI350-B111	Nos	231	378	609
2.	PTZ Camera	TYCO	ISS04P6ONWIT	Nos	96	122	218
3.	Fish Eye Camera	TYCO	IPS12FFOCWIYA	Nos	4	7	11
4.	ANPR Camera	TYCO	ISS02XNNNGIY	Nos	46	64	112
5.	Vehicle Presence (RLVD) Camera	TYCO	ISS05XNNNWTY	Nos	23	12	56
6.	LED Board (Variable Messaging Display)	Xtreme Media	Xtreme Media	Nos	9	31	40
7.	Wi-fi Access point	Aruba	AP365	Nos	88	56	144
8.	Environmental Sensor (IOT)	Aurasure	Aurasure	Nos	20	0	20
9.	UPS with Battery	Hitachi	HS31	Nos	110	176	286
10.	Field Switch	Aruba	2930F	Nos	113	191	304
11.	Standard Pole	Standard	Standard	Nos	243	250	493
12.	Gantry	Standard	Standard	Nos	23	45	68
13.	ODC	Standard	Standard	Nos	110	176	286
14.	Racks	Rittal	Smart Rack	Nos	4	0	4
15.	PA System with speaker	Audio Tech	NA	Nos	0	11	11
16.	Wireless Controller	Aruba	7220	Nos	2	0	2

Sr. No.	Item	Make	Model	UoM	Phase I Qty	Phase II Qty	Total Qty
17.	Access Switch	Aruba	2930M	Nos	2	0	2
18.	Aggregation Switch	HPE	5940	Nos	16	0	16
19.	Core Router	HPE	HSR6802	Nos	2	0	2
20.	Internet Router	HPE	HSR6804	Nos	2	0	2
21.	Core Switch	HPE	10508	Nos	2	0	2
22.	Firewall	Fortigate	900D	Nos	2	0	2
23.	Antivirus - Desktop license	Trend Micro	Trend Micro Apex One	Nos	20	0	20
24.	Antimalware - Server	Trend Micro	Trend Micro Deep Security	Nos	83	0	83
25.	3PAR Storage (2.5 PB)	HPE	20800	Lump sum	1	0	1
26.	Blade Server chasis	HPE	C7000	Lump sum	1	0	1
27.	Blade Server	HPE	BL460 G9	Nos	16	0	16
28.	SAN Switch	HPE	SN6000B	Nos	2	0	2
29.	Tape Library	HPE	MSL4048	Lump sum	1	0	1
30.	Airwave	HPE	DL360 G9	Nos	2	0	2
31.	Firewall Log Analyser	Fortigate	400	Lump sum	1	0	1
32.	Workstation	HPE	NA	Nos	10	0	10
33.	Workstation	Dell	NA	Nos	1	0	1
34.	LED Monitor (Viewing display)	HPE	NA	Nos	34	0	34
35.	Video Wall (5*3 cube of 50 inch LED)	Delta	NA	Nos	2	0	2
36.	Load Balancer	Array	AVX 7600	Nos	2	0	2
37.	Fire Alarm, Fire Control and Fire extinguisher system	Honeywell	NA	Lump sum	1	0	1
38.	Network Management System (NMS) with 2000 nodes	CA	NA	Nos	0	1	1
39.	High end Network color laser printer	HP	Reputed	Nos	1	0	1
40.	1.5 ton Split AC	Daikin	NA	Nos	10	0	10
41.	Traffic Enforcement System (E-challan system)	Vehant	Vehant	Lump sum	1	0	1
42.	VMS Software for 1000 cameras	Honeywell	Honeywell	Lump sum	1	0	1
43.	Video Analytics solution	Allgovision	Allgovision	Nos	20	0	20
44.	Backup solution	HP	Data Protector	Lump sum	1	0	1

Sr. No.	Item	Make	Model	UoM	Phase I Qty	Phase II Qty	Total Qty
45.	Indoor CCTV Camera	Honeywell	-	Nos	4	0	4
46.	95 inch LED TV	Sony	-	Nos	0	1	1
47.	UPS - 20 KVA along with the electrical distribution system	Hitachi	-	Lump sum	4	0	4
48.	SFP 10 G	HPE	HPE 10G SFP+LC LR) – Product J9151A part no. 1990-3883	Nos	229	213	442
49.	SFP 40 G	HPE	HPE X140 40G QSFP+ LC LR4 – Product – JH677A and part no. JG661A	Nos	15	10	25

Broad scope of O&M includes following points, but not limited to:

4.1.1 General

- The bidder shall be responsible for the overall operations & maintenance of all the IT and Non-IT Infrastructure (including ICCCL viewing center at two locations – RSCDL ICCCL and Police Command and Control Center) at all the Site locations for ensuring adherence of SLAs. (Entire list of Eye-way location is provisioned in Annexure 7.2 of this RFP)
- The bidder shall be responsible for operation management, monitoring and support on the RSCDL's network (Excluding optical fiber connectivity) for any fault / issues/ failure such that the citywide network (Excluding optical fiber connectivity) can be maintained close to 100 %. For better Network availability, preventive maintenance activity is required to be carried out at least once in a month which includes configuration backup and software / firmware upgradation / Updation, cleaning, re-tagging (if required) of Outdoor cabinets, UPS, switches, racks and battery failover testing of UPS etc. Upgradation/Updation should be part of the back-to-back warranty support from the OEM.
- Bidder should provide comprehensive on-site AMC from respective OEM only for all the products for 3 years to Rajkot Smart City Development Limited. Bidder would be asked to produce relevant documents in this regard by the Rajkot Smart City Development Limited (RSCDL) or by its empaneled agency during the course of the contractual agreement. Please note that bidder must take Comprehensive on-site AMC for all the components (Enlisted in Section 4.1) and should submit it to RSCDL as documentary evidence within 1 month of issuance of the work order to the successful bidder. In absence of the requisite documentary evidence, bidder would not be paid for the duration for which the comprehensive AMC was not made available. If in case bidder has not provided the AMC for few component / product(s) out of the entire list of products, O&M charges for the duration for which the AMC was not made available shall not be paid.
- Bidder shall also be required to procure comprehensive AMC for the software product(s) as well from the respective date(s), considering the phase-wise O&M. Please note that bidder is not required to provide comprehensive AMC for Integrated Command and Control Center (ICCC) Application. However, they would be required to operate the application during the course of the contractual agreement. Bidder may factor the cost associated with the same in their financial bid. Further, bidder shall have to provide requisite support to the RSCDL while any technical issues are observed in the ICCCL application. Bidder may be asked to seek any paid support from the OEM for restoration of the service(s). Cost incurred against such paid support from ICCCL application OEM shall be reimbursed as per actuals upon submission of proper documentary evidence.

- The Bidder is required to submit preventive maintenance (PM) schedule of all equipment to RSCDL. After performing preventive maintenance activities, successful bidder is required to submit the detailed report of the same.
- Initially bidder shall be awarded with the O&M work order for the Phase I quantities only and later on another work order shall be released for the Phase II quantities. Further, RSCDL may release an additional work order(s), if any quantity is left for this maintenance. Bidders are required to take a note that during the transition period of Phase I and Phase II, bidder shall have to provide adequate support to the ongoing implementation agency, there should not be any conflict between two parties. Such instances shall be taken seriously by RSCDL and may invite further course of disciplinary action. Any further action in this regard by RSCDL shall be at their discretion.
- Bidder shall also support in configuration of any field and / or data center devices to provide internet / intranet connectivity towards field devices through the already established network. There should not be reluctance in provision of such assistance / support, wherever required during the contractual agreement period.
- As part of the Operations and Maintenance services, the bidder shall provide support for the software, hardware, and other infrastructure maintained as part of this RFP. The bidder shall also provide services comprising of but not limiting to the following:
 - i. Operations and maintenance services for the IT and Non-IT Infrastructure at the designated locations as defined in this RFP document during the contract period. (i.e. 3 years)
 - ii. The scope of work under O&M is not limited to the IT and Non-IT Infrastructure components deployed under the Eye-way project but it also includes O&M for any additional equipment / devices / hardware / software as specified in the RFP & related to the project supposed to be procured during the contract for a period of 3 years by the bidder.
 - iii. O&M charges for any such additional equipment/devices/hardware/ software component to be deployed at the central site and at the end point locations shall be paid on the pro-rata basis. Further successful bidder is required to comply with the overall SLA requirement of contract for any such additional Scope of work.
 - iv. Bidder shall maintain adequate spares at site during the Comprehensive AMC period to maintain uptime as per SLA. No site should remain unattended / down in absence of the spare.

4.1.2 Comprehensive AMC Support

As part of the warranty services bidder shall provide:

- Bidder shall provide a comprehensive on-site warranty support for 3 years from the date of issuance of the work order for all the equipment covered under the project. However, bidder may procure AMC for balance quantity, upon receipt of the Phase 2 work order for the remaining project duration.
- Bidder shall provide the comprehensive manufacturer's AMC and support in respect of proper maintenance. Bidder must cover all hardware, equipment, accessories, spare parts, etc. covered under this RFP against any issue / defect that may come across defects during the AMC period.
- Bidder shall provide the comprehensive AMC in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
- During the comprehensive AMC period, bidder shall maintain the up time as per the Service Level agreement (SLA) mentioned in the RFP document. Further, during the O&M phase, if in case any device(s) gets into the end of life / end of support stage, bidder shall replace the product of same or other reputed OEM, with equivalent or higher specification at no additional cost to RSCDL bidder may factor such cost in their comprehensive yearly O&M cost to be quoted. For delay in procurement of new equipment, as mentioned above, RSCDL may levy penalty in this regard. Please note that bidder shall

have to take necessary approval during the initial phase of the project for procurement of replacement product(s) against the existing OEM products. All the proposed product should be compatible with existing set of hardware installed and commissioned in the project. No product should be replaced (With change in Make / Model) without the written approval from RSCDL.

- Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment of the same OEM by the bidder at no cost. For any delay in making available the replacement and repaired equipment for inspection, delivery of equipment or for commissioning of the systems or for acceptance tests / checks on per site basis, RSCDL reserves the right to levy penalty in this regard.
- The bidder shall also cover the failure of the end point equipment's due to earthing or power fluctuations under this Comprehensive AMC. It is the responsibility of the bidder to undertake preventive maintenance of the supplied UPS and proper earthing to avoid this risk
- During the AMC period all defective components that are brought to bidders notice, shall be repair / replace at the installed site, at no additional cost to RSCDL.
- The bidder shall as far as possible repair/ replace the equipment at site.
- The bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware including Outdoor Cabinet (ODC), CCTV surveillance cameras, testing for virus, (if any), Variable Messaging Display (VMDs), Environmental sensor(s), Traffic enforcement system etc. and should maintain proper records at each site for such PM. Successful bidder is required to carry out such activity every month and failure to carry out such PM will be a breach of SLA and requisite penalty may be levied from their invoice(s). Further, bidder should maintain a clear log for such PM along with the site photographs (Pre and post PM with location tags) and should share with RSCDL on a weekly / monthly basis.
- Bidder should comply with all the safety standards as well.
- Bidder shall have to stock and provide adequate spare parts and spare component to ensure that the uptime commitment is met as per the Service Level Agreement (SLA)
- Bidder shall develop and maintain an inventory database

4.1.3 License Management

- i. The successful bidder shall avoid the unauthorized usage of Licensed Software. In the event of any claim asserted by Third Party of Infringement of Copyright, Patent or Trademark arising from the use of IT components or software, the successful bidder shall be entirely responsible to extinguish such a claim. If the successful bidder fails to comply and the TENDERER is required to pay the compensation to the Third Party resulting from such infringement, The successful bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees.

4.1.4 MIS Reports

The successful bidder shall submit the reports on a regular basis (the reports may be soft copy and / or hard copy, as requested by RSCDL / RMC / Rajkot City Police from time to time) in a mutually decided format. The following is only an indicative list but not limited to MIS reports that may be submitted:

- Network up-time
- Location wise up-time report (For customized duration)
- Device up-time report

- Hotspot Wise Bandwidth Utilization, total traffic, per user data log etc.
- Overall Network Bandwidth Utilization.
- Summary of resolved, unresolved and escalated issues / complaints
- Component wise Report (Server, Network, Security devices, other utility hardware, Backup, Website Updation, etc.)
- SLA Reports
- Log of preventive / scheduled maintenance undertaken
- Any other report as may be required from time to time
- Attendance reports of resources deployed on the project, captured from biometric device

4.1.5 O&M of Physical Infrastructure

All the devices installed as part of the physical infrastructure should be monitored and managed on a 24x7x365 basis. The physical infrastructure management and maintenance services shall include, but not limited to the following:

- Management of Physical Access to the premises as per the policies set by RSCDL.
- Monitoring, recording and reporting usual and unusual movements in and around the premises.
- Material inward/ outward control as per policies set by RSCDL.
- Monitoring and managing safety and surveillance equipment like CCTV, Access Control, Fire detection and Suppression etc. at the CCC and Data Center.
- Issuing access control as per approval from RSCDL.
- Reporting incidents to the RSCDL, if any.
- Co-ordinate with respective trusted personnel and communicate with authorized maintenance personnel for various utilities at the CCC as required.
- Vendor Co-ordination for various physical Infrastructure components
- Co-ordination with implementation agencies of other projects of RSCDL. Successful bidder shall have to provide all the required support for the ongoing network migration, network configuration, coordination or any other request that may come up from RSCDL during the contractual agreement period.
- Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration of same OEM) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.
- The selected bidder shall also maintain records of all maintenance of the system and shall maintain a logbook in this regard. Same should be shared with RSCDL or its empaneled agency upon request.
- CCTV footage is to be kept for meeting legal, regulatory, ISO Policies compliance requirements. The record retention period shall be as per policies of RSCDL / Home department.
- Ensure availability of the physical Infrastructure including Power, Cooling, CCTV, Access Control, Intelligent Racks, Fire detection and suppression systems, Rodent Repellent systems, and other components included as part of the Eye-way project.
- During the Operation and Maintenance (O&M) phase, bidder shall have to restore any damage / cut to the power cable, data cable etc. to maintain the uptime of respective field device. Bidder may have to replace them. Further, bidder may have to carry out digging activity to restore this cable cut during the O&M phase, bidder should make necessary arrangement for this restoration including but not limited to: permission to carry out the requisite activity, hardware material for restoration, necessary machinery and manpower to execute the task.
- For the Physical infrastructure installed at site locations such as Junction boxes, Poles, Towers, casings etc. the Successful bidder will have to keep a check of such items and maintain the same from weather conditions, rodents etc. for the entire duration of the contract. The security of the Physical

infrastructure installed at site locations will be in the scope of the successful bidder.

- Proactive and reactive maintenance, repair or replacement of defective components (IT and Non -IT/ Hardware and Software) related to Physical Infrastructure systems and sub-systems. The cost of repair and replacement shall be borne by the successful bidder. IT and Non-IT hardware here refers to systems such as IT and non-IT hardware and software being used for maintaining and monitoring Physical Infrastructure e.g. Access control, fire alarms, CCTV camera etc.
- The successful bidder shall keep minimum number of adequate spares at Rajkot to maintain the required uptime.
- Acceptance test shall be carried out for any system that is re-installed OR upgraded. Bidder shall also have to maintain necessary logs for that as well.
- The successful bidder shall carry out comprehensive fire drills as per Policy/Guidelines specified by RSCDL and submit drill reports on regular intervals.
- Successful Bidder shall record all the incidents/issues related to physical infrastructure services, security, systems and Sub-systems.
- The successful bidder shall carry out Risk assessment of the Physical Infrastructure as per standard Policy/Guidelines and provide a Risk Assessment report including recommendations.
- The successful bidder shall provide training to resources deployed at periodically.
- Full compliance to all the policies, procedures, processes, guidelines, Government- Acts, Rules & Regulations, etc. The successful bidder shall provide full compliance/adherence of all activities performed by them, to the aforementioned statutes, without any additional cost to RSCDL.
- The successful bidder shall have to ensure that at least 15 days of footage for the surveillance system is stored in the primary storage and beyond which 30 days of footage to be stored in the secondary storage. After 30 days, the video feeds would be overwritten unless it is flagged or marked by the Police/appropriate authority for investigation or any other purpose. The video feeds of all relevant cameras capturing the incident in question would be stored until the Police/ appropriate authority deem it good for deletion. Further, incidents that are flagged by the Police or any court order, the video of the relevant portion from all relevant cameras should be stored/archived separately for investigation purposes.
- With reference to the traffic enforcement system, the image of the License plate extracted by ANPR software, along with the timestamp and location of the image capture will stored for a period of 3 months.
- Bidder shall have to provide adequate onsite services over and above the comprehensive AMC so as to ensure smooth operation of Rajkot Eye-way project. Bidder shall also have to provide requisite maintenance service(s) to all non-IT / passive equipment(s) as well.

4.1.6 O&M for software products

- Bidder shall have to provide Comprehensive AMC for all the software products as well, exhaustive list of components is mentioned in section 4.1 of this document.
- Commencement of comprehensive AMC shall depend on the Phase in which it was made live during the Eye-way project implementation. If in case the same was part of the Phase I, bidder shall have to provide the comprehensive AMC immediately after getting on-boarded.
- Bidder shall not be required to procure comprehensive AMC for ICC application; however, they would be required to operate the software during the tenure of the project.
- Please note that all the software license (With perpetual license) are already procured during the implementation phase however, bidder shall be required to procure their comprehensive AMC (As mentioned above) to ensure that RSCDL gets requisite support as and when required and necessary update(s) are also made available.

4.1.7 Insurance

- Bidder shall have to procure comprehensive insurance against each of the product maintained as part of this project. Such comprehensive insurance should provide cover against any loss, damage, theft of any of the equipment(s). Bidder should provide documentary evidence for procurement of insurance to RSCDL, as and when requested.
- Insurance should also provide cover against any loss / damage due to natural calamities, terrorist attack, riots, theft, any type of vandalism, fire, cyber-attack, war like situation etc. Please note that this list is indicative, bidder should procure insurance against all the possible loss / damage to the installed devices.

4.1.8 Reporting, Database Administration and Trouble Shooting

- The bidder will need to provide daily, weekly, monthly and periodic reports to Rajkot Smart City Development Limited and Rajkot Smart City Development Limited as defined by authority.
- The implementation agency shall circulate written progress reports at agreed intervals to Rajkot Smart City Development Limited and other stakeholders. Project status report shall include Progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended resolution etc.
- Successful Bidder shall maintain data regarding entitlement for software & hardware upgrades, enhancements, refreshes, replacements and maintenance.
- Undertake end-to-end management of database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune database, maintaining the necessary documentation and managing schemes to database schema, disk space, user roles, and storage.
- The bidder shall allow the Rajkot Smart City Development Limited or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Rajkot Smart City Development Limited to assess the existing services being delivered
- Promptly on reasonable request by the Rajkot Smart City Development Limited, the implementation agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the agreement relating to any material aspect of the services (whether provided by the implementation agency or sub-contractors appointed by the implementation agency).
- Successful bidder shall have to maintain the inventory details during the entire contractual agreement period. RSCDL shall seek this inventory data on regular intervals and may propose the physical audit for the verification of the actual available stock of various components.
- The Rajkot Smart City Development Limited shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The implementation agency shall permit the Rajkot Smart City Development Limited or its nominated agencies to have reasonable access to its employees and facilities, to understand the methods of delivery of the services employed by the implementation agency and to assist appropriate knowledge transfer.

4.1.9 Preparation of Standard Operating Procedures

Bidder shall prepare Standard Operating Procedures and Practices for operating and maintaining the solution, risk mitigation strategies, periodic status reports, training guidelines and modules, knowledge management protocol. Bidder has to submit the SOPs and risk mitigation strategies to the Rajkot Smart City Development Limited for approval.

4.1.10 Risk and Issue Management

- a. The implementation agency shall develop a Risk Management Plan and shall identify, analyze and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks.
- b. The implementation agency shall carry out a Risk Assessment and document the Risk profile of Rajkot Smart City Development Limited based on the risk appetite and shall prepare and share the Rajkot Smart City Development Limited Enterprise Risk Register. The implementation agency shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with Rajkot Smart City Development Limited.
- c. The implementation agency shall monitor, report, and update the project risk profile. The risks should be discussed with Rajkot Smart City Development Limited, and a mitigation plan be identified during the project review/status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

4.1.11 Miscellaneous

- i. Bidder needs to procure all the licenses required to run the project components installed under this project. No additional charges shall be paid to the bidder during the O&M phase.
- ii. The bidder shall provide insurance of all the products for the entire contractual duration.
- iii. It is the responsibility of bidder to perform all activities, documentation and procedure for insurance of product.
- iv. Overall, it is the responsibility of bidder to ensure the proper functioning of product for entire project duration.
- v. Bidder shall support in preparation of any document pertaining to the Eye-way project. This may include project notes, success story, operating manual / procedure, project specific presentation, impact analysis etc.
- vi. The contractual terms of service shall be monitored on a monthly / quarterly basis as per the individual service requirements. However, if the performance of the system/ services is degraded significantly at any given point of time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the RSCDL or an agency designated by it, then the RSCDL shall have the right to take appropriate punitive actions including termination of the contract and / or forfeiture of PBG.
- vii. Monitor the available Updates of versions, patches etc. of various products being managed by the Bidder.
- viii. Bidder should submit manpower attendance data captured from biometric device. Bidder may factor in a cost pertaining to the same.
- ix. Requirements, Operating Procedures, and Recovery Procedures.
- x. Bidder should upgrade Application Software/ any licensed software / Database to latest versions of system software for application and database servers as required.

4.1.12 Training & Capacity Building

Training of all stakeholders for Rajkot Eye-way project is essential for ensuring that the solution implemented is actually used. The Bidder shall prepare detailed training plan for all the users of the system. The bidder needs to ensure proper hands-on training is imparted to the designated end-so as to make them well conversant with the functionalities, features and processes built in the Software and hands-on experience with

their functionalities. Training manual / user guide needs to be provided by the bidder in English as well as Gujarati.

4.2 Role of Project Stakeholders

4.2.1 Successful Bidder

- i. Scope of work described in this RFP for the O&M phase.
- ii. Ensuring the achievement of project objective & envisaged outcome
- iii. Deployment of competent project team as per the requirement.
- iv. Adherence to the SLA outlined in the RFP.
- v. Repair, refurbishment of faulty equipment in a timely manner
- vi. Ensure availability of sufficient spares for each of the equipment. Bidder must ensure adequate spares are available from time to time during the project tenure.
- vii. Methodical and Result Oriented Project Management Approach & Technique.
- viii. Accurate and timely reporting and information management.
- ix. Updation of data during the entire contractual period of time.
- x. Provision of insurance of all the field devices.
- xi. Support in providing remote support for configuration of active devices, as and when requested by RSCDL
- xii. Provision of requisite manpower, machinery, tools, accessories etc. to ensure envisaged uptime of the project.
- xiii. Support in providing necessary support in migration of connectivity towards ICCCL from any field devices from Third party ISP to SI of RSCDL for establishing own network of RSCDL.
- xiv. Co-ordination and teamwork with project stakeholders to deliver the objective of project.
- xv. Adherence to code of conduct, culture and discipline of Rajkot Smart City Development Limited, Rajkot Smart City Development Limited, Rajkot Municipal Corporation (RMC) and other organization/individual working on this project.
- xvi. Signing of contract with Rajkot Smart City Development Limited & submission of PBG.

4.2.2 Rajkot Smart City Development Limited

- i. Support to successful bidder in providing inventory details of the delivered solution.
- ii. Providing support in reaching out to the concerned stakeholder(s) during the tenure of the project.
- iii. Review, approval and suggestions on deliverables.
- iv. Location details of all the components.
- v. Network diagram along with the IP schema of the established network under the Eye-way project.
- vi. On demand of bidder, access to relevant data and approval related to the project.
- vii. Approval on work completed & billing request raised by bidder.
- viii. Approval on attendance of project team deployed by bidder.
- ix. Review of project progress and report to Rajkot Smart City Development Limited in case of non-performance or deviation from RFP.
- x. Necessary sitting arrangement at ICCCL of Rajkot Smart City.

4.2.3 Rajkot Smart City Development Limited - PMC Team

- i. Bid Process Management
- ii. On-boarding of vendor
- iii. Contract signing and performing all required documentation for project inception.
- iv. Project document management.
- v. Support to vendor and user department in project through meetings and site visits.

- vi. Periodic project review and monitoring of project progress.
- vii. Vendor management.
- viii. Review, approval and suggestions on deliverables.
- ix. Billing recommendation
- x. Keeping a track on deliverables, timeline and penalty in case of delay.
- xi. Review, monitor the clauses of RFP & contract during project guardian of RFP & contract.

4.3 Manpower Requirement

- i. The minimum requirement of manpower resources, their qualification and responsibility of each resource is given below. The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed for the project.
- ii. The successful bidder shall depute the resources as per the requirements for carrying out the O&M Activity and maintaining the SLA. This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA. No additional charge shall be paid to the bidder for any additional manpower deployment. Please note that Bidder shall have to deploy adequate field resources over and above the mentioned proposed list of resources. Bidder should make an estimation for the field resource requirement and should increase if in case the number of manpower is not sufficient to manage the entire project.
- iii. In case deputed employee/staff is not available or is on leave, the successful bidder is required to provide the alternative personnel with same or higher technical capabilities of the non-available personnel based on prior approval from RSCDL.
- iv. The manpower deployed for the project should be without any criminal background / record. The successful bidder must submit declaration certificate of all deployed manpower to RSCDL before deputation in this regard. RSCDL reserves the right to carry out background verification of the personnel proposed on the Project for verification of criminal record, at the beginning of deployment or during deployment.
- v. The successful bidder shall have to provide replacement for any employee who is either leaving the firm / not suitable for assignment. The replacement personnel should be of the same or higher technical capabilities and with prior approval from RSCDL.
- vi. All the manpower shall have to undergo training from the successful bidder for at least 15 working days on the working of project. Training should also cover dos & don'ts and will have few sessions from the RSCDL and Police Department officers on right approaches for monitoring the feeds & providing.
- vii. Please note that it is a minimum requirement for the manpower deployment, bidder is free to deploy additional resources by keeping RSCDL informed about their deployment.

Sr. No.	Designation	Qty	Roles & Responsibilities	Desired Qualification
1	Nodal officer/ Project Manager- Operations	1	<ul style="list-style-type: none"> Overall in-charge of O&M of the complete project infrastructure. Coordinating with third party agencies, bandwidth operators and software/equipment's vendors. Should be the single point contact (SPOC) for managerial responsibilities and direct interface with the RSCDL. Responsible for ensuring timely resolution of all the concerns. 	<ul style="list-style-type: none"> BE /B. Tech (CE, CS, IT or EC) with M.Tech / MBA 10+ Years of Post Qualification Experience in large scale ICT infrastructure projects. Relevant Exp.: <ul style="list-style-type: none"> 3+ Years of experience as a project manager for O&M phase of large scale ICT infrastructure 3+ Years of experience as a

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

Sr. No.	Designation	Qty	Roles & Responsibilities	Desired Qualification
				Project Manager for large scale ICT project implementation.
2	Network Engineer	1	<ul style="list-style-type: none"> The resource should be able to manage the NMS Tools Managing and monitoring Network operations Responsible for monitoring of adherence to defined SLA for system by making effective utilization of deployed NMS tools 	<ul style="list-style-type: none"> BE /B. Tech (EC) with CCNA or higher certification 4+ Years of Post Qualification Experience in large scale ICT infrastructure projects. Relevant Exp.: 3+ Years of experience of working of NMS Tool
3	Storage and Backup Engineer	1	<ul style="list-style-type: none"> Backup of operating system, database and application as per stipulated policies. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies. Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes. Media management including, but not limited to, tagging, cross-referencing, storing, Retrieving, archival logging, testing, and vaulting in fire proof cabinets. 	<ul style="list-style-type: none"> BE/B.Tech/MCA in computer science/ IT 5+ years of Post Qualification experience 3+ years of experience in NAS/ SAN or TMS backup environment
4	Security Engineer	1	<ul style="list-style-type: none"> Knowledge & skills needed to examine Information security management systems and to generate appropriate audit findings & reach valid conclusion Should understand ISO 27000 standards 	<ul style="list-style-type: none"> BE/B.Tech Professional certifications like CISA/CISSP/CompTIA security+ / CEH 3+ years of experience as IT security auditor
5	CCTV expert	1	<ul style="list-style-type: none"> Should be responsible for configuring (if required), monitoring & managing entire CCTV surveillance network Able to configure alerts, analytics & manage Video management software. Should be responsible for monitoring 	<ul style="list-style-type: none"> BE/B.Tech or higher 4+ Years of Post Qualification Experience in large scale (min. 500 IP cameras surveillance) of CCC operation comprising of VMS, Video analytics.

Sr. No.	Designation	Qty	Roles & Responsibilities	Desired Qualification
			of adherence to defined SLA for system by making effective utilization of CCTV surveillance.	
6	L1 support engineer (24*7*365)	1	<ul style="list-style-type: none"> Should be responsible to coordinate with multiple teams to ensure SLA compliance of all the field devices Should monitor all the alerts of field devices and support in routine ICCV operations 	<ul style="list-style-type: none"> B.E. / B.Tech of higher 2+ years of Post qualification experience in ICT domain

4.4 Deliverables

The operational aspects of project need to be handled by the Bidder including maintaining weekly statuses, minutes of the meetings, weekly/monthly/project plans, etc. Relevant stake holders will meet formally on a weekly or agreeable duration covering, at a minimum, the following agenda items:

- Preventive Maintenance Report (Monthly)
- Performance and SLA compliance reports
- Monthly and / or Quarterly SLA report
- Monthly attendance Reports of all the resources deployed, generated through biometric attendance capturing device
- Current scenario of each site with actual image of site at an interval of 1 month
- Unresolved and escalated issues
- Project risks and their proposed mitigation plan
- Any other issues that either party wishes to add to the agenda

Bidder to share periodic report with highlighting open issues to RSCDL. Report should include all the issues including the one which is outside the purview of the implementation agency. Such periodic report shall help RSCDL take informed decision, as per the on-ground requirement.

4.5 Exit Management Plan

- The implementation agency shall provide the Rajkot Smart City Development Limited or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - A detailed program of the transfer process that could be used in conjunction with a replacement implementation agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer
 - Plans for the communication with such of the implementation agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Rajkot Smart City Development Limited's operations as a result of undertaking the transfer
 - (if applicable) proposed arrangements for the segregation of the implementation agency's networks from the networks employed by Rajkot Smart City Development Limited and identification of specific security tasks necessary at termination;
 - Plans for provision of contingent support to Rajkot Smart City Development Limited, and replacement implementation agency for a reasonable period after transfer.

- ii. The terms of payment as stated in the Terms of Payment Schedule include the costs of the implementation agency complying with its obligations under this Schedule.
- iii. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- iv. During the exit management period, the implementation agency shall use its best efforts to deliver the services.
- v. Exit Management plan shall be furnished in writing to the Rajkot Smart City Development Limited or its nominated agencies within 90 days from the Effective Date of this Agreement.

Chief Executive Officer
Rajkot Smart City Development Limited

SECTION 5: DELIVERABLE, TIMELINE & PAYMENT PROCESS

5.1 Project Deliverables, Timeline and Payment Process

The total duration of the Project shall be of 36 (thirty-six) months. Rajkot Eye-way project's O&M shall be distributed across two phases in accordance with the date of Go-live of respective phase.

Phase I – Commencement from the date of issuance of Work order and duration for the same shall be 3 years.

Phase II – Commencement from 1st September 2024 and duration shall be till the last date of 1st phase only.

During the Phase II, successful bidder shall have to operate and maintain all the equipment of both Phase I and Phase II.

Sr No	Milestone	Timeline	Deliverable	Payment
1.	Quarterly payment	Calendar quarter (Shall be considered on a pro-rata basis for the initial payment)	<ul style="list-style-type: none"> • SLA report • Risk register • Monthly progress report <i>(To be submitted every month)</i> • Preventive maintenance Reports <i>(monthly) (with time stamped pre & post scenario photographs and other details)</i> • Resources Attendance Report <i>(generated through biometric attendance capturing device)</i> 	Quarterly payment quoted by the bidder

Amount pertaining to the violation of SLA terms, as stated in this document shall be levied from quarterly invoice payable to the successful bidder.

Note:

- The payment shall be made in accordance with the quantities defined in the financial bid of this RFP. Bidder shall be paid for the quantities which are live as on particular date. Further, if in case the quantity is reduced / increased during a specific quarter, payment shall be made on actual basis only. Please note that payment shall be made in accordance with the quantity maintained during a particular period of time. If in case, the quantity variation was observed during the quarter, the payment shall be made on pro rate basis for the actual quantity mentioned for the actual time period.

5.2 Service Level Agreement & Penalty

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the successful bidder to End Customer - Rajkot Smart City Development Limited / Rajkot Police department for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Implementation Bidder can be measured.

- The bidder needs to maintain a reliable database to monitor the project progress and their performance against the SLAs.
- Bidder needs to report the compliance / non-compliance to SLAs on weekly and monthly basis.
- Penalties shall be levied only for the reasons attributable to the implementing agency. Any risks / issues foreseen by the implementing agency should be brought to the notice of the Rajkot Smart City Development Limited immediately. If no such issues / risks are highlighted by the implementing agency, then it is expected that no delays will be there in the implementation schedule

5.3 SLA & Penalty for Operation & Maintenance Phase

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

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

Definitions:

Please find the definition for the Service Level Agreement (SLA) for this project.

Sr. No.	SLA Terms	Description								
1	Uptime	‘Uptime’ refers to network backbone availability across various segments of City wide area network i.e. between City Junction/locations and the CCC and Data center “%Uptime” means ratio of ‘up time’ (in minutes) in a month to Total time (in minutes) in the month multiplied by 100.								
2	Planned Network Outage	‘Planned Network Outage’ refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be approved by the TENDERER or authorized authority and shall be notified to all the concerned stakeholder in advance (at least seven working days). It is desirable that such outage shall be taken on Sundays or other Government holidays to the extent possible.								
3	Unplanned Network Outage	‘Unplanned Network Outage’ refers to an instance in which no traffic can pass in or out through which users are connects to the network Backbone								
4	Not keeping manpower	If successful bidder does not deploy the required specified quantity & quality of manpower as per RFP or a person deployed is not reporting to the duty, there would be a penalty per person per day as defined in below table and will be deducted from the quarterly payment								
5	Accuracy of ANPR/RLVD/Face Recognition System	RMC and RAJKOT CITY POLICE or its nominated agency shall once in a month visit the CCC to check the accuracy of the said systems on random basis and mark out the difference if found lower than the accuracy level as per the SoW. Each such instance of accuracy lowers than the defined limit shall be counted as an “instance” for penalty calculation								
6	Incidence Resolution (Network)	<div>The network outage, security or performance related issues impacting the network availability/performance and leading to unavailability of the services. Resolution of incidence as per below priority Levels:<ul style="list-style-type: none">• L1 Level Severity: Impacting Command & Control Center.• L2 Level Severity: impacting one or more Zones.• L3 Level Severity: Impacting one or Junctions/ Endpoints/ Offices• L4 Level Severity: Impacting one or more end devices/utilities</div> <table><tr><th>Sr. No.</th><th>Severity</th><th>Initial Response Time</th><th>Issue Resolution Time</th></tr><tr><td>1</td><td>Level 1</td><td>15 Mins</td><td>1 Hour</td></tr></table>	Sr. No.	Severity	Initial Response Time	Issue Resolution Time	1	Level 1	15 Mins	1 Hour
Sr. No.	Severity	Initial Response Time	Issue Resolution Time							
1	Level 1	15 Mins	1 Hour							

Sr. No.		SLA Terms	Description			
			2	Level2	30 Mins	2 Hours
			3	Level3	60 Mins	6 Hours
			4.	Level4	240 Mins	24 Hours
7	Incidence Resolution (CCC)	<ul style="list-style-type: none">• Priority Level 1 Incident - Within 1 hr• Priority Level 2 Incident - Within 12 hr• Priority Level 3 Incident - Within 24 hr <p>Note: Incidents will be logged in the Helpdesk and the successful bidder will have to resolve the incident and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders. Root Cause should be identified for all incidents; if root cause is not identified then additional penalties will be levied.</p>				
8	Security Breach	<ul style="list-style-type: none">• Detection of security Breach - within 30 minutes• Mitigation of Security Breach - within 1 hr from the time of Breach <p>Note: The security breach will include but not limited to successful penetration of any Virus, trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks, etc. up to the server level. In case of any compromise of data due to the Security Breach then double penalty will be levied (this will not be counted within the maximum penalty cap limit).</p>				
9	Request Resolution (CCC)	<ul style="list-style-type: none">• Priority Level 1 Incident - Within 2 hr• Priority Level 2 Incident - Within 24 hr• Priority Level 3 Incident - Within 36 hr <p>Note: Requests (like password reset, firewall port opening, hardening, etc.) will be logged in the Helpdesk and the successful bidder will have to resolve the request and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders.</p>				

SLA:

Sr. No.	SLA	Target	Penalties
1	Availability/Uptime of End Points like CCTV camera/Wi-Fi APs/ LED Display panel/ IOT sensors etc.	99.00%	<ul style="list-style-type: none"> 99.00% or Better = NIL 98.50% to 98.99% = 0.50% of QP 98.00 to 98.49% = 1.00% of QP 95.00 to 97.99% = 1.50% of QP Less than 95% = 5% of QP
2	Not keeping required Manpower	As per SLA	<ul style="list-style-type: none"> Management level staffs like PM/ Manager: 5000/- per day per person for un-sanctioned leave / non-reporting All other staffs: 1000/- per day per person for un-sanctioned/ non-reporting Above charges are in addition to deduction of

Sr. No.	SLA	Target	Penalties
			actual wages for the period of absence based on the rateschedule
3	Accuracy of ANPR/RLVD/Face Recognition System	As per SLA	Rs. 1000/- per instance (Instance for penalty purpose shall be considered as each event where system has even wrong output. Penalty shall be applicable on any such instances beyond allowable range.)
4	Delay in resolution of support/incidents for the devices installed by the bidder	As per SLA	<ul style="list-style-type: none"> Level 1: 0.25% of QP for every 2 Hours Delay in resolution. Level 2: 0.25% of QP for every 3 Hours delay in resolution Level 3: 0.25% of QP for every 6 Hours delay in resolution Level 4: 0.25% of QP for every 8 Hours delay in resolution
5	Timeline for Retrieval from the Storage	Maximum 1 Hours for per request is allowed	<ul style="list-style-type: none"> 0.50 % of the QP for every instance of delay beyond 1-hours Note: Data Retrieval Request Through a Request Log Mechanism
6	Uptime of all IT components & services under scope of Data Centre	99.75% (at each individual component level)	<ul style="list-style-type: none"> For each component 99.25 - 99.75 - 1.0% of QP 98.75 - 99.24 - 2.0% of QP And so on <p>If the uptime goes below 96.75, additional penalty of 1% will be charged on QP for each slab 1% downtime.</p>
7	Uptime of all non-IT Components & services under scope of Data Centres	99.75% (at each individual component level)	<ul style="list-style-type: none"> 99.25 - 99.75 - 0.5% of QP 98.75 - 99.24 - 1.0% of QP And so on <p>If the uptime goes below 96.75%, additional penalty of 0.5% will be charged on QP for a slab of 1%.</p>
8	Security Breach	As per SLA	<ul style="list-style-type: none"> 3% Of QP for every 30 Minutes delay in detection and additional 1% for every 1 hr. delay in the mitigation of security breach
9	Request Resolution (DC)	As per SLA	<ul style="list-style-type: none"> Level 1 Incident 0.25% of QP for every 2 hr delay in resolution Level 2 Incident 0.25% of QP for every 12 Hr delay in resolution Level 3 Incident 0.25% of QP for every 18 hrs. delay in resolution

Sr. No.	SLA	Target	Penalties
10	Incident Resolution (DC)	As per SLA	<ul style="list-style-type: none"> • Level 1 Incident 0.25% of QP for every 2 hr delay in resolution • Level 2 Incident 0.25% of QP for every 6 Hr delay in resolution • Level 3 Incident 0.25% of QP for every 12 hrs delay in resolution

Note:

- Deduction of penalty shall be calculated on the quarterly payout of respective device in accordance with their applicable penalty slab.
- Maximum penalty is restricted to 10% of the project cost. Non-compliance to SLA beyond the penalty limit defined may lead to termination of contract on discretion of Rajkot Smart City Development Limited.
- If the breakdown issue cannot be resolved within the above specified time limits, a compatible System of equivalent or higher specifications has to be installed within that period.

Partial/Full damage to hardware

- Hardware installed through this Project is an important public asset. During the contract period of the Project the bidder shall be required to repair / replace any equipment if stolen / damaged/faulty. Appropriate insurance cover must be provided to all the equipment supplied under this project
- In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control like Theft, intentional damage by mishandling, Fire etc., the Bidder should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- In such a case the Bidder will have to make provision for the supply of the new hardware against the lost/ damaged equipment/ component.
- Service Engineers/ Representatives of Bidder shall invariably carry their identity cards with them, without which they will not be allowed to access department Systems. Service Engineers of the Bidder shall have access to the Computer Systems/ Backup Solution only after obtaining clearance from department authorized officials. No component of the System/ data/ log information will be taken out of department premises without clearance from authorized Officials of the department.

Chief Executive Officer
Rajkot Smart City Development Limited

SECTION 6: INSTRUCTIONS TO THE BIDDERS

6.1 Instructions to the bidder

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- Every page of the proposal should necessarily be numbered and signed with seal.
- The bidder should not tamper the templates, and file types. If any additional information should be provided in a separate sheet where required.
- Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by Rajkot Smart City Development Limited.
- Any past projects where the bidder executed other works in addition to what is asked in Pre-Qualification Criteria in a single order, the bidder should consider only the value of asked project part and highlight only those components.
- RSCDL may request bidder(s) to submit their justification / additional documentary evidence during the evaluation of the bid to ascertain their qualification. However, RSCDL may not ask for any justification during the bid evaluation phase at its own discretion.

6.2 Purpose of Bid Document

The purpose of this tender is to select bidder to provide comprehensive Operation and Maintenance (O&M) services for 3 years from the date of issuance of work order.

In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process individually (the "Sole Firm") in response to this invitation. The term "Bidder" means the bidding entity for this project. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

6.3 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 Rajkot Smart City Development Limited to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This Bid Document does not commit the Rajkot Smart City Development Limited to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of Rajkot Smart City Development Limited and may be returned at its sole discretion.

6.4 Queries (Online)

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, till 6 PM of 21st September, 2023

The queries should necessarily be submitted in the following format:

Bidders Request for Clarification			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel: Mobile: Email:
Sr. No.	RFP Document Reference (Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			
2			

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

Bidders are requested to send their list of queries through an email communication on rscdlpancity@gmail.com

6.5 Amendment of RFP Document

At any time before the deadline for submission of bids, the Rajkot Smart City Development Limited, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

The bidders are advised to visit the, <https://tender.nprocure.com>, on regular basis for checking necessary updates. Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited may, at its discretion, extend the last date for the receipt of Bids.

6.6 Rajkot Smart City Development Limited's rights to terminate the selection process

Rajkot Smart City Development Limited may terminate the RFP process at any time and without assigning any reason thereof. Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited.

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

6.7 Right to reject any proposal

Notwithstanding anything contained in this RFP, Rajkot Smart City Development Limited reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

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

General Rejection criteria:

- i. Conditional Bids - If the information provided by the Bidder is found to be partial/ incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- ii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iii. Bids received after the prescribed time & date for receipt of bids;
- iv. Bids without signature of person (s) duly authorized on required pages of the bid;
- v. Bids without power of attorney / board resolution or its certified true copy.
- vi. Technical Rejection criteria
- vii. Bid not sealed and packaged in envelope as asked in RFP;
- viii. Bidders not complying with the Eligibility Criteria given in this Tender
- ix. Technical Bid containing commercial details;
- x. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- xi. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
- xii. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum / corrigendum (if any) and any subsequent information given to the Bidder;
- xiii. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- xiv. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

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.
- v. 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 Rajkot Smart City Development Limited reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of Rajkot Smart City Development Limited, including annulment of the Selection Process.

6.8 Bid Fee and Earnest Money Deposit (EMD) and amount

- The bidder should pay non-refundable Bid Fee of Rs. 23,500 /- (Rupees Twenty Three Thousand Five Hundred only) in favor of "Rajkot Smart City Development Limited" payable at Rajkot, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Rajkot. The Bid fees shall be in the form of a Demand Draft / Banker's Cheque.
- The bidder should also submit Earnest Money Deposit (EMD) of Rs. 45,00,000 /- (Rupees Forty Five Lacs only) in favor of Rajkot Smart City Development Limited "from Nationalized or Scheduled Banks except Co-operative Banks, payable at Rajkot. The EMD shall be in the form of DD or BG with validity of 180 days beyond the original validity period for the bid.
- No interest will be payable by the Rajkot Smart City Development Limited on the Earnest Money Deposit (EMD).
- In case bid is submitted without EMD or Bid fees as mentioned above then Rajkot Smart City Development Limited reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
- The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof
- The decision of Rajkot Smart City Development Limited regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- The EMD may be forfeited:
 - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
 - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - During the bid process, if any information found wrong / manipulated / hidden in the bid.

6.9 Sealing, Marking and Submission of Technical Bid

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

Bidders are required to submit their technical bid in both soft and hard copy. Bidders are requested to upload a searchable soft copy on <https://tender.nprocure.com> and physical copy (Along with one additional searchable soft copy (in pen drive / HDD) in separate sealed envelopes as per instructions given below:

Part 1: Pre-Qualification documents, Bid Fees and EMD with complete details as mentioned in RFP.

Part 2: Technical Qualification Documents. The proposal shall also consist of all supporting documents.

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

- i. Original DD/BG of the Bid fee & EMD
- ii. Pre-qualification criteria related documents
- iii. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents.
- iv. Details of EMD & Tender fee shall be submitted in electronic format (by scanning) while uploading the bid. This submission shall mean that EMD & tender fees are received for purpose of opening the bid. Accordingly, offer/ tenders of those bidders whose EMD & tender fee is received electronically,

shall be opened. However, for the purpose of realization of EMD and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/ Speed Post/in person so as to reach to registered office of Rajkot Smart City Development Limited. Punitive action shall be initiated for non-submission of EMD & Tender fees in original to registered office by bidder including abeyance of registration and cancellation of E-tendering code for one year.

- v. Proposal should be signed by an authorized person of the bidder. It should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this proposal.
- vi. Tenders by partnership firm must be signed by all partners. The full name and addresses of all the partners shall be furnished. The tenders by Corporation/ Companies must be signed with the legal name of the Corporation/ Company by the president/ or by the secretary or other person or persons legally authorized to bind the Corporation/ Company in the matter
- vii. Proposals must be direct, concise, and complete. Rajkot Smart City Development Limited 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. Rajkot Smart City Development Limited reserves the right to accept or reject any or all the proposals without assigning any reason.
- viii. Following documents shall only be submitted in HARD COPY to Rajkot Smart City Development Limited, Rajkot by all bidders.
 - a. Earnest Money Deposit as mentioned in the tender
 - b. Tender Fees as mentioned in the tender
 - c. Affidavit on Non-Judicial Stamp Paper of Rs. 100/-

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

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

Details to be mentioned exactly on sealed envelop	
Tender Details Notice No.: Tender Name Last date of Submission:	To, The General Manager – IT, Rajkot Smart City Development Limited, Rajkot Municipal Corporation Central Zone, 2 nd floor, IT Department, Dhebar Road, Rajkot – 360001

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

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

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

6.10 Late Bids

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

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

6.11 General Instructions

a) Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Rajkot Smart City Development Limited, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, Notarized copy of the translation of the same in English language shall be submitted by the bidder.

b) Concessions permissible under statutes

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

c) Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the "Proposal Validity Period"). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 4.7 in all respects.

d) Taxes

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

GST

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

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by Rajkot Smart City Development Limited, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor/Successful bidder certifying that the amount of GST paid to

the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/contractor, failing which, Rajkot Smart City Development Limited may recover the amount due, from any other payable dues with Rajkot Smart City Development Limited and decision of Rajkot Smart City Development Limited shall be final and binding on the Contractor/Successful Bidder in this regard. Further the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

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

e) 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.

f) Right to vary the scope of the work at the time of award

Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited changed order.

g) Modification or Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify Rajkot Smart City Development Limited by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.

The notice of withdrawal shall be addressed to Rajkot Smart City Development Limited at the address named in the bid Data Sheet, bear the Contract name, the <Title> and <bid No.>, and the words "bid Withdrawal Notice."

Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.

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

h) Performance Bank Guarantee

The successful bidder shall at his own expense, deposit with department, within 15 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized or Scheduled Banks except Co-operative Banks in favor of "Rajkot Smart City Development Limited" for the due performance and fulfilment of the contract by the bidder.

The SI shall submit performance guarantee for the entire contractual agreement duration for the amount equivalent to 10% of the Project Cost which is unconditional & irrevocable bank guarantee.

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") i.e. 3 years and 3 months.

The Performance Bank Guarantee letter format can be found in the Section 7.4.3 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 or receive frequent complaints from citizens / authority, Rajkot Smart City Development Limited would evoke the entire PBG. Notwithstanding and without prejudice to any rights whatsoever of Rajkot Smart City Development Limited under the Contract in the matter, the proceeds of the PBG shall be payable to Rajkot Smart City Development Limited as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Rajkot Smart City Development Limited 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.

Rajkot Smart City Development Limited 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.

i) Work Order/ Purchase Order

For entire operation and maintenance work to be carried out in the Rajkot Smart City Development Limited under this contract, the contract will be signed with Rajkot Smart City Development Limited and the work order will be issued by the Rajkot Smart City Development Limited.

j) Validity Period of the Contract

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

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

k) Price Variation

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

l) Governing Law

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

m) Restriction on Transfer of Agreement

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

Failure to agree with the Terms & Conditions of the Bid Document/ Contract

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

Terms and Conditions of the Tender

Bidder is required to refer to the draft Contract Agreement, attached as Annexure 7.4 in this Bid Document, for all the terms and conditions to be adhered by the successful bidder during Project Implementation and Post implementation period.

Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

n) Liability

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

o) Force Majeure

In the event that any damages to items due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during Warranty Period and Maintenance Period shall be the liability of Rajkot Smart City Development Limited. In such case, Rajkot Smart City Development Limited shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by Rajkot Smart City Development Limited to the successful Bidder on mutual understanding.

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

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

Notwithstanding anything to the contrary mentioned above, the decision of the Rajkot Smart City Development Limited shall be final and binding on the SI.

p) Conflict of Interest

A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm's interest at the cost of Government. The Bidder agrees that it shall hold the Rajkot Smart City Development Limited's interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the Bidder foresees a Conflict of Interest, the Bidder shall notify Rajkot Smart City Development Limited 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.

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

The Bidder shall disclose to Rajkot Smart City Development Limited in writing, all actual and

potential Conflicts of Interest that exist, arise or may arise (either for the Bidder or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

q) Resolution of Dispute

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

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

r) Discount

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

s) Site visit and verification of information

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

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

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

t) Safety Regulation, Accident and Damage

The SI shall be responsible at his own cost in and relative to performance of the work and SI to observe and to ensure observance by his Sub-selected vendors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from

time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other SIs, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case maybe, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the SI shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the SI of his obligation aforesaid or upon any operation, act or omission of the SI his Sub-selected vendor(s) or agent(s) or servant(s).

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

u) Ownership and Licenses

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

v) Resolution of Dispute

The Rajkot Smart City Development Limited 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 contract. If after thirty days from the commencement of such informal negotiations, the Rajkot Smart City Development Limited/RMC and the SI have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

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

w) Consortium/Joint Venture

Consortium is not allowed for this bid.

6.12 Sub-contracting

The bidder would not be allowed to sub-contract work, except for the following:

- Cabling and fixtures work, and all civil work, Electrical work etc. during project tenure

Sub-contracting of the above or any other aspect of the scope of work by the bidder shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

6.13 Additional Quantity/Change Request

- a. Rajkot Smart City Development Limited reserves its right to award additional quantity of work order up to 30% of the original quantity (as per state and central govt. guideline) at the same price and terms and conditions quoted in original contract.
- b. Rajkot Smart City Development Limited also reserves right to award change request work order up to 30% of the original project cost for the work needed to execute the work defined in scope of work defined in original contract
- c. Payment for additional items
 - Based on the final project plan or during the project duration if there is need for additional items and Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities as defined in the financial bid, implementation SI will be required to arrange additional items. Payment for such additional items will be done separately by Rajkot Smart City Development Limited.
- d. In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation SI. Payment shall be made on a pro rata basis for the remaining days of the quarter and from the forthcoming quarter, it shall be made as per the commercial bid submitted by the bidder.

6.14 Extension of the Contractual duration

- Contractual duration for this engagement is 3 years from the date of issuance of the work order – I. For the Phase I of the project, tenure for the operation and maintenance shall be of 3 years. However, balance quantities shall be served through Phase II work order and same shall have to be served till the end of 3 years from the issuance of Phase I order. This operation and maintenance work may be extended further for another 3 years or as per the mutual agreement basis the satisfactory performance of the bidder. The commercials shall be finalized at the mutual agreed terms for this extension. However, please note that this extension shall be granted at sole discretion of RSCDL.

6.15 Termination of Contract

Termination of Contract Rajkot Smart City Development Limited may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part in the following ways.

- Termination by Default: for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: Rajkot Smart City Development Limited by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of

termination shall specify that the termination is for Rajkot Smart City Development Limited's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.

- Termination for Non-Performance: If the SI fails to deliver any or all of the project requirements / operationalization / performance parameters (PERFORMANCE STANDARDS) of the project within the time frame specified in the contract; or

If the SI fails to perform any other obligation(s) under the contract.

- Termination for Insolvency/NCLT proceedings: The Department may at any time terminate the contract by giving written notice to the SI(s), if the SI(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SI(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. SI agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the Rajkot Smart City Development Limited identified team in this case.

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

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

Consequences of Termination

- In the event of termination of this contract, Rajkot Smart City Development Limited is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to Rajkot Smart City Development Limited and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution/ continued execution of the requirements of this contract.
- In the event of termination of this contract, Rajkot Smart City Development Limited shall have ownership over entire volume of delivered & installed software and hardware irrespective payment made to successful SI.
- In the event of the SI being unable to service the contract for whatever reason, Rajkot Smart City Development Limited 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 SI's failure to complete its obligations under the Contract. Department shall notify the SI in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the SI is in default.
- Rajkot Smart City Development Limited shall also be entitled to make recoveries from the SI's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement
- All plans, drawings, specifications, designs, reports, other documents prepared by the Vendor shall remain the property of Rajkot Smart City Development Limited/ RMC 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 Rajkot Smart City Development Limited/ RMC.

Section 7: Annexures

7.1 Annexure A: Technical Bid Format

7.1.1 Checklist for Pre-Qualification and Technical Qualification Document

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

Sr. No.	Documents to be submitted	Submitted (Y / N)	Documentary Proof (PageNo.) of Proposal
i.	Bid Processing Fee (DD) as per RFP		
ii.	Bid Security EMD (DD/BG) as per RFP		
iii.	Technical Bid Cover letter		
iv.	Technical Proposal Packaged in Envelope with Pen Drive as per RFP		
v.	Power of attorney / board resolution to the authorized Signatory of the RFP		
vi.	Copy of Certificate of Incorporation/Registration certificate/ Shop & Establishment Certificate		
vii.	Bidder Profile on their letterhead		
viii.	Copy of Audited Balance Sheet and Profit and loss statement for last three financial years 2021-22, 2020-21 and 2019-20		
ix.	Supporting Documents like Rent Agreement/ Electricity Bill / Self-Declaration on Company's Letter head to be submitted for Local Office in Rajkot. OR Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted		
x.	Copy of GST registration		
xi.	Copy of PAN registration		
xv.	Self-declaration by the Bidder duly signed and stamped by the authorized signatory - Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons		
xvi.	Self-declaration by the Bidder duly signed and stamped by the authorized signatory - Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.		

Note:

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

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

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

7.1.2 Technical Bid Cover Letter

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

Date: dd/mm/yyyy

To
The General Manager – IT,
Rajkot Smart City Development Limited (RSCDL),
Rajkot Municipal Corporation – Central Zone office,
2nd floor, IT Department,
Dhebar Road,
Rajkot – 360001

Subject: Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city.

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

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the “Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city”.

We attach hereto our responses to Technical-Qualification & Commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited in its shortlisting process.

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

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

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

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

Signature of Authorized Signatory (with official seal)

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

7.1.3 Bidder Information Format

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

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

To whomsoever it may concern,

Please find below the details of bidder for participation in Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city.

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone :
E-mailaddress :

Note: To be submitted with any other supporting details specified as Document Proof in Section 3

7.1.4 Bidders Annual turnover over in last 3 financial years

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

Date: dd/mm/yyyy

To,
The General Manager – IT,
Rajkot Smart City Development Limited (RSCDL),
Rajkot Municipal Corporation – Central Zone office,
2nd floor, IT Department,
Dhebar Road,
Rajkot – 360001

Subject: Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city.

Sir/ Madam,
I have carefully gone through the Terms & Conditions contained in the RFP Document Selection of Bidder for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city.

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

#	Details	FY 2020-21 (i)	FY 2021-22 (ii)	FY 2022-23 (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Bidder				

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

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

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as Document Proof in Section 3 of RFP.

7.1.5 Auditor's/CA Certificate for turnover for bidder

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

Date: dd/mm/yyyy

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

#	Financial Year Ending	Annual Turnover (INR)
1.	31st March, 2021	
2.	31st March, 2022	
3.	31st March, 2023	
	Average Turnover	

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

Yours Sincerely,

Signature of Auditor (with official seal)

Name :
Designation :
Address :
Telephone :
E-mailaddress :

7.1.6 Self-Declaration – No Blacklisting

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

Date: dd/mm/yyyy

To
The General Manager – IT,
Rajkot Smart City Development Limited (RSCDL),
Rajkot Municipal Corporation – Central Zone office,
2nd floor, IT Department,
Dhebar Road,
Rajkot – 360001

Sir/Madam,
In response to the Tender Ref. No. _____ dated _____ for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot 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/ Urban Local Body / PSU in India as 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.

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

7.1.7 Affidavit

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

Name of work: Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city.

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, from the date of this bid submission.

3. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the Rajkot Smart City Development Limited to verify our statements or our competence and general reputation.

4. The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the Rajkot Smart City Development Limited.

5. The Rajkot Smart City Development Limited and its authorized representative are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or a uthorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, sexperience and competence of the Applicant.

6. My/ our offer shall not be considered in case of fake/ forged document(s) found during verification at any stage or at any stage of contract. I/ We are agreed to whatever action(s) taken by competent authority of corporation in the aforesaid circumstances such as forfeiture of security deposit and debarring from participation in future tenders for the period/ years as deemed fit by the corporation and informing the same to all other state/ central level Government/ semi government organizations.

Signed by the Authorized Signatory of the firm _____

Title of the office: _____

Name of the firm: _____

Date: _____

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

Details of experience

Date: dd/mm/yyyy

To
The General Manager – IT,
Rajkot Smart City Development Limited (RSCDL),
Rajkot Municipal Corporation – Central Zone office,
2nd floor, IT Department,
Dhebar Road,
Rajkot – 360001

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

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

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

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

7.1.8 Solution Design

Sr. No.		Chapters of Technical Proposal	Description
Chapter 1: About Bidder			
1.1		Introduction & Background	
1.2		Services & Products	
1.3		Credentials & Prior Projects	
1.4		Team	
1.5		Address & Offices	
1.6		Similar Prior Experience	
Chapter 2: Understanding of Scope of work & Approach of Bidder for Operation & Maintenance			
2.1		Approach to meet the requirement asked in RFP Scope of Work	
2.2			
2.3			
2.4			
2.5			
2.6			
2.7			
2.8			
2.9			
2.10			
2.11			
2.12			
Chapter 3: Approach & Methodology to address various concerns in O&M phase			
3.1		Inception Phase	
3.2		Manpower Deployment	
3.3		Project understanding	
3.4		Preventive Maintenance plan	
3.5		SLA compliance strategy	
3.6		Emergency response mechanism	
3.8		Activities, Timeline	
3.9		Completeness of the proposed project plan with proper Timelines, Responsibility Matrix, and change management	
3.10		Change Management	
3.11		Identification of Project Risks	
3.12		Risk Mitigation Plan	
Chapter 4: Expectation of Bidder from Authority			
Chapter 5: Annexures			

7.1.9 Curriculum Vitae (CV) of Project Team

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

SIGNATURE:

DATE OF SIGNING: Day Month Year

7.1.10 Bank Guarantee format for EMD

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

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

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

RAJKOT SMART CITY DEVELOPMENT LIMITED, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at _____ (hereinafter referred to as RSCDL, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

A. RSCDL has entered into a contract for providing Implementation services dated [insert date] (the Contract) with [insert name of Bidder], a company/firm [incorporated/registered] under the [insert name of the relevant statute under which the bidder has been incorporated or registered, as the case may be], [with its [registered/principal] office at [_____] (hereinafter referred to as the bidder, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).

B. In terms of the Contract, the bidder has agreed to provide the Operation and Maintenance Services for 3 years for the Eye-way project of Rajkot Smart City, which involve the use of technology, information and data to maintain infrastructure and services within the city of Rajkot (the Eye-way Project), to implement the Smart Cities Mission in Rajkot, pursuant to the Request for Proposal dated [_____] (referred to as the RFP) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents).

C. In terms of the letter of award / Intent (the LOA / LOI) dated [insert date] issued by Client to the bidder and Clause I of the Contract, the bidder is required to furnish to RSCDL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. [_____] [Insert amount equivalent to 10% of the Total Value of Contract] (the Guaranteed Amount) as security for the due and punctual performance or discharge of the bidder's obligations and liabilities under the Contract.

D. At the request of the bidder and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Bidder of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Contract.

2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to RSCDL the payment in full of all amounts at any time that may be due, owing or payable to RSCDL from the Bidder for the failure of the Bidder to duly and punctually perform all of its obligations under the Contract during the term (**Guarantee**), without any demur, reservation, protest or recourse, immediately on receipt of a demand from RSCDL.

The Guarantee is given on consideration received from the Bidder (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by RSCDL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that RSCDL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Bidder or validity of demand so made by RSCDL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organization, dissolution or liquidation of the Bidder or any change in ownership of the Bidder or any purported assignment by the Bidder or any other circumstance whatsoever, which might otherwise constitute a discharge or defense of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that RSCDL shall first attempt to procure the Guaranteed Amount from the Bidder or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, RSCDL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or RSCDL:

- a. any time or waiver granted to, or composition with, the Bidder or any other Person;
- b. any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Bidder or any other Person;
- c. any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
- d. any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate,

continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;

e. the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Bidder's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or

f. Any part performance of the Contract by the Bidder or by any failure by RSCDL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that for any reason the Bidder enters or threatens to enter into any proceedings in bankruptcy or re-organization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Bidder of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to RSCDL on demand.

7. So long as any amount is due from the Bidder to RSCDL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Bidder, whether in respect of its liability under this Guarantee or otherwise or claim in the insolvency or liquidation of the Bidder or any such other Person in competition with RSCDL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for RSCDL.

8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from RSCDL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to RSCDL that:

a. it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;

b. the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

c. neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;

d. no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

e. This Guarantee will be enforceable when presented for payment to the Guarantor's branch in Rajkot at [_____].

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of RSCDL in exercising any right, power or privilege hereunder and no course of dealing between RSCDL and the Guarantor, or the Bidder, shall operate as a waiver thereof, nor shall any single or partial exercise of any

right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which RSCDL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of RSCDL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with RSCDL to replace the invalid, illegal or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and RSCDL shall constitute a single binding agreement.

15. RSCDL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.

16. All documents arising out of or in connection with this Guarantee shall be served:

- a. upon RSCDL, at [insert address]; and
- b. upon the Guarantor, at [insert address].

17. Any demand, notice or communication would have been deemed to have been duly served:

- a. if delivered by hand, when left at the proper address of services; and
- b. if given or made by pre-paid registered post or facsimile, when received.

18. Either party may change the above address by prior written notice to the other party.

19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Gujarat.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [insert name of Bank] Bank, by [insert name of branch] Branch by hand
Of [insert name of signatory]
It's [insert designation] and duly authorized representative
Authorized by [Power of Attorney dated [insert date]] OR [Board resolution dated [insert date]].

7.1.11 Format for Power of Attorney for the Bidder

Whereas the Rajkot Smart City Development Limited has invited applications from interested parties for the Selection of “Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city”

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, Having our Registered office at,

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

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)

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 SI 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 SI.*
- *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 SIs 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 Appostille certificate*

7.1.12 Format for Self-Declaration – Not insolvent

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

Date: dd/mm/yyyy

To,

The General Manager – IT,

Rajkot Smart City Development Limited (RSCDL),

Rajkot Municipal Corporation – Central Zone office,

2nd floor, IT Department,

Dhebar Road,

Rajkot – 360001

Sir/Madam,

In response to the Tender Ref. No. _____ dated _____ for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons either indefinitely or for a particular period of time by any State/ Central Government/Urban Local Body/PSU.

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

Name of the Bidder :

Authorized Signatory :

Seal of the Organization:

Business Address :

Date :

Place :

7.1.13 Format for Self-Declaration – Not convicted in any criminal offense

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

Date: dd/mm/yyyy

To,

The General Manager – IT,

Rajkot Smart City Development Limited (RSCDL),

Rajkot Municipal Corporation – Central Zone office,

2nd floor, IT Department,

Dhebar Road,

Rajkot – 360001

Sir/Madam,

In response to the Tender Ref. No. _____ dated _____ for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and does not have our directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified. either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

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

Name of the Consultant :

Authorized Signatory :

Seal of the Organization :

Business Address :

Date :

Place :

7.2 Annexure B: Locations of the Devices

Sr. No.	Name of Location
1	50 ft near d mart chowk
2	80 ft Rainbasera Ramnagr
3	80 ft ROAD CHOWKDI
4	80ft busdepo
5	80ft workshop
6	Ag chowk
7	Ahir chowk
8	Airport chowk
9	Aj steel dudhsagar road
10	Ajad chowk
11	Aji dam chowkdi
12	Akashwani chowk
13	Ambedkar colony gate
14	Aminmarg civic center
15	Anand bungla chowk
16	Ashapura mandir
17	Ashram chowk
18	Asikana masjid
19	Astron chowk
20	Atika railway crosing
21	Backbone
22	Bahumali bhavan chowk
23	Bajarang wadi chowkdi
24	Bajarang wadi circle
25	Bedi chokdi morbi road
26	Bedipara fire station
27	Bhagavatipara
28	Bhaktinagar circle
29	Bhaktinagar station circle
30	Bhilwas chowk
31	Bhistiwad chowk
32	Bhutkhana chowk
33	Big bazaar
34	Chamadiya chowky
35	Chandreshnagar hz
36	Chunarwada chowk
37	Civil hospital entry 1
38	Collector office
39	Cosmo chokadi
40	Court chowk
41	Cp office
42	Cpo ccr
43	Crystal mall chowk
44	Delux chowk
45	Denabank jubilee market
46	Devpara chowk

Sr. No.	Name of Location
47	Dhebar chowk
48	Dhebarrod lastrailway crsng
49	Faruki masjid
50	Ganjiwada maftiya
51	Garud garbi chk
52	Gebanshapir
53	Ghanteshwar
54	Giriraj party plot
55	Gondal chowkdi
56	Govardhan chowk
57	Greenland chowkdi
58	Greenland tanker filling
59	Gundawadi chowk
60	Guruprasad chk
61	Hanuman madhi
62	Hinglaj chowk
63	Hospital chowk
64	Huseni chowk
65	Huseni masjid
66	Indira circle
67	Jadus chowk
68	Jagayarokan branch
69	Jamtower chowk
70	Jilla garden chowk
71	Jilla panchayat chowk
72	Jubilee tanker filling
73	Jubilee chowk
74	Jubilee market
75	Junction plot5
76	Junctionplot rukhadiya
77	Jungleshwar chowk
78	Kanaiya chowk
79	Kantastri vikasgruh chowk
80	Khodiyar para main road
81	Kishanpara chowk
82	Kkv chowk
83	Kotecha chowk
84	Kotharia road civic cenr
85	Kothariya animal hostel
86	Kothariya chowkdi hudko
87	Kothariya filling station
88	Kothariya firestation
89	Kothariya naka police chowkey
90	Krishna nagar civic center
91	Kuvadva chowkdi
92	Kuvadva police station

Sr. No.	Name of Location
93	Laxmi nagar
94	Limda chowk
95	Lokmela ground
96	Madhapar chowkdi
97	Mahapuja chowk
98	Mahilla collage circle
99	Majothiya nagar end point
100	Makkam chowk
101	Malaviya rkc chowk
102	Maliyasana chowkdi
103	Mandvi chowk
104	Market yard gate
105	Matel chowk
106	Mavdi chowkdi
107	Morbi road octroi naka
108	Moti tanki chowk
109	Munjaka chokadi
110	Nagrik bank chowk
111	Nakshtra
112	Nanamava circle
113	Nanamava mokaji
114	Nanavati chowk
115	Ncc chowk
116	Next to matel t point
117	Nilkanth chowk
118	Para pipaliya t point
119	Parevadi chowk
120	Parsananagar-6
121	Parul garden
122	Patel vadi chowk
123	Pd malaviya
124	Pedak chowk
125	Pedak road pani na ghoda
126	Police hq gate
127	Popatpara nala
128	Pradhuman chowkdi
129	Pradhuman park
130	Punit nagar
131	Pushkardham hawkwr zone
132	R.m.c. rajkot(eastzone)
133	Race course senior citizen
134	Race course baludhyan
135	Racecourse tennis court
136	Rail nagar hamirji chowk

Sr. No.	Name of Location
137	Railnagar watrtank
138	Railnagr underbridge
139	Railway station gate 3 & 4
140	Railway station main gate 1 & 2
141	Rain basera ajidam
142	Rain basera bedi naka
143	Rainbasera bhomeshwar
144	Raiya chowkdi
145	Raiya chowkdi busdepo
146	Raiya smasan
147	Raiya tele exchang
148	Raiyadhar wtr filling stn
149	Rajkot dairy
150	Ramdevpeer chowkdi
151	Ramnathpara mandir
152	Randarda talav
153	Rmc ccr dome
154	Rmc cent zone chwk
155	Rmc centrl zone inside
156	Rmc west zone
157	Rto
158	Sadar bazar
159	Sadar bazar chowk
160	Sadguru rmc point
161	Sadhuvasvani hawker
162	Sagar chowk
163	Sagar veg market
164	Saint kabir road jalganga
165	Saint kabir under bridge
166	Samrpan party plot
167	Sandipani school
168	Sanganva chowk
169	Sardar hospital
170	Sardhar
171	School no 13
172	Shantinagar chokadi
173	Shardabaug
174	Soni bazar angadiya
175	Soni bazar jalaram chiki
176	Sorathiyawadi garden
177	Sorathiyawadi circle
178	Sorathiyawadi way bridge chowk
179	ST depo
180	Sukhsagar hall

Sr. No.	Name of Location
181	Tariyasteel jungleshwrbrdg
182	Thorala
183	Trambha
184	Trikon baug
185	Trishul chowk
186	Umiya chowk
187	Vejagam chowkdi
188	Ward office 1 ramdevpir
189	Ward office 10a royal park
190	Ward office 11a nanamava
191	Ward office 12a mavdi road
192	Ward office 12b vavdi panchayat
193	Ward office 13a krushna nagar
194	Ward office 13b amarnagar
195	Ward office 13c gokuldham 80 ft
196	Ward office 14a kotharia road
197	Ward office 14b lakadiya pul
198	Ward office 14c bhaktinagar gurukul
199	Ward office 8d jankalyan fatak
200	Ward office 16a nilkanth cinema
201	Ward office 16b vivekanand vokla
202	Ward office 16c arvind maniyar hudco
203	Ward office 17a sahakarnagar
204	Ward office 17b atika
205	Ward office 18a sukhram nagar
206	Ward office 18b kothariya gram panchayat
207	Ward office 18d kothariya road
208	Ward office 2a git gujrari
209	Ward office 2b bajrang wadi
210	Ward office 2c shrof road
211	Ward office 3 4 opp railway station
212	Ward office 3a bedinaka tower
213	Ward office 3b junction plot
214	Ward office 3c popatpara
215	Ward office 4a morbi road
216	Ward office 4b latipplot morbi road
217	Ward office 5a kuvadva road
218	Ward office 5b rto
219	Ward office 5c govindbaug veggie market
220	Ward office 6a kabirvan main raod

Sr. No.	Name of Location
221	Ward office 6b manda dungar
222	Ward office 6c rajmoti oil
223	Ward office 7b vijay plot
224	Ward office 7c bhupendra road
225	Ward office 7d hathi khana
226	Ward office 8a sojitra ngr pumping
227	Ward office 9 raiya chowkdi
228	Ward office 9a paradise hall
229	Ward office conservance store
230	Yagnik road t-point
231	7a astron ward fix 1
232	7a astron ward fix 2
233	8d jankalyan fatak PTZ
234	Jamtower chowk PTZ3
235	Kothariya firestation fix 2
236	Kothariya firestation fix 3
237	Nanamauva ICCC tarace PTZ
238	Nyari dam PTZ 1
239	Nyari dam PTZ 2
240	80ft workshop fix7
241	Greenland wtr filling stn fix2
242	Greenland wtr filling stn fix3
243	Jubilee chowk PTZ 4
244	Traffic branch
245	Rmc cz
246	Atal bihari bajpayee auditorium
247	Race course fun world
248	Mahatma gandhi museum
249	Pramukh swami auditorium
250	Bhagatsinh garden
251	Love temple
252	Race Course Bal bhavan
253	ICCC, Nana Mava (CCC location)
254	Rajkot CP office (Police CCC location)

Note: The aforementioned list may vary during the contractual period

7.3 Annexure C: Commercial Bid Format & Instructions

7.3.1 Commercial Bid Cover Letter

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

Date: dd/mm/yyyy

To
The General Manager – IT,
Rajkot Smart City Development Limited (RSCDL),
Rajkot Municipal Corporation – Central Zone office,
2nd floor, IT Department,
Dhebar Road,
Rajkot – 360001

Subject: Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city.

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

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “Selection of Bidder for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city” do hereby propose to provide services as specified in the Bid Document referred above.

PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.

We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.

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

DEVIATIONS

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

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

QUALIFYING DATA

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

BID PRICE

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

CONTRACT PERFORMANCE GUARANTEE BOND

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

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

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

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

Thanking you,
Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

7-3.2 Commercial Bid

Schedule A: Bill of Quantities – Hardware and Software line items

Sr. No.	Item	UoM	Total Qty (A)	O&M Cost for Year 1 / unit (B)	O&M Cost for Year 2 / unit (C)	O&M Cost for Year 3 / unit (D)	Total cost (Without GST) E= A*(B+C+D)	GST % (F)	Total Amount (G = E*(F+100)%
1.	Fix Camera	Nos	609						
2.	PTZ Camera	Nos	218						
3.	Fish Eye Camera	Nos	11						
4.	ANPR Camera	Nos	112						
5.	Vehicle Presence (RLVD) Camera	Nos	56						
6.	LED Board (Variable Messaging Display)	Nos	40						
7.	Wi-fi Access point	Nos	144						
8.	Environmental Sensor (IOT)	Nos	20						
9.	UPS with Battery	Nos	286						
10.	Field Switch	Nos	304						
11.	Standard Pole	Nos	493						
12.	Gantry	Nos	68						
13.	ODC	Nos	286						
14.	Racks	Nos	4						
15.	PA System	Nos	11						
16.	Wireless Controller	Nos	2						
17.	Access Switch	Nos	2						
18.	Aggregation Switch	Nos	16						
19.	Core Router	Nos	2						
20.	Internet Router	Nos	2						
21.	Core Switch	Nos	2						
22.	Firewall	Nos	2						

To be filled online only

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

Sr. No.	Item	UoM	Total Qty (A)	O&M Cost for Year 1 / unit (B)	O&M Cost for Year 2 / unit (C)	O&M Cost for Year 3 / unit (D)	Total cost (Without GST) E= A*(B+C+D)	GST % (F)	Total Amount (G = E*(F+100))%
23.	Antivirus - Desktop license	Nos	20	To be filled online only					
24.	Antimalware - Server	Nos	83						
25.	3PAR Storage	Lumpsum	1						
26.	Blade Server chasis	Lumpsum	1						
27.	Blade Server	Nos	16						
28.	SAN Switch	Nos	2						
29.	Tape Library	Lumpsum	1						
30.	Firewall Log Analyser	Lumpsum	1						
31.	Workstation with 3 LED monitor (viewing display)	Nos	10						
32.	Workstation with 3 LED monitor (viewing display)	Nos	1						
33.	Video Wall (5*3 cube of 50 inch LED)	Nos	2						
34.	Load Balancer	Nos	2						
35.	Fire Alarm, Fire Control and Fire extinguisher system	Lumpsum	1						
36.	Network Management System (NMS) with 2000 nodes	Lumpsum	1						
37.	High end Network color laser printer	Nos	1						
38.	1.5 ton Split AC	Nos	10						
39.	Traffic Enforcement System (E-challan system)	Lumpsum	1						
40.	VMS Software for 1000 cameras	Lumpsum	1						
41.	Video Analytics solution	Nos	20						
42.	Backup solution	Lumpsum	1						
43.	SFP 10 G (HPE 10G SFP+LC LR) – Product J9151A part no. 1990-3883	Nos	442						
44.	SFP 40 G (HPE X140 40G QSFP+ LC LR4) – Product – JH677A and part no. JG661A	Nos	25						
45.	Indoor CCTV Camera	Nos	4						

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

Sr. No.	Item	UoM	Total Qty (A)	O&M Cost for Year 1 / unit (B)	O&M Cost for Year 2 / unit (C)	O&M Cost for Year 3 / unit (D)	Total cost (Without GST) E= A*(B+C+D)	GST % (F)	Total Amount (G = E*(F+100))%
46.	95 inch LED TV	Nos	1						
47.	UPS - 20 KVA along with the electrical distribution system	Lumpsum	4						

Schedule B: Bill of Quantities – Manpower requirement

Sr. No.	Resource / Position	UoM	Quantity (A)	Year 1 Cost / unit (B)	Year 2 Cost / unit (C)	Year 3 Cost / unit (D)	Total cost Without GST (E = A*(B+C+D))	GST % (F)	Total Amount (G = E*(F+100))%
1.	Nodal officer/ Project Manager- Operations	Nos	1						
2.	Network Engineer	Nos	1						
3.	Storage and Backup enginzeer	Nos	1						
4.	Security Engineer	Nos	1						
5.	CCTV Expert	Nos	1						
6.	L1 support engineer (24*7*365 days availability)	Lumpsum	1						

To be filled online only

Schedule C: Bill of Quantities – Removal and Re-Installation

Please note that Bidder need to factor any other cost which may required to incur for the completion of requisite task of removal and re-installation of any component from one location to the other.

Sr. No.	Item	UoM	Qty (A)	Removal cost (B)	Re-installation cost (C)	Total cost (Without GST) D = A*(B+C)	GST (E) (In percentage)	Total Amount (F = D*(E+100))%
1.	Fix Camera	Nos	1					
2.	PTZ Camera	Nos	1					
3.	Fish Eye Camera	Nos	1					
4.	ANPR Camera	Nos	1					

To be filled online only

Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city

Sr. No.	Item	UoM	Qty (A)	Removal cost (B)	Re-installation cost (C)	Total cost (Without GST) D = A*(B+C)	GST (E) (In percentage)	Total Amount (F = D*(E+100)%
5.	Vehicle Presence (RLVD) Camera	Nos	1					
6.	LED Board (Variable Messaging Display) with pole and foundation	Nos	1					
7.	LED Board (Variable Messaging Display) without pole and foundation	Nos	1					
8.	Wi-fi Access point	Nos	1					
9.	Environmental Sensor (IOT)	Nos	1					
10.	UPS with Battery	Nos	1					
11.	Field Switch	Nos	1					
12.	Standard Pole	Nos	1					
13.	Gantry	Nos	1					
14.	ODC	Nos	1					
15.	PA System	Nos	1					

To be filled online only

Chief Executive Officer
Rajkot Smart City Development Limited

7.3.3 General instructions for Commercial Bid

- i. Bidder should provide all prices as per the prescribed format under this Annexure.
- ii. All the prices are to be entered in Indian Rupees (INR) only
- iii. Price should be inclusive of any other tax, levies, duty etc. (except GST) in B, C and D of Schedule A and B. Whereas, in a similar manner, it should be inclusive of all tax except GST in Schedule C, column B and C
- iv. Bidder to quote GST percentage in each line item.
- v. All prices should be inclusive of all required accessories/parts, re-installation charges (if required) and 3 years onsite repair comprehensive annual maintenance contract.
- vi. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- vii. Initially winning bidder shall be allotted with a work order for the Phase I quantity only and remaining shall be allotted vide a separate work order which may be due by 1st September 2024. Further, payment shall be made to the winning bidder for the actual quantity maintained on the field out of the BoQ / work order quantity. Bidder may factor these attributes in their commercial bid.
- viii. Bidder shall be paid on actual basis against removal and / or re-installation of a device as per the rate quoted under the Schedule C, upon successful completion of allied activities. Bidder need to factor any other cost which may required to incur for the completion of requisite task of removal and / or re-installation of any component.
- ix. Bidder to ensure availability of 1 L1 support resource at client location on a 24*7 basis. Bidder shall have to propose multiple resource(s) in accordance with the requirement and consequently shall be required to submit financial bid against the mentioned line item accordingly.
- x. Please note that winning bidder shall have to replace miscellaneous items such as power cable, data cable etc. during the contractual agreement duration. Bidder may factor the cost pertaining to the same in their financial bid. RSCDL shall not make any additional payment in this regard. Further, bidder shall have to use only approved material for such replacement. Winning bidder should seek necessary approval for using a particular material (OEM Make and Model) from RSCDL during the initial phase only for such miscellaneous material. RSCDL may ask bidder to provide necessary certification(s) to prove their capability during the contractual duration.
- xi. Rajkot Smart City Development Limited reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- xii. If in case during the tenure of the project, GST bracket is changed, as per the Govt. norms, corresponding effect shall be extended in the consequent billing of the successful bidder. (e.g., If the GST bracket is reduced from 18% to 12%, further pending amount shall be paid at 12% GST rate on their base rate and same applies vice versa as well). Please note that bidder shall have to submit requisite documentary evidence against the same.
- xiii. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' (limited to thirty percent of quantity described in commercial bid) for respective items including license fee, if any. The unit-rates discovered shall be valid for duration for 3 years from the date of opening of the financial bid.
- xiv. No escalations of prices will be considered under any circumstances.
- xv. The bidder shall be responsible to maintain the system for 3 with onsite repair warranty and comprehensive Annual maintenance contract.
- xvi. The bidders may visit the site and obtain additional information at their own cost and responsibility.
- xvii. Rajkot Smart City Development Limited to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on Rajkot Smart City Development Limited's discretion.
- xviii. During the payment stage, Rajkot Smart City Development Limited reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- xix. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
- xx. For the purpose of evaluation of Commercial Bids, Rajkot Smart City Development Limited shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- xxi. In case of repeat of same item in commercial bid, the least price quoted by bidder shall be considered while placing additional order.
- xxii. The Contract Price shall be firm and not subject to any alteration.
- xxiii. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
- xxiv. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any

- exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
- xxv. The rate/cost quoted for AMC and price discovery elements may be considered for additional procurement/payment in future.
- xxvi. Wherever present, the items mentioned as Lump Sum in above table will have quantity as One (1) in the BoQ, the bidder should consider the same as Lump Sum and submit the commercials.

7.4 Annexure D: Agreement Format

7.4.1 Part I: Undertaking

(The Undertaking as per following format on non-judicial stamp paper of Rs. 300/- is to be furnished by contractor when asked by Rajkot Smart City Development Limited after opening of tenders/Price bid.)

Name of Work: Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city.

Ref: Tender Notice No. -----

Respected Sir,

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

Upon asked by Rajkot Smart City Development Limited, we hereby give our consent with this undertaking to carry out and execute the works of Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city, if the same is awarded to _____ above/below the estimated rates.

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

This undertaking will remain in force up to (i.e., 36 months from the date of signing of the agreement)

Sign and Stamp of Contractor.

7.4.2 Part II: Master Service Agreement

(To be printed on Rs. 300/- Stamp Paper)

This AGREEMENT is made at _____, Rajkot, Gujarat on this ____ day of _____, _____, BETWEEN _____, hereinafter referred to as "Client", or "Rajkot Smart City Development Limited" (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, 1956/2013 or partnership firm registered under Indian Partnership Act 1932 or Proprietary Firm having its registered office at _____, hereinafter referred to as "Service Provider" or "SP" or "Vendor" or "Bidder" or "SI", (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

Whereas Rajkot Smart City Development Limited has envisaged to Selection of Bidder for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city. (Hereinafter referred to as the "Project");

And whereas Rajkot Smart City Development Limited published the RFP for Selection of Bidder for Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city;

And whereas M/s. _____ has submitted its proposal for "Selection of an Agency for Operation and Maintenance (O&M) of Eye-way project in Rajkot city";

AND whereas Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited 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:

Definitions

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

"Rajkot Smart City Development Limited" means Rajkot Smart City Development Limited / RSCDL;

"Contract" means this Agreement entered into between Rajkot Smart City Development Limited and the Bidder including all attachments and annexure thereto and all documents incorporated by reference therein;

"Bidder" means M/s. _____ interchangeably referred to as "SI / bidder / implementation agency" in the contract; and

"RFP" means the Tender Published by Rajkot Smart City Development Limited (Ref. No. _____) and the subsequent Corrigenda / Clarifications issued.

"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.

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

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:

- Scope of Services for the Service Provider (*Reference - Section 4: Scope of Work of RFP document*)
- Detail Commercial proposal of the Service Provider accepted by Rajkot Smart City Development Limited (Submitted on nProcure portal)
- Clarification & Corrigendum Documents published by Rajkot Smart City Development Limited subsequent to the RFP for this work
- RFP Document of Rajkot Smart City Development Limited for this work
- LoI issued by the Rajkot Smart City Development Limited to the successful bidder and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP
- Payment Terms
- Term of the Agreement
- The term of this agreement shall be a period of 3 years post acceptance

Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited and finalized in mutual discussion with the SI.

Payment Schedule & Milestone

The Payment Schedule & Milestone is as per the RFP and subsequent Addendum & Corrigendum released, if any.

Scope Extension

Rajkot Smart City Development Limited (RSCDL) reserves right to extend the scope of services for the price & timelines.

Use & Acquisition of Assets during the term

Service Provider shall take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the bidder exclusively in terms of the delivery of the services as per this Agreement (hereinafter the "Assets" which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI or RMC or Rajkot Smart City Development Limited) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the Rajkot Smart City Development Limited however, the Service Provider would be custodian of the same during the entire contract period and would take care of all damage, insurance, theft etc.

Maintain sufficient spare inventory at all times, for all items of importance; keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) and / or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP

Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the bidder will be followed by the Bidder & any person who will be responsible for the use of the Asset.

Take such steps as may be recommended by the manufacturer of the Assets & notified to the bidder or as may be necessary to use the Assets in a safe manner.

Provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand

holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency.

To the extent that the Assets are under the control of the bidder, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,

Provide and facilitate access to Rajkot Smart City Development Limited/RMC or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements.

Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.

Use the Assets exclusively for the purpose of providing the Services as defined in the contract.

Obtain a sign off from Rajkot Smart City Development Limited or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of all the components installed under the implementation project lies with Rajkot Smart City Development Limited (RSCDL). Bidder shall not use Rajkot Smart City Development Limited data to provide services for the benefit of any third party, as a service bureau or in any other manner. If damage to the assets is found unacceptable to the Rajkot Smart City Development Limited, then corresponding penalty/liquidated damages shall be recovered from SI from the fees payable.

Security and safety

The Service Provider will comply with the directions issued from time to time by Rajkot Smart City Development Limited and the standards related to the security and safety in so far as it applies to the provision of the Services.

Bidder shall also comply with the Rajkot Smart City Development Limited Project's information technology security and standard policies in force from time to time as applicable.

Service Provider shall use reasonable endeavors 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 Rajkot Smart City Development Limited's/ RMC's data, facilities or Confidential Information.

The Service Provider shall upon reasonable request by Rajkot Smart City Development Limited or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

Bidder and its partners / sub-contractors shall promptly report in writing to each other and Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited's/RMC's Facilities.

Indemnity

The Service Provider agrees to indemnify and hold harmless Rajkot Smart City Development Limited/RMC, 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 any misstatement or any breach of any representation or warranty made by the Bidder or

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

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

Claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

Third Party Claims

a. Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the PERFORMANCE STANDARDS.

b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

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;

The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

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; bidder hereby indemnify & hold indemnified the Rajkot Smart City Development Limited 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.

All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the

consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; 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; &

In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates; in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

Publicity

Any publicity by the bidder in which the name of Rajkot Smart City Development Limited is to be used should be done only with the explicit written permission from Rajkot Smart City Development Limited.

Warranties

- a. The Service Provider warrants and represents that:
 - It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - This Agreement is executed by a duly authorized representative of the Service Provider;
 - It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the PERFORMANCE STANDARDSS, the Service Provider warrants and represents, that: the Service Provider has full capacity and authority and all necessary approvals to enter into and perform its obligations under the PERFORMANCE STANDARDSS and to provide the Services;

The PERFORMANCE STANDARDSS have been executed by a duly authorized representative of the Service Provider;

The Service Provider is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;

The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;

Service Provider has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;

The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

Service Provider will warrant that the goods supplied under the contract are new, unused, of the most recent higher version / models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Service Provider further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

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

Subject to the fulfillment of the obligations of the Service Provider as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by Rajkot Smart City Development Limited, the Service Provider will enforce such warranties on behalf of Rajkot Smart City Development Limited

and pass on to Rajkot Smart City Development Limited, the benefit of any other remedy received in relation to such warranties.

- c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, Rajkot Smart City Development Limited will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the bidder.

Force Majeure & Vandalism

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

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

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

Notwithstanding anything to the contrary mentioned above, the decision of the Rajkot Smart City Development Limited shall be final and binding on the SI.

Resolution of Disputes

The Rajkot Smart City Development Limited 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, the Rajkot Smart City Development Limited and the SI are unable to resolve amicably such dispute, the matter will be referred to the The Administrative Officer, Rajkot Smart City Development Limited his / her opinion shall be taken.

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

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.

Limitation of Liability towards Rajkot Smart City Development Limited/ RMC

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 Rajkot Smart City Development Limited/ RMC 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 Rajkot Smart City Development Limited/ RMC 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, such liability of SI shall not exceed the contract value.

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.

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 Rajkot Smart City Development Limited/ RMC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its Team) in the course of performing Services as soon as it becomes aware of such a conflict. However, SI shall hold Rajkot Smart City Development Limited's/ RMC's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

Data Ownership

All the data created as the part of the project shall be owned by Rajkot Smart City Development Limited/ RMC. 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 Rajkot Smart City Development Limited. Rajkot Smart City Development Limited / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI Vendor to data / system security.

Intellectual Property Rights

For the customized solution developed for the project, IPR of the solution would belong exclusively to the Rajkot Smart City Development Limited/ RMC. The SI shall transfer the source code to Rajkot Smart City Development Limited/ RMC 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. Rajkot Smart City Development Limited/ RMC 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 Rajkot Smart City Development Limited/ RMC for the same.

Deliverables provided to Rajkot Smart City Development Limited/ RMC by Service Provider during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between Service Provider and Rajkot Smart City Development Limited/ RMC, immediately upon creation, vest in Rajkot Smart City Development Limited/ RMC. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited.

Fraud and Corruption

Rajkot Smart City Development Limited/ RMC requires that SI must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, Rajkot Smart City Development Limited/ RMC/ RMC Libraries defines, for the purpose of this provision, the terms set forth as follows:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Rajkot Smart City Development Limited/ RMC/ RMC libraries in contract executions.

"Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to Rajkot Smart City Development Limited/ RMC/ RMC libraries, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive Rajkot Smart City Development Limited of the

benefits of free and open competition.

“Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which is given in the contract.

“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 Rajkot Smart City Development Limited for termination of the contract and initiate black-listing of the vendor.

Exit Management

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 Rajkot Smart City Development Limited or Six months after the beginning of the exit management period, whichever is earlier.

Confidential Information, Security and Data

Service Provider will promptly on the commencement of the exit management period, supply to the Rajkot Smart City Development Limited or its nominated agencies the following:

Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Surveillance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;

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.

All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Rajkot Smart City Development Limited and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to Rajkot Smart City Development Limited/ RMC or its nominated agencies, or its Replacing Vendor (as the case may be).

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 Rajkot Smart City Development Limited/ RMC 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, Rajkot Smart City Development Limited/ RMC 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 Rajkot Smart City Development Limited/ RMC or any Replacing Vendor.

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 Rajkot Smart City Development Limited/ RMC and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the Surveillance Project.

Exit Management Plan

Successful Bidder shall provide Rajkot Smart City Development Limited/ RMC with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the PERFORMANCE STANDARDS as a whole and in relation to the Project Implementation, the Operation and Management PERFORMANCE STANDARDS and Scope of work definition.

A 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;

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;

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

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

Each Exit Management Plan shall be presented by the Successful Bidder to and approved by Rajkot Smart City Development Limited or its nominated agencies.

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.

During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.

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

Termination of Contract

Rajkot Smart City Development Limited 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 / performance parameters (PERFORMANCE STANDARDS) of the project within the time frame specified in the contract; or

If the SI fails to perform any other obligation(s) under the contract.

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

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

Consequences of Termination

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

In the event of the SI being unable to service the contract for whatever reason, Rajkot Smart City Development Limited 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.

Rajkot Smart City Development Limited 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

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 Rajkot Smart City Development Limited/ RMC 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 Rajkot Smart City Development Limited/ RMC.

Miscellaneous

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 subcontractors (whether a Party to the contract or to the PERFORMANCE STANDARDS) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the PERFORMANCE STANDARDS) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of Rajkot Smart City Development Limited/ RMC, the Service Provider and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to Rajkot Smart City Development Limited/ RMC whose data is used but also to its stakeholders. Service Provider, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in Rajkot Smart City Development Limited & its nominees receiving a right to seek injunctive relief & damages from the Service Provider.

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") &

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;

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; & 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; &

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.

The restrictions of this Article shall not apply to confidential Information that:

is or becomes generally available to the public through no breach of this Article by the Recipient; &

Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &

Is developed by the Recipient independently of any of discloser's Confidential Information; &

Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &

is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

its employees, agents & independent contractors & to any of its affiliates & their respective independent

contractors or employees; & its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.

confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.

Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the PERFORMANCE STANDARDSS, the termination or expiry of the PERFORMANCE STANDARDSS. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.

Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.

Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that Rajkot Smart City Development Limited / RMC & bidder, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.

in connection with the Services, Service Provider may from time to time undertake one or more quality assessment reviews for the purpose of improving the Project. In order for such reviews to be frank & candid, for the greatest benefit to both Rajkot Smart City Development Limited / RMC & Service Provider, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of Service Provider which is licensed to RSCDL

Board / RMC for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against Bidder related to this Agreement or the Services.

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 Rajkot Smart City Development Limited or Rajkot Smart City Development Limited or Government of Gujarat or Government of India from time to time.

Sub Contracts

Sub-contracting / out sourcing would be allowed only in case of

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 solely responsible for the work carried out by subcontracting under the contract. SI shall be the sole point of contact for the entire project throughout the project period.

Care to be taken while working at Public Place

SI should follow instructions issued by concerned Competent Authority and Rajkot Smart City Development Limited 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 Rajkot Smart City Development Limited 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.

Compliance with Labor 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 Labor Act 1970.

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.

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.

Performance Guarantee

The SI shall submit performance guarantee which is unconditional & irrevocable bank guarantee equal to an amount equivalent of 10% of the Project Value in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance bank guarantee shall be from Nationalized or Scheduled Banks except Co-operative Banks in favor of "Administrative Officer, Rajkot Smart City Development Limited". The performance guarantee shall be valid for the term agreement & 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 Rajkot Smart City Development Limited as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

Personnel/Employees

Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider or its sub-contractors, & under no circumstances will such personnel be considered as employees of Rajkot Smart City Development Limited. Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The Rajkot Smart City Development Limited shall not be responsible for the above issues concerning to personnel of Service Provider.

Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to

perform the Services, & that, such personnel have appropriate qualifications to perform the Services. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

Variations & Further Assurance

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

b. Each Party to this Agreement or the PERFORMANCE STANDARDSs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the PERFORMANCE STANDARDSs.

Severability & Waiver

if any provision of this Agreement or the PERFORMANCE STANDARDSs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the PERFORMANCE STANDARDSs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the PERFORMANCE STANDARDSs of any right, remedy or provision of this Agreement or the PERFORMANCE STANDARDSs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

Entire Agreement

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

Survivability

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

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

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 performance standardization and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Rajkot 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 Rajkot Smart City Development Limited. Rajkot

Signed, sealed and delivered

By -----

For and on behalf of the “Service Provider”,

Witnesses:

(1)

(2)

Attachments to the Agreement:

- i. Scope of Services for the Service Provider
- ii. Detail Commercial proposal of the Service Provider accepted by Rajkot Smart City Development Limited
- iii. Corrigendum Document published by Rajkot Smart City Development Limited subsequent to the RFP for this work
- iv. RFP Document of Rajkot Smart City Development Limited for this work
- v. LoI issued by the Rajkot Smart City Development Limited to the successful bidder
- vi. The successful bidder’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP
- vii. Payment Schedule and Milestones

7.4.3 Part III: Format for Performance Bank Guarantee

[On Appropriate Stamp Paper]

Bank Guarantee No. _____

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

RAJKOT SMART CITY DEVELOPMENT LIMITED, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at _____ (hereinafter referred to as RSCDL, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

- A. RSCDL has entered into a contract for providing Implementation services dated [insert date] (the **Contract**) with [insert name of System Integrator], a company/firm [incorporated/registered] under the [insert name of the relevant statute under which the System Integrator has been incorporated or registered, as the case may be], [with its [registered/principal] office at [_____]] (hereinafter referred to as the **System Integrator**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- B. In terms of the Contract, the System Integrator has agreed to provide the Operation & Maintenance Services for Eye-Way Project in Rajkot City, pursuant to the Request for Proposal dated [_____] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**).
- C. In terms of the letter of award (the LOA) dated [insert date] issued by Client to the System Integrator and **Clause I** of the Contract, the System Integrator is required to furnish to RSCDL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. [_____] [Insert amount equivalent to 10% of the Total Value of Contract] (the Guaranteed Amount) as security for the due and punctual performance or discharge of the System Integrator's obligations and liabilities under the Contract.
- D. At the request of the System Integrator and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the System Integrator of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to RSCDL the payment in full of all amounts at any time that may be due, owing or payable to RSCDL from the System Integrator for the failure of the System Integrator to duly and punctually perform all of its obligations under the Contract during the term (**Guarantee**), without any demur, reservation, protest or recourse, immediately on receipt of a demand from RSCDL.

The Guarantee is given on consideration received from the System Integrator (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by RSCDL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that RSCDL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the System Integrator or validity of demand so made by RSCDL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the System Integrator or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organization, dissolution or liquidation of the System Integrator or any change in ownership of the System Integrator or any purported assignment by the System Integrator or any other circumstance whatsoever, which might otherwise constitute a discharge or defense of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that RSCDL shall first attempt to procure the Guaranteed Amount from the System Integrator or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, RSCDL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or RSCDL:
 - a. any time or waiver granted to, or composition with, the System Integrator or any other Person;
 - b. any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the System Integrator or any other Person;
 - c. any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - d. any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;

- e. the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the System Integrator's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
 - f. Any part performance of the Contract by the System Integrator or by any failure by RSCDL to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that for any reason the System Integrator enters or threatens to enter into any proceedings in bankruptcy or re-organization or otherwise, or if, for any other reason whatsoever, the performance or payment by the System Integrator of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to RSCDL on demand.
7. So long as any amount is due from the System Integrator to RSCDL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the System Integrator, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the System Integrator or any such other Person in competition with RSCDL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for RSCDL.
8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from RSCDL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to RSCDL that:
- a. it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - b. the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - c. neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - d. no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

- e. This Guarantee will be enforceable when presented for payment to the Guarantor's branch in Rajkot at [_____].
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of RSCDL in exercising any right, power or privilege hereunder and no course of dealing between RSCDL and the Guarantor, or the System Integrator, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which RSCDL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of RSCDL to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with RSCDL to replace the invalid, illegal or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and RSCDL shall constitute a single binding agreement.
15. RSCDL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
16. All documents arising out of or in connection with this Guarantee shall be served:
- a. upon RSCDL, at [insert address]; and
 - b. upon the Guarantor, at [insert address].
17. Any demand, notice or communication would have been deemed to have been duly served:
- a. if delivered by hand, when left at the proper address of services; and
 - b. if given or made by pre-paid registered post or facsimile, when received.
18. Either party may change the above address by prior written notice to the other party.
19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Gujarat.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [insert name of Bank] Bank, by [insert name of branch] Branch by hand

Of [insert name of signatory]

It's [insert designation] and duly authorized representative

Authorized by [Power of Attorney dated [insert date]] OR [Board resolution dated [insert date]].