



**UJJAIN SMART CITY LIMITED, UJJAIN**

**REQUEST FOR PROPOSAL**

**for**

**Selection of Consulting Agency to Design, Develop, Implement and Maintain Various Mobile  
Application & Corresponding Websites for the City of Ujjain**

NIT No. 33

RFP Publication Date: 26-December-2017

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## NOTICE INVITING TENDER

NIT No: USCL/ 33  
2017

Date: 26-December-

Ujjain Smart City Limited invites proposals from reputed organization to “Design, Develop, Implement and Maintain Various Mobile Applications for the City of Ujjain”. Interested firms may submit their proposals on e-procurement portal i.e. [www.mpeproc.gov.in](http://www.mpeproc.gov.in) as per below mentioned details:

1.	Tender document Fee	Rs.5,000 (Rupees Five Thousand Only) non-refundable (through Online e-Tendering Payment Gateway only)
2.	Earnest Money Deposit	Earnest Money Deposit of Rs. 5,00,000 (Rupees Five Lacsonly) (through online only)
3.	Last date to send in requests for clarifications on the Tender	Pre-Bid Queries shall be sent to <a href="mailto:ujjainsmartcity@gmail.com">ujjainsmartcity@gmail.com</a> as per format attached in <i>this RFP</i> before the pre-bid meeting date.
4.	Time, Date and Venue for Pre- Bid Conference	03:00 PM, 05-January-2018  Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
5.	Last date for Purchase of Tender	24-Jan-2018 up to 17:00
6.	Bid (Technical and Commercial) Submission End Date (Online)	24-Jan-2018 upto 17:30
7.	Technical Bid Submission End Date (Physical)	25-Jan-2018 upto 17:30
8.	Technical bids opening time, date and Venue	25-Jan-2018 after 17:30 PM  Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
9.	Declaration of short-list of bidders for commercial bid	To Be Declared Later
10.	Opening of commercial bid	To Be Declared Later.

**Executive Director**  
**Ujjain Smart City Limited**

## **Disclaimer**

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the USCL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the USCL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the USCL in relation to the service contract. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the USCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The USCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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.

The USCL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The USCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the USCL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Service Contract and the USCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## **1 Project Overview**

### **1.1 Background**

Ujjain city has been selected in round-2 of smart cities challenge to implement the Smart Cities Mission (SCM). Ujjain Smart City Proposal (SCP) has secured third rank in second round cities. The area based development (ABD) proposal spreads across a total area of 1023 acres in Mahakal region, having a population of 87,766 which is almost 17% of the total population of Ujjain city. An area of about 756.7 acres is proposed to be retrofitted with smart features/infrastructure and 266.25 acres is proposed to be redeveloped with zonal/layout/building level smart features/infrastructure in accordance with SCP and SCM guidelines.

The pan-city proposal includes Ujjain City Management & Information Dissemination (UMID) System. UMID is a comprehensive ICT (Information Communication Technology) based system, which will incorporate smart and efficient management modules for traffic, waste, safety & security in initial phase. It will integrate existing deployed ICT modules & will aggregates all future ICT-enabled interventions to be implemented in a phased manner.

As per the SCP, the estimated project cost for smart city projects is about Rs. 2318.1 crores (could be more or less during planning, design and implementation phase). The estimated project cost of ABD component and pan-city component is about Rs. 1868.9 crores and Rs 307.2 crores respectively; Rs 142 Cr for A&OE (Administrative and Office Expense) and Interest during construction period.

For the purpose of implementing the Smart Cities project, Ujjain Smart City Limited (USCL) (the “Authority”), a Special Purpose Vehicle (SPV) for Ujjain Smart City Project has been incorporated as a company under the Companies Act, 2013. USCL would receive funds from Government of India and Government of Madhya Pradesh (GoMP) for the development of Ujjain as smart city. USCL intends to apply part of this fund for the said services contract.

### **1.2 Project Overview**

This project aims at providing innovative citizen services through the use of modern day technologies including websites and mobile apps for better public service.

## 2 Instruction to Bidders

### 2.1 General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider must form their own Conclusions about the services. Service Provider and recipients of this Tender May wish to consult their own legal advisers in relation to this RFP
- All information supplied by Service Provider may be treated as contractually binding on the Service Provider, on successful award of the assignment by the USCL on the basis of this Tender.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the USCL. Any notification of preferred bidder status by the USCL shall not give rise to any enforceable rights by the Service Provider. The USCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the USCL.
- This RFP supersedes and replaces any previous public documentation & Communications, and Service Provider should place no reliance on such communications.
- USCL reserves the right to revise the timelines for submission of bid or issue any clarification/corrigendum as deemed necessary
- Service Provider is required to adhere to the conditions mentioned in RFP.
- USCL encourages Start-ups who are willing to setup their foot in Ujjain to participate in this Tender. The definition of start-ups shall be those which
  - (1) Are recognized as Start-ups by Department of Industrial Policy and Promotion, Government of India and have a valid registration with it. It must be possible to verify the registration of the start-up on the website <https://www.startupindia.gov.in/startup-recognition.php>, unless the registration is recent, in which case a valid copy of the certificate must be submitted, OR
  - (2) A legal entity duly registered after 01-January-2017 and majorly in the business of developing Internet / Mobile applications, which has applied for registration as a Start-up with the Department of Industrial Policy and Promotion. A copy of the application submitted is required to be attached. The reference number provided should be verifiable at [https://www.startupindia.gov.in/application\\_status.php](https://www.startupindia.gov.in/application_status.php)
- The intellectual property for any works developed, including but not limited to Design, Drawings, Software, Work methods, etc. developed as a result of this contract shall be the property of the USCL.

### 2.2 Compliant Tenders / Completeness of Response

Service Providers are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the Tender documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Service Provider must:

- Comply with all requirements as set out within this Tender.
- Include all supporting documentations specified in this Tender
- Key Requirement of the Bid



### **2.3 Right to Terminate the Process**

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

This Tender does not constitute an offer by USCL. The bidder's participation in this process may result in USCL selecting the bidder to engage towards execution of the contract.

### **2.4 Tender Fees**

Tender documents can be downloaded from website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). However, the Tender document of only those bidder shall be acceptable who have made online payment for the Tender documents fee + processing fee as applicable (both non-refundable) to be paid online through the eProcurement portal (website [www.mpeproc.gov.in](http://www.mpeproc.gov.in)), without which bids will not be accepted.

Service and gateway charges shall be borne by the bidders.

### **2.5 Earnest Money Deposit (EMD)**

EMD of requisite amount needs to be submitted by the Service Provider in the form of online payment through e-procurement portal using credit/debit cards, NeFT/RTGS or through a Bank Guarantee in the format provided.

EMD of all unsuccessful Service Provider would be refunded by USCL within 60 Days of signing of contract with the successful bidder.

EMD amount is interest free and will be refunded to the unsuccessful bidders without any accrued interest on it.

The EMD may be forfeited:

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the bidder fails to sign the contract in accordance with this Tender.

**Start-ups are exempted from submission of EMD.**

### **2.6 Bid & Correspondence Submission**

The bidders are expected to submit their offers in two parts namely, "Technical Bid" and "Commercial Bid" through online submission only and in the format given in this document.

In order to obtain any first-hand information on the proposed project and the local conditions, Bidders are encouraged to study the ground conditions present and make themselves aware of any situations related to the project.

### **2.7 Pre Bid Meeting**

USCL shall hold a Pre-Bid Meeting (PBM) scheduled as per *NIT* of this RFP. In this meeting, USCL would address the clarifications sought by the prospective bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to USCL by e-mail on or before schedule specified in as per *NIT* of this RFP.

Bidders who have downloaded the RFP document are invited to attend the PBM even they do not have any specific queries. These bidders would be required to register for the PBM at USCL.

The minutes of the PBM will be posted at the website. No extension to any deadline referred to in this document will be granted on the basis or grounds that USCL should respond to any queries to provide any clarification.

The clarification offered at the Pre-Bid meeting will be recorded and the corrigendum/addendum issued will form part of the Tender document. Prospective Bidders alone will be allowed for the meeting along with the authorization letter / e-mail from their organization.

Pre-Bid Queries – Tender No – Tender Name:					
Bidder Name (Organization) and Address			Mobile No.		
Representative Name			e-mail ID		
S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested
1.					
2.					

The queries should also be submitted in an Excel / CSV file with one row containing exactly one query / suggestion complete in all respects, to the e-mail address provided. Bidders are requested to ensure that no sensitive information is transmitted to the Authority through the pre-bid queries and that the Authority may publish any or all of the queries received, in whichever format they may be,

The queries not adhering to the above mentioned format shall not be responded to. USCL will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in *NIT* of this RFP. Bidders are requested not to communicate any sensitive information in the pre-bid queries as copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Tender Documents and will be uploaded in the website.

## 2.8 Proposal Preparation Costs

The Service Provider shall be responsible for all costs incurred in connection with participation in the Tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ process, and in negotiating a definitive contract or all such activities related to the bid process. USCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 2.9 Language

The Proposal should be filled by the Service Provider in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

## 2.10 Evaluation Process

USCL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the USCL shall evaluate the responses to the Tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Proposal Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in his Tender.

### 2.11 Pre-Qualification Evaluation Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the Tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the USCL for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document else the bids shall be summarily rejected.

The invitation to bid is open to all bidders who qualify the eligibility / pre-qualification criteria as given below:

#	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The Bidder(s) should be "entity / entities" registered under an appropriate act of parliament or laws of state legislature in India.	A valid copy of "Certificate of Registration" from Government Authorities including "name change certificate" (if any).
2.	GST Registration	All members of the Bidder(s) should hold valid GST Registration	Copy of the GST Registration Certificate.
3.	Turnover	The Bidder should have average annual Turnover of $\square$ 3 Crore for last 3 audited financial years.  The turnover shall be from Information Technology / Information Systems and related fields only.  Start-ups are exempted from fulfilment of this condition.	Certificate from the Statutory Auditor / Chartered Accountant.
4.	Certification	The Bidder should be an ISO 9001:2008 or later certified IT company.  Start-ups are exempted from fulfilment of this condition.	Copy of a Valid Certificate should be submitted
5.	Experience	The Bidder must have experience in developing at least TWO Mobile Apps (of which at least one on iOS platform and one on Android platform) for Government / Semi-Government / PSU's or Reputed Private Sector Clients during the last three years.  Such mobile applications should be database linked mobile applications.  Each of the contracts should be for at least Rs. 5 Lacs.  Start-ups are exempted from fulfilment of the contract value of Rs. 5 Lacs under this condition, but are required to showcase two Mobile Apps (of which at least one on iOS platform and one on Android platform) for Government / Semi-Government / PSU's or Reputed Private Sector Clients during the last three years.	Copy of Contract / Work Order / Completion Certificate / Client Certificate, etc.

#	Basic Requirement	Specific Requirements	Documents Required
6.	Blacklisting	The Bidders should not have been blacklisted by Central/State Government/PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Undertaking by the authorized signatory.

Bidders are requested to ascertain that they meet ALL OF THE PRE-QUALIFICATION CRITERIA and submit necessary proofs regarding the same.

### 2.12 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

### 2.13 Non Responsive Proposal

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, If Proposals;

- Are not submitted in as specified in the Tender document.
- Received without the Letter of Authorization (Power of Attorney).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.
- Submitted without the documents requested in the checklist.
- Have non-compliance of any of the clauses stipulated in the Tender.
- With lesser validity period.

All responsive Bids will be considered for further processing as below-

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this Tender document. The decision of the Committee will be final in this regard.

### 2.14 Modification and withdrawal of Bids

The Service Provider is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the USCL.

Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

### 2.15 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Service Provider shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the Service Provider shall design a form to hold the required information.

USCL shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

### 2.16 Opening of Proposal

An online opening of the Proposals will be conducted as followed. The procedure for online opening of Technical Proposals can be seen at [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

Sequence of online Bid is as follows:

- EMD and Document Fees
- Pre-Qualification
- Technical
- Commercial
- Deciding Award of Contract

The USCL reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Service Provider on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Service Provider shall furnish the required information to USCL and its appointed representative on the date asked for, at no cost to the USCL. The USCL may at its discretion, visit the office of the Service Provider any-time before the signing of Agreement.

USCL shall inform those Service Provider whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals shall not be opened. USCL shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals online.

USCL shall inform those Service Providers whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the issue of LoA by USCL.

After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with USCL.

#### **2.17 Execution of Agreement**

After acknowledgement of the LoA by the selected Service Provider, a performance security of 10% of minimum contract value has to be deposited in the form of Bank Guarantee / Demand Draft / Banker's Cheque / Fixed deposit of any nationalized / Scheduled bank in the name of The Executive Director, USCL, till the completion of the project and shall sign the Agreement with in Twenty one days from the issue of LoA.

#### **2.18 Duration of Contract**

The duration of the contract awarded through this Tender document shall be 3 years 4 months (Three Years Four Months) from data of signing of the agreement. There are two phases of this contract – 1<sup>st</sup> Phase for Go Live in which complete establishment is to be done, and then 2<sup>nd</sup> phase for 3 years for regular operations, after successful Go Live.

#### **2.19 Local Conditions**

Each Service Provider is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

The Service Provider is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The USCL shall not entertain any request for clarification from the Bidder regarding such local conditions.

It is the Service Provider's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the USCL. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the USCL on account of failure of the Bidder to know the local laws / conditions.

#### **2.20 Proprietary Data**

All documents, reports and other information provided by USCL or submitted by the Service Provider to USCL shall remain or become the property of the USCL. The Service Provider, as the case may be, are to treat all information as strictly confidential. USCL will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service Provider to USCL in relation to the project shall be the property of USCL.

However, the Service Provider shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. The Service Provider shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Service Provider do not use or disclose USCL confidential or pre-existing proprietary information.

## 2.21 Evaluation Procedure and Criteria

The USCL will examine the bids in three phases.

### a. Evaluation of Bid Qualification

USCL will carry out evaluation of the Eligibility Criteria and confirm through the documents submitted whether the bidder meets the Eligibility Criteria or not. On successful qualification, the bidder will become eligible for being considered for further evaluation.

### b. Technical Evaluation of Bids

The Technical capability of the bidder will be evaluated as per the criteria mentioned below to determine the technical score of the Bidder:

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
1	RELEVANT PAST EXPERIENCE		25	
1.1	The Bidder should be a CMM Level 3 or higher certified IT company.	It must be possible to verify the CMM certificate online at <a href="https://sas.cmmiinstitute.com/pars/pars.aspx">https://sas.cmmiinstitute.com/pars/pars.aspx</a> and the certificate should be valid during the bid submission date.  Start-ups are exempted from this condition and shall be awarded 5 marks.	5	Copy of a Valid Certificate should be submitted
1.2	Number of projects (individual contracts) for development Mobile Apps (at least one each in Android and iOS)  Such project should have been performed during the last five years.	Each submitted project would be awarded 2 mark, subject to a maximum of 10 marks	10	Copy of contract / Work Order / Completion Certificate / Client certificate highlighting the scope of the work.
1.3	Number of projects (individual contracts) for development Mobile Apps (at least one each in Android and iOS) performed for Government / Semi-Government / PSU / Local Bodies in India	Each submitted project would be awarded 2 mark, subject to a maximum of 10 marks  Start-ups are exempted from this criteria and shall be awarded 10 marks.	10	Copy of contract / Work Order / Completion Certificate / Client certificate highlighting the scope of the work.

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
	Such project should have been performed during the last five years.			
2	APPROACH & METHODOLOGY		15	
2.1	Detailed Approach		3	
2.2	Approach towards User Interface and User Experience		3	
2.3	Work Plan		1	
2.4	Training Plan (availability of new training methods, etc.)		1	
2.5	Innovative ideas in project execution		2	
3	PAST EXPERIENCE AND PRESENTATION		40	
3.1 thru 3.5	Four (4) Projects and their write-up submitted, along with a presentation, if required by the Client.	<ul style="list-style-type: none"> <li>10 Marks each for each Project</li> <li>At least one project should be in Android Platform and one project should be in iOS platform</li> </ul> <p>USCL at its liberty may call the Bidders for a presentation and the marks for the Technical Proposal may be decided based on the presentation.</p>	40	Portfolio for each project consisting of: <ol style="list-style-type: none"> <li>Project Citation</li> <li>Copy of contract / Work Order / Completion Certificate / Client certificate highlighting the scope of the work.</li> <li>Downloadable Links to the Mobile Application.</li> <li>Screenshots of Mobile Application and corresponding web application</li> <li>Training Manual and other Documentation</li> <li>Any other relevant documentation</li> </ol>
4	PROPOSED PERSONNEL		25	
4.1	Project Manager	Comparative evaluation amongst the bidders, with approximately 30% marks for Qualifications (including certifications), 10% marks for total experience, 60% marks for relevant experience	7	CV's of the personnel.
4.2	Business Analyst and Requirements Expert		7	
4.3	UI / UX Specialist		4	
4.4	Content Creator / Manager		4	

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
4.5	Support Specialist		3	
<b>Total Marks</b>			<b>100</b>	

The Client may choose to invite the Bidders for a Presentation and Discussion wherein the marks for the Technical Proposal may be finalized. The presentation, if called for, should be done by the proposed team whose CV's have been submitted. The Client is also at liberty to provide the marks for the Technical Proposal based on the documents submitted alone.

The bidders should score minimum 75% marks in the technical evaluation to qualify for opening of Commercial Bids. USCL's evaluation in this regard shall be final and binding on the Bidder. USCL may at its sole discretion, waive any minor or nonconformity or irregularity in a Bid document, which does not constitute a material deviation provided such a waiver does not prejudice or affect the relative ranking of any bidder.

#### **c. Evaluation of Commercial Bids**

In determining the evaluated price, the following factors shall be considered, namely:-

- The quoted price shall be corrected for arithmetical errors;
- In case of discrepancy between the prices quoted in words and in figures, the price mentioned in words will be considered;
- Adjustments to the price quoted shall be made for deviations in the commercial conditions such as the delivery schedules and minor variations in the payment terms which are quantifiable but deemed to be non-material in the context of the particular Bid;
- The evaluation shall include all central duties such as customs duty and central excise duty inclusive of local levies as a part of the price.
- GST is not required to be quoted and shall be paid additional at the applicable rates.

#### **d. Overall Selection of Bidder**

The Bidder quoting the Least Cost (L1) shall be deemed to be the successful Bidder.



### 3 Scope of Work

The overall scope of work consists of implementing the mobile applications and corresponding websites with complete functionality and maintaining them for a period of three years.

#### 3.1 Mobile Apps to be developed

##### 3.1.1 Ujjain Tourism App

In order to provide ease of access to various Travel related utilities and address concerns of large number of tourists, the application must provide following basic features:

1. *Welcome/Introduction to the City*
  - a. *Interactive Introduction to the city, its demographics, geography, history and administration.*
2. *Ujjain – Holy City Attractions*
  - a. *Places of Historical Importance and Tourist Attractions highlighting the relevance of the place.*
  - b. *Details of places should be in form of pre-recorded audio/audio-video as well as text*
3. *How to Reach*
  - a. *Basic route planning like capturing current GPS coordinates of the user/ manual Source entry and propose available modes of travel along with time & distance to be travelled.*
  - b. *Accessibility & travel option for Bus/Train/Flight/Cab should be suggested with basic pricing, time, distance data.*
4. *Travel Bookings*
  - a. *Able to make Travel bookings through this application on basis of their preferred mode of travel – Air/Rail/Road.*
5. *Third Party Reservation sites API may be consumed for the purpose.*
  - a. *Facilitate local commute bookings like group tourist bus or personal cabs.*
  - b. *Links to other Travel Management websites*
  - c. *Linked with multiple Reservation vendors. Upon making a search on mobile app, a comparative chart displaying Fare details from different Reservation sites is displayed. User selects one of the option and selected vendor shall be able to carry out further bookings.*
6. *Hotel /Accommodation*
  - a. *Browse rooms for selected time period in various categories like Hotel, Resorts, Lodge, Home stays etc.*
  - b. *Filtering on basis of Cost, Stars, in- house hotel facilities etc. should be facilitated in the app.*
  - c. *Third Party Reservation sites API may be consumed for the purpose of Accommodation booking.*
7. *Tourist Packages*
  - a. *Module should offer user with a pre-defined set of Travel and Hotel expenses with certain feature inclusions in the itinerary for fixed number of days.*
  - b. *Third Party Reservation sites API may be consumed for the purpose of Accommodation & Travel booking.*
7. *Customize Travel Itinerary*
  - c. *Design trip with options open for travel & hotel and other features Users may wish to opt*
  - d. *Customization should enable users refining options on basis of Price, number of days, no of travellers etc.*
  - e. *Third Party Reservation sites API may be consumed for the purpose of Accommodation & Travel booking.*
8. *Link to Madhya Pradesh Tourism and other Tourism Portals and websites*
  - a. *This section should dedicatedly cater to information on Hotels, Resorts, Food Joints, Fun Activities, Adventure Sports and other tourist attractions being managed or executed in MP*

*Tourism department's undertaking.*

9. *Adventure Sports / Other activities*
  - a. *Explore various Fun activities like Adventure Sports, Daily Local events etc.*
  - b. *Make bookings for the event/service per interest.*
  - c. *Admin/Vendor should have ability to add activities or events from Master utility and publish on app post Approval / validation workflow.*
10. *Promo Codes & Discounts:*
  - a. *Avail Discounts offered by vendors on their bookings via Promotional Codes.*
  - b. *Vendors must be able to enter various discounts offered by them on bookings by introducing Promotional Codes.*
11. *Collaboration Services*
  - a. *Citizen must be able to provide their Review and Ratings on services availed*
  - b. *Chat with other Travellers and seek feedback from them.*
  - c. *Avail online live chat support from Customer Care.*
12. *Forums*
  - a. *Allow logged in / anonymous visitors to submit topics for discussion and communicate with each other using publicly visible messages.*
  - b. *Suggest Improvements in facilities, submit ideas for better experience etc.*
13. *Ujjain's Virtual Tour*
  - a. *The feature shall provide user a real time experience of travelling the sites while in the comfort of home/hotel/transmit. This module would be encompassing a variety of Tours segregated on basis of destination, place category or proximity.*
  - b. *The tour could be in the form of Image Gallery, collages, textual details.*
  - c. *Audio/Video Tour of selected destination should be available.*
  - d. *Panoramic View Videos of Tourist places / City.*
14. *Virtual Tourist Guides*
  - a. *Pre-Recorded Audio//Video content to enable self-paced guide experience.*
15. *Marketplace*
  - a. *Application must provide a module wherein a list of Government accredited vendors / local shops specializing in selling souvenirs or other tourist relevant merchandize items is listed out.*
  - b. *Get Directions ability for each shop/store should be available.*
  - c. *In order to add a new Shop as marketplace in the app, an Approval workflow should be deployed from Admin end. Submitted entries post verification should be added.*
16. *Book Utilities for Specially Challenged*
  - a. *Ability to Book Wheelchair / other aids meant to service physically challenged or Specially abled tourists*
17. *Intuitive Planning*
  - a. *This feature should come at handy in the application such that user's current coordinates are auto captured and a manual intuitive destination entry is made.*
  - b. *Suggest the available and optimum routes. Not limiting to directions, an approximate fair cost and best mode of commute to destination should also be advised.*
  - c. *Facilities like suggesting Cabs near you or Bus Stops near you should be provided.*
18. *Simhastha Special*
  - a. *This section should act as a one-stop for all the questions Travellers need answers to pertaining to Festivals / Events at Ujjain.*
  - b. *This should showcase the daily details of various religious practices observed as part of Simhastha for all 14 days of Simhastha.*
  - c. *Details on revised city routes, bus services, special trains.*
  - d. *New hotels and Special Camping accommodations at Kshipra shores*
  - e. *Details of disaster management, public convenience centres etc.*
19. *Advanced Search*

- a. *Ability to perform free text search*
  - b. *Ability to perform search in a specific category like Hotel, Restaurants, Gift Shop, Mall, Theatre, Cinema hall, etc.*
20. *Promotional Content / Advertisement*
- a. *Scope for Featured Advertisements display or Promotional Content from Government / Private sector*
21. *Hotel Booking*
- a. *Able to browse rooms for selected time period in various categories like Hotel, Resorts, Lodge, Home stays etc.*
  - b. *filtering on basis of Cost, Stars, in- house hotel facilities etc. should be facilitated in the app*
  - c. *add new hotels in the system with all details*
  - d. *End user / entrepreneurs must have a medium in the application via which they could enter their respective hotel details and request to publish the data on app*
  - e. *User / entrepreneurs must have a medium in the application via which they could manage their hotel data such as room availability, services offered, withdraw entry, edit other data etc.*
  - f. *Manage their booking details such as increase/decrease number of occupants, cancel booking etc.*
22. *Web Based Portal Support*
- a. *User must have a web application version of the Tourism app that facilitates all of the above features*
  - b. *The tasks to be performed for Content management should be supported by the web application.*
  - c. *Content creation, maintenance, upload etc. should be facilitated by the web application leveraging various means such as manual entry, template based upload, automated approval workflow etc.*
23. *Other relevant sections required for the app.*

Content as available and prepared shall be updated in the system.

### 3.1.2 Park Me Portal/Mobile Application

#### 1) Citizen Centric Mobile Application: Park-Me

To provide efficient and open Parking services powered with real time information about availability of GPS powered parking slots, acceptance of payment through various modes like cash, Common City Payment Card, e-wallet, Debit/Credit card, etc. and billing information. Provides for lookup of 2 & 4 wheeler.

#### 2) Parking Management System

A well-managed Parking system to direct drivers to available parking lots through mobile app. Provide necessary support the regular live update of availability of parking slots for 2 & 4 wheeler Vehicles. Also broadcasting its availability through Citizen Centric Mobile Application.

##### 3.1.2.1 CITIZEN CENTRIC APPLICATION

- a. *Add Parking Slots, Parking Attendants / Operators, etc.*
- b. *historic data of the use of the parking facility*
- c. *The mobile app should allow citizens to check availability of parking slots on their smart phones before setting out.*
- d. *At exit, user should be able to pay for the Parking to the Attendant via Cash, Card, Paytm, e-wallet etc.*
- e. *The driver should get full details of the parking options available including prices, out of*

*working hour's times and restrictions if any.*

- f. The end-user should be able to book parking spaces through web-based portal as well as through a mobile app.*
- g. The mobile app should be intelligent to guide the drivers to the best available spaces with clear driving directions. The smart parking solution should provide real time location based view to citizens about proximity of parking lots and availability of parking lots*

### 3.1.2.2 PARKING MANAGEMENT SYSTEM

- a. Parking Operators to manually update availability of slots available for 2 and 4 wheeler parking space*
- b. Identify when parking space is full on basis of operator led availability update.*
- c. Accept payments by online payment mechanism.*
- d. Data such as Occupancy Rate, Peak Occupancy, Daily, Weekly and Monthly collections, etc. must be made available through MIS reports.*
- e. There should be a provision to increase or decrease the number of parking spaces that can be reserved online through web client or mobile App, and same must reflect on web clients or mobile apps.*
- f. System must be extensible to allow addition of new Parking Locations and new slots at existing locations*
- g. Reference all the parking lots*
- h. real time revision of parking fees and should enable real time communication of rules*
- i. generation of parking receipts and tickets*
- j. Mode of Payment should have automaton support, that is, at entry and exit, operator should ask for the QR/Bar code and calculate price as per In/Out timings and auto deduct the amount from linked e-wallet services.*

There are currently eight public parking spots in the city which are likely to increase in the future. Basic details of each parking spot, including the location is required to be entered by the System Integrator and hand-holding of the personnel of eight parking attendants are required to be performed.

### 3.1.3 Vehicle Emergency Assistance App

- 1. Allow various types of emergency shops and persons to register themselves (including puncture repair shops, tyre shops, service centres, etc.)*
- 2. Allow citizens to track location and contact the emergency vehicle repair shops.*
- 3. Locate available Towing services and view their Contact Details, services provided etc.*
- 4. Assisting users to locate available Car / Bike Workshops/Service Centres and view their Contact Details, services provided etc.*
- 5. Locate nearest available Police Station/Fire Stations, Dial 100/ 108 emergency vehicle and view their Contact Details, services provided etc.*
- 6. Locate nearest available Hospitals and view their Contact Details, services provided etc. User must be able to opt calling them directly from the app.*
- 7. Report incident on behalf of other driver/traveller*
- 8. A backend application should be implemented which should keep track of all available requests logged by citizens*
- 9. Maintaining a Dashboard which displays all incidents reported on basis of location of reporting, resolution status, incident category*

### 3.1.4 Medical facility Lookup

- 1. Search for Hospitals / Clinics / Medical shops on basis of specific location, specialization.*

2. *Display results as per entered search criteria. Results displayed must show the Address, Contact Details, and Driving Directions, whether Government/Private, details on cost of OPD visit, Cost for other Tests such as X-Ray, Sonography, Pathology tests etc. at selected hospital/clinic/other healthcare facility.*
3. *Apply various relevant filters in order to refine their search.*
4. *Capability to send selected Hospital/clinic/healthcare facility details as SMS or Email to any user in Contact book or to self*
5. *Access details of a specific Healthcare Centres which should contain details of Doctors, Facilities offered, OPD Timings, Emergency Unit, call Ambulance feature etc.*
6. *Facility of searching Doctors as per the Specialization, area proximity etc.*
7. *View specific Doctor's Details such as OPD Timings, Clinic Address, Visiting Hospitals list & Visiting hours, qualifications, OPD Fees etc.*
8. *Review / Rate the Doctors, Hospitals, Clinics and Other facility services on certain defined parameters and post comments on their experience.*
9. *Back end feature of Data auditing wherein the user posted comments could be verified for standards and modified or deleted as per the need*
10. *Provide a platform for Doctors, Hospitals, and other Healthcare providers to submit their data for display on the application. The data must contain appropriate citations which validate the authenticity of information.*
11. *New applications of Healthcare service providers must be screened by Admin and once authenticated, are published for display on the application*
12. *Eliciting initial set of data for Hospitals, Clinics, Doctors and facilities which shall be displayed on site pre go-live. (SI to perform the said activity)*
13. *Verify the Application registration requests (SI to perform the said activity) of new Hospitals, Clinics, medical practitioners etc. prior to start showing their data on the application*

### 3.1.5 Ujjain School App

1. *View / Search / Add / Modify School and School Basic Details*
  - a. *Staff Members Details and Profile*
  - b. *Infrastructure*
  - c. *Classes Available*
  - d. *Address and Communication Details*
  - e. *Search for Schools on basis of specific location, Level (Central, State, Privately held), Board etc.*
2. *Based on location of the user, search for nearby schools automatically and display results.*
3. *Each school's data must contain and display the Address, Contact Details, and Driving Directions, whether Central or State Government/Private hold, Timings, School Administration, Principal, Teaching Staff and respective qualifications, Total Classes and sections, Schedule of Parent-Teacher's meet, Board of Honour which displays winners of various competitions, planned events like Annual Functions, Inspections, inter-school competition, Other Tech Fests etc.*
4. *Capability to enable users (Parents) to set auto-reminders for upcoming events/PTM of a selected school (School to add the events)*
5. *Access details of a specific School's Teacher's list and the qualification, class wise subjects taught, class wise subject pass rate etc.*
6. *Access details of a specific class's syllabus and ability to filter out on basis of subjects.*
7. *School Calendar and Events including Holidays (Centre, State and School specific).*

### 3.1.6 Contact Us / Directory Services

1. *Provide contact information for elected representatives / government officials / important personnel in the city of Ujjain(SI to perform the said activity of data elicitation and get verified for correctness from concerned bodies )*

2. *Contact Directory should be in line with standard contact application as those of Google Contacts / Microsoft Outlook Contacts / Apple Contacts, etc.*
3. *Provision to store multiple phone numbers, e-mail ids, web links, addresses, etc.*
4. *Allow user to export one contact at a time*
5. *Contacts to have provision for photographs of the person*
6. *Updating – Allow individual official to update his / her contact*
7. *Updating – Allow the admin to update / upload contacts (single / Bulk) using Excel Spreadsheet, etc.*
8. *Allow grouping of contacts into multiple groups (Department wise, Emergency Management, Hospitals, Doctors, Firemen, Gardening, Schools, Parking Spots, Sanitation, Water Supply, etc.*
9. *Allow appropriate users / admin to send messages (SMS) to contacts (single or bulk SMS).*
10. *Allow appropriate users / admin to send messages (emails) to contacts (single or bulk emails).*

### 3.1.7 Citizen Grievances / Suggestion Application and Portal

The primary use of this application shall be to encourage citizens to share their grievances and suggestions and track them to closure. It is anticipated that a modern IT based Help-Desk system shall be the backbone of this solution. Some of the functional requirements include:

1. *Have various types of users including citizens, departments and admins amongst other required. System should also allow for anonymous grievances and suggestions.*
2. *Use mobile features as location, photographs and text to capture the grievance.*
3. *Provide for escalation of grievance / suggestions, etc.*
4. *Perform a complete life-cycle management for each grievance/ suggestion received.*
5. *Key details of grievance is required to be recorded including location, type of grievance / suggestion, and other required details.*
6. *Provision to create unlimited numbers of departments etc. that the grievance can be routed to, including key contact points of each grievance.*
7. *Have notification and alerts.*
8. *Provide feature to upload photographs, video, audio and other multi-media content.*
9. *Provide for appropriate escalation of grievances / suggestions.*
10. *Integrated with other grievance redressal management systems including Ujjain Municipal Corporation Help-Desk, and other government helpdesks available. These may be discovered during the design phase.*
11. *Provide for MIS and Dashboards pertaining to grievances.*

### 3.1.8 Content Management System and other Integration Requirements

Ujjain Smart City is developing a content management system and website through another agency and it is thus a requirement for the current vendor to review the same and ensure that the website and applications developed are integrated into the currently tendered and under-implementation products. Some of the examples include:

1. Implementation, Management and Maintenance of Smart Classrooms in City of Ujjain (NIT No. 15)
2. Selection of System Integrator to Design, Implement, Operate and Maintain Smart Solutions for Public Buses and Municipal Vehicles in Ujjain (NIT No. 16)
3. Appointment of Public Relations Agency for branding Ujjain City (NIT No. 19).
4. Other software and Mobile apps as may be developed from time to time.

## 3.2 Generic Requirements regarding the Applications to be developed

### 3.2.1 User Management

**Each of the Mobile Applications and Website must be Access controlled with defined set of roles:**



- a. Administrator
- b. End User
- c. Helpdesk/Maintenance Staff
- d. Content Management Executives etc.
- e. Content Provides (ex. Hotels, Shops, Departments, etc.) who can update the content.
- f. Other Users as required

User Management should define the user with the defined set of activities that are intended to be performed by them. For instance,

1. *Administrator shall have complete access to application*
2. *End User shall be able to access only basic app utilities like search UMC Data, log incidents, view categorical logged Incidents location wise on a map etc., raise grievance, link picture/video, GPS data to incident and track its progress.*
3. *Help Desk/Maintenance Staff shall look after overall technical & content monitoring, grievance redressal pertaining UMC or the application etc.*
4. *A detailed matrix for User level access privileges per feature is required to be laid down by the SI as a part of detailed System Requirement Specification document and approved by the client.*
5. *Be able to perform User Management and Housekeeping via internet / intranet accessible web-site*
6. *Should be able to define areas of access for various user levels and also set them as active/inactive.*
7. *Allow creating and managing various departments as a life-cycle approach.*
8. *Allow creating and managing users (individuals and departments) as a life-cycle approach.*
9. *Automatic allocation of work-items to the employees based on FIFO mechanism*
10. *The role and authorization should be defined in the system.*
11. *Designate dedicated Content Creation/Management/Review /Incident Management/Delegation operations.*
12. *Availability and status of employees in the system (e.g. work-items shall not be routed to employees who are on leave or whose ids are temporarily or permanently deactivated)*
13. *Shall allow to define the workflow for each type of request/ Services.*

### 3.2.2 Content Moderation

It is required that all content before being shown in public facing systems, be moderated and reviewed. All logs should be maintained about the users and timestamps where changes have been made.

### 3.2.3 Working Hours Help Desk Service assistance

1. *The team should share the reports on regular basis to USCL & other concerned departments.*
2. *The help desk service is required to be set up by the SI to support all incoming calls received by users of Vehicle Assistance app.*
3. *SI need to constitute a Help Desk team who should be trained to handle the calls and are well versed with the application intent and propose solution to callers.*
4. *Help desk team should be able to assist the caller on general issues and inform the Emergency Contact person of the caller regarding the incident.*

*Considering the critical nature of application, Working Hours help desk support is intended to be provisioned by SI. In case of specific emergencies, the support provided can be extended.*

### 3.2.4 Geo-Positioning Data Integration

1. *Application must be able to capture current user coordinates and use the data as required.*
2. *Application must empower mobile app features by supporting with Driving Directions from current location to selected destination.*

3. *It is a requirement that all feature of the mobile apps developed by Geo-Location enabled and use the Location / Maps features of the Mobile phone.*

#### 3.2.5 Social Networking Channels Integration

1. *Application should provide guest users to share a piece of information on Mobile app via Social Networking platforms such as Facebook, Twitter, etc.*
2. *SI to define the content which is open for sharing on Social Platforms and ensure unintended data is disabled for sharing via Application features.*

#### 3.2.6 Push Notifications

1. *Application must be able to send Notifications to user on their Android / Windows / iPhone Mobile devices in a variety of situations. These situations could include*
  - a. *User near a location (for instance, Temple)*
  - b. *Regular time elapse (X hours)*
  - c. *New features pushed to the application / update performed.*

#### 3.2.7 Revenue Sharing Model

1. *Mobile Application and Website should allow for display of sponsored advertisements, public/private content promotions etc.*
2. *SI should implement a Revenue Sharing Model wherein generated revenue is partly shared by USCL and SI*
3. *Revenue sharing model to be formulated as per detailed discussion and mutual agreement of process, terms, compliance & regulatory issues between USCL & SI.*
4. *SI should propose and implement new ways of formulating revenue sharing model.*

### 3.3 Approach

A standardised approach (e.g. SDLC, Waterfall, Agile, etc.), or as proposed by SI and best suited for project is required to be adopted in implementing the overall solution. The key simplified stages of this approach would be as follows:

1. Design:
  - a. Solution Design / SRS should present the detailed study of existing and proposed system, screen-mock ups, and integration requirements, amongst others.
2. Implementation:
  - a. Immediately after the design, the implementation phase should be executed and all features of the solution identified in the RFP, Proposal and Design should be converted to a robust working system
  - b. While in the case of web portal / mobile app, it is expected that majority of the requirements shall be captured during the design phase, Bidders should ensure that constant and regular feedback is taken from the client and the same addressed in their application.
3. Testing
  - a. SI to perform in depth System testing using various Software Testing Techniques/Principles to ensure adherence, quality output and validation of implemented software.
  - b. SI to ensure Requirements coverage via producing Traceability Matrix.
  - c. SI to ensure proper Configuration management, Requirements Management, Test Management, Defect management tools and techniques are deployed and are capable of generating automatic relevant reports when demanded by USCL or Client.



- d. SI to ensure deliverables like Test Plan, Test Scenarios, Cases, Defect Report, Traceability Matrix, Testing Signoff and closure are maintained and versioned.
  - e. SI to manage dedicated uninterrupted UAT environment, provide for Test Cases, Use Cases and any other necessary guidance requested.
  - f. SI to perform a Security Audit of entire application via 3rd Party prior to deployment to production.
4. Roll out / Go Live
- a. Upon successful development and integration of all the components of the solution, a Go Live certificate should be obtained from the client. The client will provide this upon its satisfaction as to the components being installed / implemented. This should also include a 7 day dry run period with live reports being generated from the system and the apps / website are in full operational mode.
  - b. During this time, the System Integrator should also close any minor or other identified issues and provide the security audit certificate.

All documentation produced for this project should be of high quality. Bidders are required to note that they may also be requested to prepare / provide marketing and other documents, including presentations, etc. related to this assignment in both English and Hindi and should have appropriate personnel resources to deliver them.

### **3.4 MIS Reports required from the System**

It is expected that a state of the art application shall be developed integrating the various components, including application, web site / portal, mobile apps, etc. and all of these would be seamlessly linked. The following includes a minimum of the MIS requirements. Detailed MIS reports shall be confirmed by the System Integrator during the Design phase.

Some of the Reports would include:

1. Download Reports (Number of Users that have downloaded the application)
2. Usage Report: Number of Users / Functions accessed
3. Functionality Reports
4. Monetary Reports
5. Other Reports for each of the application and the system as required.

The reports shall be of the following categories:

1. Scheduled Reports: These reports should be generated by the system automatically and should be available as e-mail / SMS / web based reports to the authorized distribution list.
2. Ad-hoc reports: Ad-hoc reports should be generated based on a particular request by an official.

### **3.5 Training**

For the effective uses of the supplied software/application licenses and their functionalities, the selected SI must compulsorily provide training for USCL & other identified department officials. Following training needs are to be provided by Vendor as part of the scope:

- Content Management System Training
- Deployment and Hosting Application
- Support Handover

### 3.6 Help-Desk / Call Centre

Helpdesk comprising of Call Centre operations shall be the first point of contact for the users for resolving all related incidents or service requests including help on the navigation of the proposed application. It aims to restore normal service operation as quickly as possible and minimize the adverse effect on business operations, thus ensuring that the best possible levels of service-quality and availability are maintained. Bidder will be responsible for operating and managing the end-to-end Call Centre services. This includes running operations for USCL for a period of three years from the date of Go Live of the solution. SI will be responsible for provisioning of all the required software and associated infrastructure for operationalizing this help-desk.

Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. Application support and maintenance charges quoted by the bidder shall be inclusive of all the support charges for change requests being implemented under this engagement. The bidder shall keep the application software in good working order; perform changes and upgrades to applications as requested by the USCL team.

1. Bidder shall understand the business processes and requirements of the proposed application and various services to be provided through the helpdesk.
2. Bidder shall, in its response, propose the ongoing support model including no. of individuals required for helpdesk operations based on SLA requirements from helpdesk as specified in this RFP
3. Bidder shall maintain a centralized dedicated hotline no. for users to call and log issues they are facing.
4. Provisioning of a helpdesk will be the responsibility of the bidder. The phone numbers shall be provided by USCL / UMC.
5. Bidder to provide an application for incident logging for Helpdesk. Maintenance, operations & update shall be responsibility of SI.
6. Helpdesk should comply with SLAs applicable to them as mentioned in this RFP. The issue should be resolved within the defined TAT of the issue. TAT would depend upon severity assigned to the issue. Non-adherence to SLAs shall lead to imposition of penalties.
7. Bidder shall prepare and submit reports to USCL team as per the mutually agreed reporting structure. These reports shall include but not limited to the following:
  - a. Incident logs (category, severity and status of call etc.)
  - b. Incidents escalated
  - c. SLA compliance/ non-compliance report
  - d. Problem Management
8. SI to provide for other Reports or Summary data as requested by USCL /Client from time to time in a structured manner.
9. Helpdesk should be able to receive requests from internet / intranet / chat / phone / application.
10. All requests received from external and internal users from the portal / intranet / chat/ phone should be logged into the Helpdesk application along with details of who made the request (User name, email ID), time and date of request etc.
11. For requests received via phone, the system shall have the capability of Calling Line Identification (CLI) or the Automatic Number Identification (ANI) from the telephone system.

12. System should be able to match the detected number of the caller with the existing dealer database to retrieve their profile/related information.
13. System should provide unique reference number for all requests logged which can be quoted by the users at the Helpdesk to know the status of the request
14. System should send acknowledgement of request received at Helpdesk through SMS or email to the users (if the user is internal staff or a registered dealer)
15. Depending upon the category of the request, system should route the request logged into the Helpdesk application to the designated Helpdesk operator or to a designated officer within the Department as per process agreed for resolution of requests.
16. System allows queuing of request by category. Requests should be resolved on basis of priorities defined by UMC.
17. System should allow the user to submit details relating to the response / resolution of the request
18. After the resolution of any issue, system should send e-mail and SMS requesting for confirmation of the issue resolution from the internal user who had logged the request. System shall facilitate capturing the feedback, in both quantitative and qualitative manner as agreed with Department, from the caller through email, SMS or online form for each call logged by the caller
19. User should be able to close the request after receiving confirmation from the internal user or otherwise in case of external user
20. System should allow voice recording of calls as per requirements of the Department.
21. System should provide facility in Helpdesk application to create a knowledge base of all request logged through various channels and their resolution to allow operators to search / query the knowledge base based on keywords
22. The knowledge base should provide for FAQs and also be able to provide for the import of any issue along with its resolution method into the knowledge base.

The Help Desk should be able to be integrated with other Help-Desks running in the city / be able to act as the major Help-Desk in the city (with additional inputs by the Ujjain Smart City Limited) and the System Integrator should provide all support to ensure a single help-desk is made for the city.

### **3.7 Operations and Maintenance**

- Maintenance, implementation and support must be provided with for a tenure of 3 year post go-live of Mobile App and portal as part of the RFP.
- No extra cost shall be paid by USCL for supply, installation and implementation, update / upgradation of any software/device whichever is necessary for application's optimum functioning
- In case any of parts of the provided solution is found to be insufficient to support USCL requirements, the vendor shall provide the same at no extra cost to USCL.
- Helpdesk Setup, monitoring, operations, bug fixes, providing timely resolution of reported incidents shall be carried out by SI.
- For the entire maintenance phase, SI shall perform periodic performance, security and vulnerability assessments of the entire solution in a frequency of once every 3 months and provide necessary solutions to fix them.
- SI to define & develop means of Software Restore & backup in occurrence of environment maintenance, system reboot or any other event which may call for the activity.
- Maintain Configuration management of entire solution.
- Provide adequate Exit Management support as deemed necessary by USCL towards the ending of Contract term to the new SI.

- Provide all deliverables to USCL with appropriate Configuration management.
- Transfer ownership of all required Hardware (if any), software to USCL that had been installed at specific locations as part of Implementation, monitoring, maintenance or otherwise
- Linkage with Integrated Command & Control Centre operations, bug fixing, resource management shall be carried out by SI during entire contract tenure.

It is expected that SI shall propose new & innovative ideas to incorporate in the Application. The SI shall implement all Features as in scope of work but not limiting to them to the desired acceptance levels.

### 3.7.1 Operations Requirements

- SI shall provide procedure documentation for all operations procedures, and SLA's (based on latest ITIL best practices) for all the hardware and applications provided including backup procedures, system update procedures, security procedures, failure recovery procedures, upgrade procedures, remote access procedures, user manual, SOP's, etc.
- All such procedures and documents must be submitted for review and approval by USCL prior to adoption. Such documentation shall be updated by the during the project term by the bidder as and when required along with the necessary approval.
- SI will be required to provide weekly statistics reports on the various services provided to users a mechanism as well as track and log all related statistical reports on the various delivery channels and access patterns.
- SI will be required to provide weekly performance reports showing health of system operations.
- SI will be required to provide Helpdesk for recording all the day to day problems and other technical incidents occur during the O&M phase. This shall also record the resolution of such incidents & problems.
- SI will be required to commit to Service Level Agreements (SLAs) that show, among other metrics, appropriate escalation procedures and guarantee corrective and preventive actions within a pre-determined time. SI is required to respond to required levels of accuracy, quality, completeness, timeliness, responsiveness, cost-effectiveness, productivity and user satisfaction that are equal to or higher than the SLA system requirements.

### 3.8 Others

- i. The System Integrator is expected to Procure, Supply, Install, and Commission and Maintain all necessary hardware, software and other items required during the complete project / contract period as mentioned in the RFP document. For Data Centre and Disaster Recover Centre, the System Integrator is expected to use the Integrated Command and Control Centre Cloud based DC / DR site, when the same is ready.
- ii. Training Details:
  - a) The System Integrator is required to provide training to employees of USCL and UMC on application related operations of the applicants & reports generation etc.
  - b) The successful bidder shall conduct all trainings at UMC / USCL Premises.
  - c) Training should be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in both Hindi & English and training manuals (in both languages) should be provided.
- iii. All hardware & software procured should be from authorized OEMs with license, support and warranty for the complete project/contract period.
- iv. USCK shall provide required data as per the requirement of the System Integrators (SI) of solution for further processing of data and reports.
- v. Hand over all the project assets/material to USCL & UMC in working & operational condition at the end of the project duration.
- vi. The System Integrator should provide location wise complete Bill of Material (BoM) with detailed specifications to be procured and installed at UMC / USCL. These assets should match with this list of BoM at the time of transferring of project assets due to completion/abandon of the project.

- vii. The System Integrator shall procure and provide the minimum quantity of all the hardware, software etc. as mentioned as per the minimum indicative BoM and setup all these items at respective places of working. The items & quantities mentioned is minimum for this project, but it is the sole responsibility of the successful bidder to perform the appropriate sizing of all required items to make this project successful and meet out the SLA requirements.
- viii. It will be the responsibility of the System Integrator to get insurance of all the equipment supplied and installed at various locations/ inside vehicles for security purpose. Bidders are expected to adequately insure themselves and the client from all aspects related to this project.
- ix. The System Integrator should:
  - a) Keep a watch on the health of the system to ensure minimum downtime of each of the component/equipment.
  - b) Keep sufficient reserve stock of hardware devices deployed at zone. Maintain and upgrade the software components of the system.
  - c) Conduct preventive maintenance in a scheduled manner and during off-peak hours
  - d) Conduct corrective maintenance within stipulated time period as defined in Service Level Agreement (SLA).
- x. When the Command and Control Centre (CCC) is setup, the System Integrator should provide all assistance and support in ensuring Integration of all the components with the Central Control Centre (CCC) established at UCTS / USCL, in which Monitoring & all other works related to operations, monitoring, maintenance and support should be carried out.
- xi. The maps, etc. procured under this contract and the data developed (geo-tagging of locations, etc.) are required for form a part of integrated and comprehensive GIS solution, which will be developed in the near future by USCL / UMC.

### 3.9 Non Functional Requirements

Dashboard displaying record of all events when the user has availed app services, category of issue, resolution status & time

1. *Application should use latest generation user interface and designs*
2. *Application must have a load time of less than 2 seconds over a 3G /4G connection for a minor page (without database content)*
3. *Application must have a load time of less than 5 seconds over a 3G/4G connection for a major page (page with database operations)*
4. *Application must have compressed content that can be stored over the phone / accessed over the internet server*
5. *Application to use Style Guide (colour, typography, brand usage, layout, etc.) used in the app must be consistent across all components / controls / pages.*
6. *Design of the application should be such that more of Mood Boards are deployed*
7. *Application should be developed in latest frameworks of programming languages and databases and other system tools.*
8. *Application platform should be scalable as per future upgrade needs and able to handle concurrent load capacity of 2,000 users. This number should be scalable as per requirements.*
9. *Application is required to be hosted on the Integrated Command & Control Centre (ICCC) cloud platform, when the same is setup. In the interim duration, the application is required to be hosted at the System Integrators and follows appropriate disaster recovery techniques (per ICCC).*
10. *Vendor will setup and deploy admin CMSapplication, Web application on his own server or Integrated Command and Control Centre cloud based server.*
11. *SI to collaborate with Cloud Service provider for getting entire software / Hardware Infrastructure setup as desired/required*
12. *SI to ensure smooth deployment of developed Mobile application as per comprehensive Functional Requirement Specifications based on but not limiting to Scope of Work outlined here*
13. *SI to ensure all Application Store like Google Play, iOSguidelines are followed and met.*

### 3.9.1 Integration with other Mobile Applications being developed in Ujjain

1. *A single Mobile application platform should be developed in such a way that each feature detailed in scope of work is accessible through one channel.*
2. *User is able to toggle between features in single application.*

### 3.9.2 Technology and Server Requirements

1. *Application is to be hosted on cloud procured by the System Integrator. In case the Clients directs the System Integrator to host on the clients' infrastructure (DC and DR cloud procured under Integrated Command and Control Centre), the same has to be done without any additional cost.*
2. *SI to collaborate with Cloud Service provider for getting entire software / Hardware Infrastructure setup as desired/required*
3. *SI to ensure smooth deployment of developed Mobile application as per comprehensive Functional Requirement Specifications based on but not limiting to Scope of Work outlined here*
4. *The software and hardware of the System Integrator should be flexible in such a way that any additional multimedia content in the form of video, audio, animations, pictures, and additional data created as part of content in the incident could be added into the database via a pen drive or external hard disk and used in an effective and simple manner*
5. *The choice of hardware/software/external services connectivity and setup of entire infrastructure should be such that it remains compatible with other parts of application/other One App functionality & infrastructure*
6. *Should connect and link with existing applications commonly available on mobile phone as MAPS (Google Maps, Apple Maps, Bing Maps, etc.), WORD Processing applications, PDF applications, Dialler, Voice Links, etc.*
7. *Application must be capable in meeting the needs of visually impaired users*
8. *Application should be available in 2 languages – Hindi & English*
9. *Integration with E-mail Gateway (to be provided by the Client). The client will provide an e-mail id and the System Integrator is required to ensure that all mails are sent through the mentioned mail id.*
10. *Integration with SMS Gateway (to be provided by the Client)*

### 3.9.3 Accessibility Requirements

1. *SI to conform to WCAG2.0 AA (Intermediate) Guidelines while developing the Mobile Application and Web portal to ensure Industry recognized Accessibility requirements*
2. *Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.*
  - a. *"All images, form image buttons, and image map hot spots have appropriate, equivalent alternative text.*
  - b. *Images that do not convey content, are decorative, or contain content that is already conveyed in text are given null alt text (alt="") or implemented as CSS backgrounds. All linked images have descriptive alternative text.*
  - c. *Equivalent alternatives to complex images are provided in context or on a separate (linked and/or referenced via longdesc) page."*
3. *Provide alternatives for time-based media.*
  - a. *"A descriptive text transcript (including all relevant visual and auditory clues and indicators) is provided for non-live, web-based audio (audio podcasts, MP3 files, etc.).*
  - b. *A text or audio description is provided for non-live, web-based video-only (e.g., video that has no audio track)."*
  - c. *Synchronized captions are provided for non-live, web-based video (YouTube videos, etc.)*
  - d. *A descriptive text transcript OR audio description audio track is provided for non-live, web-based video*
  - e. *Synchronized captions are provided for all live multimedia that contains audio (audio-only broadcasts, web casts, video conferences, Flash animations, etc.)*
  - f. *"Audio descriptions are provided for all video content*





- a. *"A link is provided to skip navigation and other page elements that are repeated across web pages.*
  - b. *If a page has a proper heading structure, this may be considered a sufficient technique instead of a ""Skip to main content"" link. Note that navigating by headings is not yet supported in all browsers.*
  - c. *If a page uses frames and the frames are appropriately titled, this is a sufficient technique for bypassing individual frames."*
  - d. *The web page has a descriptive and informative page title.*
  - e. *The navigation order of links, form elements, etc. is logical and intuitive.*
  - f. *"The purpose of each link (or form image button or image map hotspot) can be determined from the link text alone, or from the link text and its context (e.g., surrounding paragraph, list item, table cell, or table headers).*
  - g. *Links (or form image buttons) with the same text that go to different locations are readily distinguishable."*
  - h. *Multiple ways are available to find other web pages on the site - at least two of: a list of related pages, table of contents, site map, site search, or list of all available web pages.*
  - i. *Page headings and labels for form and interactive controls are informative. Avoid duplicating heading (e.g., "More Details") or label text (e.g., "First Name") unless the structure provides adequate differentiation between them.*
  - j. *It is visually apparent which page element has the current keyboard focus (i.e., as you tab through the page, you can see where you are).*
10. *Make text content readable and understandable*
- a. *The language of the page is identified using the HTML lang attribute*
  - b. *The language of page content that is in a different language is identified using the lang attribute.*
  - c. *Make Web pages appear and operate in predictable ways.*
  - d. *When a page element receives focus, it does not result in a substantial change to the page, the spawning of a pop-up window, an additional change of keyboard focus, or any other change that could confuse or disorient the user.*
  - e. *When a user inputs information or interacts with a control, it does not result in a substantial change to the page, the spawning of a pop-up window, an additional change of keyboard focus, or any other change that could confuse or disorient the user unless the user is informed of the change ahead of time.*
  - f. *Navigation links that are repeated on web pages do not change order when navigating through the site.*
  - g. *Elements that have the same functionality across multiple web pages are consistently identified. For example, a search box at the top of the site should always be labeled the same way.*
11. *Help users avoid and correct mistakes.*
- a. *"Required form elements or form elements that require a specific format, value, or length provide this information within the element's label.*
  - b. *If utilized, form validation errors are presented in an efficient, intuitive, and accessible manner. The error is clearly identified, quick access to the problematic element is provided, and user is allowed to easily fix the error and resubmit the form."*
  - c. *Sufficient labels, cues, and instructions for required interactive elements are provided via instructions, examples, properly positioned form labels, and/or fieldsets/legends.*
  - d. *If an input error is detected (via client-side or server-side validation), provide suggestions for fixing the input in a timely and accessible manner.*
  - e. *"If the user can change or delete legal, financial, or test data, the changes/deletions can be reversed, verified, or confirmed."*
12. *Maximize compatibility with current and future user agents, including assistive technologies.*
- a. *"Significant HTML/XHTML validation/parsing errors are avoided.*



- b. In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features."*
- c. "Markup is used in a way that facilitates accessibility. This includes following the HTML/XHTML specifications and using forms, form labels, frame titles, etc. appropriately."*
- d. For all user interface components, the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies."*
- e. Alternative solutions for visual capcha should be use (IE: logical reasoning (what is 2 +3), one time password, etc)*
- f. Unicode is strictly adhere to while complying with local languages.*

#### **3.9.4 Security Requirements**

- 1. Data encryption in storage and transportation*
- 2. Role, Task, User, Screen and Field based security*
- 3. Implementation of Trusted System (hardware and software) identifiers*
- 4. Isolate sessions such that crashes in one session do not affect the other*
- 5. Provision of using digital signatures*
- 6. Monitor and track viruses and network attacks*
- 7. User level security: Restricted areas of the application shall only be accessible over WAN*
- 8. Network level security: Network traffic shall be encrypted using SSL & Secured connectivity to be provided.*
- 9. Infrastructure level security: Shall be ensured by SI.*
- 10. Application level security: Role based access, encryption of user credentials, data, storing of User credentials for external and internal users in separate repository.*

#### **3.9.5 Performance and Scalability Requirements**

- 1. The design of the solution should be scalable to handle increasing number of users*
- 2. Application should provide measurable and acceptable performance requirements for users, for different connectivity bandwidths*
- 3. Should provide optimal and high performance Solution satisfying response time for slow Internet connections and different browsers*
- 4. In exceptional cases, the infrastructure should be capable of handling unexpected load variations*

#### **3.9.6 Others**

- 1. Provision of automated script for taking backup*
- 2. Provision of printing at every stage*
- 3. Provision of generating separate printing, updating, modifying, deleting, cancelling logs during the service delivery*
- 4. Provision for login*
- 5. Provision of remote monitoring and maintenance of the application*
- 6. Customizing application as per the requirements of USCL*
- 7. Provision for MIS based monitoring and reporting should be available*
- 8. Provision of remote updating of the application and local database*
- 9. Branding of Ujjain Smart City to be made available / done for hardware and software*

#### **3.10 Technical Solution Requirements**

- Requirements relating to performance, availability, deployment, implementation, operations and others

are listed in this subsection. Based on the assessment of the requirements listed below, SI shall prepare System Requirement Specifications (SRS) and obtain a formal sign-off before proceeding with the design and implementation of the solution.

- Language Support: All information technologies must provide support for the English and Hindi. Specifically, all display technologies and software must support the ISO character set and performs appropriate sorting.
- DATES: All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data.
- Environmental: Unless otherwise specified, all equipment must operate in environments prevailing in the State of Madhya Pradesh.

### 3.10.1 Architecture and Integration

- Application should be Web and mobile enabled, i.e., all functions can be accessed over internet / intranet where each client can connect to centralized infrastructure in an online mode.
- Content delivered via a web browser must be compliant with W3C standards. Solution supports the latest and pre-latest major releases of the following web browsers as Internet Explorer, Firefox, Chrome and Safari, etc.
- Solution provides toolset(s) accommodating application maintenance, report design, development, generation, and distribution, Security administration, Archiving, Purging, Recovery of data, Re-start,
- Public facing portals support multiple languages - English and Hindi are a Requirement
- Ability to configure all screens with "branding" for USCL / Smart Cities, etc.

### 3.10.2 Multi-tier Architecture requirements:

- The Envisaged Solution would be based on a multi-tier architecture comprising of centrally located databases serving clients at local level. Alternately, data can be installed at local systems but should be updatable centrally.
- Should work with mobile platforms (Android and iOS) in order to enable the access using mobile device.
- The solution needs to be architected using robust and proven software and hardware technologies like Service-Oriented Architecture (SOA) and open industry standards, as applicable
- The solution architecture should be built on sound architectural principles enabling fault-tolerance, high-performance, and scalability, both on the software and hardware levels.
- The technical architecture should be compatible with the existing systems and other applications.

### 3.10.3 Network Architecture

- The overall networking solution would be based on a combination of Leased line, VPN over Broadband, SWAN and Open Internet ensuring optimum uptime at all the desired locations and for redundant connectivity using GSM/GPRS/3G.

### 3.10.4 Security Architecture

- User level security: Restricted areas of the application shall only be accessible over secure connections
- Network level security: Network traffic shall be encrypted using SSL & Secured connectivity to provide between the Location and the Data Centre / Disaster Recovery Centre / Cloud
- Infrastructure level security: Application infrastructure shall be hosted in a DMZ & Firewalls and IPS shall be installed to detect/prevent unauthorized activities
- Application level security: Role based access, encryption of user credentials, data, storing of User credentials for external and internal users in separate repository.

### 3.10.5 Software Architecture Requirements

- Software architecture must support web services standards including XML, SOAP, UDDI and WSDL
- Software architecture must support appropriate load balancing for scalability and performance
- Software architecture must support flexibility in adding functionalities or applications.
- Software architecture components should utilize the high availability, clustering, and load balancing features available in the proposed hardware architecture to increase system performance and scalability features.
- Software architecture must support trace logging, error notification, issue resolution and exception

handling.

#### 3.10.6 Hardware Architecture Requirements

- Hardware architecture must provide redundancy and high availability capabilities; this includes servers, etc.
- All servers and systems must be configured so that there is no single point of failure.
- Hardware architecture should be capable of consolidating several applications / workloads in a number of servers as required.
- Servers and clients must be placed within proper security infrastructure for the solution.
- Hardware architecture must support Storage Area Network (SAN) & backup solution.

#### 3.10.7 Development, Testing, Staging, and Production Requirements

- Appropriate development, test, and staging hardware environments should be provided and explained how they are related to production environment. This must be supported by explanations on how the development, test, and staging environment support the implementation activities of state level solution.
- Development and test environment should include configuration management capabilities and tools for system configuration, versioning scheme, documentation, change control processes and procedures to manage deployment of solution deployment.
- The test environment should be used as a testing environment of state level solution and its software components and products. The test environment may be a scaled-down configuration of the production environment.

#### 3.10.8 Security Requirements

- A secure solution should be provided at the hardware infrastructure level, software level, and access level.

#### 3.10.9 Authentication, Authorization & Access Control

- 1 factor, 2 factors (User ID & Password, Digital Signature, and OTP over Mobile & E-Mail) with ability to extend up to 3 factor security mechanisms shall be implemented to enable secure login and authorized access to portal information and services as well as in applicable cases like attendance management, etc.
- Confidentiality of sensitive information and data of users and portal information should be ensured.

#### 3.10.10 Monitoring and Management Requirements

- The solution should provide monitoring and management of the entire Solution including all hardware, software components and application.
- The monitoring and management should monitor health of software and hardware infrastructure running solution covering operating system, database, software components, applications, servers, and other related software and hardware components. It should provide proactive monitoring, alerting and reporting.

#### 3.10.11 Performance and Scalability Requirements

- The design of the solution should be scalable to handle increasing number of users.
- Application should provide measurable and acceptable performance requirements for users, for different connectivity bandwidths.
- Should provide optimal and high performance Solution satisfying response time for slow Internet connections and different browsers.
- In exceptional cases, the infrastructure should be capable of handling unexpected load variations.
- The design of the application should support graceful degradation.

#### 3.10.12 Backup Requirements

- Automatic regular backup to be ensured between the DC and DR.

- Data Loss should not be more than 30 minutes.
- It is required that in scenario of a disaster, the recovery should not take more than 2 hours. In exceptional cases, the servers should be rerouted to the new infrastructure / DR site.

### 3.10.13 Device Compatibility

Sr. No.	Requirement	Display Support	OS Version
1	Should work on Android devices	Small (426dp x 320dp) Normal (470dp x 320dp) Large (640dp x 480dp) X-Large(960dp x 720dp) or As per industry need	4.1 and Above (latest Version)
2	Should work on Apple devices.	iPhone (480 x 320) iPhone Retina (960 x 640) iPhone 5(1136 x 640) iPad (1024 x 768) iPad Retina(2048 x 1536)or Latest Support Resolution and Pixel Density as per latest technology. Portrait + Landscape	Supported iOS devices 7.1.2 and Above(latest Version available)
3	All features to be available via a publicly available web-site also.	(1068X768 and higher display support) Browser Compatibility with all supported versions of Internet Explorer, Chrome, Firefox and Safari	All W3C compatible web browsers

Should a new stable version of the Mobile OS / Browser be released, an update supporting the new version should be released within two calendar months.

### 3.10.14 Operating System / Database / Other Software

- 1 Latest and at least previous three Versions of MS-Windows/iOS/Android
- 2 Solution should be able to work across a standard Web Browser (Latest 3 versions) supporting W3C standards.
- 3 Database software proposed to be used should be industry scale RDBMS and an open standard software that should be able to provide the required functionality to the application to be developed for the department
- 4 Solution should have responsive UI. Mobile version of website should be compatible.

### 3.10.15 System Management, Administration, and Security Specifications

#### *General Requirements*

- In addition to the management, administration, and security requirements specified in each sections covering the various hardware and software components of the System, the System must also provide for the following management, administration, and security features at the overall system level.
- Any item of data needs to be entered once and is then should be made available as often as necessary to all the systems that need to use it. The amount of Data Entry should be made minimal with the use of this system.

#### *Technical management and troubleshooting*

- Without prejudice to anything, the entire technical management of the solution shall lie with the SI who shall ensure most optimal performance of the system and shall be responsible for troubleshooting and providing permanent fixes to any problems / issues reported.

#### *User and usage administration*

- The SI will be responsible for User Account Management (Creation / Updating / Removal, etc.) and for logging all activities performed by any user.

#### *Security and Audit*

- Upon successful UAT and prior to the Go Live, the SI shall arrange for independent third party testing and certification of the Software by the Standardization Testing and Quality Certification (STQC) Directorate or any other CERT-In empanelled IT Security Auditing Company from functional and security perspective.

#### *Single Sign-on for accessing all the modules*

- Role based authentication to various functionalities mentioned in different modules with encrypted passwords. Rights can be given to Individual Users or Groups
- Flexibility to define separate Role and Designation to the users. Upon transfers of officers / employees, applications / letters / complaints pending with the employee shall remain to the role and new employee will be able to take action on these applications / letters / complaints.
- User rights to various forms should be either Create New Record or View existing Record or Edit existing record.
- Should capture exceptions to detect frauds / mistakes
- An audit trail of changes to data in the system shall be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.
- Information Security i.e. Integrity, Confidentiality & Availability of data to be maintained.

#### *Scalability*

- System should be built using Service oriented, Open Architecture.
- System should be able to scale up to a larger number of users and locations in terms of organization structure.
- The hardware must be configured in a plug and play model, where scalability can be achieved by simply adding in new hardware and performing minimal system software configuration. No changes or development in application or databases should be required.

### **3.11 Deliverables, Timelines & Payment Terms**

During project the Service Provider shall submit the deliverables as mentioned below as per the timelines mentioned below.

The USCL may provide multiple extensions to the Service Provider on the same terms and conditions under original agreement after completion of 3 Years 6 months.

<b>Sr. No.</b>	<b>Activity</b>	<b>Timeline</b>	<b>Payment</b>
1.	Design / SRS and Solutions Requirement Document and Development of ONE Mobile Application (as per choice of client) and its Roll Out complete in all respects	Within 4 Weeks	5%
2.	Project Go Live - Design / SRS of Mobile Apps - Go Live of all Mobile Apps as specified in the Scope of Works complete in all respects	Within 16 weeks	45%

Sr. No.	Activity	Timeline	Payment
	<ul style="list-style-type: none"> <li>- Training to designated officials of pilot locations</li> <li>- Ensuring Integration with One-App and other Applications available for Ujjain</li> <li>- Go live</li> </ul>		
3.	O&M <ul style="list-style-type: none"> <li>- Warranty</li> <li>- SLA support</li> <li>- MIS reporting, etc.</li> </ul>	3 years after Go Live	45% to be paid on a monthly basis.
4.	Hand-over of the system		5%

- Payments shall be made by USCL after obtaining a no-objection certification from relevant authorities, subject to any deductions.
- Reasonable variation shall be allowed in the contract and payment terms as per the discretion of the USCL.
- **Incentive Payment** shall be paid additionally at the rate of 25% of all revenues accrued from the Mobile Application (advertisement, commissions, etc.) and shall be paid on a quarterly basis during the O&M period. The System Integrator is required to provide all possible assistance to Ujjain Smart City Limited in this regard.

### 3.12 Facilities to be made available by the Client

USCL shall provide the following to the System Integrator:

- Location for setting up the Control Centre.
- Reasonable office space with facilities like drinking water, sitting area, etc.
- Access to documentation and any other reasonable material, information, etc. required access for implementation.
- Access to other officials, contractors and consultants as the case may be.
- Sign off or comments within one week of the documents received.

### 3.13 Indicative Personnel Resource Requirement

The below table illustrates a minimum indicative Team for System Integrator for this project, bidder is expected to provide better and more number of personnel resources as required to meet the requirement of the RFP.

S. No.	Type of resource	Minimum qualification	Deployment
1.	Project Manager	Graduate in Computer Science / I.T. At least 8 years of relevant experience	To be deployed 100% in Ujjain for the project go live. To be deployed at least 20% after project go live
2.	Business Analyst	Graduate in Computer Science / I.T. At least 8 years of relevant experience	To be deployed 100% in Ujjain for the project go live. To be deployed at least 20% after project go live
3.	UI / UX Designer	Graduate in Computer Science / I.T. At least 8 years of relevant experience	To be deployed 100% in Ujjain for the project go live. To be deployed at least 20% after project go live
4.	Content Creator / Content Manager	Diploma in Computer Science / I.T.	Full Time Deployment in Ujjain for the entire contract duration.

S. No.	Type of resource	Minimum qualification	Deployment
		At least 2 years of relevant experience	
5.	Trainer	Expert Trainer in the subject.	To be deployed for all training activities
6.	Support Specialist	At least (1) person available during working hours.	Full Time Deployment in Ujjain for at least 1 person for the entire contract duration. The Support Specialist should be deployed at the office of the USCL. Support Specialist shall submit a daily report to the Client (USCL) and this report should contain details of sites / vehicles visited and satisfactory comments of the clients or their representatives.
7.	Mobile Application / Software Support Specialist	At least 1 FTE (Full time Equivalent).	Updating of mobile application, gathering requirements and co-ordination with Bidders back office team for updating the application.
8.	Data Entry Operator	Diploma in Computer Science / I.T. or recognized computer typing Certification by a Government of M.P. recognized institution. At least 6 months of experience	Full time Deployment in Ujjain
9.	Other Experts	As required by the bidders to execute the project.	Other experts to be deployed by the System Integrator to meet the requirements of the RFP.

The Bidder is expected to construct the appropriate team with due care and diligence so as to meet all the obligations in this RFP with a standard that is expected of a professional technology and services firm. All mentioned personnel should be available for meetings at USCL location at a short notice. Any replacement of these resources should be approved by the Client.

The Service Provider shall report to CEO, Ujjain Smart City Limited or a person authorized for this project by the Commissioner, Municipal Corporation Ujjain or by ED, USCL.

### 3.14 Service Level Agreement

- The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Service Provider to End Customer for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Service Provider can be measured.
- The Service Provider shall maintain at least a monthly contact to monitor the performance of the services being provided by the Service Provider.
- The Service Provider agrees to the following SLA parameters while providing services to the customers. The SLAs shall be monitored periodically and non-adherence of these SLAs is bound to attract penalties as described in the following Clauses.
- The Service Provider shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract.

#### 3.14.1 Implementation Phase SLA Criteria



### 3.14.1.1 Project Timelines

The following timelines and SLA terms will apply to the milestones which are to be achieved during implementation of the Project. The deliverables for each milestone is discussed in detail in this RFP.

A Penalty of 1% of the Total Contract Value per week or part thereof, capped at 10% of Total Contract Value, shall be charged from the System Integrator towards delay in implementation of the project during the implementation of the Project. The Penalty will be charged towards delay of key milestone which is: **Go-Live**.

This is apart from other penalties related to Operations of the assignment.

### 3.14.1.2 Deployment of resources as proposed by the System Integrator

In case of any change in the original proposed resource, a prior approval from the USCL should be taken and only a better resource can be considered for change. USCL can approve the change of a resource if the resource has resigned or has a valid exceptional reason for change. In all other cases, when the System Integrator insists on a change, USCL may levy a penalty of Rs. 50,000 per change of resource. An occurrence may be considered every two weeks till the situation is resolved. **This SLA shall be valid during the implementation and O&M phases.**

### 3.14.2 Operations & Maintenance - SLA Criteria

Post Go-Live a single comprehensive operations SLA to measure the System Integrator's operational efficiency shall be enforced for all the locations. This SLA shall cover the entire geographical scope taken for implementation. The following SLA may be further enhanced taking into consideration the learning & challenges faced during the implementation.

If the System Integrator performs as per the baseline metrics, then 100% of the amount of the payment due will be paid to the System Integrator as per the payment terms specified. However, if the System Integrator falls in one or more of the SLA resulting in lower performance or breach, then penalty deduction would be appropriately levied as per table below subject to maximum penalty of 10% of quarterly payment. In case the System Integrator's penalty crosses the maximum limit of 10% then the USCL may decide to terminate the System Integrator's contract.

S. No.	Service Parameters	Level	Baseline	Breach		Basis of Measurement/ Remarks
				Metric	Deductions (%)	
1.	Average availability of system		98%	For every 0.5% drop from Baseline measured every day	0.5% of Monthly Payment Due	Measured using the calls logged on a daily basis. Non-availability of any of these services would amount to deviation.
2.	Resolution of Critical* calls		<8 hours	For every 1 hour or part delay thereof	0.2% of Monthly Payment Due	Faults will be logged by the helpdesk on, as and when alerted by users by-mail / fax / call. SLA is applied if System Integrator is found to have failed once in case of critical fault and thrice in case of non-critical fault.
3.	Resolution of Non-Critical* calls		< 24 hours	For every 1 hour or part delay thereof	0.1% of Monthly Payment Due	



S. No.	Service Parameters	Level	Baseline	Breach		Basis of Measurement/ Remarks
				Metric	Deductions (%)	
4.	All vulnerabilities/non-conformance reported shall be resolved within 14 days		Resolved within 14 days	For every 1 day beyond 14 days	5% of Monthly Payment Due	Approvals have to be obtained from the department after conducting Vulnerability Assessment and Penetration Testing (VAPT) and resolving the issues raised. If multiple approval iterations are involved, then last submission date for approval will be considered for SLA imposition. This SLA is applicable per instance.
5.	Submission of Weekly Report by the Support Specialist		One Report (Soft Copy in Mail as well as Hard Copy) every Day	For every Day report is not submitted	1% of monthly payment due	Report submitted to USCL by e-mail and in hard copy. Delay of 01 working day in submission of report is acceptable and will not count for penalty. The report prepared and submitted by the Support Specialist shall also form a basis of measurement for other SLA's and for payment for O&M.

\*Critical& non-critical calls are defined below

\* Penalty for SLA violation for Operations and Maintenance shall be subject to a cap of 10%. However, in exceptional cases, USCL has the right to remove this cap. Exceptional cases may include SLA violation occurring where calculated penalty is more than 25% or where despite repeated reminders, the System Integrator has not performed course correction on a valid suggestion by USCL, in an event wherein a bug or incident is reported that reasonably took greater than 24 hours of time to get fixed or on any other circumstances as may be determined during the course of the project.

Performance related calls logged pertaining to hardware and software may be classified as critical and non-critical. The threshold for various non-critical calls may be defined later pertaining to memory utilization, response time, CPU utilization, etc. SLA for performance related calls have already been specified above.

The calls logged should have two types of priorities –

1. Critical calls that lead to inability of locations / users to perform all functions pertaining to that particular location(s). Such calls will include issues with hardware, software, network, etc. Any dysfunctional hardware at any of the locations would be classified as critical, and
2. Non-critical calls that do not lead to complete disruption of services at any location(s) and there may be some work-around available.

Further, Calls related to application, hardware may be classified as calls pertaining to availability and performance which may be again classified as critical or non-critical. Availability is inversely related to downtime while performance is related to memory usage, CPU usage, etc.

In case of any dispute related to the nature of the call, whether critical or otherwise, a joint meeting shall be convened with the USCL where it would be decided if the call is / was critical. The decision of USCL shall be final.

As per discussion and approval of USCL, SI to freeze a maintenance window wherein all major reported bug fixes shall be deployed periodically in fixed intervals of time on production instance of application.

The Successful Bidder would be required to submit an MIS detailing the number of calls received and their resolution thereof in a periodic manner.

#### 4 Model Master Agreement

Format of the Contract to be entered between successful bidder and Ujjain Smart City Limited is given below:

<<TO BE PREPARED ON STAMP PAPER OF APPROPRIATE VALUE>>

This Contract is made and entered into on this ..... Day of October, 2017 by and between

“**UJJAIN SMART CITY LIMITED**” (hereinafter referred to as **CLIENT**), which expression shall include its successors, administrators, executors and assignees) on the one part

And

**XXXXXX** collectively referred to as the “System Integrator” or the “SI” (which expression shall include its successors, administrators, and executors and permitted assignees) on the other part.

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

Whereas

1. Client has desired for Selection of System Integrator for Implementation, Management and Maintenance of Smart Classrooms in City of Ujjain for carrying out Client, IT operations conforming to specifications as set forth in the Scope of Work in the RFP issued.
2. And Whereas the System Integrator represents that it has the necessary capabilities for carrying out the said works as referred to herein and has submitted a bid for providing the required services against Tender No USCL/XX all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Client from time to time.
3. And Whereas Client has accepted the bid of the System Integrator and has placed Letter of Acceptance / Notification of Award vide its letter No. XXX Dated YY-YYY-2017 on the System Integrator.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

Definitions:

4. In this Contract, the following terms shall be interpreted as indicated:
  - a) “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by Client;
  - b) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any registrant, or any other person who is covered within the ambit of any legislation related to Client, including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:
    - is by its nature confidential or by the circumstances in which it is disclosed confidential; or
    - is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
    - but does not include information which is or becomes public knowledge other than by a breach of this Contract;

- But does not include information which is in receiving party's possession prior to receipt from the disclosing party.
  - But does not include information which is independently developed or learned by the receiving party.
  - But does not include information which is disclosed by the receiving with the prior written approval of the disclosing party.
- c) “Contract” means the Agreement entered into between the Client and the “System Integrator” as recorded in the Contract form signed by the Client and the “System Integrator” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- d) “System Integrator’s Representative” means the person or the persons appointed by the System Integrator from time to time to act on its behalf for overall co-ordination, supervision and project management.
- e) “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- f) “Effective Date” means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- g) “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
- h) Sourcecode of the application to USCL at the time of sign-off. Source code development should follow best practices and clearly put headers or comment in each section of the code.
- i) “Kick off Meeting” means a meeting convened by the Client to discuss and finalize the work execution plan and procedures with System Integrator.
- j) The “SI” means the company with whom the order has been placed for providing Services as specified in this tender/Contract and shall be deemed to include the System Integrator's successors, representatives (approved by the Client), heirs, executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
- k) “System Integrator’s Team” means the successful Bidder who has to provide services to the Client under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved Sub-Implementation Agencies or other personnel employed or engaged either directly or indirectly by the System Integrator for the purposes of the Contract.
- l) “Parties” means the Client and the System Integrator and “Party” means either of the Parties;
- m) “Service” means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the System Integrator covered under the Contract;
- n) “Service Specification” means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the System Integrator to meet the design criteria.
- o) “Sub-System Integrator” means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the Contract has been outsourced by the System Integrator after necessary consent of Client.
- p) “The Contract Price/Value” means the price payable to the System Integrator under the Contract for the full and proper performance of its Contractual obligations;

#### Interpretation

5. In this Agreement, unless otherwise specified:
- a) wherever the term System Integrator is used, it shall mean all the members of the Consortium / Sub-Contractors together, as applicable. In this Contract unless a contrary intention is evident:

- b) the clause headings are for convenient reference only and do not form part of this Contract;
- c) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- d) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- e) a word in the singular includes the plural and a word in the plural includes the singular;
- f) a word importing a gender includes any other gender;
- g) a reference to a person includes a partnership and a body corporate;
- h) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- i) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- j) in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
- k) all measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

#### Ambiguities within Agreement

- 6. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
  - a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
  - b) as between the provisions of this Agreement and the Schedules/Annexure, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexure; and
  - c) as between any value written in numerals and that in words, the value in words shall prevail.

#### Priority of Documents

- 7. This Agreement, including its Schedules and Annexure, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:
  - a) This Agreement along with the SLA agreement, NDA agreement, Schedules and Annexure, including the tri-partite agreement for the bandwidth;
  - b) Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any).
- 8. For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexure / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexure / Schedules and Annexure / Schedules shall prevail over the contents and specifications of the RFP

#### Conditions Precedent

- 9. This Contract is subject to the fulfilment of the following conditions precedent by the System Integrator:
  - a) Furnishing of an unconditional and irrevocable and continuing **Bank Guarantee for Contract Performance (10% of the total Contract value)**, in a form and manner acceptable to the Client which would remain valid until such time and be renewable as may be stipulated by the Client.
  - b) Execution of a Deed of Indemnity and Non-Disclosure Agreement
  - c) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract

#### Representations & Warranties

10. In order to convince the Client to enter into this Contract, the System Integrator hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
  - b) That the System Integrator has the requisite experience in providing the services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the Client for the purposes of this Contract;
  - c) That the System Integrator is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract;
  - d) That the representations and warranties made by the System Integrator in the bid or will be made in this Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Client specifies to the contrary, the System Integrator shall be bound by all the terms of the Bid and the Contract through the term of the Contract;
  - e) That the System Integrator has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the Scope of Work stipulated in the Tender and this Contract;
  - f) That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits;
  - g) That the System Integrator shall use such assets of the Client as the Client may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The System Integrator shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof;
  - h) That the System Integrator shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Client indemnified in relation thereto;
  - i) That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.;
  - j) That all conditions precedent under the Contract has been satisfied;
  - k) That neither the execution and delivery by the System Integrator of the Contract nor the System Integrator's compliance with or performance of the terms and provisions of the Contract;
    - i. will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the System Integrator;
    - ii. will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the System Integrator is a party or by which it or any of its property or assets is bound or to which it may be subject or
    - iii. will violate any provision of the Memorandum and Articles of Association of the System Integrator;
  - l) That the System Integrator certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the System Integrator which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
  - m) That the System Integrator owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Contract and regarding the same the System Integrator does not, so far as the System Integrator is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the System Integrator is aware, none of the Intellectual Property Rights, owned or enjoyed by the System Integrator or which the System Integrator is licensed to use, which are material in the context of System Integrator's business and operations for the performance of this Contract are being infringed nor, so far as the System Integrator is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the System Integrator by any person. All Intellectual Property

Rights (owned by the System Integrator or which the System Integrator is licensed to use) required by the System Integrator for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Client indemnified in relation thereto;

- n) That any Intellectual Property created as a result of this Contract belongs solely to Client;
- o) That time is the essence of the Contract and hence the System Integrator shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
- p) That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.
- q) That in providing the Services or deliverables or materials, neither System Integrator nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;

11. The Client or its nominated agencies represent and warrant to the 'System Integrator' that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Client or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- i) it has complied with Applicable Laws in all material respects;
- j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- k) upon the System Integrator performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the System Integrator, in accordance with this Agreement

#### Execution of Work Order

- 12. The Bidder alone will be liable or responsible to the Client for due fulfilment of terms and conditions of the tender including installation, commissioning, operation, management and maintenance of the entire project.
- 13. The Successful Bidder should nominate and intimate Client a Project Manager specifically to handle the Work Order from Client and ensure that he fully familiarizes with the terms and conditions of the tender, scope of work, Work Order and the guidelines, and is responsible to effectively execute the



Work Order complying all the terms and conditions.

#### Assigning of Tender Whole or In Part

14. The System Integrator should not assign or make over the Contract, the benefit or burden thereof to any other person or persons or body corporate except declared sub-contractors. They should not underlet or sublet to any person/s or body corporate except declared sub-contractors for the execution of the Contract or any part thereof unless a proper approval for subletting is obtained from the Client.

#### Scope of work/Contract

15. Scope of the Contract shall be as defined in this RFP and the Corrigendum / Addendum issued with respect to this RFP.

#### General Requirements

16. The Bidder shall study and understand the existing processes and RFP thoroughly.
17. The service delivery shall be of the highest quality.
18. The Bidder should make his own arrangements to obtain all the material required for this work such as PCs, printers, scanners, adequate human resource, stationery deemed necessary at various stages of the project.
19. The Successful Bidder at his own cost shall also arrange all stationary, projectors, drinking water.
20. All hardware and software supplied by the bidder shall be properly stored by the bidder and they shall be responsible for its safe custody until it is supplied to the respective Offices.
21. All necessary use/test cases for the unit and integration testing shall be designed and prepared by the bidder under the guidance of the department.
22. It shall be obligatory for the Bidder to furnish Certificate, if demanded by the Department from manufacturer or the material supplier that the work has been carried out by using their material and as per their Recommendation
23. All electrical materials conforming to the Indian Standard Specification shall be used and the materials must comply with relevant standard specifications

#### Deviations

24. The tender should be for the complete scope of work and services. However, in case of any minor deviations, the Bidder should clearly and separately state the item that is in deviations in their tender. This should be clearly stated under deviations head quoting the index and serial references in Technical Specifications. Any deviation mentioned elsewhere in the tender but not clearly stated under this section should not be considered. The Bidder should also clearly indicate the services and utilities to be provided by the Department including their obligations, if any. Client reserves the right to consider or reject these deviations of the tender.

#### Training

25. Training will be provided by the selected bidder to the officials /staff / users according to need basis. All the training materials (Soft copy & Hard copies) will be provided by the SI. The soft copy shall also be stored in the web portal created under this assignment for easy reference.
26. Client shall provide space for the training and the System Integrator shall provide all other equipment related to training, including but not limited to Systems, Projector, Training Material, etc.
27. Detailed training schedule is provided as a part of scope of work defined in this bid.

## Licenses

28. In case of Foreign Supplies, the Successful Bidder should arrange necessary import license and other clearances.
29. All the licenses related to software and hardware procured for Client should be transferred to Client (and should be further transferable by Client to other authorities, such as Municipal Corporation of Ujjain, Education Department and other Schools, etc.) and should be perpetual licenses.

## Storage & Risk

30. The Successful Bidder should make arrangements for transportation of Hardware/Software etc., to site and build their own stores for the intermediate storage of equipment, maintain the stores and all related documents and records, transport the equipment to site. System Integrator shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the System Integrator under this Contract. System Integrator shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the Client, procured for the Client, equipment, tools and any other belongings of the System Integrator or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. Tendering Authority or State Government will have no liability on this account.

## Duration of the Contract

31. The Contract shall remain valid for implementation period till Go-Live (Completion of Roll Out) and for another 3 Years for operation and maintenance.

## Performance Bank Guarantee

32. The Successful Bidder is required to remit the Performance Bank Guarantee equivalent to 10% of the value of the work order inclusive of EMD in the form of unconditional irrevocable Bank Guarantee for a period of Six years from the date of LOA, within fifteen days from the date of LOA. If the accepted Bidder fails to remit the Performance Bank Guarantee within the above said period, their tender will be held void and the Earnest Money Deposit remitted by them will be forfeited to Client.

## System Integrator's Obligations

33. SI should perform the Services specified by the Client and make available the necessary equipment / facilities / services as may be necessary and other 'Scope of work' requirements as specified in the tender and changes thereof.
34. The System Integrator shall ensure that the System Integrator's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The System Integrator shall ensure that the Services are performed through the efforts of the System Integrator's Team, in accordance with the terms hereof and to the satisfaction of the Client. Nothing in this Contract relieves the System Integrator from its liabilities or obligations under this Contract to provide the Services in accordance with the Client directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Client and the System Integrator shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
35. Warranty - The equipment supplied would carry onsite comprehensive OEM warranty for the entire duration of the Contract. The supplied software shall carry warranty/support as per the agreement between the Client and the software OEMs.
36. Third party claims - The selected System Integrator(s) shall indemnify Client against all third-party



- claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
37. Delivery and documentation - Delivery of Goods shall be made by the selected System Integrator strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by the Client.
  38. Ownership of equipment - All the equipment provided by the selected agency(s) shall virtually have the right to use of the property by Client throughout the Contract period though the ultimate transfer may come much later, after the expiry of the Contract period. The selected agency will therefore not shift, move, and transfer the equipment without the prior consent of the Client. Such a request by the System Integrator should be made with suitable justification and reasoning. However, the System Integrator will be allowed to carry out normal maintenance activities as scheduled. It should be noted that if equipment has to be replaced, the replacement must have a manufacturing date later than that of the equipment being replaced and the configuration of the replacement should be same or higher. Information about all such replacements along with reasons for should be provided in writing to Client.
  39. Any equipment or material purchased, procured or developed as a result of this Contract shall belong to Client.
  40. Ownership of all the data created during the period of Contract shall be the property of the Client, however, the responsibility of its maintenance, updating, correctness and backup would be that of System Integrator.
  41. No third party interest in any form (lien, mortgage, hypothecation etc.) without the prior approval and consent of the Client, can be created on the assets, equipment etc. installed by the selected agency (s).
  42. The System Integrator is required to ensure that at least one Senior Staff (Project Leader / Project Manager) who is capable of decision making and required coordination on day-to-day operations of the project are seated full-time at Client Office in Ujjain, for the rollout and O&M of the project.
  43. Interpretation of Clauses - In case of any ambiguity in the interpretation of any of the clauses in the RFP, the interpretation of the clauses by Authorized Representative of Client shall be final and binding on all parties.

#### System Integrator's Representative

44. Unless otherwise agreed with the Client, the named Project Manager shall be the System Integrator's Representative.
45. The System Integrator's representative shall have all the powers requisite for the performance of services under this Contract. The System Integrator's Representative shall liaise with the Client Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Client representative in the manner required by them for supervision / inspection / observation of the facilities, equipment / material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the System Integrator's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other System Integrators/Vendors of the Client working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this Contract.

#### Reporting Progress

46. SI shall monitor progress of all the activities specified in the Contract and submit fortnightly and monthly progress report about various aspect of the work to the Client. The Client on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 1 hard copy, along with 1 copy of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.
47. The Infrastructure facilities / services, and manpower to be provided by the System Integrator under the

Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Client representative in accordance with the Contract. The rate of progress of the work, compliance to the requirements of the Data Centre / Cloud and departmental offices/its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the Client, Client representative may so notify the System Integrator in writing.

48. The System Integrator shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The System Integrator shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Client or Client representative that the actual progress of work does not conform to the approved programme the System Integrator shall produce at the request of the Client representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements

#### Knowledge of Site Conditions

49. The System Integrator's undertaking of this Contract shall be deemed to mean that the System Integrator possesses the knowledge of all the related requirements as stipulated in the Tender Document including but not limited to environmental, demographic and physical conditions and all criteria required to meet the design of the systems.
50. The System Integrator shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the locations, as required by Client, System Integrator detects any obstructions affecting the work, the System Integrator shall take all measures to overcome them.
51. SI shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the System Integrator undertaking the works shall cover all the System Integrator's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Client Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the System Integrator takes in the absence of specific instructions from the Client Representative.

#### System Integrator's Team

52. The System Integrator shall submit to the Client 7 days prior to the effective date of commencement of works / services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the System Integrator for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The System Integrator shall promptly inform the Client in writing, of any revision or alteration of such organization charts.
53. The team proposed by the System Integrator as a part of the technical proposal should be deployed at Client. Any change in the team profile should be brought in to the notice of Client. System Integrator should ensure that any replacement personnel, if unavoidable, is equivalent or better than the original personnel in terms of experience and qualification.
54. The System Integrator shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.

55. The System Integrator shall provide and deploy, on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner. Any deviation from the team proposed in the Technical Bid shall be given to Client as and when required.
56. The Client Representative may at any time object to and require the System Integrator to remove forthwith from the site a supervisor or any other authorized representative or employee of the System Integrator or any person(s) deployed by System Integrator or his agent / sub-Contractor, if, in the opinion of the Client Representative the person in question has misconduct himself or his deployment is otherwise considered undesirable by the Client Representative the System Integrator shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Client Representative.
57. The Client Representative may at any time request the System Integrator to remove from the work / Site the System Integrator's supervisor or any other authorized representative including any employee of the System Integrator or his sub-SI or any person(s) deployed by System Integrator or their agent / sub-Contractor for professional incompetence or negligence or for being deployed for work for which he is not suited. The System Integrator shall consider the Client Representative Request and may accede to or disregard it. The Client Representative, having made a request, as aforesaid in the case of any person, which the System Integrator has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the System Integrator to remove that person from deployment on the work, which the System Integrator shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Client Representative.
58. The Client Representative shall state to the System Integrator in writing his reasons for any request or requirement pursuant to this clause.
59. The System Integrator shall maintain backup personnel and shall promptly provide replacement of every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.
60. In case of change in its team composition owing to attrition, the System Integrator shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/ takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.
61. The following shall be considered as the approved team for the System Integrator:

As per Annexure 1 (To be inserted)

#### Contract administration

62. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
  - a) Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
  - b) The System Integrator along with the members of Sub-Implementation Agencies/third parties shall be bound by all undertakings and representations made by the authorized representative of the System Integrator and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
  - c) For the purpose of execution or performance of the obligations under this Contract, the Client representative would act as an interface with the nominated representative of the System Integrator. The System Integrator shall comply with any instructions that are given by the Client representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
63. A Committee comprising of representatives from the Client and the System Integrator shall meet on a regular basis as per schedule prescribed by Client to discuss any issues / bottlenecks being encountered.

The minutes of these meetings shall be prepared and circulated to the participants.

#### Right of Monitoring, Inspection and Periodic Audit

64. The Client, reserves the right to inspect and monitor/assess the progress/performance/maintenance of the contract at any time during the course of the Contract, after providing due notice to the System Integrator. The Client may demand and upon such demand being made, the Client shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
65. The Client shall also have the right to conduct, either itself or through another party as it may deem fit, an audit to monitor the performance by the System Integrator of its obligations/functions in accordance with the standards committed to or required by the Client and the System Integrator undertakes to cooperate with and provide to the Client / any other party appointed by the Client all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the System Integrator failing which the Client may, without prejudice to any other rights that it may have issue a notice of default.
66. Prior to any other party being appointed for such an audit, the Bidder will be requested to provide a list of entities that it deems not appropriate to conduct the said audit, which should be provided to Client within a 7 calendar days of such a request being made. Client shall then decide on this matter as appropriate.

#### Client Obligations

67. The Client Representative shall interface with the System Integrator, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Client shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Client is proper and necessary.
68. Client shall ensure that timely approval is provided to the System Integrator, where deemed necessary, which should include details and all specifications related to equipment/material required to be provided as part of the Scope of Work.

#### Information Security

69. The System Integrator shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Client out of its premises without prior written permission from the Client.
70. The System Integrator shall adhere to the Information Security policy developed by the Government of India.
71. SI acknowledges that Client business data and other Client proprietary information or materials, whether developed by Client or being used by Client pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Client; and System Integrator agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by System Integrator to protect its own proprietary information. System Integrator recognizes that the goodwill of Client depends, among other things, upon System Integrator keeping such proprietary information confidential and that unauthorized disclosure of the same by System Integrator could damage Client and that by reason of System Integrator's duties here under. System Integrator may come into possession of such proprietary information, even though System Integrator does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. System Integrator shall use such information only for the purpose of performing the

said services.

72. SI shall, upon termination of this agreement for any reason, or upon demand by Client whichever is earliest, return any and all information provided to System Integrator by Client including any copies or reproductions, both hard copy and electronic copy.

#### Ownership of Equipment

73. The Client shall own the equipment / software and data centre / cloud infrastructure, supplied by the System Integrator arising out of or in connection with this Contract. Client shall reserve rights to use the software for any other applications or purpose other than mentioned in this RFP.

#### Intellectual Property Rights

74. Products and fixes: All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. System Integrator would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Client for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
75. Bespoke development: Subject to the provisions of Clauses below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with Client. System Integrator shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.
76. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System Integrator should grant Client a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Client as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Client's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Client at the conclusion of performance of the services.
77. Residuals: In no event shall System Integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, System Integrator shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

#### Insurance

78. SI shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the System Integrator under this Contract in respect of its personnel deputed under this Contract as

- well as System Integrator's equipment, tools and any other belongings of the System Integrator or their personnel during the entire period of their engagement in connection with this Contract. Client will have no liability on this account.
79. SI shall take out insurance policies against all risks of loss or damage caused to Client property / equipment for property / equipment owned or hired by Client and the works and part of the works taken over by Client, including but not limited to theft, fire, flood, arson, and any other natural or man-made causes.
80. Notwithstanding anything contained in any provision of this Contract, save as specified above in this Clause Client shall defend, indemnify and hold System Integrator harmless from and against any losses, damages, cost or claims relating to Client existing property except in case of gross negligence or wilful misconduct of the System Integrator, its sub-System Integrators, their agents or employees, in which case the System Integrator shall be liable to bear any loss or damage occurring to the Property of the Client as a result of its gross negligence or wilful misconduct, provided however, that such liability shall be limited to 100% of the Contract Price.
81. "Gross Negligence" means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property, "wilful misconduct" means: "intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
82. Certificate of Insurance: Before commencing performance of the Contract, System Integrator shall upon request furnish Client with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance Client or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that Client shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this Contract and System Integrator fails for any reason to renew such policies, then Client may replace same and charge the cost thereof to System Integrator. Should the relapse in any insurance required to be carried out by System Integrator hereunder for any reason; losses resulting there from shall be to the sole account of the System Integrator. Such insurance shall be affected within Insurance Company incorporated and registered in India or jointly with a company of International repute and an Insurance Company incorporated and registered in India.

#### Indemnity

83. The System Integrator shall execute and furnish to the Client a Deed of Indemnity in favour of the Client in a form and manner acceptable to the Client indemnifying the Client from and against any costs, loss, damages, expense, claims, patents, trademarks, copyrights including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
84. any negligence or wrongful act or omission by the System Integrator or the System Integrator's Team or any sub-System Integrator/ third party in connection with or incidental to this Contract; or
85. Any breach of any of the terms of the System Integrator's Bid as agreed, the Tender and this Contract by the System Integrator, the System Integrator's Team or any sub-System Integrator/ third party.
86. The indemnity shall be to the extent of 100% in favour of the Client.

#### Confidentiality

87. The System Integrator shall not use Confidential Information (Biometric Records etc.), the name or the logo of the Client except for the purposes of providing the Service as specified under this Contract;



88. The System Integrator may only disclose Confidential Information in the following circumstances: with the prior written consent of the Client; to a member of the System Integrator's Team ("Authorized Person") if:
- a) the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;
  - b) the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract
89. The System Integrator shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, sub Implementation Agencies and other System Integrator's team members to the satisfaction of the Client.
90. The System Integrator shall sign a Non-Disclosure Agreement (NDA) with the Client. The System Integrator, its antecedents and the sub-Contractor shall be bound by the NDA. The System Integrator will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies
91. The System Integrator shall notify the Client promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Client.
92. The System Integrator shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality. The Client reserves the right to adopt legal proceedings, civil or criminal, against the System Integrator in relation to a dispute arising out of breach of obligation by the System Integrator under this clause.

#### Term and Extension of the Contract

93. The term of this Contract shall be initially for a period of three years from the date of Go-Live issued by Client.
94. After the expiry of Contract period, Client may extend the Contract term by 3 months twice subject to maximum of 6 months at the discretion of the Client, for which payment may be made at the same rate of quarterly payment as specified in the last payment milestones / payments made to the SI. The System Integrator will have to compulsorily provide support for the extended term. After that if mutually agreed it can further be extended for 3 months twice. For this mutually agreed extended period, the amount will be paid on mutually agreed rate. The Client shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the System Integrator, at least 3 months before the expiration of the Term hereof, whether it will grant the System Integrator an extension of the Term. The decision to grant or refuse the extension shall be at the Client discretion.
95. Where the Client is of the view that no further extension of the term be granted to the System Integrator, the Client shall notify the System Integrator of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the System Integrator shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Client shall either appoint an alternative System Integrator/System Integrator or create its own infrastructure to operate such Services as are provided under this Contract.
96. In case Client decides to renew the O&M for the SI, the same shall be at the rates per year which shall be the minimum of:
- a) The rate for O&M per year quoted by the System Integrator in the Commercial Bid for the Last such Time Period (Year)
  - b) Rate of maintenance as specified in the Payment Milestones.

#### Prices

97. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract.



#### Alteration / Variation

98. The System Integrator agrees that the requirements given in specifications of the Bidding Documents are broad requirements and are in no way exhaustive and guaranteed by the Client.
99. It shall be the responsibility of the System Integrator to meet all the requirements contained in the Bidding Documents and any upward revisions and / or additions of quantities / specifications / sizes given in Specifications and drawings etc. of the Bidding Documents required to be made during commissioning of Data Centre / Cloud and department offices shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Client.
100. Further upward revisions and or additions required to make System Integrator's selected space, facilities, equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Client.
101. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification, etc. of the Bidding Documents which the System Integrator had not brought out to the Client notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by System Integrator without any time and cost effect to Client.

#### Change Order

102. The change order will be initiated only in case
  - a) The Client directs in writing the System Integrator to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract,
  - b) SI requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Client and for which cost and time benefits shall be passed on to the Client
  - c) The Client directs in writing the System Integrator to incorporate changes or additions to the various requirements already covered in the Contract.
103. Any changes required by the Client over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract.
104. Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.
105. If there is a different of opinion between the System Integrator and Client Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause "Procedures for Change Order"
106. Within 14 working days of receiving the comments from the Client or the drawings, specification, purchase requisitions and other documents submitted by the System Integrator for approval, the System Integrator shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the "Scope of work" of the RFP covered in the Contract and shall advise a date by which change request (if applicable) will be submitted to the Client.

#### Procedures for Change Order

107. During detailed Engineering and subsequently, if the System Integrator observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by

- the Contract has been stipulated by the Client while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with Client Representative. Any addition of modules/sub-modules in the Client software as required by the department during implementation or O&M phase shall not constitute a change order.
108. In case such requirement arises from the side of the System Integrator, he would also verbally discuss the matter with Client Representative giving reasons thereof.
109. The representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
110. If it is mutually agreed that such Requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by the System Integrator and Client to confirm a “Change Order” and basic ideas of necessary agreed arrangement.
111. Upon completion of the joint memorandum referred to above the results along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Client to enable the Client to give a final decision whether System Integrator should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by System Integrator shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case System Integrator fails to submit all necessary support and back up documents, the decision of the Client regarding time and cost shall be final and binding on the System Integrator.
112. If Client accepts the implementation of the change order above in writing, which would be considered as change order, then System Integrator shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.
113. In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then System Integrator in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by Client Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order; the same shall be compensated as per the clause given below.
114. The System Integrator shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Client review. If no agreement is reached between the Client and System Integrator within 60 days after Client instruction in writing to carry out the change concerning the increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

#### Change of Size / Quantities

115. The Client will have the option to increase or decrease the size of the dedicated and exclusive space at its offices as well as the related quantities of equipment/material to be provisioned by the System Integrator as mentioned in the Contract, at any time before work is initiated at the site, provided that such increase or decrease shall not exceed twenty five per cent (25%). The changes would be effected by using the unit price quoted by the System Integrator. In case the change required by the Client exceeds 25% of the total Contract Price, the said change would be subject to the System Integrator providing his written consent to the Client request.

#### Conditions for extra work / change order

116. The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be

mutually agreed in terms of provisions set forth in this contract. The System Integrator's obligations with respect to such work remain in accordance with the Contract.

117. The rates provided by the System Integrator as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

#### Suspension of Work

118. The System Integrator shall, if ordered in writing by the Client Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The System Integrator shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the System Integrator, if request for same is made and that the suspension was not consequent to any default or failure on the part of the System Integrator. In case the suspension of works, is not consequent to any default or failure on the part of the System Integrator, and lasts for a period of more than 3 months, the System Integrator shall have the option to request the Client to terminate the Contract with mutual consent.
119. In the event that the Client suspends the progress of work for any reason not attributable to the System Integrator for a period in excess of 90 days in aggregate, rendering the System Integrator to extend his performance guarantee then Client shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the System Integrator producing the requisite evidence from the bank concerned.

#### Tenure of Contract

120. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the contract are fulfilled to the satisfaction of the Client.

#### Implementation Schedule

121. Implementation Schedule as per Annexure 2.(To be inserted)

#### Payment Schedule

122. All payments under this Contract shall be made to the Lead Bidder only and will be made in Indian Rupees only. Client reserves the right to release the part payment for completed work against the milestone payment.
123. Payment Schedule as per Annexure 3. (To be Inserted)
124. Price Bid as per Annexure 4. . (To be Inserted)

#### Service Level Agreement

125. Service Level Agreements as per Annexure 5. (To be Inserted)

#### Penalty for Non-Fulfilment of Service Level Agreement

126. In case of non-conformity to SLA terms penalty will be deducted from the payment as mentioned in the

## SLA

### Events of Default by the System Integrator

127. The failure on the part of the System Integrator to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the System Integrator. The events of default as mentioned above may include inter-alia the following:
128. the System Integrator has failed to perform any instructions or directives issued by the Client which it deems proper and necessary to execute the scope of work under the Contract, or
129. The System Integrator has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the System Integrator has fallen short of matching such standards/targets as the Client may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the System Integrator may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Client;
130. the System Integrator has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the despite being served with a default notice which laid down the specific deviance on the part of the System Integrator to comply with any stipulations or standards as laid down by the Client; or
131. the System Integrator/System Integrator's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Client during the term of this Contract and which the Client deems proper and necessary for the execution of the scope of work under this Contract
132. the System Integrator has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
133. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the System Integrator.
134. The System Integrator/System Integrator's Team has failed to comply with or is in breach or contravention of any applicable laws.
135. Where there has been an occurrence of such defaults inter alia as stated above, the Client shall issue a notice of default to the System Integrator, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
136. Where despite the issuance of a default notice to the System Integrator by the Client the System Integrator fails to remedy the default to the satisfaction of the System Integrator, the Client may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Client.
137. If the System Integrator is given a penalty of more than 25% of any milestone payment, it constitutes a default and the Client has the right to consider the termination at any time after the default.

### Consequences in Event of Default

138. Where an Event of Default subsists or remains uncured the Client may/shall be entitled to:
139. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the System Integrator shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the System Integrator hereunder. The System Integrator shall in addition take all available steps to minimize loss resulting from such event of default.
140. The Client may, by a written notice of suspension to the System Integrator, suspend all payments to the System Integrator under the Contract, provided that such notice of suspension:
  - a) shall specify the nature of the failure; and
  - b) shall request the System Integrator to remedy such failure within a specified period from the date of

- receipt of such notice of suspension by the System Integrator
141. Where the Client deems necessary, it shall have the right to require replacement of any of the System Integrator's agents / sub-Contractors / vendors with another suitable member. The System Integrator shall in such case terminate forthwith all their agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the Client who shall execute such Contracts with the Client as the Client may require. Failure on the part of the System Integrator to find a suitable replacement and/or terminate all agreements/Contracts with such member, shall amount to a breach of the terms hereof and the Client in addition to all other rights, have the right to claim damages and recover from the System Integrator all losses/ or other damages that may have resulted from such failure.

Termination of the Contract:

142. In case of termination of the Contract, Client retains the right to
- c) Retain such amounts from the payment due and payable by the Client to the System Integrator as may be required to offset any losses caused to the Client as a result of such event of default and the System Integrator shall compensate the Client for any such loss, damages or other costs, incurred by the Client in this regard. Nothing herein shall effect the continued obligation of the agents / sub-Contractor / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
  - d) Invoke the Security Deposit and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the System Integrator may have resulted from such default and pursue such other rights and/or remedies that may be available to the Client under law.

Termination

143. The Client may, terminate this Contract in whole or in part by giving the System Integrator prior and written notice indicating its intention to terminate the Contract under the following circumstances
- a) Where the Client is of the opinion that there has been such Event of Default on the part of the System Integrator which would make it proper and necessary to terminate this Contract and may include failure on the part of the System Integrator to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
  - b) Where it comes to the Client's attention that the System Integrator (or the System Integrator's Team) is in a position of actual conflict of interest with the interests of the Client in relation to any of terms of the System Integrator's Bid, the Tender or this Contract
  - c) Where the System Integrator's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the System Integrator, any failure by the System Integrator to pay any of its dues to its creditors, the institution of any winding up proceedings against the System Integrator or the happening of any such events that are adverse to the commercial viability of the System Integrator. In the event of the happening of any events of the above nature, the Client shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor System Integrator/System Integrator, and to ensure business continuity
  - d) Termination for Insolvency: The Client may at any time terminate the Contract by giving written notice to the System Integrator, without compensation to the System Integrator, if the System Integrator becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.
  - e) Termination for Convenience: The Client may, by prior written notice sent to the System Integrator at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
  - f) The System Integrator may, subject to approval by the Client terminate this Contract before the expiry of the term by giving the Client a prior and written notice at least 6 months in advance indicating its

intention to terminate the Contract by paying losses to the Client as estimated by the Client.

#### Consequences of Termination

144. In the event of termination of this Contract due to any cause whatsoever except Termination for Convenience, Acts, Rules, Regulations, Procedures and Precedents shall be followed for further action on the SI, including up-to blacklisting of the SI. Before any adverse action is taken, the System Integrator will be provided reasonable opportunity to explain its position.
145. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the System Integrator shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Client and/or the successor System Integrator/System Integrator, as may be required, to take-over the obligations of the erstwhile System Integrator in relation to the execution/continued execution of the scope of this Contract.
146. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the System Integrator or due to the fact that the survival of the System Integrator as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Client through unilateral re-determination of the consideration payable to the System Integrator shall pay the System Integrator for that part of the Services which have been authorized by the Client and satisfactorily performed by the System Integrator up to the date of termination. Without prejudice any other rights, the Client may retain such amounts from the payment due and payable by the Client to the System Integrator as may be required to offset any losses caused to the Client as a result of any act/omissions of the System Integrator. In case of any loss or damage due to default on the part of the System Integrator in performing any of its obligations with regard to executing the scope of work under this Contract, the System Integrator shall compensate the Client for any such loss, damages or other costs, incurred by the Client. Additionally, the sub System Integrator / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the System Integrator as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Client and as may be proper and necessary to execute the scope of work under the Contract in terms of the System Integrator's Bid, the Tender and this Contract.
147. Nothing herein shall restrict the right of the Client to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Client under law.
148. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### Penalty

149. The System Integrator should sign the Contract within the timelines as specified in this RFP. Any Delay in signing the Contract would attract a penalty of INR 50,000 per week.

#### Liquidated Damages for Non-Fulfilment of Commissioning Schedule

150. A penalty as per service level agreement of late completion beyond the stipulated commissioning schedule will be levied.
151. In the case it leads to termination, the Client shall give 30 days' notice to the System Integrator of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the System Integrator initiates remedial action acceptable to the Client.



152. The Client may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the System Integrator in its hands (which includes the Client right to claim such amount against System Integrator's Bank Guarantee) or which may become due to the System Integrator. Any such recovery or liquidated damages shall not in any way relieve the System Integrator from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

#### Compliance with Statutory Requirements

153. The System Integrator shall have to comply with the Contract Labour Act (Regulation & Abolition Act), Apprentices Act 1961, Payment of Wages Act, Minimum Wages Act, Employee State insurance Act, Employee Provident Fund and Miscellaneous provision Act, Fatal Accident Act, and other applicable Labour and other Laws and Regulations in force from time to time.

#### Special Terms

154. Client reserves the right to reduce or increase the quantity requirement to an extent of 25% of tendered value at the time of releasing the work order or by issue of an amendment subsequently.
155. Any additional active devices that will be provided by Client, during the Contract period, which may be under warranty/AMC shall be deployed and monitored by the Successful Bidder as per the SLA and terms and conditions of the tender.
156. The System Integrator is allowed to sub-Contract some of the activities mentioned in the Contract scope only after approval from the Client. The sub-Contracting should be limited to only one level. In case of any deviations, penalties may be imposed.
157. During the Contract period, any additional internet bandwidth as required in the name of Client is to be provided by the System Integrator at the rates finalised in the tender.
158. During the Contract period, if any tariff reduction is announced by TRAI or the operators, the same has to be extended by the System Integrator to the internet bandwidth and services.
159. After the expiry of Contract period, it may be extended to maximum of two quarter at same quarterly cost in the Last Quarter, at the discretion of the Client. In case of any further extensions, the same may be done at a mutually agreed rate.

#### Dispute Resolution

160. The Client and the System Integrator shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
161. If, after Thirty (30) days from the commencement of such direct informal negotiations, the Client and the System Integrator have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses.
162. In the case of a dispute or difference arising between the Client and the System Integrator relating to any matter arising out of or connected with this Contract, such dispute or difference shall be resolved in accordance under The Arbitration and Conciliation Act, 1996 (amended in 2015) and as amended from time to time.
163. The party raising the dispute shall bear the costs related to filing and proceedings of the Arbitration.
164. The Client may terminate this Contract, by giving a written notice of termination of minimum 30 days, to the System Integrator, if the System Integrator fails to comply with any decision reached consequent to this process.
165. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under any proceedings, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.



### Limitation of the System Integrator's Liability towards the Client

166. Except in case of gross negligence or wilful misconduct on the part of the System Integrator or on the part of any person or company acting on behalf of the System Integrator in carrying out the Services, the System Integrator, with respect to damage caused by the System Integrator to Client property, shall not be liable:
- a) for any indirect or consequential loss or damage; and
  - b) For any direct loss or damage that exceeds (A) the total payments payable under his Contract to the System Integrator hereunder, or (B) the proceeds the System Integrator may be entitled to receive from any insurance maintained by the System Integrator to cover such a liability, whichever of (A) or (B) is higher.
167. This limitation of liability shall not affect the System Integrator liability, if any, for damage to Third Parties caused by the System Integrator or any person or firm / company acting on behalf of the System Integrator in carrying out the Services.

### Conflict of interest

168. The System Integrator shall disclose to the Client in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the System Integrator or the System Integrator's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### Severance

169. In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

### Governing Language

170. The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

### "No Claim" Certificate

171. The System Integrator shall not be entitled to make any claim, whatsoever against the Client under or by virtue of or arising out of, this Contract, nor shall the Client entertain or consider any such claim, if made by the System Integrator after he shall have signed a "No claim" certificate in favour of the Client in such forms as shall be required by the Client after the works are finally accepted.

### Publicity

172. The System Integrator shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Client first gives the System Integrator its written consent.

### Force Majeure

173. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
174. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been

foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Client will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the System Integrator in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

175. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### Exit Management

176. For the completion of the Contract period or extension thereof, the current System Integrator shall follow the Exit Management Plan given below.
- a) Selection of the System Integrator for the period beyond the current Contract (hereinafter referred to as 'New SI') by Client. The current System Integrator can also bid for the same.
  - b) Submission of reports on the history of physical infrastructure / IT hardware / software by the Current System Integrator to Client.
  - c) Specification of configuration changes (based on the approval of Client) with necessary document proof by the current SI.
  - d) Submission of documentation on the current configuration to IDMS application, hardware, etc.
  - e) Verification and acceptance of documentation with respect to the physical inventory by Client.
  - f) Deployment of resources at the Client and Data Centre / Cloud, etc. by the New System Integrator to meet the SLA requirements.
  - g) Current System Integrator has to co-ordinate with the New System Integrator for smooth rollout.
  - h) Parallel run by the New System Integrator and Current System Integrator for a period of 1 month to 3 months. The Current System Integrator has to provide necessary training to the New System Integrator for smooth takeover of operations.
  - i) The Current System Integrator shall transfer in good and working condition, all equipment (without any liability) necessary for the proper and normal operation of the Data Centre / Cloud, etc. to Client.
  - j) Any confidential Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Client, Project's Intellectual Property Rights; any other project data and confidential information related to Client shall be transferred to Client. A due diligence may be carried out by Client or New System Integrator on the transition of all the information (including but not limited to documents, records and agreements) relating to the Office to the Client.
  - k) In case of any Contract extension beyond the Contract period, the same shall be made effect as per the clause mentioned in the "Special terms"

#### Exit Management Purpose

177. This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, the Project Implementation, Operation and Management SLA. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

#### Transfer of Assets

178. SI shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of Contract, or termination of the SLA. All the assets / software / licenses procured shall be the property of the Client at all times.

#### Cooperation and Provision of Information

179. Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("Providing Party") to this Agreement or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and cooperation:
- does not require material expenditure by the Providing Party to provide the same;
  - is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
  - cannot be construed to be Confidential Information; and
  - is capable of being provided by the Providing Party.
180. Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.
181. During the exit management period System Integrator will allow Client access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

#### Confidential Information, Security and Data

182. The System Integrator will promptly on the commencement of the exit management period, supply to the Client 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 Project's Intellectual Property Rights; any other data and confidential information related to Client;
  - Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing System Integrator in a readily available format.
183. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and its nominated agencies, or its Replacing System Integrator to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, or its Replacing System Integrator (as the case may be).

#### Employees

184. Promptly on reasonable request at any time during the exit management period or earlier, the System Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client a list of all employees (with job titles and communication address and mobile numbers, including all personal details available) of the SI, dedicated to providing the services at the commencement of the exit management period;
185. To the extent that any Transfer Regulation does not apply to any employee of the SI, Client or Replacing System Integrator may make an offer of employment or Contract for services to such employee of the System Integrator and the System Integrator shall not enforce or impose any Contractual provision that would prevent any such employee from being hired by the Client or any Replacing SI.

#### Rights of Access to Information

186. At any time during the exit management period, the System Integrator will be obliged to provide an access of information to Client and / or any Replacing System Integrator in order to make an inventory of the Assets (including hardware / Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogue, archive data, IP addressing, Live data, policy documents or any other material related to Client Project.

#### Exit Management Plan

187. SI shall provide Client 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 SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - b) Plans for the communication with such of the SI, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
  - c) Plans for provision of contingent support to Client Project and Replacement System Integrator for a reasonable period (minimum one month) after transfer.
188. SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
189. Each Exit Management Plan shall be presented by the System Integrator to and approved by Client or its nominated agencies.
190. The terms of payment as stated in the Terms of Payment Schedule include the costs of the System Integrator complying with its obligations under this Schedule.
191. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.
192. During the exit management period, the System Integrator shall use its best efforts to deliver the services.
193. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
194. This Exit Management plan shall be furnished in writing to Client or its nominated agencies within 15 days from the receipt of notice of termination or one month prior to the expiry this Agreement.

#### General

#### Relationship between the Parties

195. Nothing in this Contract constitutes any fiduciary relationship between the Client and System Integrator/System Integrator's Team or any relationship of employer employee, principal and agent, or partnership, between the Client and System Integrator.
196. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
197. The Client has no obligations to the System Integrator's Team except as agreed under the terms of this Contract.

#### No Assignment

198. The System Integrator shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Client.

#### Survival

199. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Client notifies the System Integrator of its release from those obligations.

#### Entire Contract

200. The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

#### Governing Law

201. This Contract shall be governed in accordance with the laws of India.

#### Jurisdiction of Courts

202. The Competent court in Ujjain have exclusive jurisdiction to determine any proceeding in relation to this Contract.

#### Compliance with Laws

203. The System Integrator shall comply with the laws in force in India in the course of performing this Contract.

#### Notices

204. A “notice” means:

- a) a notice; or
- b) a consent, approval or other communication required to be in writing under this Contract.

205. All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified / registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered to Client, at:

Chief Executive Officer  
Ujjain Smart City Limited  
Mela Office, Kothi Road, Ujjain – 464010  
ujjainsmartcity@gmail.com

To System Integrator at:

<Address>

<Phone :>

<Fax :>

206. Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

#### Waiver

207. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

208. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

209. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

Modification

210. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

Application

211. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

IT Act 2000

212. Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act, 2000 and Aadhaar Act, 2016 as amended time to time by the Government of India and rules framed there under.

IN WITNESS WHEEOF BOTH THE PARTIES OF THIS AGREEMENT have hereunto set their hands and seal the day, month, and year first above written.

Signed, sealed and delivered for and on behalf of  
**M/s**

NAME  
DESIGNATION

Signed, sealed and delivered for and on behalf of  
**M/s**

NAME  
DESIGNATION

In the presence of Witnesses:

1. Signature  
Name:  
Address

2. Signature  
Name:  
Address

Signed, sealed and delivered for and on behalf of  
**UJJAIN SMART CITY LIMITED**

EXECUTIVE DIRECTOR

In the presence of Witnesses:

1.

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2.

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3.

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4.

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5.

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6.

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Ujjain Municipal Corporation / Ujjain Smart City Limited

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7. Team Leader / Project Manager  
Project Development and Management Consultants  
Ujjain Smart City Limited



## 5 Bid Forms

### 5.1 Instructions to Bidders for Preparing the Bid Forms

The Bidders are requested to prepare their Bid documents in the formats as mentioned below. In preparing its bid, the Bidder must ensure all such information is provided and that the typographical aides are removed.

The Bidders are required to ensure that all documents provided are verifiable authentic documents. Any forging of documents may lead to immediate disqualification and other legal penalties. When requested by the Purchaser, the Bidders must supply originals of the documents so as to be verified against the submitted documents and should supply references so as to have the authenticity of the documents submitted verified.

The Bidders should also note that they should submit all documents to meet the requirements under this RFP. The Client would not accept any documents or amendments to documents, except as per the procedure specified in this RFP.

Bidders need not provide the Performance Security Bank Guarantee with their bids. Only the Bidder selected for award by the Client will be required to provide these securities.

All the pages (including documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered

The forms should be prepared in such a way so as to enable the evaluation committee to easily assess the bid documents.

#### Bid Checklist

Sl. No.	Check List Item	Requirement		To be filled in by the Bidder	
		Online	Hard Copy	Available with the bid	Page Number of the Bid
A	General				
1	Filled In Bid Checklist	✓	✓		
2	Document Fees	✓	Copy only		
3	EMD Copy	✓	Copy only		
B	Pre-Qualification / Eligibility Bid / Proposal				
1	Cover Letter	✓	✓		
2	Copy of Registration Certificate	✓	✓		
3	Copy of GST Registration	✓	✓		
4	Certificate as to Turnover	✓	✓		
5	Experience Credentials	✓	✓		
C	Technical Bid / Technical Proposal				
1	General Information	✓	✓		
2	Relevant Past Experience	✓	✓		

Sl. No.	Check List Item	Requirement		To be filled in by the Bidder	
		Online	Hard Copy	Available with the bid	Page Number of the Bid
3	Proposed Personnel	✓	✓		
4	Hardware and Software List	✓	✓		
5	Manufacturers Authorization Forms	✓	✓		
6	Technical Approach and Methodology	✓	✓		
7	Unpriced Bill of Material	✓	✓		
8	Marketing Material / Literature for all products mentioned	✓	✓		
D	Financial Bid / Financial Proposal				
	Financial Bid to be submitted online only.	✓	-	-	-

## 5.2 Pre-Qualification / Eligibility Bid / Proposal Forms

### 5.2.1 Cover Letter

To

Executive Director  
Ujjain Smart City Limited (USCL)  
Simhastha Mela Office, Kothi Road,  
Ujjain (M.P)

Date:

Subject: Proposal / Bid for <<INSERT NAME OF ASSIGNMENT>>

RFP Reference No: XX

Dear Sir or Madam,

With reference to your RFP Reference No. XX, Title “”, we hereby submit our Proposal for the same.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply the criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.

We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We agree to abide by our offer for a period of 180 days from the date of opening of prequalification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

#### *EMD and Tender Fee*

We have submitted EMD of INR [ ] in the form of [.....] and Tender fee of INR [ ] online through e-Tendering Portal ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)),

We further confirm that our firm has no legal case pending in any court for winding up the company in India or elsewhere.

#### *Declaration regarding Blacklisting*

We hereby confirm that our firm has not been blacklisted any public sector body in India. We confirm that we do not have any terminated contracts during the past 5 years due to non-performance from the following:

- The Central, State and Local Government bodies in India,
- Any Smart City SPV,
- Any Public Sector Undertaking

We also confirm that the above applies to all parent and subsidiary organizations of the applicant firm.

#### *Firm Prices*

We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

#### *Declaration regarding Technical Man-power*

We declare that our organization has <INSERT NUMBER (IN WORDS)> Full-time professional (Technical/Engineering, Managerial, Other required professionals) staff engaged in Similar projects.

#### *Complaints against Competition*

We declare that in case we have any objections towards any other firm participating in this tender, we shall communicate in detail the same, in writing, within seven calendar days from the date of opening of Technical Bids.

#### *Relationship with Clients and Consultants*

We declare that we do not have any existing business or other relations with the following entities and that we are not engaged in any activities that will otherwise affect the execution of the assignment:

1. Client: Ujjain Smart City Limited (Owned and Controlled by the Ujjain Municipal Corporation, the Government of Madhya Pradesh and Government of India). (CIN: U75100MP2016SGC041772)
2. Consultants: IPE Global Limited (CIN: U74140DL1998PLC097579)
3. Consultants: PricewaterhouseCoopers Pvt. Ltd. (CIN: U74140WB1983PTC036093) or any of the PwC network firms.

We also declare that should we become aware of any changes in our business relationships with the Consultants, the same shall be declared to you at the earliest possible opportunity, in writing.

#### *Bid Acceptance*

In the event of acceptance of our bid, we do hereby undertake:

- To supply the products and commence services as stipulated in the RFP document
- To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Bank Guarantee in the form prescribed within 15 days of issue of LOA.

*Availing Benefits as a Start-up*

[We confirm that we are a start-up and have registered under the Department of Industrial Policy and Promotion. Our Certificate Number is [XXXX] and the Entity Name is [XXXXXX].]

[We confirm that we are a start-up and have registered under the Department of Industrial Policy and Promotion, our registration is awaited and the Reference Number for verifying the application status is [XXXX]. We confirm that we shall inform you of the outcome of the application within 7 days of receipt]

[We confirm that we are not claiming any benefits as a start-up under this procurement]

*[Strikeout whichever is not applicable]*

*No Deviations*

We confirm that no technical deviations or any other conditions are attached here with our financial offer.

We fully understand and agree to comply that on verification, if any of the information provided in our bid 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, and further being barred / black-listed by the Authority for doing business with it.

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

In case of any clarifications please contact \_\_\_\_\_ email \_\_\_\_\_, Mobile Number \_\_\_\_\_.

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I \_\_\_\_\_, the [OFFICE HOLDER - Company Secretary / Managing Director] of \_\_\_\_\_, certify that \_\_\_\_\_ who signed the above Bid is authorized to do so and bind the company by authority of its board / governing body.

Date:

Signature:

(Company Seal)

(Name)

Alternately, a copy of the Board Resolution as to the Authorized signatory may be attached.

### 5.2.2 Copy of Certificate as to Legal Entity

Bidders are requested to attach a copy of the Registration Certificate under the laws of the country. In case the Bidder organization(s) have gone any Name change, a copy of the Name Change Certificate should also be attached.

### 5.2.3 Copy of GST Registration Certificate

Bidders are requested to attach a copy of the (provisional) GST Registration Certificate.

### 5.2.4 Copy of ISO certificate

Bidders are requested to attach a copy of the valid ISO certificate.

### 5.2.5 Copy of CMM certificate

Bidders are requested to attach a copy of the valid CMM certificate.

### 5.2.6 Certificate as to Turnover

Bidders are requested to attach a copy of the certificate from the Chartered Accountant certifying the turnover of the Lead Member. The following format may be considered:

Sl. No.	Financial Year	Turnover	Remarks
1	2016-17		In case of provisional figures, please specify so.
2	2015-16		
3	2014-15		
4	2013-14		

### 5.2.7 Experience

The following documents should be submitted as part of the Experience

- A project information sheet.
- Copies of documentary evidence, including but not limited to contracts, work orders, client certificates, completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

Format of Project Information Sheet:

Name of Bidder: (Lead Bidder only)		
Project Citation #:		
1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	

3.	Purchaser address
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)  Currency            Currency            Currency
7.	Equivalent amount INR Total contract: INR_____;      Subcontract: INR_____;      Partner share: INR_____;
8.	Date of award/completion
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).
10.	Contract was completed US\$ _____ equivalent under/over original contract amount (if over, provide explanation).
11.	Special contractual/technical requirements.
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.
13	Number of Vehicle Covered



### 5.3 Technical Bid / Proposal Forms

#### 5.3.1 General Information Form

All firms that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the other relevant information Forms

1.	Name of firm	
2.	Head office address	
3.	Contact Address	
4.	Telephone	Contact
5.	Fax	Telex
6.	Website	
7.	Place of incorporation / registration	Year of incorporation / registration
8.	Name, Designation, Address and Contact Details (Telephone, E-Mail Address, FAX) of the contact person to whom all references shall be made regarding this RFP:	

Qualification of the Firm (Certifications, etc.)		
Name		
1.	ISO Certification	
2.	CMM Certification	
5.		

<<Attach Copy of ISO, CMM Certificate, and other certificates as applicable. Certificate should be valid as on Bid submission date and the selected bidder should agree to have the certificate valid till the contract period. >>

#### List of Proposed Sub-Contractors

#	Item	Proposed Subcontractor	Place of Registration & Qualifications

#### 5.3.2 Relevant Past Experience

The following documents should be submitted as part of the Experience

- A project information sheet.
- Copies of documentary evidence, including but not limited to contracts, work orders, client certificates,

completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

- In case of the mobile application and supporting web based applications, the screen-prints of the application should be attached in addition to a brief write-up about the application.

#### Format of Project Information Sheet:

Name of Bidder / JV partner:		
Project Citation #:		
Criteria addressed as per RFP.		
1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)  Currency            Currency            Currency	
7.	Equivalent amount INR Total contract: INR_____;      Subcontract: INR_____;      Partner share: INR_____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US\$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.	
13.	Number of Vehicles Covered	
14.	Criteria against which the project is proposed to be evaluated as per the RFP	

#### 5.3.3 Proposed Personnel, Candidate Summary and CV's

1.	Title of position
----	-------------------

	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
2.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
3.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)

## Candidate Summary

Detailed CV for each position as mentioned above should be provided. No CV should be more than 5 pages.

Position		
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer
Past employment (Please repeat as required)	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

5.3.4 Hardware and Software List

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

Hardware Item	Model, Make, Identifying Information	Key Configurations Details (Please attach data sheet)	Quantity Proposed

Custom Materials (Hardware and Software)


### 5.3.5 Manufacturers Authorization Form

Manufacturers Authorization Form is required for any material / software, etc. bidder proposes as part of the contract but is not manufactured or produced or developed by them.

Date:

Tender No and Name:

To: Executive Director,

Ujjain Smart City Limited

WHEREAS \_\_\_\_\_ who are official producers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us, for the quantities, specifications and delivery schedule called for by the Supply Requirements associated with the above Invitation for Bids:

We hereby extend to you a full guarantee and warranty, Defect Liability, of the Conditions of Contract and with our own standard product warranty, and duly authorize the Bidder to act on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Bidder in relation to this Invitation for Bids.

We also certify that the Bidder is qualified by us to provide the following maintenance, technical or help desk support, new version upgrade and/or other services related to the above-listed Products in accordance with Scope of the System, and the Conditions of Contract:

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Note: This letter of authority must be on the letterhead of the Producer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

### 5.3.6 Technical Approach and Methodology

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

Key details on the following are required as part of this section:

- Detailed Approach and Methodology
  - o Approach to Project and Delivery Management
  - o Development and Roll out methodology
  - o Use of existing infrastructure and resources
  - o Database Design and Data Modelling
  - o Security Features and Architecture
  - o Approach to Testing and Roll out
  - o Operations and Maintenance Support
  - o Other discussions as required by the Bidder
- Enhancement to Specifications
- User Interface and User Experience
- Work Plan
- Operations and Maintenance Plan
  - o Escalation Matrix
- Quality Control Plan
- Training Plan
- Reports, etc.
  - o Sample Reports generated from MIS
  - o Dashboards
  - o Business Intelligence
  - o Reports generated from System
  - o Testing - Load Testing / Performance Testing
  - o MobileApps
  - o Other Items as required.
- Service Level Agreements
  - o A brief note on each of the Service Level Agreements, how the Bidder proposes to meet it, any additional better SLA's that the bidder proposes to meet as part of Contract
  - o New SLA's that the bidder proposes to bear.
  - o Other discussions as required by the Bidder.
- Innovative Ideas in Project Execution
- Any other information

### 5.3.7 Un-priced Bill of Material

The Bidder is requested to provide the entire Bill of Material, without any price information in this table.



A detailed unpriced Bill of Material is required to be provided.

The Bidders should note that even if some of the items are not mentioned in this unpriced Bill of Material, if required to perform the works as stated in the RFP, the same would be required to be provided.

Sl. No.	Equipment Description	Make / Model	Manufacturer	Quantity Proposed.

## 5.4 Financial Bid Forms

The following Financial Bid Form is provided for guidance purposes only. The Bidders are requested to fill ONLY the form available ONLINE.

Sl. No.	Description	Unit	Quantity	Rate (INCLUSIVE OF ALL TAXES, DUTIES AND LEVIES AND EXCLUSIVE OF GST)	Amount
A	B	C	D	E	F = D * E
1	CAPEX ITEMS				
A1	Internet / Intranet and setup Costs	Lumpsum			
A2	Migration to DC and DR Cloud of Integrated Command and Control Centre	Lumpsum			
B1	Complex App and Website: Ujjain Tourism App	Number	1		
B2	Medium Complex App and Website: Park Me Portal /Mobile App, Vehicle Emergency Assistance App, Medical Facility Lookup, Ujjain SchoolApp, Citizen Grievance / Suggestions	Number	5		
B3	Simple App and Website: Contact Us / Directory Services	Number	1		
C	Help Desk	Lump sum			
D	Personnel Costs				
D1	Project Manager	Lump sum			
D2	Business Analyst	Lump sum			
D3	UI / UX Designer	Lump sum			
D4	Content Creator / Content Manager	Lump sum			
D5	Trainer	Lump sum			
D6	Support Specialist	Lump sum			
D7	Mobile Application / Software	Lump			

Sl. No.	Description	Unit	Quantity	Rate (INCLUSIVE OF ALL TAXES, DUTIES AND LEVIES AND EXCLUSIVE OF GST)	Amount
A	B	C	D	E	F = D * E
	Support Specialist	sum			
D9	Data Entry Operator	Lump sum			
D10	Other Experts	Lump sum			
E	Play Store Registration	Lump sum			
F	iOS Store Registration	Lump sum			
G	Security Audit	Lump sum			
H	Documentation, etc.	As required			
I	Miscellaneous	Lump sum			
2	O&M				
A1	Hosting at Bidders own DC and DR infrastructure  (In case this hosting is required for a lesser / more time, proportional payments shall be made)	Year	1		
A2	Maintenance and Support for Data hosted in DC and DR cloud of Integrated Command and Control Centre  (In case this hosting is required for a lesser / more time, proportional payments shall be made)	Year	2		
B1	Complex App and Website: Ujjain Tourism App	Year	1		
B2	Medium Complex App and Website: Park Me Portal /Mobile App, Vehicle Emergency Assistance App, Medical Facility Lookup, Ujjain School App, Citizen Grievance / Suggestions	Year	3		
B3	Simple App and Website: Contact	Year	1		

Sl. No.	Description	Unit	Quantity	Rate (INCLUSIVE OF ALL TAXES, DUTIES AND LEVIES AND EXCLUSIVE OF GST)	Amount
A	B	C	D	E	F = D * E
	Us / Directory Services				
C	O&M for Help Desk Software	Year	3		
D	Personnel Costs				
D1	Project Manager	Year	3		
D2	Business Analyst	Year	3		
D3	UI / UX Designer	Year	3		
D4	Content Creator / Content Manager	Year	3		
D5	Trainer	Year	3		
D6	Support Specialist	Year	3		
D7	Mobile Application / Software Support Specialist	Year	3		
D9	Data Entry Operator	Year	3		
D10	Other Experts	Year	3		
E	Documentation, etc.	Year	3		
F	Re-Registration / Continuity of registration on Play Store and iOS Store	Year	3		
G	Miscellaneous	Year	3		
		TOTAL			

## 6 Miscellaneous

### 6.1 Deed of Indemnity

<<To be executed by the System Integrator on a Non-Judicial Stamp Paper>>

Subject to Conditions mentioned below, the System Integrator [ ] (collectively referred to as the "Indemnifying Party or the SI") undertakes to indemnify **Ujjain Smart City Limited** and other associated entities (the "Indemnified Party or Parties" as the case maybe) from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity attributable to system Integrator's negligence or wilful default in performance or non-performance under this Agreement. If Client promptly notifies SI in writing of a third party claim against Client that any Service provided by the SI infringes a copyright, trade secret or patents incorporated in India of any third party, SI will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. The System Integrator shall hold Client harmless towards any claim or damage or infringement from any third parties in relation in case of any breach of IPR / Patent rights etc.

#### Conditions

The indemnities set out in shall be subject to the following conditions:

- I. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- II. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- III. if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- IV. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; All settlements of claims subject to indemnification under this Clause will:
  - A. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - B. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- V. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- VI. 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;
- VII. 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 and defences of the Indemnified Party with respect to the claims to which such indemnification

relates; and

If a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

IN WITNESS WHEREOF THE SYSTEM INTEGRATOR have hereunto set their hands and seal the day, month, and year first above written.

Signed, sealed and delivered for and on behalf of

**M/s**

NAME  
DESIGNATION

Signed, sealed and delivered for and on behalf of

**M/s**

NAME  
DESIGNATION

In the presence of Witnesses:

1. Signature  
Name:  
Address
  
2. Signature  
Name:  
Address

## 6.2 Non-Disclosure Agreement

<<To be executed by the System Integrator on a Non-Judicial Stamp Paper>>

This Non-Disclosure Agreement ("Agreement") is made and entered into \_\_\_\_ day of <<Month>>, 2017 by and between

Ujjain Smart City Limited having its office at Mela Karyalaya, Kothi Road, Ujjain 464010, Madhya Pradesh (hereinafter referred to as "USCL" which expression shall include its successors and permitted assignees) of the First Part.

and

[INSERT COMPLETE LEGAL NAME OF THE SYSTEM INTEGRATOR] having its registered office at [INSERT THE REGISTERED ADDRESS OF THE SI] (hereinafter referred to as "System Integrator" which expression shall include its successors and permitted assignees) of the Second Part.

USCL and System Integrator are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS, through a competitive bidding process USCL has selected the System Integrator to implement [INSERT PROJECT NAME] for USCL and have entered into an Agreement dated..... (hereinafter the "Master Agreement") in this regard.

AND WHEREAS USCL may disclose to the System Integrator certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Master Agreement, Parties agree as follows:

### 1. Definitions

- a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by USCL to System Integrator, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, logo, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, sales figures, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes, bio-metric records and other intellectual property relating to the USCL's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by System Integrator in connection with the USCL's information or sensitive personal information as defined under any law for the time being in force.
- b) The term, "USCL" shall include the officers, employees, agents, consultants, contractors and representatives of USCL, including other government departments for which USCL may be rendering its services, and its successors and permitted assignees.
- c) The term, "System Integrator" shall include the directors, officers, employees, agents, consultants, contractors, sub-contractors, sub-implementation agencies and representatives of System Integrator, including its affiliates, subsidiary companies and permitted assigns and successors.

### 2. Protection of Confidential Information

With respect to any Confidential Information disclosed to System Integrator or to which System Integrator has



access, System Integrator agrees that it shall:

- a) Use the Confidential Information only for accomplishment of the services to be performed under the Master Agreement and in accordance with the terms and conditions contained herein;
- b) maintain strict confidentiality of the Confidential Information and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event shall take less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c) Not make or retain copy of any Confidential Information except as necessary, under prior written permission from USCL, in connection with the services to be performed under the Master Agreement, and ensure that any such copy is immediately returned to USCL even without express demand from USCL to do so;
- d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of USCL except as provided in clause 6 below; and
- e) Return to USCL, or destroy, at USCL's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:
  - i. expiration or termination of the Master Agreement, or
  - ii. on request of USCL.
- f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between USCL and System Integrator or the nature of services to be provided by the System Integrator to USCL except with the written consent of USCL.

### 3. Exception

The aforesaid obligations of confidentiality shall not apply to the following information:

- i. which has become generally available in the public domain without breach of this Agreement by the System Integrator; or
- ii. which at the time of disclosure to System Integrator was known to System Integrator free of confidentiality restriction as evidenced by documentation in System Integrator's possession; or
- iii. which USCL agrees in writing is free of such confidentiality restrictions; or
- iv. which has been received from a third party who owes no obligation of confidence in respect of such information; and
- v. which is directed to be disclosed by a court of competent jurisdiction or by a governmental or regulatory authority provided that System Integrator have given prior prompt notice in writing to USCL of such disclosure;

### 4. Onus

System Integrator shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 3 above.

### 5. Remedies

System Integrator acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by System Integrator would be a breach of this Agreement and may cause immediate and irreparable harm to USCL; (b) damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by USCL may be impossible to calculate and remedy

fully. System Integrator acknowledges that in the event of such a breach, USCL shall be entitled to specific performance by System Integrator of System Integrator's obligations contained in this Agreement. System Integrator shall recompense USCL for any loss of revenue arising out of or in any way relate to, or result from breach of obligations under this Agreement by System Integrator. USCL reserves the right to adopt legal proceedings, civil or criminal, against the System Integrator in relation to a dispute arising out of breach of the confidentiality obligations of the System Integrator under this Agreement.

#### 6. Need to Know

System Integrator shall restrict disclosure of Confidential Information to its employees and/or consultants and/or sub-consultants who have a need to know such information for accomplishment of services under the Master Agreement provided such employees and/or consultants and/or sub-consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of USCL.

#### 7. Intellectual Property Rights Protection

No license to System Integrator, under any trademark, patent, copyright, design right or any other intellectual property right is either granted or implied by the conveying of Confidential Information to System Integrator.

#### 8. Authority

Parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

#### 9. Governing Law

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Ujjain, India only.

#### 10. Amendments

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

#### 11. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in force and effect.

#### 12. Waiver

If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13. Survival

System Integrator agrees that all of its obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of the Master Agreement.

14. Term

This Agreement shall come into force on the date first written above and, subject to aforesaid clause 13, shall remain valid up to expiry or termination of the Master Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the Parties have executed this Agreement to make it effective from the date and year first written above.

For Ujjain Smart City Limited

For System Integrator

Executive Director

WITNESSES:

1.

1.

2.

2.

### 6.3 Format for Performance Bank Guarantee

<<TO BE EXECUTED UPON A BANK IN UJJAIN>>

Form of Bank Guarantee for Performance Security

Bank Guarantee No. \_\_\_\_\_ Date: \_\_\_\_\_

This deed of performance guarantee made this ..... (date / month / year) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the M/s. UJJAIN SMART CITY LIMITED (hereinafter referred to as the USCL) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, USCL, has awarded a Contract bearing No. \_ \_ \_ \_ \_ dated \_ \_ \_ on M/s. \_\_\_\_\_ (Name and address of the party) (Hereinafter referred to as the 'System Integrator') [INSERT PROJECT NAME]. And whereas, the System Integrator has agreed to submit a performance guarantee in the form of a Bank Guarantee to the USCL, in terms and conditions of Letter of intent/Notification of award No. .... dated ....., which will be kept valid up to 72 calendar months from the date of Bank Guarantee. And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the USCL, and the System Integrator.

In consideration of the USCL., having agreed to award the contract, we \_\_\_\_\_ name of the Bank), do hereby guarantee, undertake, promise and agree to with the USCL, its legal representatives, successors and assignees that the within named (name of the System Integrator) their legal representatives and assignees will faithfully perform and fulfil everything within the Bidding Document and the Contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the USCL, of Rs. \_\_\_\_\_ (Rupees only) being the 10% of the contract value, in case the System Integrator, their legal representatives and assignees do not faithfully perform and fulfil everything within the Letter of intent/Notification of award on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations there under.

In case, the fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the USCL, is entitled to demand an amount equal to 10% of the Contract value from the System Integrator and the demand made by the USCL, by itself will be conclusive evidence and proof that the System Integrator has failed to perform or fulfil his obligations and neither the System Integrator nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to an amount equal to 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the USCL , stating that the amount claimed is due by way of non – performance of the contractual obligations as aforesaid by the System Integrator or by reason of the System Integrator's failure to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees only) being the amount equal to 10% of the total contract value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period up to \_\_\_\_\_ from the date of Bank guarantee and till the USCL , certifies that the terms and conditions of the said contract have been fully and properly carried out by the said System Integrator and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the USCL, on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agreed with the USCL, that the USCL, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract to extend the time of performance by the said System Integrator from time to time or postpone for any time and any of the power exercisable by the USCL, against the System

Integrator and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said System Integrator, or for any forbearance, act or omission on the part of the USCL, to the said System Integrator by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the USCL, may have or hereafter possess in respect of the goods supplied/work executed or intended, to be supplied/executed and the USCL, shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the USCL, may be entitled to be receiving or have a claim upon and the USCL, at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the USCL, on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the bank at its address by Registered Post acknowledged due as proof having delivered shall be deemed to have duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the USCL, in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees only).

The Guarantee shall remain in force until \_\_\_\_\_ and a claim is performed against the bank within three months from the said date all rights under the guarantee shall cease and the Bank shall be released and discharged from all liabilities here under.

NOT WITH STANDING anything contained herein:

Over liability under this guarantee shall not exceed Rs. \_\_\_\_\_

This bank guarantee shall be valid up to \_\_\_\_\_ and

We, (name of the Bank), are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if USCL, serve upon us (name of the Bank), a written claim or demand on or before

\_\_\_\_\_

\_\_\_\_\_

(Signature with Seal)

Place:

Date:

Code No.

#### 6.4 Format for Earnest Money Deposit Guarantee

<Bidders also have the choice to submit an original Fixed Deposit Receipt, in the name of Executive Director, Ujjain Smart City Limited in lieu of the EMD Bank Guarantee>

Date: dd/mm/yyyy

To,

Executive Director,  
Ujjain Smart City Limited,  
Mela Karyalaya, Kothi Road – Ujjain – 456010

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at ..... or (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for “Selection of Implementation Agency for Integrated Traffic Management System (ITMS) in Ujjain City”

KNOW ALL MEN by these presents that WE <<Name of Bank>> of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Ujjain Smart City Limited (hereinafter called "the Client") in the sum of <<INSERT AMOUNT IN FIGURES AND IN WORDS>> for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2017

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
  - a. withdraws his participation from the Proposal during the period of validity of Proposal document;
  - b. fails to extend the validity if required as requested or
  - c. fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

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

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 90 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

**(Authorized Signatory of the Bank)**

**END OF DOCUMENT**

