



UJJAIN SMART CITY LIMITED, UJJAIN

REQUEST FOR PROPOSAL

for

SELECTION OF AGENCY FOR OPERATION AND MAINTANCE OF INTEGRATED TRAFFIC MANAGEMENT SYSTEM (ITMS) IN THE CITY OF UJJAIN

NIT No. USCL/404

RFP Publication Date: 01 November 2025

NOTICE INVITING TENDER

NIT No: USCL/404

Date: 01/11/2025

Ujjain Smart City Limited invites proposal from reputed organization for “Selection of Agency for O&M of Integrated Traffic Management System (ITMS) in the City of Ujjain”. Selection shall be based on QCBS method (70:30) as detailed in the RFP. Interested firms may submit their proposals on e-procurement portal i.e. www.mptenders.gov.in as per below mentioned details:

1.	Tender document Fee	₹ 15,000/- (through Online e-Tendering Payment Gateway only)
2.	Earnest Money Deposit	Rs. 3,60,000/-
3.	Last date to send in requests for clarifications on the tender	Pre-Bid Queries shall be sent to ujjainsmartcity@mpurban.gov.in as per format attached in <i>this RFP</i> before the pre-bid meeting date.
4.	Time, Date and Venue for Pre- Bid Conference & Site visit.	03:00 PM 14/11/2025 Site visit will also be conducted on same date. Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
5.	Last date for Purchase of Tender	01/12/2025 upto 17:00
6.	Bid (Technical and Commercial) Submission End Date (Online)	01/12/2025 upto 17:30
7.	Technical Bid Submission End Date (Physical)	NA
8.	Technical bids opening time, date and Venue	02/12/2025 after 17:00 Hrs Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
9.	Estimated Cost	Rs. 3.6 Cr
10.	Declaration of Technically Qualified Bidders for opening of commercial bid	To Be Declared Later

Executive Director
Ujjain Smart City Limited

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The issue of this RFP does not imply that the Authority is bound to select any Applicant or to appoint the Selected Applicant.

The Authority reserves the right to reject any or all the Proposals without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relate 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 Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Applicant, and the Authority shall not be liable in any manner whatsoever for the same, regardless of the conduct or outcome of the **QCBS-based Selection Process.**

1 Glossary

Terms	Meaning
ANPR	Automatic Number Plate Recognition
AMC	Annual Maintenance Contract
BOM	Bill of Material
BEC	Bidders Evaluation Committee
CAPEX	Capital Expenditure
CCTV	Closed Circuit Television
CEO	Chief Executive Officer
DD	Demand Draft
DC	Data Centre
ED	Executive Director
EMD	Earnest Money Deposit
INR	Indian Rupee
ITMS	Integrated Traffic Management System
ICCC	Integrated Command and Control Centre
ICT	Information and Communication Technology
IT	Information Technology
IP	Internet Protocol
LoI	Letter of Intent
MoU	Memorandum of Understanding
NPV	Net Present Value
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacture
ONVIF	Open Network Video Interface Forum
O&M	Operations and Maintenance
OPEX	Operational Expenditure
PBG	Performance Bank Guarantee
PDD	Proposal Due Date
PoC	Proof of Concept
PQ	Pre-Qualification
PA	Public Address
PSU	Public Sector Undertaking
PTZ	Pan Tilt Zoom
RFP	Request for Proposal
RLVD	Red Light Violation Detection
SVD	Speed Violation Detection
SI	Implementing Agency
SLA	Service Level Agreement
STQC	Standardisation Testing and Quality Certification
TEC	Technical Evaluation Committee
TQ	Technical Qualification
UPS	Uninterrupted Power Supply
USCL	Ujjain Smart City Limited
VMS	Variable Message Sign

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2 Introduction

Background

To implement the Smart Cities project, Ujjain Smart City Limited (USCL) (hereinafter referred to as the “Authority”), a Special Purpose Vehicle (SPV) formed under the Companies Act, 2013 for the Ujjain Smart City Project, has been entrusted with the planning and execution of various smart city initiatives aimed at transforming Ujjain into a technologically advanced and citizen-friendly city.

One of the primary objectives of USCL under the Smart City Mission is to enhance safety and security, improve traffic management, strengthen enforcement and monitoring mechanisms, ensure effective communication with commuters, and improve the efficiency of municipal and police services — thereby promoting a better quality of life for residents.

To achieve these objectives, USCL has developed a robust ICT-based Intelligent Traffic Management System (ITMS) that includes components such as Traffic Management Systems, Traffic Enforcement and Monitoring, Surveillance Systems, Public Address Systems, and E-Challan Systems across the city.

USCL had earlier appointed M/s Technosys Integrated Solutions Pvt. Ltd. to establish these priority initiatives under the Smart City Mission, including the setup of the Integrated Traffic Command Centre (ITCC) and associated smart elements. The existing Operation & Maintenance (O&M) contract for this system is due for completion in November 2025.

USCL now intends to select and appoint a competent Agency/Operator for the Operation and Maintenance (O&M) of the existing ITMS infrastructure at Ujjain for a period of one (1) year.

The selection of the Agency shall be carried out through the Quality and Cost-Based Selection (QCBS) method, in which a weightage of 70% will be assigned to the Technical Proposal and 30% to the Financial Proposal. The selected Agency will be responsible for ensuring the seamless operation, maintenance, and performance optimization of the ITMS, including all hardware, software, field devices, communication networks, and control centre components as defined in this RFP.

2.1.1 Project Objectives

- a. Takeover of the existing Integrated Traffic Management System Infrastructure from the Operations and Maintenance perspective – 35 Locations (RLVD/ANPR/Surveillance/PAS/ECB)
- b. Operations and Maintenance of Traffic Signal Systems at identified strategic junction and integrated them with IT CCC – 16 Junctions, 35 Locations
- c. Operations and Maintenance of Adaptive Traffic Control System at identified strategic junction and integrated them with IT CCC – 16 Junctions
- e. Integration support of ITCCC with ICCC, Police Control Room, NIC (Vaahan, etc), RTO, WhatsApp, other if any.
- f. Operations and Maintenance of the entire ICT/Non ICT infrastructure under ITMS for a period of 1 Year extendable up to another 1 Year.

2.1.2 Project Component

2.1.2.1 Components & Services Overview

2.1 Hardware Licenses Status

Device	License	License Current Status
	Expired Date	
Switch		Permanent
Firewall (Primary)	2024	Available
Firewall (Secondary)	2024	Available
Storage - C1		Permanent
Storage - C2		Permanent
Router (Primary)		Permanent
Router (Secondary)		Permanent
UCS - Active		Permanent
UCS-Standby		Permanent

Devices Make and Model

Sr. No.	Component	Description	Manufacturer
1	Traffic Light	12VDC, Hi-Flux	Yemota
2	Traffic Controller	12VDC, Master-Slave combination for Individual Pole ITSPE Controller as a Centralised to drive yemota Zigbee controller	Yemota ITSPE
3	Traffic Software	ITSPE	ITSPE
4	ECB	POE Based	Zenitel, Vingtor- Stentofon
5	VMD	Novastar T2, Qangli LED-Lamp Failure (32 Qty) Lightboard, Local LED-No Lamp Failure (8Qty)	Sensecure
6	ITMS Solution	Videonetics	Videonetics
7	PAS	Ahuja	Ahuja
8	Camera	Infinova, Illustra	Infinova
9	LPU	Dinalog	Dinalog
10	UPS	Numeric	Numeric

ANPR	INFINOVA
RLVD / EVIDANCE	INFINOVA
PTZ	ILLUSTRA
Speaker (PAS)	Ahuza
ODC (Pole Mount)	Mini
	Dynamic
	VaMS ODC
LPU (for ITMS)	Dynalog Nuvo - 5501
Switch (4 PoE Port) D-LINK/other	PROLINK
	TP-LINK
	Airpro
	D Link
Switch (8 Port) CISCO	IE 4000 Series
ECB Device	ZENITAL TCIS - 5
Pedstrial	Walk
	Stop
Power meter connectivity	1 KVA
UPS (1Kva)	BPE
	CONSUL
	PROSTARM
	NUMRIC
Battery (42 Ah)	HBL
	Exide
	amaron
Battery (65 Ah)	QUANTA
	AMARON
	Exide
Battery (100 Ah)	AMARON , QUANTA
Traffic signal Aspects	Red
	Amber
	Green
	CDT

2.3 Devices Current Status

S.No	NAME OF DEVICES		Total Devices	Working Devices
1	CAMERA	ANPR	187	187
		EVIDENCE	96	96
		PTZ	23	23
2	VAMS	At Fiber	34	34
		At Dongle	6	6
3	ECB	ECB	74	74
4	LPU	LPU	37	37
5	PUBLIC AWARENESS	PA	58	58
6	JUNCTION SWITCH	JUNCTION MAIN SWITCH	33	33
7	TRAFFIC CONTROLLER	TRAFFIC CONTROLLER	16	16
8	Printer	Printer	1	1
TOTAL NO. OF DEVICES			565	565

2.4 ITMS Locations (Latitude/Longitude)

RLVD	Latitude	Longitude
Chamunda Mata	23°10'59"N	75°46'57"E
Dewas Gate	23°10'52"N	75°46'54"E
Koyla Fatak	23°11'21"N	75°47'05"E
Bima Hospital	23°11'31"N	75°47'09"E
Indra Nagar	23°12'05"N	75°47'20"E
Veersawarkar	23°12'25"N	75°47'25"E
Teen Batti	23°10'35"N	75°47'19"E
Bharatpuri	23°09'53"N	75°48'06"E
Pipe Factory	23°09'03"N	75°48'45"E
Engineering -T	23°08'36"N	75°47'22"E
Mahamrityunjay	23°08'55"N	75°47'17"E
Nanakeda	23°09'31"N	75°47'12"E
Shanti Palace	23°09'27"N	75°46'54"E
Sai Mandir	23°08'06"N	75°47'31"E
Unhel Square	23°13'48"N	75°46'23"E
Maksi Road	23°11'05"N	75°48'47"E
Speed	Latitude	Longitude
Chintaman road	23°09'19"N	75°44'31"E
Badnagar	23°10'49"N	75°45'01"E
Junasomwariya	23°11'11"N	75°45'03"E
Mangal Nath	23°13'08"N	75°47'04"E
Makodiyaam to chamunda mata	23°12'01"N	75°47'20"E
Krishi Mandi to pandiyakhedi	23°11'32"N	75°48'10"E
Pandiyakhedi	23°11'33"N	75°49'34"E
Pipefactory to VK	23°09'25"N	75°48'54"E
Mahamrityunjay to hari fatak	23°09'08"N	75°47'07"E
Engineering college to Nanakheda	23°08'45"N	75°47'19"E
Engineering Road	23°08'39"N	75°47'47"E
Pipefactory to Engineering	23°08'47"N	75°48'15"E
Entry -Exit	Latitude	Longitude
Dewas Road	23°08'34"N	75°49'08"E
Prashanti Dham	23°07'39"N	75°47'44"E
Unhel Naka	23°13'54"N	75°46'05"E
Agar Naka	23°12'45"N	75°47'36"E
Mullapura	23°11'07"N	75°44'37"E
PTS	23°11'52"N	75°51'59"E
Chintaman Speed	23°10'43"N	75°43'19"E

A. Command and Control Centre:

The project is designed to enable smooth and timely raise the Integrated Traffic Command and Control Centre, field sensors, network infrastructure and applications as detailed out in this document. Since this project has been designed to augment the existing ITMS solution, the selection AGENCY shall be expected to take over the entire operations and maintenance of the existing ITMS infrastructure as well. The solution will implement appropriate check points to monitor the progress and output, so that the services delivered to the public are up to their expectation.

USCL intends to select an Agency for city of Ujjain by following competitive bidding process for Operations and Maintenance of Integrated Traffic Solution for Ujjain City.

These Smart ICT solutions — such as the Integrated Traffic Management System (ITMS), Adaptive Traffic Control System (ATCS), City Surveillance, and other related components — are to be implemented by the AGENCY to be selected through this RFP process.

The AGENCY shall be responsible for taking over the existing ITMS infrastructure from the current implementation agency for operations and maintenance purposes. It shall be the responsibility of the existing agency to complete the Handover-Takeover (HOTO) process with the new agency.

During this process, the existing agency shall ensure that all field devices, sensors, and software licenses are handed over to the new agency in fully functional and active condition.

This document contains the following details:

- a. Scope of work that will be assigned to the AGENCY as part of this project
- b. Other terms and conditions of the Smart City System

B. Integrated Traffic Management Systems Platform

The ITMS platform design, implementation and maintenance of the operation platform will be under the scope of AGENCY. AGENCY will work on integrating different components and services with the operation platform. The platform should have the capability of integrating different field level devices to support the IoT ecosystem.

C. Data Centre

1. The infrastructure of Data Centre for Traffic Signals, ATCS and Integrated Traffic Management System, City Surveillance system, and other components and its hosting shall be jointly maintained at on-premises Data Centre throughout the contract period.
2. As a part of ITMS project, a rack at the ITMS DC is already available. The AGENCY need to utilize the racks for the entire duration of the contract with adequate space for future expansion.

D. Level 1: Implement, Integrate, Command, Control and Fully Operate

The Agency will establish Integrated Command and Control Centre for Ujjain comprising of various project modules/components as detailed below.

- a. Maintained the existing Traffic Signal Infrastructure and Integrated with Integrated Traffic Command & Control Centre (IT-CCC) – **16 Junctions**
 - b. Takeover of the existing Integrated Traffic Management System Infrastructure from the Operations and Maintenance perspective – **35 Locations (RLVD/ANPR/PTZ/PAS/ECB/VAMS)**
 - c. Operations and Maintenance of Traffic Signal Systems at identified strategic junction and integrated them with IT CCC – **16 Junctions, 35 Locations**
 - d. Operations and Maintenance of Adaptive Traffic Control System at identified strategic junction and integrated them with IT CCC – **16 Junctions**
 - e. Integration of ITCCC with ICCR, Police Control Room,
 - f. Operations and Maintenance of the entire ICT/Non-ICT infrastructure for a period of One Year.
- Agency shall be responsible to carry out the detailed survey prior to submission of bid for the complete solution component requirement to finalize the infrastructure requirement, network bandwidth requirement, operational & administrative challenges etc.

The scope of the project includes implementation of identified ITMS Solutions including establishment of Data Centre Infrastructure and Integration with the Viewing Centre. Scope also includes conducting a detailed assessment of current ITMS Infrastructure being provided and accordingly Raise of O&M of Integrated Traffic Command and Control Centre (ITCCC) so that relevant current and future ICT project may be integrated with ICCC and other command centres.

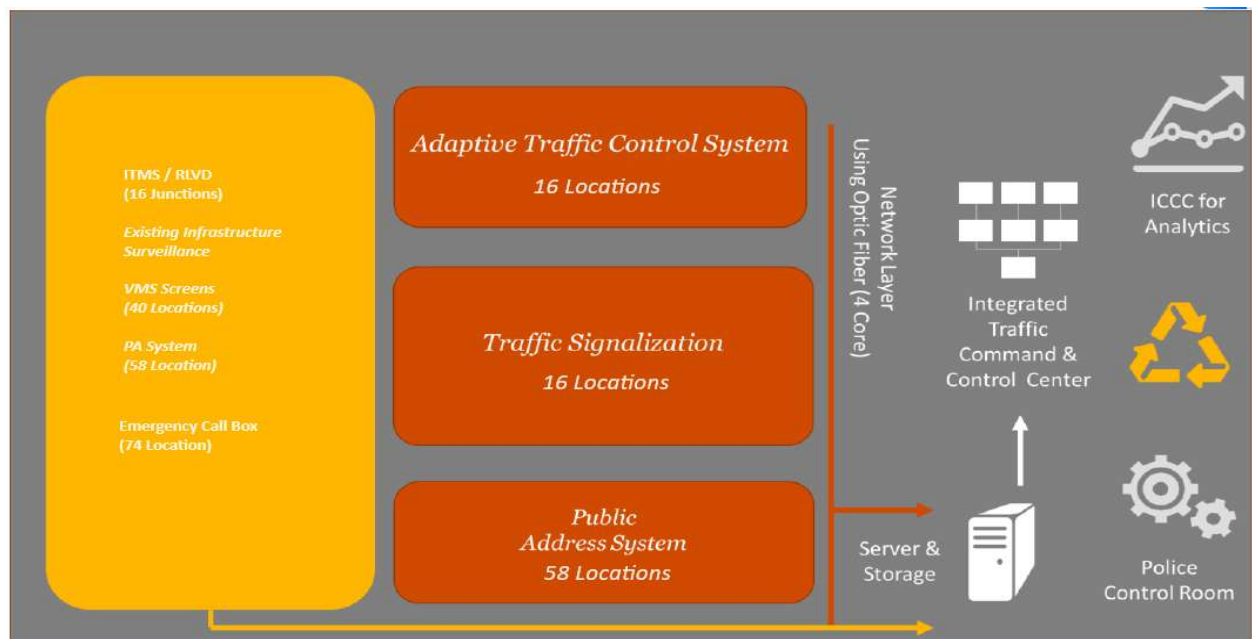
As part of scope, the Agency shall have the overall responsibility to design, build, implement, operate, and maintain the project for a period of one year from the date of successful commissioning.

Specifically, Following are the main activities to be carried out by Agency:

1. Assessment and Gap analysis of requirement for all smart city components under scope.
2. Solution Design, System customization and development for all components mentioned in this volume.
3. ICT items procurement, deployment and commissioning
4. Site preparation including LAN Networking
5. Application and general awareness training
6. Business Process Reengineering for the selected applications/ services, if required
7. STQC Certification
8. Capacity Building
9. Technical Support
10. Operation & Maintenance (O&M) for One Year.

2.1.2.2 Solution Architecture

The layer wise indicative solution for ITCCC is shown in the diagram below and the layers are detailed out in the subsequent section.



a) Device Layer

The field devices layer will contain display devices, or bi-directional (input & output) devices connected to the network, which will be used by citizens to consume - and for administrators to provide - actionable information. These devices include field devices, Cameras etc. This would also comprise of the sensors, which will help the city administration gather information about the ambient city conditions or capture information from the edge level.

b) Connectivity and Infrastructure Layer

As ambient conditions, actuators and display devices are now connected through a network and send data to business applications, security of the entire system becomes paramount:

- ☐ Infrastructure security- including policies for identity and information security policies
- ☐ Network security- including policies and practices adopted to prevent and monitor unauthorized access, misuse, modification, or denial of a computer network and network-accessible resources, etc.
- ☐ Application security- including Hosting of Government Websites and other Cloud based services, Adoption of Technical Standards for Interoperability Framework and other standards published by Government of India for various e-Governance applications
- ☐ End device security, including physical security of all end devices such as Traffic Signals, Cameras etc.

c) Applications Layer

The Applications will contain data aggregation and management systems (rules engines, alerting systems, diagnostics systems, control systems, messaging system, events handling system), and reporting / dashboard system to provide actionable information to city administrators and citizens. Applications would comprise of the applications developed to receive data from field devices for each city domain. Applications in this layer will integrate with the ITMS solution to share data and also generate advanced analytics through correlations. This will be an evolving layer with applications added as and when new functions are identified by the stakeholders.

d) Integrated Traffic Command and Control Center

- This overarching layer integrates with the business applications that receive data from field devices. The Integrated Traffic Command and Control Centre application presents a Common Operating Picture, which will enable citizens and administrators alike to get a holistic view of city traffic operations. The application will integrate with the GIS layer to represent the real-time operational state on the map for easy visualization.
- Integrated Traffic Command and Control Centre of Ujjain Smart City will be primary command Centre acting as a HUB which may provide the platform to the Command Centers of the other stakeholder departments.
- The ITCCC should be scalable and should be able to integrate other Command Centers/Data Center as and when required.

Integration - While aspects of ambient conditions within the city will be gathered through various sensors deployed, some city specific data will come from other government and non-government agencies. It is through the integration layer – that data will be exchanged to and from the underlying architecture components and other data from system developed by government (such as police department, Transport Department etc.) and non-government agencies. The various integrations have been listed below:

- ☐ Integration with Integrated Command & Control Centre
- ☐ Integration with Police Control Room
- ☐ AI based ITMS accommodation within existing system with ATCS, etc.
- ☐ Other Integrations as per requirements

Request for Proposals

The Authority invites proposals (the “Proposals”) for Selection of Implementation Agency for Operation and Maintenance of Integrated Traffic Management System (ITMS) in the City of Ujjain in conformity with this RFP document and the Smart City Mission guidelines and to manage and maintain the same for a period of One Year.

The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified.

Sale of RFP Document

RFP document can be downloaded from the website of www.mptenders.gov.in. However, the bids of only those Applicant shall be considered for evaluation who have made online payment of the specified amount for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee is to be paid by the bidder by making online payment only against this RFP.

Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

Brief description of the Selection Process

Schedule of Selection Process

The selection of the Agency shall be carried out through the **Quality and Cost-Based Selection (QCBS)** method, in accordance with standard procurement procedures. Under this method, a **weightage of 70%** shall be assigned to the **Technical Proposal** and **30%** to the **Financial Proposal**.

The **Final Score** of each bidder shall be computed as follows:

$$\text{Final Score} = (\text{Technical Score} \times 0.70) + (\text{Financial Score} \times 0.30)$$

The bidder obtaining the **highest Final Score** shall be declared as the **Selected Bidder**.

The Authority shall adopt a **two-stage selection process** for evaluating the proposals, consisting of **(i) Technical Evaluation** and **(ii) Financial Evaluation**:

1. Stage I – Technical Evaluation:

- The proposals shall first be evaluated for eligibility and technical qualifications based on the criteria specified in this RFP.
- Only those bidders who meet the eligibility criteria and obtain the minimum qualifying marks in the technical evaluation shall be considered technically qualified.
- A list of technically qualified bidders shall be prepared for the next stage.

2. Stage II – Financial Evaluation:

- The financial proposals of only technically qualified bidders shall be opened and evaluated.
- The financial scores shall be normalized and combined with the technical scores using the QCBS formula indicated above.

The bidder achieving the highest combined score shall be invited for contract negotiation (if required) and subsequently awarded the assignment. The second-highest ranked bidder may be kept in reserve and invited for negotiation in case the first-ranked bidder fails to conclude the contract.

Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to the proposal submission date. For this purpose, they will provide at least two days' notice to the nodal officer.

Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date and Time: As mentioned in this document.

Venue: As mentioned in this document.

All communications including the submission of Proposal should be addressed to:

Executive Director,
Ujjain Smart City Limited
Address: Mela Office, Kothi Road, Ujjain,
Pin: 456010
Email: ujjainsmartcity@mpurban.gov.in

The **Official Website** of the Authority is: **<http://www.mptenders.gov.in>**

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP NOTICE NO. (*as per brief NIT*) – **RFP TITLE.**

3 Instruction to Bidders

3.1 Advice to the bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the RFP document with full understanding to its implications. The Bidder should sign and affix seal of the entity in each page of this RFP and submit along with the Eligibility Bid. In case of e-filing of the tender, a copy of the RFP should be uploaded and that shall be considered digitally signed and accepted by the Bidder.

3.2 Procedure for Submission of Bids

Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Cover 1	Proof of submission of RFP Document Fee and Scanned copy of EMD The Eligibility Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP Eligibility Proposal should be submitted through online bid submission process as per mentioned in the NIT. The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP Technical Proposal should be submitted through online bid submission process as per mentioned in the NIT.
Cover 2: Commercial Proposal	The Commercial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this RFP. Commercial Proposal should be submitted through online bid submission process only.

USCL will conduct the bid evaluation based on documents submitted through online e-tendering portal.

The following points shall be considered for submission of bids:

- USCL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
- USCL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- Technical Proposal shall not contain any commercial information.
- If any Bidder does not qualify the Eligibility criteria stated in this RFP, the technical and commercial proposals of the Bidder shall not be opened. Similarly, if the Bidder does not meet the technical evaluation criteria, the commercial proposal of the Bidder shall be unopened in the e-Tendering system.
- It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which USCL reserves the right to reject the proposal.

The tender should be a complete document and should be bound as a volume, bearing signature of the bidder and seal of the entity in each page of the document. The document should be serially page numbered and must contain the list of contents with page numbers.

Bidder must ensure that the information furnished by him online is identical to that submitted by them in the original paper bid document. In case of major differences between the hard copy and the soft copy, the tender is liable to be rejected.

The bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person or persons signing the bid.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid. The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

Hard copies of the Bids submitted by hand should reach not later than the specified date and time in *NIT* of this RFP.

Telefax / Xerox / Photocopy bids will not be considered.

3.3 Clarifications in RFP Document

A prospective Bidder requiring any clarification on the Bidder Document may submit his queries, in writing, at the USCL address (E-Mail / Physical Mail) and as per schedule indicated in *NIT* of this RFP. The queries must be submitted only in the format mentioned to be considered for clarification.

3.4 Pre-Bid Meeting

USCL shall hold a Pre-Bid Meeting (PBM) scheduled as per *NIT* of this RFP. In this PBM, USCL would address the clarifications sought by the prospective bidders about 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.

The clarification offered at the Pre-Bid meeting will be recorded and the corrigendum/addendum issued will form part of the tender document.

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 the queries received, in whichever format they may be.

The queries not adhering to the above-mentioned format may 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.

Bidders are requested to carefully review the entire contents of this RFP and ensure that all their queries are submitted to the Ujjain Smart City Limited.

3.5 Extension of Deadline for submission of Proposals

Proposals must be received by the USCL at the address specified in the RFP not later than scheduled date and time. USCL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing a Corrigendum

3.6 Late Submission of Bid

Any Bid received by the USCL after the deadline for submission of Proposals prescribed in RFP or Corrigendum will be returned unopened to the respective Bidder and the online bid shall not be accepted.

3.7 Earnest Money Deposit (EMD)

All bids must be accompanied by an EMD of the requisite value and in the requisite form.

The earnest money for the bidders will be refunded against a proper receipt within one month after signing of contract agreement between USCL and the successful bidder.

3.8 Cross checking

USCL reserves the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

3.9 Absence of specifications

The absence of specifications details regarding any equipment to be supplied under this RFP implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of USCL. Certification standards, wherever available, for the to-be-installed equipment and materials, will prevail.

3.10 Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the USCL. The USCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3.11 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and USCL, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.12 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components as per the formats specified.

- A. Eligibility and Technical Bid
- B. Commercial Bid

3.13 Bid Prices

The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents. In absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by USCL. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. is to be made to meet the goals of project. All such changes shall be carried out within the current price without any impact to USCL.

3.14 Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, USCL reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.

3.15 Bidder Qualification

A Bidder can apply for this RFP on its own.

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases they shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company. The authorization shall be indicated by written power-of-attorney accompanying the bid. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

Any change in the Principal Officer shall be intimated to USCL in advance.

3.16 Period of Validity of Bids

Bids shall remain valid for 180 days from the date of opening of Bids prescribed by USCL. A bid valid for a shorter period may be rejected as non-responsive.

USCL may request the Bidder(s) for an extension of the period of validity for completion of evaluation. The request and the responses thereto shall be made in writing. The validity of EMD shall also may be requested to be suitably extended subject to Act and Rules framed by the Government of India and the Government of Madhya Pradesh.

3.17 Local / Site Conditions

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed USCL sites which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the proposed locations (at its own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.

The Bidder is encouraged to make a site visit to the proposed sites to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The USCL shall not entertain any request for clarification from the Bidder regarding such conditions.

It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by USCL and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by USCL on account of failure of the Bidder to appraise themselves of local laws and site conditions.

3.18 Modification and Withdrawal of Bids

No bidder shall be allowed to withdraw or modify the bids after submitting the bid.

3.19 Opening of Technical Bids

USCL will open the hard copies of the Technical Bid, in the presence of one authorized representative of the Bidder who chooses to attend, at the time, date and place, as mentioned in *NIT* of this RFP. Opening of tenders in the online portal shall be done on or after the time mentioned in the NIT.

3.20 Technical Evaluation (Total 100 Marks)

The technical evaluation will assess the bidder's capability, methodology, and experience to deliver the required services effectively. The evaluation will be based on the following criteria:

Criteria	Sub-Criteria	Max Marks
Turnover	Average Annual Turn Over of the bidder	10
Relevant Experience	Experience in similar ATCS and ITMS project in last 5 years	20
Relevant Experience	Experience in FMS/O&M of Tier III Data center and IT Infra (10 Marks + 20 Marks)	30
Certificates	Valid ISO 9001, 27001, 20000-1, ISO 14001 and CMMi certificates	10
Team Composition & Qualification	CVs of key personnel (Project Manager, Network/IT Experts, Field Engineers, etc.)	10
Approach & Methodology	Understanding of scope, implementation plan, risk mitigation, and sustainability	20
Total		100

- Bidders securing a **minimum of 70 marks** in the Technical Evaluation shall be considered **Technically Qualified** and only such bidders' Financial Proposals shall be opened.

Technical Qualification Criteria			
SN	Technical Qualification Criteria	Max Marks	Documents to be submitted
TQ1	Average annual turnover of bidder for any three of last five financial years reported i.e. till FY 2024-25 • Above 60 Crores: 10 Marks • >60 Crores & <=30 Crores: 7 Marks • >30 Crores & <=15 Crores: 5 Marks • >=15 Crores & <=10 Crores: 3 Marks	10	Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years as on 31st March 2025. • Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover and net worth for each of the last 3 financial years as on 31st March 2025. Original or Notarized Copy should be submitted for evaluation.
TQ2	The Bidder should have implemented at least one ITMS project – 10 marks. One such project shall get 5 marks. Every additional project shall be awarded marks as per the marking criteria.	20	Work orders/ documents confirming year, cost, location(s), area of activity, rack capacity and other parameters sought in the qualification criteria. Any other relevant documents for costing of each similar work are also acceptable. Ongoing projects with minimum 2 years of operations can also be considered. Proof of completion of work / satisfactory certificate is to be submitted along with work orders.
TQ3	Successfully executed a Supply, Installation, Testing, and Commissioning (SITC)-based Traffic Enforcement Project covering more than 10 traffic junctions within the last five (5) years from the date of issuance of this RFP. Number of servers deployed by the bidder in a single executed project, in terms of above. • Above 15 Servers: 10 Marks • >15 Servers & <=10 Servers: 07 Marks • >10 Servers & <=8 Servers: 5 Marks	10	Customer Work Order along with performance certificate
TQ4	No. of Tier III Data Centers managed by the bidder (excluding bidder's in-house data centres) 10 marks for each Tier III Data Center subject to a maximum of 20 marks. Note - Minimum deployment of 15 IT/Certified experts in single project. Bidder's in house Data Centre's shall not be considered unless used for commercial use. Similar Work means SITC/FMS/ O&M of Data Center government (departments/	20	Any Relevant proof (except self- declaration) specifying no. of Tier III Data Centers managed.

	boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise		
TQ5	Bidder should have an valid Certification ISO 9001, ISO 27001, ISO 20000-1, Min CMMi Level 3 certificate ISO 14001 Each certificate 2 Marks	10	Certification (valid as on date of issuance of this RFP), Certification body should have local office in India
TQ6	Bidder should propose quality manpower on site during the entire contractual duration. Based on the proposed qualification, marks shall be given to the Bidder for their proposed manpower Resource experience as per RFP 1) Project Manager 2) Traffic Command Centre Expert 3) Network & Security 4) Technical Expert DC infra 5) Field Support Engineers 2 Marks for each resources	10	
TQ7	Technical Presentation - 30 minutes (Avg.) including proposal based on complete Scope of tender, not limited to following: - ü Proposal on HOTO. - ü Proposal on O&M, AMC service offering for IT & Non-IT components along with ATCS- ITMS system under scope of work and assurance on SLA compliance. - ü Proposal on support services for software components under scope of work. - ü Proposal in detail on operation & maintenance support by proposed onsite DCO team. - ü Proposal on Monitoring and Management system of field sensors, ICCC assets, handling existing Enterprise Management System including, Helpdesk, other desired services etc. - ü Proposal for Upgradation of ICCC along with BoQ. BoQ should be exactly as quoted by the bidder in the financial bid.	20	Technical solution and presentation

3.20.1 Financial Evaluation

The financial proposals of technically qualified bidders will be opened and evaluated.

The **Financial Score (Fs)** shall be calculated using the following formula:

$$[Fs = (L / F) \times 100]$$

Where:

- **L** = Lowest Financial Quote among qualified bidders
- **F** = Financial Quote of the bidder under consideration

3.20.2 Combined QCBS Evaluation

The **Final Score (S)** for each bidder will be computed based on the QCBS weightage as under:

$$[S = (Ts \times 0.70) + (Fs \times 0.30)]$$

Where:

- **Ts** = Technical Score (out of 100)
- **Fs** = Financial Score (out of 100)

The bidder achieving the **highest Final Score (S)** shall be ranked as **H-1** and considered for award of contract, subject to successful negotiation (if required). The next ranked bidder (H-2) will be kept in reserve.

3.20.3 Additional Information / Clarification

USCL reserves the right to seek additional information or clarifications during evaluation. Failure of the bidder to provide such information within 7 days of request may lead to evaluation based solely on the information available in the submitted proposal.

3.20.4 Award of Contract

The bidder obtaining the highest Final QCBS Score and meeting all RFP terms shall be recommended for award. USCL reserves the right to:

- Reject any or all bids without assigning reasons,
- Modify the evaluation criteria, or
- Negotiate terms with the selected bidder before final award.

4 Scope of Work and Terms of Reference

4.1 Detailed Scope of Services

One of the primary objectives of Ujjain Smart City Limited under its smart city mission is to enhance the safety and security, improve traffic management, Control and monitor the enforcements, communicate effectively with the commuters, improve efficiency of municipal and police services and promote a better quality of life for residents. In order to achieve these objectives, USCL desires to foster the development of a robust ICT infrastructure that supports Traffic Management Systems, Traffic Enforcement Monitoring, Surveillance Systems, Public Address System, E-Challan Systems etc throughout the city.

USCL had appointed an Agency to set up these priority initiatives identified under Smart City Mission through the Integrated Traffic Command Centre and associated smart elements. The operation & maintenance contract is going to be complete in October 2024.

The project is designed to enable smooth and timely setting up the Integrated Traffic Command and Control Centre, field sensors, network infrastructure and applications as detailed out this document. Since this project has been designed in order to augment the existing ITMS solution, therefore the selection Agency shall be expected to take over the entire Operations and Maintenance of the existing ITMS infrastructure as well. The solution will implement appropriate check points to monitor the progress and output, so that the services delivered to the public are up to their expectation.

The broad scope of work to be covered under this project will include the following, but is not limited to:

1. All the hardware, software, non-IT infrastructure viz electrical connection, furniture in Command & Control Centre & ITMS (Integrated Traffic Management System) etc, manpower, network connectivity etc. are property of Ujjain Smart City and currently being operated by M/s Technosys Integrated Solutions Pvt Ltd.
2. The selected Bidder shall operate and maintain the existing infrastructure (IT, Non-IT, Electrical work & ancillary items) & all the running applications annually. If any hardware/software or licenses whose AMC or life of the product has ended/expired, the renewal cost of licenses/AMC of hardware to be borne by the selected Bidder. The selected Bidder for operation and maintenance of ITMS project shall be solely responsible for keeping all the cameras and other equipment installed at every junction of all the 35 locations of the existing installed & commissioned ITMS system fully functional & operational 24*7. Selected Bidder also have to take care the provision of Electric Power at all 35 locations.
3. At present, e-challans are generated in coordination with the traffic police department. Selected Bidder to solely responsible to generate as many challans as possible in sync with the traffic violations with Traffic Police Department.
4. If required, the selected Bidder shall do the gantry shifting as per actual requirements and approved by USCL and regular painting works for all the gantries/traffic poles. Replacement of devices viz. cameras, batteries, UPS etc on a needy basis shall be done by the selected Bidder.
5. The Agency shall be responsible for dismantling the infrastructure of field locations (basis the survey requirement) and transportation to the site identified by client or its designated agencies. This shall also include re-installation at other identified sites covered the Project. The Agency shall be expected to share a strategy for execution of dismantling works and their reinstallation with minimum damage as part of their approach and methodology document submitted in technical bid. All existing road signs which are likely to be affected by the work are to be carefully taken down and restored. Signs to be recommissioned shall be claimed provided with new fixing wherever necessary at the cost of Agency with no additional payment from USCL.
6. Selected Bidder solely responsible for keeping Help desk setup with software and Phone, Security Audit, Training to the department, documents / reports generation weekly / quarterly / annually (as per actual requirements). Selected Bidder need to follow STQC guidelines.

7. Dismantling, Transportation, and Re-installation of Infrastructure

The Agency shall be responsible for dismantling the infrastructure of field locations (basis the survey requirement) and transportation to the site identified by client or its designated agencies. This shall also include re-installation at other identified sites covered the Project. The Agency shall be expected to share a strategy for execution of dismantling works and their reinstallation with minimum damage as part of their approach and methodology document submitted in technical bid.

All existing road signs which are likely to be affected by the work are to be carefully taken down and restored. Signs to be recommissioned shall be claimed provided with new fixing wherever necessary at the cost of Agency with no additional payment from USCL.

8. The Agency would assign asset number to each of the system/asset being maintained by them. These should correspond to the number/s of equipments to be maintained as per List of equipments provided along with details of rooms/place where it is placed/located. If there is shifting of the equipment/s under this AMC, the Agency will have to make changes in records accordingly. Preventive maintenance will be carried out on a quarterly basis and special cleaning of the Monitor, printer, key board, mouse etc, from outside with liquid cleaner should be done once in a month. The service engineers would take up any reported fault within 24 hours. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop, the firm would provide a standby for the same.

9. The Agency will also provide maintenance and repair services on holidays. In case of non-availability of drivers of the machine (branded one like HP, HCL, IBM etc.) they will be required to arrange themselves from their sources. The equipment to be taken out to the workshop for repair with proper permission of the competent officer would be at the Agency's own risk and expenses.

10. Where the items/parts/components need replacement, the same shall be replaced with the same make, specification and brand of item/component/part. In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible with the system.

11. In case of failure of servers/computer due to any reason, the server/computer shall be made up and running immediately as per the SLAs

12. Agency shall be responsible for taking back up data and program available in PC before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement from the user. In case data is lost, the Agency shall be responsible for recovering the same at their cost.

13. Maintenance Contract will not include computer stationery like paper / toners / cartridges.

14. The systems that are not serviceable by the Agency due to obsolescence of technology or non-availability

of parts/assemblies/components will be withdrawn from the maintenance contract. The decision of competent authority regarding non-availability and obsolescence of technology and withdrawal of these items from the main contract will be final. Withdrawal of such systems shall be communicated to the Agency and equivalent maintenance charges may be deducted accordingly.

15. At the end of the AMC – contract period, both the user and AMC holder shall certify separately that the computer systems/electronic device/server room/furniture condition/video wall and related equipment listed under this maintenance contract are in satisfactory working condition and that no fault or complaints are pending.

16. It may also be noted that in case of contractor backing out in midstream without any explicit consent of the Authority, Agency will be liable to recovery at higher rates, vis-à-vis those contracted with, which may have to incurred by USCL on maintenance of Equipments for the balance period of contract by alternative means. The above act of backing out would automatically debar the firm from any further dealing with USCL.

17. In this connection, any equipment which is noted as in nonworking condition till the last hour of the contract period should be rectified by the outgoing Agency without any extra cost to the department.

18. Agency need to organize preventive maintenance of equipments, time to time which includes repairing / cleaning / Tree trimming etc.

19. Agency shall make sure that all traffic signals shall be visible on prescribe range. Obstacles if any shall be removed in consultation with USCL.

20. The Bidder should establish Project office within 7 days of issuance of LoI/LoA in Ujjain City if not established earlier.

21. Existing Equipment's / Applications and Manpower requirements for Operation & Maintenance of ITMS Project (INTEGRATED TRAFFIC MANAGEMENT SYSTEM & Command Centre:

Hardware / Software / IT / NON IT-Components			
S.No.	Particular	Unit	Qty
1	ITMS: Internet Leased line connectivity for Data Center & TCC & Network Upgradation. One separate lease line of 100 MBPS each for ICCV & ITMS	Lump sum	1
2	Junctions: 100 MBPS or more as per actual requirement for data transmission to CCR (Video feeds, etc)	Lump sum	16
3	SVD and Entry & Exit Junctions: 100 MBPS or more as per actual requirement for data transmission to CCR (Video feeds, etc)	Lump sum	19
4	Help Desk with Software with Telephone Line	Lump sum	1

4.2 Details of BOQ Items

Sr. No.	Item	Units	Total Quantity
1.	Gantries for Integrated Traffic Management System (at all Junctions and Entry / Exit Points)	No's	68
2.	Public Address System	No's	58
3.	Emergency Call Box	No's	74
4.	Software management for Traffic controller	Lump-Sum	1
5.	Variable message system with mounting and earthing arrangements	No's	40
6.	Red-Light Violation Detection (RLVD) System with complete hardware including ANPR cameras, Overview Cameras, IR Illuminator, Network Switch, Local Processing Unit, with cabling, ODC, earthing, Surge protector, accessories & mounting infrastructure RLVD - Software + Licenses (At Traffic Junctions)	No's	16
7.	Speed Detection System for covering lanes in both directions/carriageways of arm with complete subcomponents including ANPR camera, wide angle evidence camera, IR illuminator, Network Switch, non-intrusive speed sensors, with cabling, ODC, earthing, Surge protector & mounting infrastructure. Speed Detection - Software + Licenses At all Locations	No's	12
8.	Surveillance Cameras – Outdoor bullet Cameras including IR illuminator subcomponents, with cabling, ODC, earthing, Surge protector & mounting infrastructure	No's	75
9.	Outdoor PTZ Camera including IR illuminators with cabling, ODC, earthing, Surge protector & mounting infrastructure	No's	23
10.	Online External UPS at all locations	No's	117
11.	Online Internal UPS	Lump sum	1
12.	Router, Firewall, Racks, L3 Switches, Core Switch, etc. – Complete at Server Room / ICCV	Lump sum	1
13.	Servers (including Failover Server), OS and other relevant server solution infrastructure: (including but not limited to): · Surveillance Cameras-Management & Recording · RLVD · Speed Violation Detection · Public Address (PA) System · Variable Messaging Sign (VMS) · EMS · Database · e-Challan System · ATCS server	Lot	1

Sr. No.	Item	Units	Total Quantity
	· ECB call management software · Other applications such as IBMS etc.		
14.	Present Storage – 200 TB to be upgrade to 1000 TB	No's	1
15.	EMS Solution inclusive of Client Licenses	Lump Sum	1
16.	NMS Solution inclusive of Client Access Licenses	Lump Sum	1
17.	Anti-Virus Solution covering all devices	Lump-Sum	1
18.	Printer -HP LaserJet Managed MFP E77825 (Including Consumables)	No's	1
19.	E-Challan System Software with integration with transport and other databases as per SOW defined	Lump sum	1
20.	Customized GUI- Dashboard for Ujjain Traffic Police/USCL Department (for various levels) with all required integrations as per SOW defined	Nos	1
21.	Network / Bandwidth Costs / Leased line (Including recurring charges)	Lump sum	1

4.3 Project Management & Facilities Management Services

The Agency will be required to provide facilities management services to support the Ujjain Smart City Limited and Ujjain Police Department officials in performing their day-to-day functions related to this system.

Agency is required to depute a dedicated, centralised project management and technical team (except for Project Director) for the overall Project management and interaction with Ujjain Smart City Limited and Police Department. Indicative resource requirement for this centralised administration of the Project is as follows. The agency shall designate one of its senior management person as Project Director for this contract. Project Director shall visit and conduct the review meeting with Ujjain Smart City Limited and other stakeholder once in a month till completion the Project duration.

Manpower		
S.No.	Designation	Qty
1	Project Manager	1
2	Traffic Command Centre Expert	1
3	Integrated Traffic Management System Expert	1
4	Network & Security Engineer	2
5	Technical Expert for Server, Storage and software applications like video management system, EMS etc.	1
6	Field Implementation Expert	3
7	Police Command Centre / ICCC Operators	10
8	Helpdesk Executive	1
9	Electrical Technician	1
10	Support Staff like Security Guards	6
11	Housekeeping Staff	3

The above-mentioned manpower requirement is minimum and if the Agency believes that to meet the SLAs, additional resources are required, the same may be provided by the Agency.

Note: In addition to the above, other experts (including profiles as mentioned above) as required by the Bidder / Implementing Agency.

Electrical Connections, Bill for electrical connections to be borne by the selected Bidder as per actual MPEB bill.

At present, the generator installed under ICCC does not have a power backup connection for ITMS. The bidder will need to arrange a power backup for ITMS from the installed generator, including providing the necessary items. In the event of a power cut, the Agency will be responsible for supplying diesel for the generator to maintain the power backup Continuously. Cost will be borne by the selected bidder.

Network Cabling including upgradations: Selected Bidder shall take care of all the network cables to make the system fully functional 24*7. Any cost for network upgradations shall be borne by the selected Bidder

Application & Storage Server: Selected Bidder shall do overall operations & maintenance of servers. Cost for any upgrades/patches or purchasing licenses pertaining to Operating systems etc. to be borne by the selected Bidder.

Firewalls: The selected Bidder to provide adequate protection from cyberattacks and other threats shall be a part of the proposed system. Using Firewalls and Intrusion detection systems such attacks shall be controlled as per the Security policy. The virus and worm attacks shall be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism. Using Firewalls and Intrusion detection systems such attacks and theft shall be controlled and well supported (and implemented) with the security policy. The virus and worm attacks shall be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism. There shall also be an endeavor to make use of the SSL/VPN/latest technologies to have secured communication between Applications and their end users. Furthermore, all the system logs shall be properly stored & archived for future analysis and forensics whenever desired. All the attacks well defended with gateway level firewall and other protection software such as antivirus, Spyware, Malware etc.

Data Security: Advanced Encryption Standard (AES) shall be followed for data encryption on site and TCC, and its access shall be protected by a password. An end-to-end security model that protects data and the infrastructure from malicious attacks, theft etc. to be provided. Provisions for security of field equipment as well as protection of the software system from hackers and other threats shall be a part of the proposed system. Using Firewalls and Intrusion detection systems such attacks and theft shall be controlled and well supported (and implemented) with the security policy. The virus and worm attacks shall be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism.

Note: The Selected Agency shall get the CVs of Manpower approved from USCL prior to their deployment.

The selected Bidder must strictly adhere to Operations & Maintenance of:

Applications and its end users. Furthermore, all the system logs shall be properly stored & archived for future analysis and forensics whenever desired.

Data Archival Policy for 30 days (As per original scope of existing system): Data Storage on site: The system should be equipped with appropriate storage capacity for 7 days 24X7 recording, with overwriting capability. The images should be stored in tamper proof format only. All events captured by the ITMS system should be stored min. of 180 Days (along with videos and photographs) and all videos and photographs of generated E-Challans must store permanently.

Bidder should take care ITMS and keep daily backup on that.

The CCTV system installed in the control room will have to be maintained and data stored. Entire Integration of existing system including video feeds, e challan system with Police Department.

Training of the city authorities, police personnel and operators on operationalization of the system Support during execution of acceptance testing Preparation and implementation of the information security policy, including policies on backup and redundancy plan Preparation of KPIs for performance monitoring of various urban utilities monitored through the system envisaged to be implemented Developing Standard Operating Procedures (SOPs) for operations management and other services to be rendered by Operation Control Room

Note: The selected Bidder is required to provide annual operations & maintenance services for the items mentioned in the above table. The bidder will have to pay for the network connectivity and other upgrades and patches. If operation and maintenance is not done properly, a deduction will be made as per the SLA defined in the tender. Smart City will not be liable for any kind of breakage or theft in the field, the selected Bidder is solely responsible for the same. Monthly payment will be made to the bidder only from the amount of the above deposited e-challan.

Capacity Building for USCL, Traffic Police and other end user department which includes preparation of operational manuals, training documents and capacity building support, including:

- a. Training of the city authorities, police personnel and operators on operationalization of the system
- b. Support during execution of acceptance testing
- c. Preparation and implementation of the information security policy, including policies on backup and

redundancy plan

d. Preparation of KPIs for performance monitoring of various urban utilities monitored through the system envisaged to be implemented

e. Developing Standard Operating Procedures (SOPs) for operations management and other services to be rendered by Operation Control Room

Realization of challans and Identification of revenue generation opportunities by various smart solutions, planning and roll out of strategy

Entire Integration of existing system including video feeds, e challan system with Police Department. AI based ITMS accommodation within existing system with ATCS, etc.

Note: Agency to conduct Survey and validate above information. In case of any discrepancy whatsoever USCL shall not be responsible.

Agency to take care of the entire Operations and Maintenance of ITMS field level infrastructure along with ITMS command centre infrastructure. Agency to access on expenses based on below information:

4.4 Site Visit before Bidding

The bidder must conduct site survey of the Identified Sites for understanding the existing conditions and make independent evaluation of the scope of work. USCL will not be responsible for any misunderstanding / misinterpretation of the scope of work. Bidders are free to visit the said sites to understand the location/ technicalities for implementation of above project.

The bidder is shall be deemed to have satisfied himself of all conditions and circumstances affecting the bid price, as to the general circumstances at the site of the work, as to the general manpower availability at the site, water, electricity, bandwidth availability and to have fixed his prices according to his own view of these.

4.5 Evaluation of Bids

The evaluation process proposed to be adopted by Ujjain Smart City Limited (USCL) is detailed under this section. The objective is to ensure a fair, transparent, and objective selection of the most suitable Agency for Operation & Maintenance (O&M) of the Intelligent Traffic Management System (ITMS). USCL, however, reserves the right to modify the evaluation process at any stage without assigning any reason whatsoever.

4.5.1 Preliminary Examination

USCL will examine the bids to determine whether they are complete in all respects and conform to the tender requirements, including:

- Properly signed bid documents in the prescribed format
- Submission of required EMD/Bid Security
- Completeness of documentation and compliance with eligibility criteria

Any bid found to be non-responsive or not substantially in accordance with the RFP requirements will be summarily rejected and will not be considered for further evaluation.

4.5.2 Clarification

During the evaluation process, USCL may, at its discretion, seek clarifications from any or all bidders or call them for technical presentations. Such clarification shall not, however, permit any change in the substance of the proposal or the quoted price.

4.5.3 Eligibility 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 / Eligibility criteria as given below:

Sr. No.	Criteria	Specific Requirements	Documents Required
1.	Legal Entity	The Bidder 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	The Bidder should hold valid GST Registration	Copy of the GST Registration Certificate.
3.	Turnover	The Bidder should have average annual Turnover of ₹ 15 Crore for last 3 audited financial years ending on 31 March 2025.	Certificate from the Statutory Auditor / CA.
4.	Positive Net worth	The bidder must have positive net worth for the last financial year 2024-25.	Certificate from the Statutory Auditor / CA.
5.	Experience	The Bidder should meet the experience requirement as under: - Three similar completed services costing not less than the amount equal to 50% (Fifty percent) of the estimated cost; or - Two similar completed services costing not less than the amount equal to 70% (Seventy percent) of the estimated cost; or - One similar completed service costing not less than the amount equal to 90% (ninety percent) of the estimated cost Similar Work: The similar work must include: At least One ITMS project anywhere in India in last 5 years including 1 year O&M.	Notarised copy of Contract / Work Order and Completion/Experience Certificate.
6.	Certificates	The Bidder should hold valid certificates for ISO/IEC 20000-1:2018 and ISO/IEC 27001:2022. A copy of the valid certification must be attached (mandatory Submission) in the Technical Proposal. The issuer of these certifications must be accredited member of IAF (International Accreditation Forum).	Valid certificate copies
7.	Experience of Managed / FMS / O&M of Data Centre	Tier III Data Centers managed by the bidder (excluding bidder's in-house data centres) with minimum deployment of 12 IT/Certified experts in single project. Note - Bidder's in house Data Centre's shall not be considered unless used for commercial use. “Similar Work” means FMS/ O&M of Data Center government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise The OEM experience will not be considered for Eligibility Criteria and Technical Evaluation.	Notarised copy of Contract / Work Order and Completion/Experience Certificate.

Bidders are required to meet ALL OF THE ELIGIBILITY CRITERIA and submit necessary proofs regarding the same.

4.5.4 Post Qualification and Award Criteria

An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the USCL will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

The Contract shall be awarded to the Bidder achieving the highest combined score as per the Quality and Cost-Based Selection (QCBS) method, computed using the formula:

$$\text{Final Score} = (\text{Technical Score} \times 0.70) + (\text{Financial Score} \times 0.30)$$

The Bidder obtaining the highest Final Score (H-1) after QCBS evaluation and meeting all post-qualification requirements shall be declared the Selected Bidder for the award of the Contract.

4.5.5 Right to Vary Scope of Contract at the time of Award

The USCL may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified on mutually agreeable basis.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the USCL changed order.

4.5.6 Right to Accept Any Bid and to Reject Any or All Bids

The USCL reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the USCL action.

The USCL reserves the right to negotiate the commercials with the selected Bidder.

4.5.7 Notification of Award - Letter of Acceptance

Prior to the expiration of the period of bid validity, the USCL will notify the successful Bidder in writing by sending a Letter of Acceptance (LOA) using registered letter or by fax/e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.

The Implementation Schedule will commence from the date of issue of LOA. The notification of award will constitute the formation of the Contract.

4.5.8 Forfeiture of Earnest Money Deposit

If the Successful Bidder fails to act according to the tender conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited to USCL.

4.5.9 Signing of Contract

At the same time as the USCL notifies the successful Bidder that its bid has been accepted, the USCL will send the Bidder the Pro-forma for Contract provided in the Tender Document, incorporating all agreements between the parties.

Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the USCL. If the same is not executed within seven working days, the Earnest Money Deposit (EMD) of the Bidder may be forfeited and their tender may be held as non – responsive and liable for rejection as per the discretion of USCL.

4.5.10 Performance Guarantee

Within 15 days of the receipt of LOA from the USCL, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract, in the form of Bank Guarantee of 3% (three percent) of the total contract value in prescribed format.

Failure of the successful Bidder to comply with the requirement of this Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

Security Deposit will also be deducted @7% (Seven percent) from every Running Account bill which will be refunded after issuance of completion certificate.

4.5.11 Contract Period

The Contract will be initially valid during the operation and maintenance period for one (1) year only.

4.5.12 Rejection Criteria

The right of final acceptance of the tender is entirely vested with the USCL who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. After acceptance of the tender by USCL, the Bidder should have no right to withdraw his tender or claim higher price. The tender approving authority may also reject all the tenders for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

4.5.12.1 General Rejection Criteria

- Bids submitted without EMD or with inadequate EMD
- Conditional Bids
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions
- Bids received by the USCL, after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on crucial documents of the bids. Crucial documents will include the Letters, Certificates, Declarations, etc. The determination whether the document is crucial or not shall be performed by the USCL.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

4.5.12.2 Technical Rejection Criteria

- Technical Bid containing 4.commercial bid details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

4.5.12.3 Commercial Rejection Criteria

- Incomplete Commercial Bid.
- Commercial Bids that do not confirm to the Tender's Commercial Bid format.

4.5.13 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. USCL will not take responsibility towards this. However, USCL may provide necessary assistance, wherever possible, in this regard.

Income tax liability

The bidder will have to bear all Income Tax liability both corporate, service and personal tax.

4.5.14 Intellectual Property Rights

The bidder/Implementing Agency shall identify USCL against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

The Bidder shall indemnify the USCL against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

4.5.15 Provision of the Operational Manpower to view the feeds at Traffic Command Centre

The Agency is required to provide suitable manpower to support monitoring of the data feeds at Traffic Command Centre and support Ujjain Smart City Limited and Ujjain Police Department in operationalisation of the ITMS & City Surveillance project. Agency shall be required to provide such manpower meeting following requirements:

1. All such manpower shall be minimum graduate pass
2. All such manpower shall be without any criminal background / record.
3. Ujjain Smart City Limited reserves the right to carry out background check of the personnel proposed on the Project for verification of criminal record, at the beginning of deployment or during deployment.
4. Agency shall have to replace any person, if not found suitable for the job.
5. All the manpower shall have to undergo training from the Agency for at least 15 working days on the working of ITMS & City Surveillance project and Traffic Command Centre. Training should also cover dos & don'ts and will have few sessions from Ujjain Smart City Limited and Ujjain Police Department officers on right approaches for monitoring the feeds & providing feedback to Ujjain Smart City Limited, Ujjain Police Personnel and other associated government agencies.
6. Each person shall have to undergo compulsory 1 day training every month
7. Operational Manpower shall work in 3 shifts, with no person being made to see the feeds for more than 8 hours at a stretch.

4.5.15.1 Basic Infrastructure Services

Following services shall be provided by the Agency under the basic infrastructure services:

1. Ensure availability of the ITMS & City Surveillance infrastructure (both physical and IT) including but not limited to Racks, Storage and other peripheral equipment installed at the time of Project commissioning as per the SLAs.
2. Ensure scalability in terms of availability of racks and supporting infrastructure.
3. Proactive and reactive maintenance, repair and replacement of defective components (physical and other peripheral IT infrastructure) installed for the Project through this RFP. The cost for repair and replacement shall be borne by the Agency.

4. Any component (Physical & IT installed at the time of Project commissioning) that is reported to be faulty / non-functional on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame agreed upon in the Service Level Agreement (SLA).
5. Proactive monitoring of the entire basic infrastructure installed.
6. Agency shall maintain records of the maintenance of the basic infrastructure and shall maintain a logbook on-site that may be inspected by the Ujjain Smart City Limited and Ujjain Police at any time.

4.5.15.2 Network Monitoring Services

The activities shall include:

1. Agency shall provide services for management of Ujjain ITMS & City Surveillance Project to maintain performance at optimum levels on a 24 x 7 basis.
2. Agency shall monitor and administer the network.
3. Agency shall create and modify VLAN, assignment of ports to appropriate applications and segmentation of traffic.
4. Agency shall carry out break fix maintenance of the LAN cabling or maintenance work requiring civil work.

4.5.15.3 Integration Testing

This shall be a black-box testing role primarily to ensure that the application to be deployed does not disrupt the Ujjain ITMS & City Surveillance operations and affect other Ujjain ITMS & City Surveillance infrastructure in terms of performance and security.

The technical tasks to be carried out shall be as follows:

1. Functional Testing: Ensuring that the application functionality as described by the Ujjain Smart City Limited and Ujjain Police works adequately. The functional testing of application will necessarily be minimal as this is a core responsibility of the Supplier.
2. Performance Testing: Ensuring that the application meets expressed performance requirements on the Ujjain ITMS & Surveillance servers by using performance test tools and performance monitoring tools.
3. Security Testing: Testing for exploitable application security weaknesses that undermine the application security or the security of the infrastructure.

4.5.15.4 Vendor Management Services

The activities shall include:

1. Coordination with all the project stakeholders to ensure that all project activities are carried out in a timely manner.
2. Agency shall coordinate and follow-up with all the relevant vendors to ensure that the issues are resolved in accordance with the SLAs agreed upon with them.
3. Agency shall also ensure that unresolved issues are escalated to respective departments.
4. Agency shall maintain database of the various vendors with details like contact person, telephone nos., escalation matrix, response time and resolution time commitments etc.
5. Agency shall draw a consolidated quarterly SLA performance report across vendors for consideration of the Ujjain Smart City Limited and Ujjain Police.

4.5.15.5 Network Management

The objective of this service is to ensure continuous operation and upkeep of the LAN & WAN infrastructure of the project including all active and passive components. The selected Agency shall be responsible to coordinate with Network Service Provider for network related issues between Viewing Centres, DC, and Traffic Junctions. The services to be provided for Network Management include:

1. Ensuring that the network is available 24x7x365 as per the prescribed SLAs for the 1 year of operations
2. Attending to and resolving network failures and snags.
3. Support and maintain the overall network infrastructure including but not limited to LAN passive components, switches etc.
4. Configuration and backup of network devices including documentation of all configurations.
5. 24x7x365 monitoring of the network to spot the problems immediately.
6. Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers.
7. Ensuring timely information to the Ujjain Smart City Limited and Ujjain police pertaining to issues of City Network Backbone.

4.5.15.6 Physical Infrastructure Management and Maintenance Services

All the devices that will be installed in the project as part of the physical infrastructure should be SNMP enabled and shall be centrally and remotely monitored and managed on a 24x7x365 basis. Industry leading infrastructure management solution should be deployed to facilitate monitoring and management of the ITMS & Surveillance Infrastructure on one integrated console. The physical infrastructure management and maintenance services shall include:

1. Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the Agency.
2. The Agency hereby undertakes to maintain adequate onsite and offsite inventory of spare parts, components, and accessories necessary to ensure compliance with the uptime and performance requirements stipulated in the Service Level Agreement (SLA). The Agency shall be solely responsible for establishing and maintaining back-to-back support arrangements with the respective Original Equipment Manufacturers (OEMs) for all supplied hardware, software, and related components. The Agency shall furnish copies of the executed OEM/Authorized Service centers Service Level Agreements or equivalent authorization documents as proof of such arrangements.

In the event that any OEM product reaches its End of Life (EOL) or End of Support (EOS) status during the contract period, the Agency shall, replace such products with the latest equivalent or higher-grade products from the same or approved OEMs, ensuring uninterrupted service and full compliance with SLA parameters.

Any component or equipment reported as non-functional shall be repaired or replaced, either permanently or through a temporary substitute of equivalent configuration, within the response and resolution timelines defined in the SLA.

Note:- Failure of the Agency to meet the prescribed maintenance standards, response times, or uptime commitments shall render the Agency liable to penalties, liquidated damages, or other remedies as specified in the SLA and this Agreement

3. The selected Agency shall also maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by the Ujjain Smart City Limited and Ujjain Police at any time.

4.5.15.7 License Metering / Management

The Agency shall track software usage throughout the IT setup to effectively manage the risk of unauthorized usage or under-licensing of software installed at the Police Command Centre, and DC. This may be carried out using standard license metering tools.

4.5.15.8 Insurance

The Agency shall mandatory bear the cost of Insurance liability of current infrastructure.

4.6 Hand-over of the system at the end of contractual period along with all documentation required to operate and maintain the system

Agency will supply to the Ujjain Smart City Limited and Ujjain Police Department the following before the expiry of the contract:

1. Information relating to the current services rendered and data relating to the performance of the services; Entire documentation relating to various components of the Project, any other data and confidential information related to the Project.
2. All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project to enable Police Department and its nominated agencies, or its replacing Successful Agency to carry out due diligence in order to transition the provision of the Project Services to Police Department or its nominated agencies, or its replacing Successful Agency (as the case may be).
3. The Agency shall provide the Ujjain Smart City Limited or its nominated Agency with a recommended exit management plan ("Exit Management Plan").
4. Promptly during exit on reasonable request by the Ujjain Smart City Limited the Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Agency or sub-contractors appointed by the Agency). The Ujjain Smart City Limited shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Agency shall permit the Ujjain Smart City Limited or its nominated agencies to have reasonable access to its employees and facilities, to understand the methods of delivery of the services employed by the Agency and to assist appropriate knowledge transfer

4.7 Other

1. Agency to ensure that for operation and maintenance team has the uniform with the identity card, safety shoes, helmet, Neon Jackets etc.
2. Agency will have to carry his own four-wheeler with hydraulic ladder of 15 feet length for carry out implementation and maintenance work (including transportation of items required for Project) during the Contract Period. All the expenses pertaining to four-wheeler such as driver's expense, fuel, lubricants, maintenance, etc. will have to be borne by the Agency. The Agency will have to keep minimum 1 number of loaded 4-wheeler for maintenance & minimum 1 number of 4-wheeler for supervision. Ujjain Smart City Limited may ask bidder to arrange additional vehicle if required. The vehicle & related accessories should follow RTO norms of Government of Madhya Pradesh.
3. Agency will pay the recurring electricity charges. These charges will be then reimbursed by Ujjain Smart City Limited. Agency shall maintain power backup at all field locations and command centre at its own cost. And make sure that all locations should be live.
4. Agency will implement the Biometric attendance system for the attendance of Project team proposed in this document. The Agency will share the attendance report with the Client at the end of the month. The quarterly payment will be disbursed as per the SLA clauses.

4.8 Responsibility Matrix

Below is the table of the responsibility matrix, providing roles and responsibilities of various stakeholders for this project during various stages of the project. For the table given below, following is the terminology which is being used:

<i>R – Responsible A – Accountable C – Consulted I – Informed</i>							
#	Key Activities	Successful Bidder	USCL	Network Vendors	Electricity Providers	Ujjain Police	PMC
1.	Project Kick Off	R/A	C	I	I	I	C
2.	Deployment of manpower	R/A	C	I	I	I	C
3.	Assess the requirement of IT Infrastructure and Non IT Infrastructure	R/A	C	C	C	C	C
4.	Assessment of Business processes	R/A	C	I	I	C	C
5.	Assessment of requirement of Software requirements	R/A	C	I	I	C	C
6.	Assess the Integration requirement	R/A	C	C	C	C	C
7.	Assess the connectivity requirement all locations	R/A	C	C	I	C	C
8.	Assessment of training requirement	R/A	C	I	I	C	C
9.	Formulation of Solution Architecture	R/A	C	C	I	C	C
10.	Creation of Detail Drawing	R/A	C	C	I	C	C
11.	Detailed Design of ITMS Solutions	R/A	C	C	I	C	C
12.	Development of test cases (Unit, System Integration and User Acceptance)	R/A	C	C	I	C	C
13.	Preparation of final bill of quantity and material	R/A	C	C	C	C	C
14.	SoP preparation	R/A	C	C	C	C	C
15.	Physical Infrastructure setup	R/A	C	I	I	I	C
16.	Procurement of Equipment , edge devices, COTS software (if any), Licenses	R/A	C	I	I	I	C
17.	IT and Non IT Infrastructure Installation	R/A	C	I	I	I	C

R – Responsible A – Accountable C – Consulted I – Informed							
#	Key Activities	Successful Bidder	USCL	Network Vendors	Electricity Providers	Ujjain Police	PMC
18.	Software Application customization (if any)	R/A	C	I	I	I	C
19.	Development of Bespoke Solution (if any)	R/A	C	I	I	I	C
20.	Integration with Third party services/application (if any)	R/A	C	I	I	I	C
21.	Unit and User Acceptance Testing	R/A	C	I	I	I	C
22.	Implementation of Solutions	R/A	C	I	I	I	C
23.	Preparation of User Manuals , training curriculum and training materials	R/A	C	I	I	I	C
24.	Role based training(s) on the Command Centre Software	R/A	C	I	I	I	C
25.	SoP implementation	R/A	C	C	C	C	C
26.	Integration of solutions with Command and Control Centre	R/A	C	C	C	C	C
27.	Go Live	R/A	C	I	I	I	C
28.	Operation and Maintenance of IT, Non IT infrastructure and Applications	R/A	C	I	I	I	C
29.	SLA and Performance Monitoring	R/A	C	I	I	I	C
30.	Logging, tracking and resolution of issues.	R/A	C	I	I	I	C
31.	Application enhancement	R/A	C	I	I	I	C
32.	Patch & Version Updates	R/A	C	I	I	I	C

Note: All decisions will be taken by USCL which need to be abided by all the stakeholders in the above matrix.

4.9 Storage

The estimated Storage requirement for the ITMS and Surveillance system project is as below:

#	Minimum Storage Requirement	TB
1	Total	1000

Note: Bidder is expected to carry out the storage requirement estimation and supply as per the solution proposed, if the estimation is more than above specified. They may also refer the bandwidth estimation and storage functional requirements as provided in this RFP.

4.10 Backup Software

- The software shall be primarily used to back up the necessary and relevant video feeds from storage that are marked or flagged by the Police. The other data that would require backing up would include the various databases that shall be created for the surveillance system. Details of data that would be created will be provided to the successful bidder
- Scheduled unattended backup using policy-based management for all Server and OS platforms
- The software should support on-line backup and restore of various applications and Databases
- The backup software should be capable of having multiple back-up sessions simultaneously
- The backup software should support different types of backup such as Full back up, Incremental back up, Differential back up, Selective back up, Point in Time back up and Progressive Incremental back up and snapshots
- The backup software should support different types of user interface such as GUI, Web-based interface, etc.

4.10.1 Directory services

- Should be compliant with LDAP v3
- Support for integrated LDAP compliant directory services to record information for users and system resources
- Should provide authentication mechanism across different client devices / PCs
- Should provide support for Group policies and software restriction policies
- Should support security features, such as Kerberos, Smart Cards, Public Key Infrastructure (PKI), etc.
- Should provide support for X.500 naming standards
- Should support that password reset capabilities for a given group or groups of users can be delegated to any nominated user
- Should support that user account creation/deletion rights within a group or groups can be delegated to any nominated user
- Should support directory services integrated DNS zones for ease of management and administration/replication.

1. Major Server components for VMS

Video Management Server(s)	Video Management System Servers will maintain coherent operations between all servers and workstations. It will host Control Centre, where the system is administered, and System database. It will monitor one or more Recorder servers on separate dedicated computers, storage devices, IP-compatible devices, and one or more workstation. All network communication will also be performed via the Video Management servers.
Video Recording Server(s)	The Video Recorder Server will be a dedicated server that will store and processes video with the help of Video Management System
Web Server(s)	It will be used to launch the client application remotely through web browsers.
Gateway Server (s) – If required	A Media Gateway server will be used to establish remote connections to review and transcode the video. Standalone Media Gateway servers can also be installed on separate machines. Standalone servers will be recommended for such large systems that will transfer video data to remote clients.

4.11 Safety Measures

The following safety measures are required to ensure by the Implementing Agency.

A. Electrical Safety: Lightning Protection

City is prone to intermittent strikes by lightning during the monsoon season and at other times. Particular attention shall be paid to the incorporation of adequate protective measures for all equipment and cabling provided under the Contract. Additional requirements relating to individual Contracts are to be included in the Specification.

B. Earthing

Proper earthing to the signal junction controllers, poles & fixtures, electric meter cabin shall be provided as per the Indian Electricity rules. All the junction poles shall be interconnected with the earthing wire (G.I. or otherwise) of specified gauge and the common point shall be earthed near the controller of signal junction as per the standard procedure described in the I.E. Rules for earthing.

C. Protective Requirements (Electrical)

Safety requires that all installations shall be such as to allow the operation of internal protective devices upon the occurrence of a fault, and that all non- current carrying metallic parts shall be connected to the appropriate earth terminal in such a manner as to ensure that hazardous voltage cannot exist on exposed conductive metalwork.

Where protection against dangerous earth-leakage currents by fuses or excess- current circuit breakers is admissible as defined in IS:3043 - 1987, Cl. 19.2, one of the following methods of earthing shall be employed:-

- (a) Where the supply undertaking will provides a Safety Earth labelled Do Not Remove earthing point, which affords a metallic return path to the means of earthing, the earthing lead shall connect the installation-earthing terminal to this point
- (b) Where a means of earthing is not be provided by the electricity supply undertaking, the installation-earthing terminal shall be connected to an effective earth electrode (appropriate label shall be supplied). In such a case a residual current operated earth leakage circuit breaker (ELCB) with a rated operating current not exceeding 30 milliamperes and an operating time not exceeding 30 milliseconds shall be provided.
- (c) Where the supply undertaking will provide a combined neutral/earth supply PME (Protective Multiple Earthing system) the earthing lead shall be connected to the consumers installation shall so be arranged that connection to the neutral conductor of the incoming supply can be carried out by the supply undertaking when the conditions for allowing such a connection have been met. This shall be labelled appropriately.

D. In all cases the appropriate earthing method must be ascertained from the local supply undertaking. A summary of the conditions to be met for the installation of a PME system is outlined below:-

- (a) All cabinets, poles and other metal hardware comprising the traffic signalling, Data Transmission equipment installation shall be connected to the installation main earthing terminal by an Earth Continuity Conductor (ECC).
- (b) The connection to metalwork, which is not normally removed. The terminal shall be constructed of a material, which will minimise galvanic corrosion resulting from contact with the ECC or other metal part. Its design shall be such that damage to cables or insulation or loosening due to vibrations does not occur.
- (c) Wire terminations shall be by the use of soldered or crimped lugs or screwed terminations. Specialist tools shall be used that ensure that crimped lugs shall only be applied by using calibrated ratchet pneumatic type crimp tools to ensure correct tension is applied to the termination lugs.
- (d) The ECC shall be designed and installed so that it complies with IS: 3043 - 1987, CL. 22.2 or an equivalent International standard. Individual earthing conductors shall be insulated and colour-coded green/yellow strips.
- (e) All cable sheaths and/or armouring used, as an earth continuity conductor shall satisfy the requirements of IS: 3043 - 1987, CL. 9.2.5. Sheathed and/or armoured cables within posts and/or equipment shall have the cable sheaths and/or armouring connected to earth.
- (f) Where the sheathed and armoured cables are installed vertically in traffic signal posts then support clips shall be provided.

- (g) Where it is necessary to install an earth leakage circuit breaker for electrical protection this shall comply with the IEE Regulations or an equivalent International or Indian standard.
 - (h) The main earthing terminal shall be connected to the arching point by a copper earthing lead, insulated and colour coded green/Yellow stripe with a minimum cross sectional area of 6 mm square. Where an earth leakage circuit breaker is used then the cross sectional area of the earthing lead need not exceed 2.5mm squared.
- E. The electricity supply provided by any of the nominated supply companies shall be by means of a single phase service terminated in a cut-out of a type having incoming phase and neutral terminals. The supply companies or certified competent person will connect equipment conductors of not less than 4mm square copper (phase and neutral) and 6mm squared earth conductor to their cut-out. The cut-out shall incorporate a high breaking capacity fuse carrier and fuse of correct rating (as specified by the equipment manufacturer) to comply with the type requirements and maximum earth impedance's quoted in the IS: 732 or the Institute of Electrical Engineers regulations. Where electricity supplies are installed adjacent to existing supplies or equipment supplied by others then the Contractor shall take care not to have conflicting electricity phases present, which may cause 415Voltages to be present. In unavoidable circumstances where it has not been possible to provide a separate signal pole and alighting column is being used in its stead labelling as per IEE Standards shall be used at both points. Where the Contractor identifies such circumstances, the Contractor shall immediately inform the Engineer who will make any final decisions.
Where mains supply cables are installed other than by the nominated providers the same requirements for all cables and cut-outs shall apply and the purchaser responsible for providing the mains supply to the equipment shall consult the relevant Electricity Authority to ascertain that the proposed installation complies with their requirements.
- F. Working at Height
The signal aspects and cable termination work is carried out at height, hence special attention shall be given to work at height. The ladder of sufficient height or Mac-Lifton shall be used. The required care as described in the Indian safety Rules shall be strictly observed. If any accident or Mishap happen due to any reason the contractor will be held solely responsible for the same.
- G. The Client will not be responsible to any such untoward incidents arising from the negligence or improper method or lack of safety procedures.
- H. Use of Personal Protective Equipment: The contractor shall ensure that all the protective equipment is given to the employees working on site. The contractor will be held solely responsible for any negligence on this part.
- I. Working on Site: The civil work as well as mechanical work is carried out on the site. The Site shall be properly barricaded by the FRP barricades. The blinkers shall be provided on the ends and at the turning to visualize the on-going work to the road users. The illuminated batten shall be used during night hours to control the traffic. The workers working on the site shall wear the reflective jackets during the working hours. The road safety norms for work on site shall be strictly followed. The display boards shall be provided on site with following details - Go slow - work in progress, inconvenience caused is regretted, use the diversion, name of the contractor etc. The supervisor in-charge of the site shall issue the work permit to the staff on working after satisfying the safe conditions on site for work.
 - (a) Suitable scaffolds shall be provided for workmen for all that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
 - (b) Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, belted braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- (c) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. for ladder Secretary and including 3 meters in length. For longer ladders this width shall be increased by at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.
 - (d) Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or places as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
- J. Demolition
- (a) Before any demolition work is commenced and also during the process of the work.
 - (b) All roads and open areas adjacent to the work site shall either be closed or suitably protected
 - (c) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - (d) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- K. All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- (a) Workers employed on mixing asphaltic materials, cement and lime mortars/concrete shall be provided with protective footwear, hand gloves and goggles.
 - (b) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
 - (c) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - (f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken;
 - (g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - (h) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
 - (i) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- L. Adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- M. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
- N. These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
- (a) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffold winch or give signals to operator.
 - (b) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained

by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- (c) In case of departmental machine, safe working load shall be notified by the Engineer, as regards contractor's machine the contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.
- O. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- P. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- Q. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Provisions shall be named therein by the contractor.
- R. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representative and the inspecting officers.

Notwithstanding the above provisions, the contractor is not exempted from the operation of any other Act or Rule in force.

4.12 Implementation Schedule, Deliverables and Payment Terms

4.12.1 Deliverables & Payment Schedule

The payment of during Go-Live shall be strictly on project milestone basis as per actuals based on the details provided in the table provided below. The payment shall be released on successful completion of various deliverables to the satisfaction of USCL as percentage (%) of the total contract value.

Due to ongoing projects in the city, such as the Underground Drainage / Sewerage project, Junction improvements, Integrated Command and Control Centre, amongst others, there may be certain delays to this assignment. The Vendor shall not be held responsible for any delay on part of the client and should consider the same while implementing the contract.

In case part of the sites are made available then proportional part payment for the Capex items shall be released. However, Go-Live shall be considered only when the complete scope has been achieved.

T = Signing of Contract

Timelines & Payment Schedule

The project is planned in the following manner: Phase	Implementation Plan/Activities	Timeline	Payment
Letter of Intent/Project Award (LOI)		T0	No Payment
Submission of Plan of Action report for entire contract period		T0+10 Days	No Payment
Agreement Signing		T1=To+15 Days	No Payment
Comprehensive Maintenance		Quarterly Payment based on performance and SLA report.	

Where T0 = date of issue of LOI

Note:

1. Quarterly Payment shall be made after deduction basis the SLA (System Generated)
2. Change Order (if Any) shall be paid separately only after UAT and Audit by the Authority and will not be a part of regular quarterly payment

4.12.2 Payment Terms

1. All payments shall be made in quarterly.
2. The Contractor's request(s) for payment shall be made to the USCL in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted along with MIS & system performance reports and upon fulfilment of other obligations stipulated in the contract.
3. Payments shall be made promptly by the USCL within forty-five (45) days after submission of the invoice or claim by the Contractor, after quality inspection and verification by the USCL's Official of the conformity of the Services supplied as per the agreed specifications.
4. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of Agency.
5. All remittance charges shall be borne by the Successful Agency.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties / liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
8. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and Regulations
9. It is the responsibility of the bidders to quote for and provide all the H/w and S/w for meeting all the requirements of the RFP. In case during evaluation, it is found that certain H/w or S/w which is critical for meeting the requirement of this RFP and has not been quoted as part of Bill of material (BoM), the bid can be rejected as nonresponsive. Additionally, if after the award of contract, it is felt that additional H/w or S/w are required for meeting the RFP requirement and the same has not been quoted by the Successful Bidder, the Successful Bidder shall provide all such additional H/w or S/w at no additional cost to USCL.
10. Payment of Operations and maintenance phase will be made on monthly basis (at completion of each quarter) based on the adherence to SLA, for the amount quoted for each respective year.

4.12.3 Indicative Resource Requirement

The below table illustrates a minimum indicative Team for Implementing Agency 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	Number of Personnel	Minimum qualification, Role and Responsibility
1.	Project Manager	1	Graduate with at least 8 years of experience Post-Graduation (BE and ME) with 5 Year Experience Role and Responsibility: Manage the entire Project
2.	Traffic Command Centre Expert	1	Graduate with at least 5 years of experience. Role and Responsibility: Traffic control centers play a vital role in transport management. They are responsible for real-time traffic monitoring and control, incident management, transportation planning and optimization, traveler information, and coordination with other agencies.
3.	Integrated Traffic Management System Expert	1	Graduate with at least 5 years of experience. Role and Responsibility: Programming of traffic management sites. Attending meetings with the management team and or clients. Reporting to respective Teams manager or Contracts and Operations Manager.

4.	Network & Security Engineer	2	Graduation (BE - CS) with 5 Year Experience- CISCO Certified, Hacking Tools expertise. Role and Responsibility: Planning, designing, optimizing, auditing and troubleshooting Network security systems. confidentiality, integrity and availability Critical infrastructure security. Application security. Network security. Cloud security. Internet of Things (IoT) security.
5	Technical Expert for Server, Storage and software applications like video management system, EMS etc.	1	Graduate with at least 5 years of experience. Role and Responsibility: Designs and plans hardware deployments, software upgrades, and significant operational initiatives. Assist with installations, configurations, updates, and maintenance of Microsoft Windows and RHEL servers in a large, complex environment. Knowledge of HP hardware (Blades, enclosures, rack mounted, etc).
6.	Field Support Engineers	2	Diploma with at least 3 years of experience At least (1) person available during working hours and exceptionally 24X7 in case of emergencies Role and Responsibility: Field Support Engineers provide on-site support for client networks. The engineer must possess knowledge of network hardware, networking, software, and configuration. They address tasks such as the testing, documenting, setting up, and installation of network hardware.
7.	Helpdesk Executive	1	Graduation with 3 Year Experience Role and Responsibility: Provide customer support service on company-supported computer applications and platforms.
8.	Electrical Technician	1	Graduation / Diploma (Electrical) with 5 Year Experience Role and Responsibility: Electrical engineers design, develop, and test electrical devices and equipment, including communications systems, power generators, motors and navigation systems
9.	Police Command Centre / ICCO Operators	6	As required by the bidders to execute the project. Any Graduation with 3 Year Experience. Role and Responsibility: Monitoring the Surveillance & Monitor the Operations & Other Required works.
10.	Physical Security Guard	6	12th Pass with 3 Year Experience
11.	Housekeeping Staff	3	Role and Responsibility: Vacuuming, sweeping, Cleaning, Washing, emptying trash cans, dusting shelves, cleaning windows, and mopping floors.

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.

4.13 Data Ownership

USCL shall be the sole owner of all data generated and developed by/for this project. The Agency shall not utilize any data information other than functions/utility to maintain the ITMS (INTEGRATED TRAFFIC MANAGEMENT SYSTEM) as per scope of work. The Bidder shall ensure periodic reporting of data, including raw data to USCL for monitoring and assessment of system performance. The bidder shall also be responsible for ensuring real time transfer of data, wherever required by the authority.

4.13.1 Data Sharing and Data Privacy

Agency shall ensure that all the user data, operations data, commute data etc. shall be secured within the system with highest order of security. No breach of any kind with respect to data sharing and security shall be tolerated. Agency shall require prior permission of the authority before using the data for any third party. Data breach if found in any

case whatsoever shall be the responsibility of the Agency and their impact thereafter. No or only limited access to the data centre shall be provided to the Agency. No third-party data sharing devices shall be used. Only encrypted and secured gateway devices for any kind of data sharing shall be used. The application access should be user based and password protected.

4.13.2 Minimum Hours of Operation

The ITMS (Integrated Traffic Management System) shall be operational 24 X 7 through the contract period as defined in the SLA. Manpower availability as per profile requirements has been defined in respective section.

4.14 Service Level Agreement (SLA)

SLA defines the terms of the Implementing Agency's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.

The Successful Bidder / Implementing Agency is required to supply software / automated tools to monitor all the SLAs mentioned below.

Note: Penalties shall not be levied on the Implementing Agency in the following cases:

- a. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder
- b. The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
- c. Theft cases by default would not be considered as "beyond the control of Bidder". However, certain cases, based on circumstances & certain locations, USCL may agree to qualify as "beyond the control of Bidder". Damages due to any accident / mishap shall be considered as "beyond the control of Bidder", but the selected agency will have to arrange the damaged setup at its own cost. In case of, Power shut down or deliberate damage to field devices such as Cameras, Audio Systems etc. at all locations, the selected agency will be fully responsible. The selected agency will have to arrange for power backup, required field devices at its own cost.

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

4.14.1 Definition

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

- a. "Uptime" shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$

- b. "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of Implementing Agency.
- c. "Incident" refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Agency that may lead to disruption in normal operations of the ITMS System.
- d. "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective vendors,

getting the confirmatory details about the same from the vendor and conveying the same to the end user), the services related troubles during the first level escalation.

4.14.2 Measurement of SLA's

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

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

- a. The Implementing Agency will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100
- b. The Implementing Agency will get lesser payment in case of the lower performance. (For e.g. if SLA point score is 80 then the Implementing Agency will get 20% less on the quarterly payment – The formula calculating the deductions is “ $(100 - \text{SLA Point Score})\%$ ”)
- c. If the performance of the Agency in respect of any parameter falls below the prescribed lower performance limit, debit points are imposed for the breach.

The credit (+) points earned during the quarter will be considered for computing penalty. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

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

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

Total liquidated damages to be levied on the Implementing Agency shall be capped at 10% of the total contract value. However, USCL would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value. Liquidated damages to be levied during Post Implementation period shall be capped at 10% of the OPEX value. USCL would also have right to invoke termination of contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

4.14.2.1 Implementation Phase SLA's

Timely delivery of the Scope of Work

Definition	Timely delivery of deliverables would comprise installation and commissioning of entire bill of material and the application systems, and as per successful UAT of the same.
Service Level Requirement	All the deliverables defined in the contract has to be submitted On-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the timelines mentioned in the section "Project Timelines"
Penalty for non-achievement of SLA Requirement	Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.2% of the CAPEX of contract per week for first 8 weeks and 0.3% per week for every subsequent week. If the liquidated damage reaches 10% of the total contract value, Authority may invoke termination clause. Liquidated damage will be computed on Capex value of contract value

4.14.2.2 SLA Matrix for Post Implementation SLAs

Sr. No.	Performance Area	Baseline		Lower Performance	Breach		
		Metric	Points	Metric	Points	Metric	Points
1. Field devices- Surveillance Cameras, RLVD system, Speed Detection system, Public Address System							
1	Uptime per Traffic Signals (Red-Amber-Green) Lights	98%	5	>= 96% to <98%	2.5	<96%	0
2	Variable Message Signboard (VMS)- Uptime	98%	5	>= 96% to <98%	2.5	<96%	0
3	Public Call Box – Uptime	98%	5	>= 96% to <98%	2.5	<96%	0
4	Uptime per Surveillance Cameras (live feed available irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
5	Uptime of Speed Detection system (Irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
6	Uptime of RLVD system (Irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
7	Uptime per PA system (live/recorded announcements available irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
2. Application Performance (includes any user/system application related to the project)							
1	Overall application(s) availability	99%	10	>= 96.5 % to <99%	5	< 96.5 %	0
2	Reports Generation Response Time (Alerts/MIS/Logs etc.)	Simple query - < 5secs Medium complexity query - <30 secs	5	Simple complexity Query = 5.01 – 10 secs	2.5	Simple complexity Query = > 10 secs Medium complexity query = > 60 secs	0

Sr. No.	Performance Area	Baseline		Lower Performance	Breach		
		Metric	Points	Metric	Points	Metric	Points
		High Complexity query - < 1min		Medium complexity query = 30.01 – 60 secs High Complexity query = < 60.1 sec – 2 min		High Complexity query => 2 min	
3. Video Analytics Performance							
1	ANPR for Standard Roman Number plates (3 wheelers & above)	80%	4	79.99% to 60%	2	< 60 %	0
2	ANPR for Non-Standard Roman Number plates (3 wheelers & above) please define non standard	60%	4	59.99% to 40%	2	< 40 %	0
3	ANPR for Standard Roman Number plates (2 wheelers)	80%	4	79.99% to 60%	2	< 60 %	0
4	ANPR for Other Number plates (2 wheelers)	60%	4	59.99% to 40%	2	< 40%	0
5	Any other analytics (SLA to be defined in discussion with Successful Bidder)	80%	4	79.99% to 60%	2	< 60%	0
4. End-User Equipment Uptime							
1	Video wall System (Linkage) at Command Centre / ICC	99%	5	>= 96 % to <99%	2.5	< 96 %	0

Sr. No.	Performance Area	Baseline		Lower Performance	Breach		
		Metric	Points	Metric	Points	Metric	Points
2	Monitoring workstations (Links) at Command Centres / ICCC	99%	5	>= 96 % to <99%	2.5	< 96 %	0
5. Underlying IT Infrastructure Uptime/Availability at ICCCs							
1	Production Servers Uptime	99.95%	5	>= 99.5 % to <99.94%	2.5	< 99.5%	0
2	Storage System Uptime	99.95%	5	>= 99.5 % to <99.94%	2.5	< 99.5%	0
6. Security /Patch Services for IT Infrastructure							
1	Firewall and any other security appliance Uptime	100%	5	97 % to 99.99%	2.5	< 97%	0
2	Security rules update within 2 hours of approved change management request	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
3	Anti-virus, Anti-spyware, Anti-spam updates within 24 hrs. of request	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
4	Critical Patches – within 48 hours of patch release.	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
5	Non Critical Patches – within 15 days of patch release.	Up-to 1 violations of service parameters	1	2 – 5 violations	0.5	> 5 violations	0
6	Resolution of low level Issue (upgrade, shifting and preventive maintenance (of non-production items))	2 days	1	>=2 to 3 days	0.5	> 3 days	0
	Total Score		100		50		0

4.14.3 General Instructions related to SLAs mentioned

- a. Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances & certain locations, USCL/ End user department may agree to qualify as “beyond the control of Bidder”.
- b. In case of power outage / shut down at all locations, the selected agency will be fully responsible. The selected agency will have to arrange for power backup at its own cost.
- c. Damages due to Road Accident / Mishap shall be considered as “beyond the control of Bidder”.
- d. Deliberate damage to field devices: camera, Pole etc. would not be considered as “beyond the control of Bidder”
- e. Bidder is advised to have strong poles & proper housing to protect from such damages.
- f. Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, Bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for Resolution of Critical Level / Medium Level / Low level issues. In case bidder doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

4.14.4 Security Breach SLA

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

Definition	Security of the video feeds and the overall system is important and Successful Bidder shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are– • Availability of Video feeds to any other user than those authorized by USCL / End user department and provided passwords • Availability of any report / data to any other user than those authorized by USCL/ End user department, and provided passwords • Successful hacking of any active component on the network by any unauthorized user Or any other privacy rule is broken as per Govt. of India guidelines
Service Requirement	Security compliance of the system should be 100%
Measurement of Level Service Parameter	Any reported security breach shall be logged into the SLA Management solution as a security breach
Penalty for non-achievement of SLA Requirement	For every security breach reported and proved, there shall be a penalty of INR 2,00,000/- or lead to termination of contract

4.14.5 Breach in supply of Technical Manpower

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

Definition	Bidder is required to propose the CVs of the required technical manpower (as mentioned in this RFP). It is vital that such manpower is available to USCL/ End user department and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these man-power.
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Service Level Requirement	Availability of the required man-power should be 100%. Implementing Agency to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with USCL Note: Project team shall require to take the approval from the USCL or concerned authority. The penalty shall be waived off for that approved leaves. In case of absence of approval the penalty shall be levied.						
Measurement of Service Level Parameter	Following instances would be considered as SLA non-compliances: • Replacement of a profile by the Bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year) • Non-deployment of the profile for more than 1 month. Authority reserves the right to ask Implementing Agency to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark • Note: Replacement due to reasons not in control of Implementing Agency (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.						
Penalty for non-achievement of SLA Requirement	For every SLA non-compliance reported and proved, there shall be a penalty as given below: <table border="1"> <thead> <tr> <th>Team Member</th><th>Penalty</th></tr> </thead> <tbody> <tr> <td>Project Manager</td><td> • Penalty of Rs 5,000 for the 1st week of non-availability at Project site • Penalty of Rs. 10,000 for the 2nd week of non-availability at Project site • Penalty of Rs. 50,000 thereafter(3rd week onwards) per week of non-availability </td></tr> <tr> <td>For all other team members</td><td> • Penalty of Rs 1,000 per day of non-availability for 7 days at Project site • Penalty of Rs. 2,000 per day of non-availability after 7 days at Project site </td></tr> </tbody> </table>	Team Member	Penalty	Project Manager	• Penalty of Rs 5,000 for the 1st week of non-availability at Project site • Penalty of Rs. 10,000 for the 2nd week of non-availability at Project site • Penalty of Rs. 50,000 thereafter(3rd week onwards) per week of non-availability	For all other team members	• Penalty of Rs 1,000 per day of non-availability for 7 days at Project site • Penalty of Rs. 2,000 per day of non-availability after 7 days at Project site
Team Member	Penalty						
Project Manager	• Penalty of Rs 5,000 for the 1st week of non-availability at Project site • Penalty of Rs. 10,000 for the 2nd week of non-availability at Project site • Penalty of Rs. 50,000 thereafter(3rd week onwards) per week of non-availability						
For all other team members	• Penalty of Rs 1,000 per day of non-availability for 7 days at Project site • Penalty of Rs. 2,000 per day of non-availability after 7 days at Project site						

4.14.6 Explanation Notes for SLA Matrix

A) Field Sensors (Surveillance Cameras, RLVD, ANPR, Speed violation detection, PA systems etc.) Availability

Definition	“Field Sensors (Traffic Signals, Surveillance Cameras, RLVD, ANPR, Speed violation detection, PA systems etc.) Availability” means availability of the sensor data to the Traffic Command Centre.
Measurement of Service level Parameter	$[(\text{Total average Uptime of all the respective field sensors in a quarter}) / (\text{Total Time in a quarter})] * 100$

B) Application Availability

Definition	Application availability refers to the total time when the Application is available to the users for performing all activities and tasks.
Measurement of Service level Parameter	$[(\text{Total Uptime of the Application in a quarter}) / (\text{Total Time in a quarter})] * 100$

C) Issue Resolution

Explanation	Issue Resolution SLA shall monitor the time taken to resolve a complaint / query after it has been reported by USCL /End user department to the Successful Bidder.
Service Level Requirement	Different Issues/Queries shall be classified as in following three categories as defined above. Critical: Issue that impacts more than one production services / is raised by higher management / is impacting high importance areas Medium: Issue that doesn't impact more than one production services but has a potential to impact or may get escalated to top management if not resolved quickly Low: Upgrades, shifting, preventive maintenance. Issues which don't have impact on services.

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.

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

5 Model Master Agreement

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

This Contract is made and entered into on this day of <<MONTH<<, 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

XXXX having its office at XXXX referred to as the “Agency” or the “SI” (which expression shall include its successors, administrators, 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 <<PROJECT NAME>> conforming to specifications as set forth in the Scope of Work in the RFP issued.
2. And Whereas the Agency 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/15 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 Agency and has placed Letter of Acceptance / Notification of Award vide its letter No. XXXXXX on the Agency.

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 "Agency" as recorded in the Contract form signed by the Client and the "Agency" 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) "Agency's Representative" means the person or the persons appointed by the Agency 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) "Kick off Meeting" means a meeting convened by the Client to discuss and finalize the work execution plan and procedures with Agency.
- i) The "SI" means the company / consortium with whom the order has been placed for providing Services as specified in this tender/Contract and shall be deemed to include the Agency's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
- j) "Lead Bidder" is the entity which is mentioned in the Consortium Agreement as such and in whose favour the LOA is issued by Client.
- k) "Agency'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 Agency for the purposes of the Contract.
- l) "Parties" means the Client and the Agency 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 Agency 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 Agency to meet the design criteria.
- o) "Sub-Agency" 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 Agency after necessary consent of Client.
- p) "The Contract Price/Value" means the price payable to the Agency 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 Agency is used, it shall mean the Bidder, 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/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; 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 Annexures, 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 Annexures, 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, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / 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 Agency:
 - a) Furnishing of an unconditional and irrevocable and continuing **Bank Guarantee for Contract Performance of the sum of XXXX /- (XX% 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
 - d) If applicable, the Consortium Agreement should be signed between all the Consortium Members and submitted to Client.

Representations & Warranties

- 10. In order to convince the Client to enter into this Contract, the Agency 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 Agency 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 Agency 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 Agency 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 Agency shall be bound by all the terms of the Bid and the Contract through the term of the Contract;
- e) That the Agency 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 Agency 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 Agency 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 Agency 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 Agency of the Contract nor the Agency'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 Agency;
 - 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 Agency 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 Agency;
- l) That the Agency 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 Agency which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
- m) That the Agency 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 Agency does not, so far as the Agency is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Agency is aware, none of the Intellectual Property Rights, owned or enjoyed by the Agency or which the Agency is licensed to use, which are material in the context of Agency's business and operations for the performance of this Contract are being infringed nor, so far as the Agency is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Agency by any person. All Intellectual Property Rights (owned by the Agency or which the Agency is licensed to use) required by the Agency 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 Agency 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 Agency 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 'Agency' 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 thereunder 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 Agency 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 Agency, in accordance with this Agreement

Execution of Work Order

12. In the event of tender being submitted with consortium of partners, the Lead 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.
14. In the event of tender being submitted with consortium of partners, the consortium cannot change its constituent partners during the execution of the work order without the express written permission from the client.

Assigning of Tender Whole or In Part

15. The Agency should not assign or make over the Contract, the benefit or burden thereof to any other person or persons or body corporate except declared consortium partners. They should not underlet or sublet to any person/s or body corporate except declared consortium partners 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

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

General Requirements

17. The Bidder shall study and understand the existing processes and RFP thoroughly.
18. The service delivery shall be of the highest quality.
19. 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.
20. The Successful Bidder at his own cost shall also arrange all stationary, projectors, drinking water.
21. 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.
22. 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.
23. 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
24. All electrical materials conforming to the Indian Standard Specification shall be used and the materials must comply with relevant standard specifications

Deviations

25. 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

26. 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.
27. Client shall provide space for the training and the Agency shall provide all other equipment related to training, including but not limited to Systems, Projector, Training Material, etc.
28. Detailed training schedule is provided as a part of scope of work defined in this bid.

Licenses

29. In case of Foreign Supplies, the Successful Bidder should arrange necessary import license and other clearances.
30. 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

31. 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. Agency shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Agency under this Contract. Agency 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 Agency 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

32. 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

33. The Successful Bidder is required to remit the Performance Bank Guarantee equivalent to 5% 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 held void and the Earnest Money Deposit remitted by them will be forfeited to Client.

Agency's Obligations

34. 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.
35. The Agency shall ensure that the Agency'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 Agency shall ensure that the Services are performed through the efforts of the Agency's Team, in accordance with the terms hereof and to the satisfaction of the Client. Nothing in this Contract relieves the Agency 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 Agency 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.
36. 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.
37. Third party claims - The selected Agency(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.

38. Delivery and documentation - Delivery of Goods shall be made by the selected Agency strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by the Client.
39. 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 Agency should be made with suitable justification and reasoning. However, the Agency 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.
40. Any equipment or material purchased, procured or developed as a result of this Contract shall belong to Client.
41. 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 Agency.
42. 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).
43. The Agency 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.
44. 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.

Agency's Representative

45. In case of a consortium, all the entities shall individually appoint their representative in the consortium for purposes of execution of this agreement and communicate the same to Client in writing.
46. Unless otherwise agreed with the Client, the named Project Manager shall be the Agency's Representative.
47. The Agency's representative shall have all the powers requisite for the performance of services under this Contract. The Agency'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 Agency'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 Agencies/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

48. 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 1copy 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.

49. The Infrastructure facilities / services, and manpower to be provided by the Agency 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 ICCC 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 Agency in writing.
50. The Agency 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 Agency 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 Agency 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

51. The Agency's undertaking of this Contract shall be deemed to mean that the Agency 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.
52. The Agency 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, Agency detects any obstructions affecting the work, the Agency shall take all measures to overcome them.
53. 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 Agency undertaking the works shall cover all the Agency'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 Agency takes in the absence of specific instructions from the Client Representative.

Agency's Team

54. The Agency 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 Agency for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The Agency shall promptly inform the Client in writing, of any revision or alteration of such organization charts.
55. The team proposed by the Agency 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. Agency should ensure that any replacement personnel, if unavoidable, is equivalent or better than the original personnel in terms of experience and qualification.
56. The Agency 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.

57. The Agency 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.
58. The Client Representative may at any time object to and require the Agency to remove forthwith from the site a supervisor or any other authorized representative or employee of the Agency or any person(s) deployed by Agency 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 Agency shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Client Representative.
59. The Client Representative may at any time request the Agency to remove from the work / Site the Agency's supervisor or any other authorized representative including any employee of the Agency or his sub-SI or any person(s) deployed by Agency or their agent / sub-Contractor for professional incompetence or negligence or for being deployed for work for which he is not suited. The Agency 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 Agency 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 Agency to remove that person from deployment on the work, which the Agency 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.
60. The Client Representative shall state to the Agency in writing his reasons for any request or requirement pursuant to this clause.
61. The Agency 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.
62. In case of change in its team composition owing to attrition, the Agency 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.
63. The following shall be considered as the approved team for the Agency:

As per Annexure

Contract administration

64. 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 Agency 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 Agency 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 Agency. The Agency 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.
65. A Committee comprising of representatives from the Client and the Agency 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

66. 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 Agency. 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.
67. 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 Agency of its obligations/functions in accordance with the standards committed to or required by the Client and the Agency 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 Agency failing which the Client may, without prejudice to any other rights that it may have issue a notice of default.
68. 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

69. The Client Representative shall interface with the Agency, 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.
70. Client shall ensure that timely approval is provided to the Agency, 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

71. The Agency 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.
72. The Agency shall adhere to the Information Security policy developed by the Government of India.
73. 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 Agency 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 Agency to protect its own proprietary information. Agency recognizes that the goodwill of Client depends, among other things, upon Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by Agency could damage Client and that by reason of Agency’s duties here under. Agency may come into possession of such proprietary information, even though Agency 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. Agency shall use such information only for the purpose of performing the said services.
74. 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 Agency by Client including any copies or reproductions, both hard copy and electronic copy.

Ownership of Equipment

75. The Client shall own the equipment / software and data centre infrastructure, supplied by the Agency 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

76. 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. Agency 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.
77. 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. Agency shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.
78. 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 Agency 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.
79. Residuals: In no event shall Agency 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, Agency 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

80. SI shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Agency under this Contract in respect of its personnel deputed under this Contract as well as Agency's equipment, tools and any other belongings of the Agency or their personnel during the entire period of their engagement in connection with this Contract. Client will have no liability on this account.
81. 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.

82. Notwithstanding anything contained in any provision of this Contract, save as specified above in this Clause Client shall defend, indemnify and hold Agency 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 Agency, its sub-Agencys, their agents or employees, in which case the Agency 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.
83. “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.
84. Certificate of Insurance: Before commencing performance of the Contract, Agency 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 Agency fails for any reason to renew such policies, then Client may replace same and charge the cost thereof to Agency. Should the relapse in any insurance required to be carried out by Agency hereunder for any reason; losses resulting there from shall be to the sole account of the Agency. 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

85. The Agency 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:
86. any negligence or wrongful act or omission by the Agency or the Agency’s Team or any sub-Agency/ third party in connection with or incidental to this Contract; or
87. Any breach of any of the terms of the Agency’s Bid as agreed, the Tender and this Contract by the Agency, the Agency’s Team or any sub-Agency/ third party.
88. The indemnity shall be to the extent of 100% in favour of the Client.

Confidentiality

89. The Agency 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;
90. The Agency may only disclose Confidential Information in the following circumstances: with the prior written consent of the Client; to a member of the Agency’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
91. The Agency 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 Agency’s team members to the satisfaction of the Client.

92. The Agency shall sign a Non-Disclosure Agreement (NDA) with the Client. The Agency, its antecedents and the sub-Contractor shall be bound by the NDA. The Agency will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies
93. The Agency 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.
94. The Agency 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 Agency in relation to a dispute arising out of breach of obligation by the Agency under this clause.

Term and Extension of the Contract

95. The term of this Contract shall be initially for a period of one year from the date of Go-Live issued by Client.
96. 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 Agency 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 Agency, at least 3 months before the expiration of the Term hereof, whether it will grant the Agency an extension of the Term. The decision to grant or refuse the extension shall be at the Client discretion.
97. Where the Client is of the view that no further extension of the term be granted to the Agency, the Client shall notify the Agency of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the Agency 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 Agency/Agency or create its own infrastructure to operate such Services as are provided under this Contract.
98. 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 Agency in the Commercial Bid for the Last such Time Period (Year)
 - b) Rate of maintenance as specified in the Payment Milestones.

Prices

99. 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

100. The Agency 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.
101. It shall be the responsibility of the Agency 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 ICCS 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.
102. Further upward revisions and or additions required to make Agency'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.

103. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification, etc. of the Bidding Documents which the Agency 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 Agency without any time and cost effect to Client.

Change Order

104. The change order will be initiated only in case
- a) The Client directs in writing the Agency 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 Agency to incorporate changes or additions to the various requirements already covered in the Contract.
105. 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.
106. 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.
107. If there is a different of opinion between the Agency 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"
108. Within 14 working days of receiving the comments from the Client or the drawings, specification, purchase requisitions and other documents submitted by the Agency for approval, the Agency 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

109. During detailed Engineering and subsequently, if the Agency 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.
110. In case such requirement arises from the side of the Agency, he would also verbally discuss the matter with Client Representative giving reasons thereof.
111. 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.
112. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Agency and Client to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

113. 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 Agency should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by Agency 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 Agency 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 Agency.
114. If Client accepts the implementation of the change order above in writing, which would be considered as change order, then Agency 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.
115. In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then Agency 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.
116. The Agency 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 Agency 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

117. 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 Agency 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 Agency. In case the change required by the Client exceeds 25% of the total Contract Price, the said change would be subject to the Agency providing his written consent to the Client request.

Conditions for extra work / change order

118. 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 Agency's obligations with respect to such work remain in accordance with the Contract.
119. The rates provided by the Agency as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

Suspension of Work

120. The Agency 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 Agency 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 Agency, if request for same is made and that

the suspension was not consequent to any default or failure on the part of the Agency. In case the suspension of works, is not consequent to any default or failure on the part of the Agency, and lasts for a period of more than 3 months, the Agency shall have the option to request the Client to terminate the Contract with mutual consent.

121. In the event that the Client suspends the progress of work for any reason not attributable to the Agency for a period in excess of 90 days in aggregate, rendering the Agency 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 Agency producing the requisite evidence from the bank concerned.

Tenure of Contract

122. 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

123. Implementation Schedule as per Annexure .

Payment Schedule

124. 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.
125. Payment Schedule as per Annexure
126. Price Bid as per Annexure .

Service Level Agreement

127. Service Level Agreements as per Annexure .

Penalty for Non-Fulfilment of Service Level Agreement

128. 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 Agency

129. The failure on the part of the Agency 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 Agency. The events of default as mentioned above may include inter-alia the following:
130. the Agency 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
131. The Agency has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Agency 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 Agency may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Client;
132. the Agency 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 Agency to comply with any stipulations or standards as laid down by the Client; or
133. the Agency/Agency'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
134. the Agency 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
135. 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 Agency.
136. The Agency/Agency's Team has failed to comply with or is in breach or contravention of any applicable laws.
137. Where there has been an occurrence of such defaults inter alia as stated above, the Client shall issue a notice of default to the Agency, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
138. Where despite the issuance of a default notice to the Agency by the Client the Agency fails to remedy the default to the satisfaction of the Agency, 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.
139. If the Agency 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

140. Where an Event of Default subsists or remains uncured the Client may/shall be entitled to:
141. 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 Agency shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Agency hereunder. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.
142. The Client may, by a written notice of suspension to the Agency, suspend all payments to the Agency under the Contract, provided that such notice of suspension:
- a) shall specify the nature of the failure; and
 - b) shall request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency
143. Where the Client deems necessary, it shall have the right to require replacement of any of the Agency's agents / sub-Contractors / vendors with another suitable member. The Agency 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 Agency 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 Agency all losses/ or other damages that may have resulted from such failure.

Termination of the Contract:

144. 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 Agency as may be required to offset any losses caused to the Client as a result of such event of default and the Agency 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 Agency may have resulted from such default and pursue such other rights and/or remedies that may be available to the Client under law.

Termination

145. The Client may, terminate this Contract in whole or in part by giving the Agency 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 Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency 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 Agency (or the Agency'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 Agency's Bid, the Tender or this Contract
 - c) Where the Agency'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 Agency, any failure by the Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Agency or the happening of any such events that are adverse to the commercial viability of the Agency. 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 Agency/Agency, and to ensure business continuity
 - d) Termination for Insolvency: The Client may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency 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 Agency 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 Agency 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

146. 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 Agency will be provided reasonable opportunity to explain its position.
147. 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 Agency 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 Agency/Agency, as may be required, to take-over

the obligations of the erstwhile Agency in relation to the execution/continued execution of the scope of this Contract.

148. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Agency or due to the fact that the survival of the Agency 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 Agency shall pay the Agency for that part of the Services which have been authorized by the Client and satisfactorily performed by the Agency 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 Agency as may be required to offset any losses caused to the Client as a result of any act/omissions of the Agency. In case of any loss or damage due to default on the part of the Agency in performing any of its obligations with regard to executing the scope of work under this Contract, the Agency shall compensate the Client for any such loss, damages or other costs, incurred by the Client. Additionally, the sub Agency / 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 Agency 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 Agency's Bid, the Tender and this Contract.
149. 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.
150. 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

151. The Agency 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

152. A penalty as per service level agreement of late completion beyond the stipulated commissioning schedule will be levied.
153. In the case it leads to termination, the Client shall give 30 days' notice to the Agency of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Agency initiates remedial action acceptable to the Client.
154. 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 Agency in its hands (which includes the Client right to claim such amount against Agency's Bank Guarantee) or which may become due to the Agency. Any such recovery or liquidated damages shall not in any way relieve the Agency from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

Compliance with Statutory Requirements

155. The Agency 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 Provisions Act, Fatal Accident Act, and other applicable Labour and other Laws and Regulations in force from time to time.

Special Terms

156. 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.
157. 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.
158. The Agency 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.
159. During the Contract period, any additional internet bandwidth as required in the name of Client is to be provided by the Agency at the rates finalised in the tender.
160. During the Contract period, if any tariff reduction is announced by TRAI or the operators, the same has to be extended by the Agency to the internet bandwidth and services.
161. 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

162. The Client and the Agency 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.
163. If, after Thirty (30) days from the commencement of such direct informal negotiations, the Client and the Agency 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.
164. In the case of a dispute or difference arising between the Client and the Agency 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.
165. The party raising the dispute shall bear the costs related to filing and proceedings of the Arbitration.
166. The Client may terminate this Contract, by giving a written notice of termination of minimum 30 days, to the Agency, if the Agency fails to comply with any decision reached consequent to this process.
167. 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 Agency's Liability towards the Client

168. Except in case of gross negligence or wilful misconduct on the part of the Agency or on the part of any person or company acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused by the Agency 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 Agency hereunder, or (B) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.
169. This limitation of liability shall not affect the Agency liability, if any, for damage to Third Parties caused by the Agency or any person or firm / company acting on behalf of the Agency in carrying out the Services.

Conflict of interest

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

Severance

171. 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

172. 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

173. The Agency 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 Agency 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

174. The Agency 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 Agency its written consent.

Force Majeure

175. 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.
176. 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 Agency 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.
177. 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

178. For the completion of the Contract period or extension thereof, the current Agency shall follow the Exit Management Plan given below.
- a) Selection of the Agency for the period beyond the current Contract (hereinafter referred to as 'New SI') by Client. The current Agency can also bid for the same.
 - b) Submission of reports on the history of physical infrastructure / IT hardware / software by the Current Agency 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 ICCC, etc. by the New Agency to meet the SLA requirements.
 - g) Current Agency has to co-ordinate with the New Agency for smooth rollout.
 - h) Parallel run by the New Agency and Current Agency for a period of 1 month to 3 months. The Current Agency has to provide necessary training to the New Agency for smooth takeover of operations.
 - i) The Current Agency shall transfer in good and working condition, all equipment (without any liability) necessary for the proper and normal operation of the ICCC, 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 Agency 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

179. 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

180. 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

181. 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:
- a) does not require material expenditure by the Providing Party to provide the same;
 - b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
 - c) cannot be construed to be Confidential Information; and
 - d) is capable of being provided by the Providing Party.
182. 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.
183. During the exit management period Agency 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

184. The Agency will promptly on the commencement of the exit management period, supply to the Client or its nominated agencies the following:
- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project's Intellectual Property Rights; any other data and confidential information related to Client;
 - b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Agency in a readily available format.
185. 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 Agency to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, or its Replacing Agency (as the case may be).

Employees

186. Promptly on reasonable request at any time during the exit management period or earlier, the Agency 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.
187. To the extent that any Transfer Regulation does not apply to any employee of the SI, Client or Replacing Agency may make an offer of employment or Contract for services to such employee of the Agency and the Agency 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

188. At any time during the exit management period, the Agency will be obliged to provide an access of information to Client and / or any Replacing Agency 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

189. 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 Agency for a reasonable period (minimum one month) after transfer.
190. SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
191. Each Exit Management Plan shall be presented by the Agency to and approved by Client or its nominated agencies.

192. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Agency complying with its obligations under this Schedule.
193. 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.
194. During the exit management period, the Agency shall use its best efforts to deliver the services.
195. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
196. 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

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

No Assignment

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

Survival

201. 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 Agency of its release from those obligations.

Entire Contract

202. 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

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

Jurisdiction of Courts

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

Compliance with Laws

205. The Agency shall comply with the laws in force in India in the course of performing this Contract.

Notices

206. A “notice” means:
- a) a notice; or
 - b) a consent, approval or other communication required to be in writing under this Contract.
207. 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@mpurban.gov.in

To Agency at:

<Address>

<Phone:>

<Fax :>

208. 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

209. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
210. 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.
211. 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

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

Application

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

IT Act 2000

214. 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, as amended time to time by the Government of India and rules framed thereunder.

IN WITNESS WHEREOF 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

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. P.D.M.C.,
Ujjain

-
2. Ujjain Municipal Corporation.
Ujjain

-
3. Police Department
Ujjain

-
4. Ujjain Smart City Limited
Ujjain
-

6 Bid Forms

6.1 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.

6.2 Bid Checklist

		Requirement		To be filled in by the Bidder	
Sl. No.	Check List Item	Online	Hard Copy	Available with the bid	Page Number of the Bid
<i>A</i>	<i>General</i>				
1	Filled In Bid Checklist	✓	NA		
2	Document Fees	✓	NA		
3	EMD Copy	✓	NA		
4	Signed Bid Document	-	NA		
<i>B</i>	<i>Eligibility / Eligibility Bid / Proposal</i>				
1	Cover Letter	✓	NA		
3	Copy of Registration Certificate	✓	NA		
4	Copy of GST Registration	✓	NA		

		Requirement		To be filled in by the Bidder	
Sl. No.	Check List Item	Online	Hard Copy	Available with the bid	Page Number of the Bid
5	Certificate as to Turnover and Positive Net Worth	✓	NA		
6	Experience Credentials supporting the Eligibility	✓	NA		
<i>C</i>	<i>Technical Bid / Technical Proposal</i>				
1	General Information	✓	NA		
2	Relevant Past Experience	✓	NA		
3	Proposed Personnel	✓	NA		
4	Hardware and Software List	✓	NA		
5	Manufacturers Authorization Forms	✓	NA		
6	Technical Approach and Methodology	✓	NA		
7	Unpriced Bill of Material	✓	NA		
8	Marketing Material / Literature for all products mentioned	✓	NA		
<i>D</i>	<i>Financial Bid / Financial Proposal</i>				
	Financial Bid to be submitted online only.	✓	NA	-	-

6.3 Eligibility / Eligibility Bid / Proposal Forms

1. Bid Cover Letter

To

Executive Director
Ujjain Smart City Limited (USCL)
Simhashta 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.mptenders.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 3 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 bidder 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).
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.

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.

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.

3. Copy of GST Registration Certificate and PAN

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

4. Certificate as to Turnover and Positive Net Worth

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	2023-24		In case of provisional figures, please specify so.
2	2022-23		
3	2021-22		
4	2020-21		

Also certified that the net worth as on 31-March-2024 is Indian Rupees <<INSERT AMOUNT>>

5. Experience

The following documents should be submitted as part of the Experience

- A. A project information sheet.
- B. Copies of documentary evidence, including but not limited to agreements, contracts, work orders, client certificates, completion certificates (if applicable) CA or CS certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility conditions.

Format of Project Information Sheet:

Name of Firm:		
Project Citation #:		
1.	Number of contract	
	Name of contract	
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) ☐ Prime Implementing Agency ☐ Management Contractor ☐ Subcontractor ☐ Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/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 INR_____ 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.	

6.4 Technical Bid / Proposal Forms

1. General Information Form

All individual firms and each partner of a Joint Venture 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:	

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

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

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

<<Attach Copy of ISO 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

2. Relevant Past Experience

The following documents should be submitted as part of the Experience

- A. A project information sheet.
- B. 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 / JV partner:		
Project Citation #:		
Criteria addressed as per RFP (Evaluation Criteria):		
1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser / Client	
3.	Purchaser / Client 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) ☐ Prime Implementing Agency ☐ Management Contractor ☐ Subcontractor ☐ Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share in INR	
8.	Date of award/completion	
9.	Contract was completed ____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed INR _____ 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.	Project Outcomes and Deliverables	

3. Proposed Personnel, Candidate Summary and CV's

1.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
	Educational Qualification's

	Total Experience
	Relevant Experience
2.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
	Educational Qualification's
	Total Experience
	Relevant Experience
3.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
	Educational Qualification's
	Total Experience
	Relevant Experience

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, including Training and Certifications	
	Language Proficiency	

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. Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	
Positions held:	
Activities performed:	

4. Hardware and Software List

[illegible]

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

Custom Materials (Hardware and Software)

5. Manufacturers Authorization Form

Manufacturers Authorization Form is required for any material bidder proposes as part of the contract but is not manufactured 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. Minor variations in wordings of the letter may be
allowed.

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
 - Approach to Project and Delivery Management
 - Development and Roll out methodology
 - Use of existing infrastructure and resources
 - Database Design and Data Modelling
 - Security Features and Architecture
 - Approach for Information Security
 - Approach to Testing and Roll out
 - Operations and Maintenance Support
 - Other discussions as required by the Bidder
- Key learnings from similar projects and how do you propose to incorporate them in execution of this assignment
- Enhancement to Specifications Provided / Suggested
- Work Plan
- Operations and Maintenance Plan
 - Escalation Matrix
- Quality Control Plan
- Training Plan
- Reports, etc.
 - Sample Reports generated from MIS
 - Dashboards
 - Business Intelligence
 - Reports generated from System
 - Testing - Load Testing / Performance Testing

- Other Items as required.
- Service Level Agreements
 - 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
 - New SLA's that the bidder proposes to bear.
 - Other discussions as required by the Bidder.
- Identification of Major Risks and Mitigation Plans
- Innovative Ideas in Project Execution
- Any other information

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 / Material / Software Description	Make / Model	Manufacturer	Quantity Proposed.

For each item in the Bill of Material, the Bidder is requested to enclose in the hard copy, any copies of relevant marketing literature / brochure / presentations, etc. that can help the committee to evaluate the item being proposed.

8. Compliance to Specifications

The Bidders are requested to provide compliance to all specifications as mentioned in the RFP document.

9. Specifications, Marketing Literature and other relevant Material regarding items mentioned in the Bill of Material

6.5 Financial Bid Forms

- a. Financial bids will be opened only for technically qualified bidders and evaluated as per QCBS formula.
- b. Bidder should provide all prices as per the prescribed format.
- c. All the prices are to be entered in Indian Rupees (INR) only
- d. Prices indicated in the schedules shall be exclusive of all taxes, Levies, duties etc. and shall be quoted separately. The prices should also specify one year support cost as per provided formats.
- e. USCL reserves the right to ask the Implementing Agency to submit proof of payment against any of the taxes, duties, levies indicated.
- f. The Implementing Agency needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items.
- g. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, USCL retains the right to negotiate this rate for future requirement
- h. The variation in individual item of quantities permitted. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits.
- i. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
- j. No claim shall be entertained or become payable for price variation of additional quantities, until it is approved through Change Management process as explained in this RFP
- k. Bidder shall be bound to give same or more % discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by USCL. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- l. To evaluation of Financial Bids, USCL shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- m. USCL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to USCL.
- n. Implementing Agency should refer Annexures of the Tender for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Financial Bid Formats.
- o. Line items mentioned in the Financial Bid Formats are for representation purpose and Implementing Agency may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
- p. No escalations of prices will be considered under any circumstances.
- q. Bidders must carefully read the Scope, Technical & Functional Requirements and the SLAs mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP. To meet the requirements of this RFP, no request for Change Order shall be entertained.

- r. The Scope of work should be as per the RFP and the QUANTITIES ARE FOR GUIDANCE PURPOSES ONLY. In case the Bidders estimate a higher quantity for certain item or require certain new items to meet the requirements of the RFP, they should put in those items and / or values against them.

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

Appendix-1

Financial Bid Form

A: Competitive Component (To be quoted by the bidder)

Sr. No.	Item	Units	Total Quantity	O&M Cost for 1 year
1	Gantries for Integrated Traffic Management System (at all Junctions and Entry / Exit Points)	No's	68	
2	Public Address System	No's	58	
3	Emergency Call Box	No's	74	
4	Software management for Traffic controller	Lump-Sum	1	
5	Variable message system with mounting and earthing arrangements	No's	40	
6	Red-Light Violation Detection (RLVD) System with complete hardware including ANPR cameras, Overview Cameras, IR Illuminator, Network Switch, Local Processing Unit, with cabling, ODC, earthing, Surge protector, accessories & mounting infrastructure RLVD - Software + Licenses (At Traffic Junctions)	No's	16	
7	Speed Detection System for covering lanes in both directions/carriageways of arm with complete subcomponents including ANPR camera, wide angle evidence camera, IR illuminator, Network Switch, non-intrusive speed sensors, with cabling, ODC, earthing, Surge protector & mounting infrastructure. Speed Detection - Software + Licenses At all Locations	No's	12	
8	Surveillance Cameras – Outdoor bullet Cameras including IR illuminator subcomponents, with cabling, ODC, earthing, Surge protector & mounting infrastructure	No's	75	
9	Outdoor PTZ Camera including IR illuminators with cabling, ODC, earthing, Surge protector & mounting infrastructure	No's	23	
10	Online External UPS at all locations	No's	117	
11	Online Internal UPS	Lump sum	1	
12	Router, Firewall, Racks, L3 Switches, Core Switch, etc. – Complete at Server Room / ICC	Lump sum	1	
13	Servers (including Failover Server), OS and other relevant server solution infrastructure: (including but not limited to): · Surveillance Cameras-Management & Recording · Speed Violation Detection · Public Address (PA) System · Variable Messaging Sign (VMS) · EMS · Database	Lot	1	

Sr. No.	Item	Units	Total Quantity	O&M Cost for 1 year
	- e-Challan System - ATCS server - ECB call management software - Other applications such as IBMS etc.			
14	Present Storage – 200 TB	No's	1	
15.	EMS Solution inclusive of Client Licenses	Lump Sum	1	
16.	NMS Solution inclusive of Client Access Licenses	Lump Sum	1	
17.	Anti-Virus Solution covering all devices	Lump-Sum	1	
18	Printer -HP LaserJet Managed MFP E77825 (Including Consumables)	No's	1	
19.	E-Challan System Software with integration with transport and other databases as per SOW defined	Lump sum	1	
20.	Customized GUI- Dashboard for Ujjain Traffic Police/USCL Department (for various levels) with all required integrations as per SOW defined	Nos	1	
21.	Network / Bandwidth Costs / Leased line (Including recurring charges)	Lump sum	1	
	TOTAL (A)			
	TOTAL A (in words)			

Note: All amounts in INR only, Including all required manpower (Ref. Clause 4.3) and other maintenance equipment / vehicle and related resources; Levies, Taxes and Duties except GST. GST shall be paid on prevailing rates.

B: Non-competitive Component (Provisional Sum) – Not to be quoted

1.	Provisional Sum* (B)	Lumpsum	20,00,000
	In Words: Rs Twenty Lakhs only		

***Provisional Sum:** It is the budgetary provision for shifting/re-installation of gantries, signals and related works. Expenses incurred in such works shall be paid on actual basis after approval of engineer-in-charge.

Note: All amounts in INR only, Including all Levies, Taxes and Duties except GST. GST shall be paid on prevailing rates.

7 Miscellaneous

7.1 Deed of Indemnity

<<To be executed by the Implementing Agency on a Non-Judicial Stamp Paper>>

Subject to Conditions mentioned below, the Implementing Agency (the "Indemnifying Party") 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 Agency's negligence or wilful default in performance or non-performance under this Agreement. If Client promptly notifies Implementing Agency in writing of a third-party claim against Client that any Service provided by the Implementing Agency infringes a copyright, trade secret or patents incorporated in India of any third party, Implementing Agency will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. The Implementing Agency 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.
 - A. all settlements of claims subject to indemnification under this Clause will:
 - B. 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
- V. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- VI. 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.
- VII. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- VIII. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights 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).

7.2 Non-Disclosure Agreement

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 Karbala, 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 AGENCY] having its registered office at [INSERT THE REGISTERED ADDRESS OF THE Implementing Agency] (hereinafter referred to as "Implementing Agency" which expression shall include its successors and permitted assignees) of the Second Part.

USCL and Implementing Agency are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS, through a competitive bidding process USCL has selected the Implementing Agency 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 Implementing Agency 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 Implementing Agency, 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, biometric 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 Implementing Agency 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, “Implementing Agency” shall include the directors, officers, employees, agents, consultants, contractors, sub-contractors, sub-implementation agencies and representatives of Implementing Agency, including its affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information

With respect to any Confidential Information disclosed to Implementing Agency or to which Implementing Agency has access, Implementing Agency 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 Implementing Agency or the nature of services to be provided by the Implementing Agency 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 Implementing Agency; or
- (ii) which at the time of disclosure to Implementing Agency was known to Implementing Agency free of confidentiality restriction as evidenced by documentation in Implementing Agency’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 Implementing Agency have given prior prompt notice in writing to USCL of such disclosure;

4. Onus

Implementing Agency 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

Implementing Agency acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by Implementing Agency 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. Implementing Agency acknowledges that in the event of such a breach, USCL shall be entitled to specific performance by Implementing Agency of Implementing Agency's obligations contained in this Agreement. Implementing Agency 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 Implementing Agency. USCL reserves the right to adopt legal proceedings, civil or criminal, against the Implementing Agency in relation to a dispute arising out of breach of the confidentiality obligations of the Implementing Agency under this Agreement.

6. Need to Know

Implementing Agency 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 Implementing Agency, 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 Implementing Agency.

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

Implementing Agency 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 Implementing Agency

Name:

Name:

Title:

Title:

WITNESSES:

WITNESSES:

1.

1.

2.

2.

7.3 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 'Implementing Agency') [INSERT PROJECT NAME]. And whereas, the Implementing Agency 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 Implementing Agency.

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 Implementing Agency) 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 Implementing Agency, 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 Implementing Agency and the demand made by the **USCL**, by itself will be conclusive evidence and proof that the Implementing Agency has failed to perform or fulfil his obligations and neither the Implementing Agency 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 Implementing Agency or by reason of the Implementing Agency'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 upto _____ 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 Implementing Agency 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 Implementing Agency from time to time or postpone for any time and any of the power exercisable by the **USCL**, against the Implementing Agency 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 Implementing Agency, or for any forbearance, act or omission on the part of the **USCL**, to the said Implementing Agency 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 of the Client under the guarantee shall cease and the Bank shall be released and discharged from all liabilities here under.

NOT WITH STANDING anything contained herein:

- i. Over liability under this guarantee shall not exceed Rs. _____
- ii. This bank guarantee shall be valid up to _____ and
- iii. 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.

7.4 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)

7.5 Draft Tripartite Services Agreement

The client shall have the right to waive off this agreement subject to its satisfaction and that the Vendor assurance that the same levels of service will be provided by the Vendor, who shall deal with the Confirming party.

[On stamp paper of appropriate value]

This Tripartite Services Agreement (Agreement) is entered into this ____ day of ____ 201__, having an effective date _____ (Effective Date) by and between the following parties. Supplier, Confirming Party and Customer are individually referred to as “Party” and collectively, the “Parties”:

Customer Entity:	Supplier Entity:	Confirming Party Entity:
Customer Registered/Business Address:	Supplier Registered/Business Address:	Confirming Party Corporate office /Business Address:
Customer Contact:	Supplier Contact:	Confirming Party Contact:
Customer Notice Address:	Supplier Notice Address:	Confirming Party Notice Address

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For and on behalf of the President of India, the Customer	For and on behalf of Supplier	For and on behalf of Confirming Party
Witness:	Witness:	Witness:

WHEREAS:

A. The Customer had issued Request For Proposal (the “RFP”) in respect of as per RFP No. _____ (the “Project”) to which the Supplier (defined hereinafter) had submitted its response/bid to the said RFP;

B. The Customer awarded the work in favour of Bidder in respect of the Project and the Customer and the Supplier had entered into an Agreement dated _____ related thereto (Customer Agreement with Supplier, as further defined hereinafter);

C. Pursuant to the aforementioned Customer Agreement with Supplier, the Customer awarded COF in favour of Supplier for the supply of Services which has been accepted by the Supplier;

D. The Parties now wish to enter into this Agreement to record the terms and conditions on the basis of which the Services would be provided by the Supplier to the Customer and the roles and responsibilities of Confirming Party, if any, in connection therewith. Notwithstanding the provisions of Section _____ of Customer Agreement

With Supplier, terms of the Customer Agreement with Supplier shall apply to the Supplier only to the extent applicable to Supplier's scope of Services with respect to the Project.

1. DEFINITIONS

Capitalized terms used in this Agreement but otherwise not defined shall have the following meaning:

"Customer" means the entity defined above. For the purposes of all remedies and limitations of liability set forth in this Agreement, Customer means Customer, its Affiliates and its and their employees, directors, officers, agents and representatives.

"Customer Agreement With Bidder" means agreement dated _____ in respect of the Project to which the Customer and Bidder are parties.

"Customer Order Form" or **"COF"** - means the purchase order dated _____ (including amendments thereto) for Service issued by Customer and accepted by Supplier setting out matters relating to Supplier's delivery of Services to Customer.

"Customer Premises" means the location or locations occupied by Customer or Customer's End Users (as applicable) to which Service is delivered.

"End User" means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an Affiliate of Customer, an authorized vendor of Customer or a customer of Customer.

"Service Schedules" means the scope of work in respect of Services as set out in the Bidder Agreement which is incorporated into this Agreement by way of this reference.

"Services" means _____ set forth in the Supplier Agreement with respect to scope identified in Annexure A, B and C of the Bidder Agreement. For avoidance of doubt, internet services (as specified in Bidder Agreement) are excluded from the scope of Services.

"Service Fees" means the charges payable by Customer for the Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the COF(s) and Service Schedules and the Customer Agreement with the Supplier.

"Supplier" means the entity named above or in a COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Supplier means Supplier, its Affiliates and its and their employees, directors, officers, agents and representatives.

2. SERVICES

2.1 The Supplier agrees to provide the Services as per the Service Schedules, in accordance with the terms and conditions of the Agreement with the Supplier to the extent such terms and conditions apply to the Supplier's provision of the Services. Confirming Party confirms that the Services Schedule covers the entire scope of Services to be provided by the Supplier under the Customer Agreement with the Supplier.

2.2 Term/Service Fees. This Agreement shall become effective on the Effective Date and shall be co-terminus with Customer Agreement with the Supplier.

2.3 Payment. Supplier will commence invoicing for Services as per the applicable payment terms of the Customer Agreement with Supplier. Invoices raised by Supplier shall be vetted and approved by the Confirming Party. Payment shall be made by the Customer to Supplier against the invoices duly vetted and approved by the Confirming Party for the Services in accordance with the payment terms mentioned in the Customer Agreement with Supplier, to the bank account designated by Supplier from time to time. Unless otherwise specified in the COF, all amounts shall be invoiced and paid in INR. Payment shall be made after deducting liquidated damages/penalties (related to Services to be supplied by the Supplier) taxes etc. as per the terms and conditions of the Customer Agreement with the Supplier.

3. RESALE AND USE OF SERVICES

3.1 Resale of Services. Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. Customer shall be solely responsible and liable for any misuse of Services by Customer's customers or any third parties in respect of Customer's resale of Services.

3.2 Customer's Obligation. In the event Customer resells the Services to a third party, it shall do so only under the conditions that (i) any and all of such third party's acts and omissions (including any failure by the third party to comply with any applicable law rule or regulation in the jurisdiction in which it uses or resells the Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable Order Form or this Agreement; and (iii) such third party waives any liability by Supplier in connection therewith.

4. LIMITATION OF LIABILITY

4.1 Damages. Notwithstanding any other provision hereof or any other agreement, neither Customer nor Supplier shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages including any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions of its employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages.

5. MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed by the laws of India and the Parties irrevocably submit to the exclusive jurisdiction of the courts at Ujjain in Madhya Pradesh and any court of appeal therefrom.

5.2 Severability; Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) shall be stricken and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

5.3 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery and followed up by registered post) or facsimile (with confirmation of delivery), at the addresses set forth on the Cover Page and/or the applicable COF or at such other address as may hereafter be furnished by either Party to the other by notice in accordance herewith. Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.

5.5 Relationship of Parties. Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or Agency between Supplier and Customer.

5.6 Dispute Resolution – Any dispute with respect to this Agreement shall be resolved as per the dispute resolution provisions agreed in the Customer Agreement with the Supplier.

5.7 Entire Understanding. This Agreement along with the Customer Agreement With the Supplier, Service Schedule, Supplier Agreement and COF constitutes the entire understanding of the Parties related to the subject matter hereof. As per clause 1.3 (e) of the Customer Agreement with the Supplier, this Agreement forms an integral part of the Customer Agreement with the Supplier. Except to the extent otherwise agreed in this Agreement, all terms and conditions of the Customer Agreement with the Supplier shall mutatis mutandis apply to this Agreement. This Agreement is without prejudice to (i) any rights that the Customer may have against the Confirming Party under the Customer Agreement with the Supplier and (ii) any and all obligations that the Confirming Party has under the Customer Agreement with the Supplier.

5.8 Amendment. This Agreement may be amended only in writing signed by a duly authorized representative of each of Confirming Party, Supplier and Customer.

END OF DOCUMENT

