



SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)

Request for Proposal

for

Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.

Tender No (On line): GM(TRANSIT)/SSCDL/BRTS/1/2022-23

Issued on 16.09.2022

Issued by

Surat Smart City Development Limited (SSCDL)

(A Special Purpose Vehicle (SPV) of Surat Municipal Corporation (SMC))

**General Manager (Transit),
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SHORT REQUEST FOR PROPOSAL

FOR

Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City

SEPTEMBER 2022



Disclaimer

This RFP is being issued by the Surat Smart City Development Ltd (SSCDL) (hereunder called “Authority”/”SSCDL”) for inviting bids for Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) For Intelligent Transit Management System (ITMS) For BRTS Stations of Surat Municipal Corporation (Work (the “Project”) in Surat City on such terms and conditions as set out in this RFP Document.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider the particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules, or regulations or otherwise as to the accuracy, reliability, or completeness of the RFP document.

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

The Authority reserves the right not to proceed with the selection process or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal/Bid. No reimbursement of the cost of any type shall be paid to persons, or entities submitting a bid/proposal.

	<p align="center">Surat Smart City Development Limited (SSCDL)</p> <p align="center">South Zone Vahivati Bhavan, Udhana Main Road, Opp. Styanagar, Udhana, Surat 394210</p> <p align="center">Notice Inviting Request for Proposal (RFP)</p> <p align="center">for</p> <p align="center">Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat</p> <p align="center">Tender Notice No: GM(TRANSIT)/SSCDL/BRTS /1/2022-23</p>	
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This RFP Document is being published by the Surat Smart City Development Ltd (SSCDL) for the Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat. Online Bids are invited on <https://www.nprocure.com> from the bidders..

Bid Fee (Non-refundable)	Rs. 7,080.00 (Rupees Seven Thousand Eighty only) by Demand Draft or Banker's Cheque in favor of the "Surat Smart City Development Limited" payable at Surat
Date of Issue of the RFP Document	16/09/2022, 11:00 hrs.
Online Queries	Bidders shall have to post their queries on E-Mail address brts@suratmunicipal.gov.in Up to Dtd. 21/09/2022, 16:00 hrs.
Start date for downloading RFP	From 16/09/2022, 11:00 hrs.
Last date for downloading RFP	Till 28/09/2022 up to 17:00 hrs.
Due Date of Online Bid Submission (Last Date of Online Submission of Technical Bid & Financial Bid with all necessary documents as per RFQ cum RFP document requirement in soft copy)	Till 28/09/2022 up to 18:00 hrs.
Due Date of Submission (in Hard Copy (Original Bid Fees, Bid Security and filled Affidavit))	In sealed envelope strictly by RPAD/Postal Speed Post on or before 03/10/2022 up to 17:00 hrs. To The Chief Accountant, Surat Municipal Corporation, Muglisara, Surat- 395003, Gujarat.
RFP Document Available	https://www.nprocure.com

**Deputy General Manager (Transit)
Traffic BRTS Project Cell
Surat Smart City Development Ltd**

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A. PREAMBLE

Surat Smart City Development Limited (SSCDL) is formed as a Special Purpose Vehicle (SPV) of Surat Municipal Corporation for the implementation of the Smart City projects at the city level. (SSCDL) invites short tender from interested Bidders expressed interest for Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.

The Bids shall be prepared in English and all entries must be typed and written in blue/black ink. Initials of the authorized representative of the bidder must attest all erasures and alterations made while filling the Bids. Over-writing of figures in Price Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid.

Surat Smart City Development Ltd. (SSCDL) shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Surat Smart City Development Ltd. (SSCDL) reserves the rights to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidders would be selected based on the criteria herein mentioned. Only the price bids of Eligible and Qualified bidders as per RFP terms would be opened. The date of opening of Price Bids will be communicated to qualified bidders at a later date.

B. INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.

A reference to any gender includes the other gender.

Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Appendix, Exhibit, Attachment, Schedule, Bid Summary, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Appendix, Exhibit, Attachment, Schedule, Bid Summary or Recital of this Tender.

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices, and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof.

The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.

Any reference to a person shall include such person's successors and permitted assignees.

A reference to a "writing" or "written" includes printing, typing, lithography, and other means of reproducing words in a visible form.

Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender.

A reference to "month" shall mean a calendar month, and a reference to "day" shall mean a calendar day unless otherwise specified.

The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article.

The terms "Article", "Clause", "Paragraph", "Section", "Appendix," and "Appendices" mean and refer to the Article, Clause, Section, Paragraph, and Schedule of this Tender so specified.

C. DEFINITIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **Approved Banks** shall mean any bank as listed in Appendix 5 which only are to be used for the purposes of Bank Guarantee or drawing Demand Drafts for transactions with SSCDL for the purposes of this bid and Works.
2. **SSCDL** or **Authority** means Surat Smart City Development Limited (SSCDL), a company incorporated under the Companies Act, 2013 with CIN: U74999GJ2016PLC091579 and having its Registered Office at Smart City Cell Room No. 115, 3rd Floor, Surat Municipal Corporation, Surat – 395003.
3. **Bid** means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **Bidder** means any person(s) including a sole proprietor or a partnership firm or a company or a foreign entity who submits a Bid along with Bid Security, RFP Fees, and Affidavit as per the terms of this RFP within the stipulated time for submission of Bids.
5. **Bid Security** or **Earnest Money Deposit (EMD)** means Security furnished by the Bidder of the amount specified in Bid Summary as part of detailed Bid.
6. **Bid Process** means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny, and evaluation of such Bids as set forth in the RFP.
7. **BRTS** means Bus Rapid Transit System being implemented in Surat City.
8. **Bus Stop/Bus Station** means a place earmarked on the route of buses where buses stop for a short duration for passengers to board or disembark from the buses.
9. **Bus Depot** means the terminals from where the buses start or end their trip(s) under the operational control of SSCDL.
10. **Bid Value/Total Bid Value** means the aggregated amount quoted for Procurement, Supply, Installation, and Integration for all Hardware items specified in Appendix-2 (I) Price Bid and total annual maintenance charges maintenance of supplied Hardware for all years during the Contract Period as per Appendix-2 (II) and clause 5.3. The format for calculation of Total Bid Value is specified in Appendix 2 (III).
11. **Contract Period** is defined in point no 4 of Bid Summary Section
12. **Central Control Station/Room** means the facility used for hosting the central server and components thereof for centrally storing, consolidating, and processing the information obtained from various VMUs and sub-Station(s) in relation to the ITMS

Project for use by SSCDL. This is being set up by the SSCDL-appointed ITMS Implementing agency. It is not in the scope of Bidder.

13. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in the captioned project. It is to be noted that Consortium is not permitted to participate in this RFP.
14. **Completion Certificate/GO Live Certificate’** means the certificate issued by the Authority upon successful procurement, supply, installation, and integration of Various Hardware of ITMS Project specified in Request Order and demonstration of all functionalities of such Hardware as specified in Technical Specification. The Authority shall issue a Go-Live Certificate separately for each Request Order.
15. **“Deadline for Submission of Bids”** or **“Due Date for Bid Submission /Bid Due Date”** shall mean the last date and time for receipt of Bids as set forth in clause 1.5 of this RFP or such other date/time as may be decided by SSCDL in its sole discretion and notified by dissemination of requisite information.
16. **Financial Capability/Financial Qualification Criteria** shall have a meaning specified in point 7 (C) of the Bid Summary Section of this RFP.
17. **“ITMS Project”** or **“ITMS”** refers to the design, development, procurement, supply, integration, implementation, operation, maintenance, and management of an Intelligent Transit Management System comprising of Automated Vehicle Locating System (AVLS), Passenger Information System (PIS), Vehicle Scheduling and Dispatch System, Incident Management System (IMS), Enterprise Management System (EMS), Business Intelligent System (BI). This is being implemented by SMC appointed ITMS Implementing agency presently.
18. **‘ITMS implementing agency’** refers to the entity selected by SMC for implementation, operation, and maintenance of ITMS Project pursuant competitive bidding process. SMC has already appointed the ITMS Implementing agency.
19. **“Letter of Acceptance”** or **“LOA”** means the letter issued by SSCDL to the Successful Bidder to undertake and execute the Project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
20. **“Lead Time”** shall mean the time specified by the Authority available for implementation of the Project as per Bid Summary Section point no 3(b).
21. **‘Passenger Information System’** shall comprise all PIS Display units and PIS Software which are being implemented by SSCDL.
22. **‘PIS Display Units’** shall comprise Hardware units that shall use to display Passenger Information such as ETAs for Public Transit and having specifications and functionalities specified in Technical Specification.
23. **“Project”** refers to the procurement, supply, installation, integration, and maintenance of various Hardware items specified in Appendix 2 of this RFP and scope of services

specified in Bid Summary Point no. 2 and as defined in Technical Specification or any of its part/subparts as the context may require or admit.

24. **“Performance Security”** shall mean the Bank Guarantee furnished by a successful Bidder for the punctual and due performance of its duties as per terms and conditions of this RFP.
25. **“Project Site”** shall mean the BRTS Bus Stations, Depot/Terminals where the Hardware Items are to be implemented as per the scope of this RFP
26. **“Project Implementation”** means successful supply, installation, and integration of hardware items, etc. as per the Request Order and Completion Certificate/Go Live issued thereof by the Authority.
27. **“RFP”** or **“Tender”** shall mean this RFP document which comprises of the following sections: Disclaimer, Preamble, Bid Summary, Instructions to Bidders, Implementing agency Agreement, Service Level Agreement, Forms of Bid which include any applicable Appendix thereto, and Scope of Services and Technical Specification specified Technical Specification Document.
28. **“Request Order”** shall have a meaning specified in point no 3(a) of the Bid Summary section.
29. **“Surat Municipal Corporation or SMC”** means a Municipal Body incorporated under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of Surat city and having its office at Muglisara, Surat-395 003, Gujarat State, India.
30. **“Implementing agency”** shall mean the Successful Bidder for Project with whom SSCDL shall enter into the Implementing agency Agreement.
31. **“Implementing Agency Agreement”** means the legal agreement including, without limitation, any and all Annexure thereto, which will be entered into between SSCDL and the Successful Bidder for procurement, supply, installation, integration, and maintenance of various Hardware items specified in Appendix 2 during the Contract Period. The Draft of Implementing agency Agreement is specified in Appendix-6 of this RFP. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement.
32. The term **“Successful Bidder”** shall mean the Bidder who is awarded the work under this RFP.
33. **“Technical Capability”** shall have a meaning specified in point no 7(C) of the Bid Summary Section of this RFP.
34. **“Technical Specification”** shall mean the specification of Hardware items specified in Appendix-8 of this RFP.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

D. BID SUMMARY

Sr. No.	Key Information	Details
1.	RFP for	<p>Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.</p> <p>The RFP document is hosted online and can be downloaded from the website: http://smc.nprocure.com. The Bid (The Technical Bid and Price Bid) shall be submitted online through the above website only. The Original Demand draft for RFP Fees, DD/Bank Guarantee for EMD/Bid Security, and Affidavit as specified in Appendix-7 shall be submitted in hard copies within the time period stated in RFP.</p>
2.	Scope of Work under the RFP	<p>Surat Municipal Corporation through SSCDL has implemented a common mobility management platform under its smart city program. This is implemented through Intelligent Transit Management System (ITMS) for Bus Rapid Transit Services, City Bus Services, Emergency vehicles, and it's other SMC vehicles. The Project is intended to enhance commuter satisfaction by improving the reliability, safety, and punctuality of bus operations. The ITMS project has been already implemented presently by SSCDL/SMC appointed ITMS Implementing agency which includes Automated Vehicle Locating System (AVLS), Passenger Information System (PIS), Vehicle Scheduling and Dispatch System, Incident Management System (IMS), Enterprise Management System (EMS), Business Intelligent System (BIS), etc.</p> <p>Under this project's scope, SSCDL is willing to replace the old Passenger Information System (PIS) installed at 111 BRTS stations with the new ones and also expand ITMS Services to additional BRTS stations and Depot/Terminals.</p> <p>In the above context, SSCDL intends to select an implementing agency to undertake the supply, installation, testing, commissioning, integration and maintenance of Hardware Components of BRTS Stations as described in this section.</p> <p>The brief scope is specified below. Detailed scope and specifications are provided in clause 5 of Appendix-6 and Technical Specification Document Appendix-8 of this RFP document.</p> <p>A. Supply, installation, testing, commissioning, integration and maintenance of Hardware items for ITMS Project:</p>

(i) Implementing agency shall undertake Supply, installation, testing, commissioning, integration and maintenance of Hardware items as per quality, standards, and technical specifications and functionalities as specified in Technical Specification Document Appendix-8 and items as specified in Price Bid Appendix-2. The quantities of Hardware and items are summarized hereunder.

Project Site	Qty	Hardware Items	Quantities of Hardware items
Replacement of Old Passenger Information System(Display Unit and Controller) with New Passenger Information System of BRTS Stations			
BRTS Stations	111	Passenger Information System (PIS) Units*	125
SITC of ITMS components for New BRTS Station			
BRTS Stations	5	Passenger Information System (PIS) Units	5
		Communication Unit	5
		UPS	5
SITC of ITMS components for Depot/Terminals			
Depots/ Terminals **	4	Passenger Information System (PIS) Units	16
		Communication Unit for Depot/Terminals	04
		UPS	04

Notes:

**Total BRTS Stations where Old Passenger Information System(Display Unit and Controller)to be replaced with new one is following*

#	BRTS Corridor	Station
1	Udhna–Sachin (Kharwarnagar Station consider as Two BRTS Station)	19
2	Canal Corridor	35
3	Pal RTO to Jahagirpura Community Hall	14
4	SVNIT to ONGC Bridge	10
5	TulshiDham to China Gate	11
6	Fulpada to Puna Canal	08
7	Katargam North Zone office to Dr.ShayamaParsadMukharjee Bridge	07

		8	Gajera Circle to Kosad Depot	07
			Total	111
<p><i>*At above 97 stations 01(one) Passenger Information System (PIS) required to be installed and at 14 stations (H type), 02(two) Passenger Information System (PIS) required to be installed. Thus, a total of 125 Passenger Information System (PIS) Units requirements are estimated.</i></p> <p><i>**Total Depot/Terminals are 04. All are under construction. At each depot 04 Passenger Information System (PIS), 01 communication units, and 01 UPS units are required. Thus, a total of 16 PIS, 04 Communication units, and 04 UPS are required.</i></p> <p>The detailed Scope of Work and Technical Specifications of each component of the Project is provided in the Technical Specification Document Appendix-8 of this RFP document. The Bills of Quantities (BOQs) of each item of the Project are specified Appendix-2.</p> <p>B. Implementing agency shall be also responsible for the integration of Hardware items specified in this RFP with existing ITMS Software/system being implemented by the existing ITMS system integrator. The Integration requirements are elaborated in Technical Specification Document Appendix-8. The implementing agency shall have to ensure compatibility of Hardware items offered with existing ITMS Software Systems. SSCDL shall provide necessary interfacing protocol and Active Programming Interfaces (APIs) to the selected Bidder for integration. The preliminary details of interfacing protocol and APIs are provided in Technical Specification Document Appendix-8.</p> <p>C. Implementing agency shall also be responsible for replenishment/restoration of Project Site or any of the components of Project Site to its original conditions at its own cost if such Project Site or component so damaged during the installation and maintenance by Implementing agency's staff.</p> <p>D. Ducting at the standard location at the Station shall be as per the Station design shall be provided by the Authority. Any additional ducting required by the Implementing Agency shall have to be installed/arranged by it at its own cost. All wiring (Network & power) is to be done by the Implementing agency at its own cost. No additional cost will be given to the implementing agency for network &</p>				

		<p>power cabling. Authority shall provide the required power supply at one point and recurring electricity bills shall be borne by the Authority.</p> <p>E. Service Provider shall also be responsible to remove the existing PIS along with its mounting structure and PIS controller at its own cost. And required to quote the buyback cost for existing PIS displays and PIS controllers as mentioned in the price bid (Appendix 2)</p> <p>F. Maintenance of Hardware items during Contract Period</p> <p>The Implementing agency shall maintain all Hardware items under this RFP during the Contract Period to ensure the availability of the Hardware items in accordance with the provisions of the Technical Specification Document Appendix-8, Service Levels specified in RFP and guidelines and specifications as may be stipulated therein.</p> <p>G. Training and handholding support to Authority's Staff.</p> <p>The Implementing Agency shall train the staff of the Authority and Surat Sitilnk Limited with regards to operational use and functionalities of Hardware items as when required.</p>
<p>3.</p>	<p>Request Order System, Work Completion Period, Lead Time and Rate Validity</p>	<p>a) Request Order System</p> <p>(i) The Hardware units shall be supplied, installed, and integrated against each request to procure, supply, install, and integrate and maintenance by the Authority. Such request shall be in writing specifying the number of hardware units and locations in which it is to be supplied and implemented (<i>"Request Order"</i>). The Authority shall issue such Request Order until the Quantities specified in BOQs are exhausted.</p> <p>(ii) The Request Orders shall be placed and executed within 24 months as and when specified locations (i.e., Bus Stations, Depot, and Terminals) are available for operation. During the twenty-four months (24) period, SSCDL/Authority shall issue a Request Order specifying the quantities of the hardware items as per Price Bid, Appendix-2 to be executed at specified locations and the Implementing agency will be required to execute this order.</p>

		<p>b) Lead Time: Each Request order will have to be executed by the Implementing agency as per the quantities requested within the Lead Time (The “Lead Time”) mentioned in the Request Order. Details with regards to expected Lead Time are specified in the draft implementing agency Agreement attached as Appendix-6 of this RFP.</p> <p>c) Rate Validity: The base rates (without taxes) quoted for hardware items shall remain valid for 24 months from the date of issuance of the Letter of Acceptance. The Implementing Agency shall have to execute the Hardware Items at RFP rates if the request is placed within the Rate Validity Period. The Bidder may incorporate the risk of price variation (during the Rate Validity Period) in its pricing.</p> <p>d) Quantity Variation</p> <p>(i) Authority shall reserve the right to vary the quantities of individual items within $\pm 30\%$ of the RFP quantity subject to sub-clause (ii) below.</p> <p>(ii) The Authority reserves the right not to order quantities of hardware units beyond the quantities specified in the first Request Order or not to place the subsequent Request order after the issuance of the first Request Order. Subsequent Request Orders shall be issued based on completion level and degree of success achieved in previous Request Orders issued or any other reasons that the Authority may consider. Authority reserves the right not to issue Request Orders after the first Request Order if it envisages other implementation challenges or difficulties and any other reasons or if it decides not to proceed further with implementation</p> <p>(iii) The Implementing agency shall have to execute additional quantities of Hardware items at RFP rates provided (1) such quantity variation is within the quantity variation limit as specified in sub-clause (i) and (ii) herein above and (2) Request Order is placed within the Rate Validity Period.</p> <p>(iv) The rates for the Hardware items exceeding the variation limit for Hardware items shall be as per mutually agreed terms and conditions based on market prices.</p>
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4.	Contract Period	<p>The Successful Bidder will be required to sign an agreement with the Authority under which the services as per this RFP will be required to be provided for a period of 7 (seven) years from the date of completion/Go Live of Hardware units specified in first Request Order provided however that in the event of earlier termination of the Implementing agency Agreement, this period shall ending with the date of termination of the Implementing agency Agreement (the “Contract Period”). Such completion/ Go Live shall be considered from the date of issuance of the Completion Certificate/ Go Live Certificate. Extension of the services beyond this period can be done upon mutual consent at terms which may be discussed and fixed thereupon.</p> <p>The first Request Order shall be issued within two (2) weeks from the date of LOA. LOA will be issued within the Bid Validity Period of 120 days from the Price bid opening date</p>
5.	Project Acceptance Certificate /Go Live Certificate	<p>SSCDL or its authorized representative shall issue a Project Acceptance/ Go Live certificate upon successful supply, installation, integration, and commissioning of Hardware items and demonstration of all functionalities as specified in Technical Specification Document Appendix-8 and User Acceptance Tests thereof for Hardware units specified in Request Order. The Authority shall issue Project Acceptance/ Go Live Certificate separately for each Request Order.</p>
6.	Eligibility Bidder/ Eligibility Criteria	<p>a) Bidder should be registered under the Companies Act 1956 and be in operation in India for at least 5 years as on publication of bid. The Bidders are required to provide the Incorporation and Registration Certificate issued by a competent authority as evidence.</p> <p>b) Bidder should not be blacklisted or debarred by any Government / PSU in India at the time of submission of the bid. The Bidder is required to provide Anti blacklisting Certificate as specified in RFP Submission.</p> <p>c) The Services of Bidder should not have been terminated by Authority or any other Government Authority in India or abroad, before the completion of respective Contract Period for which it has executed the Project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance shall be found by Authority during bid process or period thereafter, then Authority at its sole discretion may reject the Bidder or terminate the Contract. <i>The bidder is required to provide a notarized undertaking in this regard on the letterhead of the bidding firm signed by the Authorized Signatories.</i></p> <p>d) The Consortium is not permitted to participate in</p>

		<p>Bidding.</p> <p>e) Bidder should be registered for GST number in India. Bidder to submit GST Registration Certificate and PAN Card</p> <p>f) The Bidder should be ISO 9001:2015 certified and submit the copy of certificate.</p> <p>g) The Bidder shall not have a conflict of interest as specified in clause 9 of section E.</p>
<p align="center">7.</p>	<p>Qualification Criteria</p>	<p>A. To be considered Eligible and Qualified, each Bidder should meet Responsiveness Criteria specified in clause 6.2 (a), Eligibility Criteria specified in Point no 6 of Bid Summary section, Financial Qualification Criteria, and Technical Qualification Criteria specified hereunder in point no (B) and (C) respectively of Point no.7 of Bid Summary section. The bids of bidders not meeting these criteria will be declared ineligible and not be processed further.</p> <p>B. Financial Qualification/Capability Criteria</p> <p>a) Turnover: Bidder should have a minimum average annual turnover of Rs. 5 Cr. for the last three financial years (FY. 2019-20, 2020-21, 2021-22).</p> <p>b) Net worth: Bidder should have a positive net worth as of 31st March 2022.</p> <p>c) Bidder should require to submit the valid bank solvency amounting minimum of 1.0 Cr. of the consideration of the Contract from a scheduled/nationalized bank. The solvency Certificates should valid and should not be older than one year from the bid start date.</p> <p>The copies of Audited Annual Accounts for the last three years (FY. 2019-20, 2020-21, 2021-22) are to be submitted along with the bid and Copy of the Audited Profit and Loss statement and statutory auditor / CA certificate from a regarding turnover and Net worth. If 2021-22 financial statement of any bidder is unaudited than the audited financial statements of 2018-19 along with an undertaking letter from the bidder that the 2021-22 statements are not audited is to be submitted.</p> <p>C. Technical Qualification/Capability Criteria</p> <p>For meeting Technical Qualifications, a bidder must meet the following criteria:</p>

		<p>a) <u>Project Experience</u></p> <p>1. Nature of the Project Experience for Qualifying Projects</p> <p>Experience of having successfully completed similar works during the last 5 years ending the last day of the month previous to the one in which applications are invited should be either of the following:</p> <p>(a) Three similar completed works costing not less than 1.5 Cr., OR (b) Two similar completed works costing not less than 2.5 Cr., OR (c) One similar completed works costing not less than 3.5 Cr.</p> <p>Definition of Similar Work:-Supply Installation Testing, Commissioning, Integration, and Maintenance of Intelligent Transit Management System (ITMS) Project (Components including but not limited to Passenger Information System (PIS) (Must), Automatic Vehicle Locating System (AVLS), etc.)</p> <p>Supporting Documents to be Submitted:-</p> <ol style="list-style-type: none"> 1. Copy of Completion Certificates issued by Clients indicating the amount of completed work. 2. Copy of Work Order 3. Copy of Contract. <p>b) <u>Assessment of compliance with Technical Specifications and Functionality specified in RFP vis a vis Hardware Offered</u></p> <ol style="list-style-type: none"> 1. The complete product solution proposal shall be evaluated through the followings: <ol style="list-style-type: none"> (i) The Hardware offered should be complied with the Technical specifications and functionalities specified in Technical Specification Document Appendix-8. The Bidder should provide (a) point-to-point compliance with each specification of each item vis a Vis RFP Specifications and (b) MAF from the OEM specifying the requirement stated in the section above. (ii) The Bidder should offer only one brand for each Hardware item. Such a brand must meet
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		<p>specifications specified in (i) above and must have experience of deployment in Public Transport.</p> <p>(iii) Assessment of integration capability through Integration plan and strategy. The Bidder should provide a detailed write-up on how it plans to integrate with the existing ITMS System.</p> <p>2. The Integration Plan/strategies offered by the Bidder must also meet the Project requirements specified in Technical Specification Document.</p> <p>If the need for presentation so arise then only SSCDL /Authority may at its sole discretion invite Bidders meeting the Responsiveness Test as per clause 6.2(a), Eligibility Criteria as per point no 6 of Bid summary section, Financial Capability Criteria specified in point no 7 B of Bid Summary section and Project Experience Criteria as specified in point no 7 C a) of Bid Summary Section, to make presentation indicating followings.</p> <ol style="list-style-type: none"> 1. The Bidder's understanding of the SSCDL's requirements. 2. The Bidder's Project plan and implementation strategy. 3. Project Risks and Mitigation Strategies 4. Any other relevant information/ details as might be required. <p>The presentation would serve as a platform for SSCDL to better understand and evaluate the Bidder's technical, managerial and financial capabilities, the salient features & highlights of the Bidder's solution, and any other pertinent details.</p> <p>c) <u>Pilot Demonstration</u></p> <ul style="list-style-type: none"> • Bidders shall be required to demonstrate both type of options for Passenger Information System (PIS) i.e.(A) Full matrix multicolor LED Display unit with Controller &(B) Industrial LED - LCD Display unit with Controller at existing BRTS Station at Surat city in front of evaluation committee. Cost towards the same shall be borne by the bidders. • The place for demonstration shall be decided and intimated by SMC/SSCDL/Authority. • Evaluation of demonstration will include perceived resolution of the display, robustness of body of the unit, perceived visibility of contents, and compatibility with windows OS based existing ITMS software etc.
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		<ul style="list-style-type: none"> • Bidders shall carefully check technical specifications to satisfy demonstration as per requirements mentioned in the RFP. • The Evaluation committee shall have right to finalize any one type of proposed option for Passenger Information System (PIS) solution out of two proposed options. • After finalization of one Passenger Information System option by the evaluation committee, the price bid shall be opened for only finalized solution/option. • The evaluation of the financial bid shall be carried out for only finalized PIS solution/option and the lowest financial bid shall be considered for the same. <p>The Bidders are required to pass in Responsiveness Test and meet the Eligibility and Qualification criteria specified above in order to qualify for the opening of Price Bid.</p>
8.	Price Bid	<p>a) The Price Bid of only Technically and Financially qualified (Bidders passing Responsiveness Tests and meeting Eligibility Criteria, Technical Qualification Criteria, Financial Qualification Criteria and Pilot Demonstration as specified in points 6 and 7 above) Bidders shall be opened.</p> <p>b) Bidders are required to quote price for both type of PIS options i.e. Option A - Full matrix multicolor LED Display unit with Controller & Option B - Industrial LED - LCD Display unit with Controller as per below,</p> <p>(i) Supply, Installation, Testing, Commissioning, and Integration of Hardware Items as per Appendix-2 (I) ,</p> <p>(ii) Annual Maintenance Charges for Hardware Items as per Appendix-2 (II),</p> <p>(iii) Buyback Cost for old ITMS Hardware Items as per Appendix-2 (III) ,</p> <p><i>[Note: Price Bid is to be submitted online only. The Price Bid if submitted physically along with the Technical Bid leading to the revelation of prices before the due date of opening of the Price Bid will lead to disqualification.]</i></p> <p>c) The price Bid for b) (i) above shall be inclusive of Warranty Period and Maintenance period of one year. Payment shall be made as per payment terms specified in the Draft Implementing agency Agreement.</p> <p>d) With regards to Annual Maintenance Charges for Hardware items following may be noted.</p>

		<p>(a) It is to be noted that Bidders are required to quote rates for Annual Maintenance for Hardware items b) (ii) above for the second year only as per Appendix-2 (II) for both type of PIS solutions/options. Authority shall fill up the Annual Maintenance Charges for balance years (i.e., from Year 3 to Year 7) using an annual escalation factor of 4%.</p> <p>(b) Prices for the Annual Maintenance Charges for Maintenance of Hardware items to be quoted by the Implementing Agency shall be exclusive of GST. However, GST as applicable shall have to be mentioned separately in the quote aggregation. Authority shall use the same GST rate (which Bidder has quoted for Year 2) for filling up the amount of GST in balance years (i.e., Year 3 to Year 7).</p> <p>(c) Authority shall aggregate the Annual Maintenance Charges for all Years (i.e., from Year 2 to Year 7) derive as per sub-clauses (a) and (b) herein above.</p> <p>(d) It is to be noted that Bidders are mandatorily required to quote rates for both proposed PIS solutions/options i.e. (1) Full matrix multicolor LED Display unit with Controller &(2) Industrial LED- LCD Display unit with Controller .</p> <p>(e) It is also to be noted that Bidders are mandatorily required to quote rates for Buyback for old ITMS Hardware Items.</p> <p>(f) Price bid shall be opened for only finalized PIS solutions/options by the evaluation committee during demonstration as point 7 C (c) above.</p> <p>(g) The Total aggregated Bid value shall be derived considering the finalized PIS solutions/options as decided by the evaluation committee during pilot demonstration as specified in point7 C (c) above.</p> <p>(h) The Price Bid of each eligible Bidder shall be computed by aggregating the amount quoted for finalized proposed PIS solution/option as follow.</p> <p>I. Supply, Installation, Testing, Commissioning, and Integration Hardware Items, Appendix-</p>
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		<p align="center">2(I).</p> <p align="center">II. Total Annual maintenance Charges for maintenance of Hardware Items, for all years during the Contract Period.Appendix-2(II).</p> <p align="center">III. Buyback cost of old ITMS Hardware ItemsAppendix-2(III).</p> <p align="center">The method of computation of the total Bid Value/aggregation of each Bidder considering the finalized PIS solution is specified in Appendix-2(IV).</p> <p>e) The Bidder shall have to quote rates for Appendix 2(I), 2(II), and Appendix 2(III) for the both proposed PIS solutions/options in compliance with sub-clauses (g) and (h) specified hereunder.</p> <p>f) The Authority shall determine the responsiveness of the Price Bid of the Lowest Bidder in relation to the market rate or the Authority's Internal Estimate or Good Industry Practice.</p> <p>g) In case of the Price Bid of the Lowest Bidder, which is unrealistically lower or Higher than the internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder AND /OR Bidder's quote for the Hardware items (i.e., Capital Items specified in Appendix 2(A)) exceeding the value of 70% of the Total Bid Value, may be rejected as non-responsive if it does not agree to rebalance as specified in this clause and as per the sub-clause h) hereunder.</p> <p>h) The Authority shall have rights to negotiate rebalancing /reallocation between pricing of Capital items (Hardware items) and Maintenance charges Items with Preferred Bidder in case it determines that the bulk of the costs are loaded in Capital Items of Hardware and the Bidder should agree to rebalance as per sub-clause g) above.</p>
9.	Warranty Period	<p>Warranty period for Hardware units supplied, installed, and integrated by the Implementing agency shall be one year from the date of issue of Project Acceptance/GO Live Certificate.</p> <p>Thus, Different lot requested through multiple Request Orders shall also have different Go Live certificates and corresponding Warranty Periods.</p>

10.	Award Criteria	<p>Bidder whose Bid is (i) adjudged as responsive in terms of clause no 6.2 (a) (ii) meeting the Eligibility criteria and Qualification criteria as per point no 6 and Point no. 7 and (iii) whose Price Bid offered, on evaluation as per clause 5.3 has been determined to be the Lowest (L-1) on Aggregate Cost Basis (Total Bid Value as per Appendix -2 (IV)) and not non Responsive as per Bid summary point 8(g) above, shall be considered as the "Preferred Bidder" (the "Preferred Bidder").</p> <p>The Successful Bidder is required to open the Project Office in Surat within 30 days from the date of award of bid and it should deploy the adequately trained and qualified manpower for this project.</p>
11.	Bid Validity	<p>The Bid shall be valid for one hundred and Twenty days (120 days) from Price bid opening date (Bid Validity Period). The Bid Validity period can be extended on mutual agreement with the Bidder as per Authority's direction. A Bidder shall not be permitted to modify its Bid during the extended Bid Validity Period.</p>
12.	Bid Security Amount	<p>INR 4.6 lakh in the form of Demand Draft or irrevocable Bank Guarantee from any Approved Bank to SSCDL and payable in favor of "<i>Surat Smart City Development Ltd.</i>" and payable at Surat as specified in RFP. Format of Bank Guarantee for Bid Security is provided in Appendix-3. The List of Approved Banks is specified in Appendix 5 of this RFP Document.</p> <p>The validity of the Bank Guarantee should not be less than Sixty (60) days from the Bid Validity Period</p> <p>Bid security is a non-interest-bearing deposit.</p>
13.	Tender Fee/ Cost of the Tender Document /RFP Fees	<p>Demand Draft of INR:7,080.00 in form of Account Payee Demand Draft from any Approved Bank to SSCDL and payable in favor of "<i>Surat Smart City Development Ltd.</i>" and payable at Surat.</p> <p>This demand Draft for the cost of the document shall be non-refundable and submitted along with the Bid.</p>
14.	Performance Security	<p>3% of the Total Bid Value of the Successful Bidder in the form of Bank Guarantee provided in Appendix-4. The Performance Security shall be valid for a period of the Contract Period and 90 (Ninety) days thereafter.</p>
15.	Project Site/ Work Site	<p>BRTS Bus Stations and Depots/Terminals at Surat, Gujarat, India</p>

Please note carefully the requirements for submitting Bids as set forth in this RFP, and the date and time for submission of Bids. Late or delayed Bids shall not be considered for evaluation and shall either not be received or returned unopened.

E. **INSTRUCTION TO BIDDERS**

1. **INTRODUCTION**

1.1 **Brief Description of Bidding Process**

- (i) The Authority invites proposals online in a Single Stage and Two Packet bid System in separately sealed envelopes each for Technical Bid and Price Bid, each submitted online through the website <http://smc.nprocure.com>, with evaluation as per the RFP (the “**Bidding Process**”) for selection of competent and interested Bidder for Procurement, supply, installation, integration, and maintenance of various Hardware items for ITMS Project through a transparent and competitive bidding process.
- (ii) Complete bid (Technical bid & Price bid) in the prescribed forms should be submitted online through the website <http://smc.nprocure.com>, on or before the time and date fixed for submission of a bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- (iii) The Bidders need to offer their bid which conforms to Technical Specification, functionalities, and Terms and Conditions provided as part of this RFP Document.
- (iv) In a first step, an evaluation of technical bids will be carried out as specified in Clause 6.2. based on technical evaluation, the Price Bids of only Bidders meeting Responsiveness Criteria, and Eligibility and Qualification criteria as specified in clauses 5 and 6.2 shall be opened.
- (v) The bidders are required to quote prices for (a) Supply, Installation, Testing, Commissioning and Integration of Hardware Items as per Appendix-2 (I) ,(b) Annual Maintenance Charges for Hardware Items as per Appendix-2 (II), and (c) Buyback cost of old Hardware Items as per Appendix-2 (III) of this RFP. The Bidder whose Price Bid determined to be lowest on an aggregate cost basis for (a), (b), and (c) above as per Price Bid Appendix -2 and point no 8 of Bid Summary section and responsive as per clause 5.3 shall be considered as Preferred Bidder (the “**Preferred Bidder**”).

1.2 **Due Diligence**

The Bidders are encouraged to examine and familiarize themselves fully with the nature of the assignment, the scope of work, all instructions, forms, terms and conditions of RFP, local conditions, and any other matters considered relevant by them before submitting the Bid by paying a visit to the site and sending written queries to the Authority.

Acknowledgment by Bidder

a) It shall be deemed that by submitting the Bid, the Bidder has:

- 1) made a complete and careful examination of the RFP,
- 2) received all relevant information requested from the Authority,
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the

matters referred to in Clause 1.2 above,

- 4) acknowledged that it does not have a Conflict of Interest, and
- 5) agreed to be bound by the undertakings provided by it and in terms hereof.

b) The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

1.3 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.4 RFP Fee

The Cost of the RFP document/Tender Fee is specified in point no 13 of the Bid Summary Section of this RFP. The Bidders are required to submit the Tender Fee/Cost of the Document of value and form as specified in the Bid Summary Section of this RFP along with the Bid. The copy of the DD of RFP Fees shall be uploaded along with the Technical Bid and the original DD of the RFP Fees shall be submitted physically along with EMD and Affidavit on or before the time schedule specified in clause 1.5.

Bids that are not accompanied by the RFP fees in acceptable amount and form shall be considered non-responsive and shall be summarily rejected.

1.5 Schedule of Bidding Process

The Authority shall endeavor to adhere to the bidding schedule as specified in the table below.

Sr. No	Event Description	Date, Time, and Address
1	Downloading of RFP Documents	16/09/2022 to 28/09/2022 up to 17:00 hrs. from website https://smc.nprocure.com .
2	Last date for receiving Pre-Bid queries / clarifications	Bidders shall have to post their queries on E-Mail address brts@suratmunicipal.gov.in upto 21/09/2022 upto 16.00 Hrs.
3	Pre-Bid Meeting	No Physical Pre-Bid meeting shall be held. The Bidders requiring any clarification may send their queries to email address specified in clause no 1.5 (2) on or before the timeline specified therein

4	Due date for Technical and Price Bid Submission (Online through E-Tendering) (Bid Due Date/Bid Submission Date) (Last Date for Online Submission)	on or before 28/09/2022 up to 18:00hrs through website https://smc.nprocure.com . The Bids of Bidder submitting Technical and Price Bid (or either of Technical or Price Bid) in Physical Format in Hard Copy shall be treated as non-responsive and rejected.
5	Date of physical submission of RFP Fee, EMD and Affidavit (Original) through Post/Speed Post/RAPD only	On or before 03/10/2022 upto 17:00 hrs by Post/Speed Post/RAPD only at following address To, The Chief Accountant, Surat Municipal Corporation, Mahanagar Seva Sadan, GordhandasChokhawala Marg, Muglisara, Surat – 395 003,Gujarat, INDIA.. The Bids of the Bidder submitting Original of RFP Fees /EMD/Affidavit beyond the period specified in first para and or through courier/hand delivery shall be rejected as non-responsive.
6	Opening of Technical Bid (Eligibility and Qualification Submissions)	To be indicated.
7	Opening of Price Bid	To be indicated later after completion of Technical Evaluation to Eligible and Qualified Bidders.
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.

2. GENERAL

2.1 Bid validity

- a) Bids shall remain valid for a period of not less than 120 days (one hundred and twenty days) from the Price bid opening date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period.

- b) In exceptional circumstances, prior to the expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension and in compliance with Clause 2.5 in all respects.

2.2 Number of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

2.3 Governing Law and Jurisdiction

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

2.4 Authority's Right to Accept and Reject Any Bids or All Bids

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bid Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

- b) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents, and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

- c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Bid if
 - 1) at any time, a material misrepresentation is made or discovered, or
 - 2) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 3) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - 4) Bidder submitted conditional Bid.

- d) If such disqualification/rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified/rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.5 Earnest Money Deposit (EMD)/ Bid Security

- (a) The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "*Earnest Money Deposit*" (*EMD*)/ *Bid Security*") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of the **amount as specified in Point No 12 of the Bid Summary section** shall be provided from any of the Approved Banks to SSCDL, in any one of the following forms/formats.
- i. Account payee Demand Draft /Banker's Cheque, in favor of "*Surat Smart City Development Ltd.*" and payable at Surat.
 - ii. An irrevocable Bank Guarantee (**Appendix 3**) (the "**Bank Guarantee**"), drawn in favor of "*Surat Smart City Development Ltd.*" and Payable at Surat and valid for a period of 180 days (One hundred and eighty days) from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, in the format prescribed in the bid documents. The Bank Guarantee should be encashable at Surat. The validity of the Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2.1.
- (b) In case the Bank Guarantee/ Demand Draft is issued by a foreign bank outside India, confirmation of the same by any Nationalized Bank in India is required.
- (c) Any bid not accompanied by a valid Earnest Money Deposit in the acceptable amount, form, and validity period will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- (d) The Authority shall not be liable to pay any interest on the Bid Security/EMD deposit so made and the same shall be interest-free. The EMD shall be finished in Indian Rupees only.
- (e) The Bid Security of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Bid of the Preferred Bidder or when the Authority cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favor the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- (f) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof.

- (g) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.5 (h) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- (h) The EMD/Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Clause 8 of this RFP.
 - ii. If a Bidder withdraws its Bid during the period of Bid validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA,
 - 2) to sign the Agreement within the time period specified by the Authority,
 - 3) to furnish the Performance Security within the period prescribed in the RFP, or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. Documents and Pre-Bid Conference

3.1 Content of RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed in the table of content of this RFP, and will additionally include any Addenda issued in accordance with Clause 3.4.

3.2 Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify the Authority in writing through email at the address provided in Schedule of Bidding Process clause 1.5. Bidders should send in their queries on or before the date mentioned in the Schedule of Bidding Process clause 1.5. The Authority shall Endeavour to respond to the queries in a short span of time prior to Bid Due Date.
- b) The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this

Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- c) The Authority may also on its own motion if deemed necessary, issue interpretations and clarifications and amendments to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

3.3 Pre-Bid Meeting

- a) No Physical Pre-Bid meeting shall be held. The Bidders requiring any clarification may send their queries to the email address specified in clause no 1.5 on or before the timeline specified therein.
- b) Non-sending of queries shall not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4 Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- b) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: <http://smc.nprocure.com>.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Language of Bid

- a) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in the English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b) All supporting materials, which are not translated into English, may not be considered. In case Bidder is a Foreign Company then incorporation documents and any other supporting documents required as per this **Instruction to Bidder section** other than the English language should be accompanied by a notarized translation to English language only. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- c) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

4.2 Bid Currency and Taxes

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

Taxes

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable. The L1 evaluation will be done exclusive of GST only. If any duties are applicable to the product the same will be considered for L1 evaluation. The bidder to quote the duties along with the rate of products proposed for L1 evaluation.

However, the bidder is expected to provide the tax components in the commercial bid. The payment of taxes to the selected bidder will be done as per the prevailing rate.

Further, SSCDL shall be entitled to deduct tax at source or any other taxes/ cess as may be applicable.

GST

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

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

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

4.3 Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online through E-Tendering and in the required formats and complete in all respects.

- b) The uploaded Bid documents shall be typed in indelible ink and signed and stamped by the authorized signatory of the Bidder on each page. The signature of the authorized signatory shall bind the Bidder to the contract. The signed pages shall be scanned and uploaded at a designated place. In the case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right-hand top corner.
- c) The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
- (1) by the proprietor, in case the Bidder is a proprietary firm; or
 - (2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm.
- d) In case of the Bidder being Company incorporated under the Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting the power to the person signing the Bid.
- e) All prices and other information having a bearing on Price shall be written both in figures and words. In case of discrepancy, the price given in words shall be considered. The Price Bid shall be submitted online only. Physical submission of price bid shall be rejected as non-responsive.

4.4 Bid Submission Format & Sealing and Marking of Bids/Eligibility and Qualification Submissions

- a) The Bidders shall submit Technical Bid and Price Bid online only at designated space on <https://smc.nprocure.com/>

Sr. No	Submissions	Format as per Appendix	Signed and original scanned copies of Documents to be uploaded online
1	RFP Fees, EMD and Affidavit. (Uploaded online as well as these are submitted in Hard copy – Physically through RPAD/Speed Post/Post only as per provision specified at the end of this table)	Point no 12, 13 of Bid Summary section, Appendix-3 and Appendix-7	<ul style="list-style-type: none"> ● RFP Fee as per RFP Bid Summary Point no 13. ● EMD in form of DD or Bank Guarantee as per RFP Bid Summary Point No 12 /Appendix 3. ● Affidavit on Non-Judicial Stamp Paper of Rs. 300 as per Appendix-7.
1. Technical Bid (Uploaded online only)			

Sr. No	Submissions	Format as per Appendix	Signed and original scanned copies of Documents to be uploaded online
		Appendix-1 form no1.1	Forwarding Letter signed by authorized signatory. Constituent documents such as MOA, AOA, Certificate of Incorporation, Partnership Deed, GST Registration, etc.
		Form no 1.2	Authorization of signatory in the form of Board Resolution/ Partner's Resolution or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable.
		Form no 1.3	Separate sheets for each Project in a format provided in form 1.4 along with the evidence in the form of performance certificate/Project Completion Certificate/Project Acceptance Certificate from clients.
		Form no 1.4	Write-up on Integration plan and strategy. The Bidder should provide a detailed write-up on how it plans to integrate with the existing ITMS System.
		Form no 1.5	Hardware Data Sheets and Compliance. a) Statements on brand offered for each item b) Point to point compliance of specification of brand offered with RFP specification of each item. Such a brand must have experience in deployment in Public Transport. c) MAF from the OEM
		Form no 1.6	ISO 9001:2015 certificates Copy
		Form no 1.7	Undertaking for information and document provided are true.
		Form no 1.8 and Form no 1.9	Turnover statement certified by statutory auditors/registered chartered accounting firm as per terms of this RFP, audited annual report with profit and loss statement and balance sheet for the last three financial years.
		Form no 1.10	Bank Solvency Certificate
		Form no 1.11	Anti Blacklisting Certificate in the format attached.

Sr. No	Submissions	Format as per Appendix	Signed and original scanned copies of Documents to be uploaded online
		Form no 1.12 Form no 1.13	Bidder's and OEM Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020 and sub-sequent addendum
			Original bid documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory, and stamped on all pages.
2. Price Bid (to be filled up online only)			
		Appendix-2	

b) Following documents only shall be submitted in Hard Copy to Surat Municipal Corporation in a sealed envelope to Authority at its address given in clause no 1.5 not later than the time specified in the clause no 1.5

- (i) Earnest Money Deposit as mentioned in the tender/RFP
- (ii) Tender Fees as mentioned in the Tender
- (iii) Affidavit on Non-Judicial Stamp Paper of Rs. 300 as per Appendix-7

Following shall be superscripted on the Physical Submission:

- **Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) For Intelligent Transit Management System (ITMS) For BRTS Stations of Surat Municipal Corporation, Surat – Physical Submission.**
- **Tender Notice (Online) No.GM(TRANSIT)/SSCDL/BRTS/1/2022-23**
- **Name and Address of Bidder.**
- **Contact person and phone numbers and email ids**

Physical Submission must be made through Speed Post/RPAD only. Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit. The Bids of the Bidder shall be rejected if (i) it does not submit documents as above in Physical format in the time specified in clause 1.5 and (ii) it submit through courier/hand delivery.

- c) The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) online on or before the Due Date specified in clause 1.5
- d) The Bids of the Bidder, not submitted as per sub-clause (a) herein above are liable to be rejected.
- e) The Bid shall be typed or written in indelible ink. The documents forming part of the Technical Bid, excluding the EMD and RFP fee, shall be sorted out in the sequence as per the RFP and pages shall be numbered serially. Each page

thereof shall be initialed in blue ink by the Authorized Signatory and stamp of Bidder.

- f) All the original documents to be uploaded as part of the Technical Bid shall be color scanned. Scanning in black and white or gray shall not be acceptable. All the documents related to financial qualifications shall be notarized with clearly displaying the stamp, number, and name of the notary. The documents shall be scanned in JPEG or any other light but visible formats available.

4.5 Bid Due Date

- a) The last date and time of submission of the Bids (the “*Bid Due Date*”) is specified in clause 1.5
- b) Bids should be submitted on or before Bid Due Date at the address specified in clause no 1.5 and in the manner and form as detailed in this RFP.
- c) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information on this behalf by uploading Addenda on the Authority website <http://smc.nprocure.com>.

4.6 Late Bids

- a) Bids received by the Authority after the specified time on the Bid Due Date and time shall not be eligible for consideration and shall be summarily rejected. Such Bids shall be returned unopened to the Bidder.
- b) Authority shall not be responsible for any postal delay or non-receipt / non-delivery of any documents.

4.7 Modification and Withdrawal of Bids

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

4.8 Documents Constituting Bid

Documents Constituting Bid is specified in clause 4.4

5. EVALUATION CRITERIA

To be considered eligible and qualified, each Bidder should meet the Eligibility Criteria and Qualification Criteria specified hereunder.

5.1 Eligibility Criteria

The Bidder must meet the Eligibility Criteria specified in point no 6 of the Bid Summary Section.

5.2 Qualification Criteria

The Bids of the Bidder meeting Eligibility Criteria shall be considered for the assessment of Qualification Criteria. To be considered qualified; each Bidder should meet the

Qualification Criteria specified hereunder. The bids of bidders not meeting these criteria will be declared disqualified and not be processed further.

A. Financial Qualification/Capability Criteria

Bidder must meet the Financial Qualification/Capability Criteria specified in point no. **7 B** of the Bid Summary section.

B. Technical Qualification/Capability Criteria

Bidder must meet Technical Qualification Criteria specified in point no **7 C** of the Bid Summary Section.

SSCDL/Authority may at its sole discretion invite Bidders passing the Responsiveness Test specified in clause 6.1, meeting the Eligibility Criteria specified in clause 5.1, Financial Qualification Criteria specified in clause 5.2 (A), and Project Experience Criteria specified in Bid Summary point no 7 C(a), to make the presentation if required as specified in point no 7 C(b), Pilot Demonstration as specified in point no 7 C (c) of Bid Summary section.

5.3 Evaluation of Price Bid

- (i) The Price Bid of only Technically and Financially qualified (Bidders passing Responsiveness Tests and meeting Eligibility Criteria, Technical Qualification Criteria, and Financial Qualification Criteria as specified in clauses 5.1 and 5.2 respectively) Bidders shall be opened for finalized proposed PIS solution /option decided by evaluation Committee. The Price Bid opening process is specified in clause 6.3.

- (ii) Bidders are required to quote price for both type of proposed PIS solutions/options i.e. Option 1 - Full matrix multicolor LED Display unit with Controller & Option 2 - Industrial LED - LCD Display unit with Controller as per below,
 - a) Procurement, Supply, Installation, and Integration of Hardware Items as per Appendix-2 (I).

 - b) Annual Maintenance Charges for Hardware Items as per Appendix-2 (II).

 - c) Buyback Cost for old ITMS Hardware Items as per Appendix-2 (III).

Below given are the details of existing/old ITMS hardware need to be Buyback

Details of existing ITMS hardware for buy-back			
Old Hardware	Make	Model Number	Quantity
Station PIS	Phillips	50PFL4758/V7 AZ	207
PIS controller	Dell	OPTIPLEX 3020	90

Implementing agency will remove/dismantle above mentioned existing ITMS hardware items with accessories from the specific location as per instructed by Authority (in Surat) without any additional charges. The implementing agency will

also ensure proper restoration of work-sites after the removal of existing items including damages made during the removal of said hardware.

The implementing agency shall require to provide an undertaking with necessary documents/certificates for buy-back items satisfying the government's e-waste management policy.

- (iii) The price Bid for (ii) a) above shall be inclusive of the Warranty Period and Maintenance period of one year and inclusive of all taxes excluding GST. Payment for Hardware shall be made as per payment terms specified in the Draft Implementing agency Agreement.
- (iv) **With regards to Annual Maintenance Charges for Hardware items following may be noted.**
- a) It is to be noted that Bidders are required to quote rates for item (ii)b) above for the second year (Refer Appendix-2(II)) which shall be escalated annually at 4% per annum during the Contract Period.
- b) It is to be noted that Bidders are required to quote rates for Annual Maintenance for Hardware items b)(ii) **above for the second year only as per Appendix-2(II). Authority shall fill up the Annual Maintenance Charges for balance years (i.e from Year 3 to Year 7) using an annual escalation factor of 4%.**
- c) Prices for the Annual Maintenance Charges for Maintenance of Hardware items to be quoted by the Implementing Agency shall be exclusive of GST. However, GST as applicable shall have to be mentioned separately in the quote aggregation. Authority shall use the same GST rate (which Bidder has quoted for Year 2) for filling up the amount of GST in balance years (i.e Year 3 to Year 7). Annual Rates with quoted GST rate shall be taken into account for evaluation.
- d) Authority shall aggregate the Annual Maintenance Charges for all Years (i.e., from Year 2 to Year 7) derived as per sub-clauses (a) and (b) herein above.
- (v) **With regards to buyback of existing ITMS hardware items following may be noted.**
- a) It is to be noted that Bidders are mandatorily required to quote rates for Buyback for old ITMS Hardware Items as per (ii) c) (Refer Appendix-2(III))
- (vi) The Price Bid of each Bidder shall be computed by aggregating the amount quoted for Procurement, supply, installation, and integration of all Hardware items and total Annual maintenance Charges for maintenance of all Hardware items for all years during the Contract Period for finalized proposed PIS solution/option (the "Total Bid Value") and considering the buyback cost as per sub-clauses (ii),(iii),(iv) and (v) herein above. The method of computation of the Total Bid Value/aggregation of each Bidder is specified in Appendix-2 (IV).
- (vii) The Bidder shall have to quote rates for both type of proposed PIS solution/options for Appendix 2(I), 2(II), and 2(III) in compliance with sub-clauses (viii) and (ix) specified hereunder.

- (viii) The Authority shall determine the responsiveness of the Price Bid of the Lowest Bidder in relation to the market rate or the Authority's Internal Estimate or Good Industry Practice.
- (ix) In case of the Price Bid of the Lowest Bidder, which is unrealistically lower or Higher than the internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder AND /OR Bidder's quote for the Hardware items (i.e., Capital Items specified in Appendix 2(I)) exceeding the value of **70%** of the Total Bid Value, may be rejected as non-responsive if it does not agree to rebalance as specified in this clause and as per the sub-clause h) hereunder.
- (x) The Authority shall have rights to negotiate rebalancing /reallocation between pricing of Capital items (Hardware items) and Maintenance charges Items with Preferred Bidder in case it determines that the bulk of the costs are loaded in Capital Items of Hardware and the Bidder should agree to rebalance as per sub-clause viii) above.

6. EVALUATION PROCESS

6.1 Opening of Technical Bid/Proposal

- (i) The Authority shall open the Technical Bids/Proposals received to this RFP, at the time, date, and Place specified in clause no 1.5 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) Applications for which a notice of withdrawal has been submitted in accordance with Clause 4.7 shall not be opened.
- (iii) The Bidder's names, the presence or absence of requisite RFP Fees, Bid Security, Affidavit, and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iv) The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2 Evaluation of Technical Bid/Proposal

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.4** along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

a) *Test of Responsiveness for EMD, Tender Fee, Affidavit Timely and proper Submission*

- 1) Prior to evaluation of Technical Bids (i.e., Eligibility and Qualification Criteria), the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (i) It is received as per the format specified in RFP (Technical and Price Bid Online through E-Tendering).
 - (ii) Technical Bid is accompanied by a scanned copy of the RFP fee and the EMD as specified in the Bid summary in terms of amount, format, etc.
 - (iii) It received the Physical submission of RFP Fees, EMD, and Affidavit through RPAD/Speed Post Only in the timeline specified in clause 1.5.
 - (iv) It is signed, sealed, and marked as specified in clauses 4.3 and 4.4
 - (v) It contains all the information, Annexures, documents, and Authorizations in accordance with clause 4.4
 - (vi) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto.
 - (vii) It does not contain any condition.
 - (viii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.
 - 3) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.

b) Assessment of Eligibility Criteria

- 1) The Authority shall examine and evaluate the eligibility of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet the Eligibility Criteria specified in **clause 5.1** and have submitted all documents as per **clause 4.4** in order to qualify for the next stage of assessment.
- 3) Assessment of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and submitted all required documents pursuant to sub-clause 2) above.

c) Assessment of Qualification Criteria

- 1) The Authority shall examine and evaluate the qualification of each Technical Bid upon determining its eligibility as per sub-clause (b) above.

- 2) The Bidder must meet the Qualification Criteria specified in clause 5.2 in order to qualify for the next stage of Price Bid opening.

- 3) The Bids of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria as per clauses 6.2, 5.1, and 5.2 shall be declared Eligible and Qualified Bids (the “**Eligible and Qualified Bids**”/ “**Eligible and Qualified Bidder**”).

- 4) The Price Bid of only Eligible and Qualified Bids shall be opened for finalized proposed PIS solution/option by Evaluation Committee.

6.3 Opening of Price Bid

- (i) The Price Bid shall be submitted online by the Bidder in the format as specified in Appendix-2 to this RFP. All prices shall be in Indian Rupees.

- (ii) The Price Bid of only Bidders who are evaluated eligible and qualify in accordance with Clause 6.2, and are declared “Eligible and Qualified Bidders”, shall be opened for finalized proposed PIS solution/option by Evaluation Committee in the presence of such of the Bidders and/or their authorized representatives who choose to attend.

- (iii) The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible and Qualified Bidders in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.

- (iv) The Authority shall evaluate Price Bid for finalized proposed PIS solution/option in accordance with the provision set forth in **clause 5.3**.

6.4 Clarification of Bids and Request for additional/ missing information

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications/documents/missing information in writing from any Bidder regarding its Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with the evaluation process at the total risk and cost of the Bidder.

6.5 Verification and Disqualification

- (i) The Authority reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP, and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority, shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

(ii) The Authority reserves the right to reject any Bid and appropriate the EMD in the following cases:

- 1) If at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- 2) If Bidder or its parents/subsidiary/sister concerned from whom it is taking credit for meeting Qualification Criteria is blacklisted/banned by any Government Agency in India or abroad.
- 3) If the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 4) In case of fraudulent Bid and involved in fraudulent and corrupt practice as per RFP Clause 8.
- 5) If a Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- 6) While evaluating the Bid if it comes To Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of the proposal.
- 7) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant, or financial failure due to bankruptcy.
- 8) A bidder who submits or participates in more than one bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/rejected, then the Authority reserves the right to:

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

(iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Implementing agency either by issue of the LOA or entering into of the contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the

Implementing agency , as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Implementing agency. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

6.6 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save, and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

6.7 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6.8 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

7. APPOINTMENT OF IMPLEMENTING AGENCY AND SIGNING OF AGREEMENT

7.1 Selection of Bidder

Subject to the provisions of clause 5 and clause 6, the Bidder whose Bid is (i) adjudged as responsive in terms of clause no 6.2 (a) (ii) meeting the Eligibility criteria and Qualification criteria as per clause 5.1 and clause 5.2 and (iii) whose Price Bid offered, on evaluation as per clause 5.3 has been determined to be the Lowest (L-1) on Aggregate Cost Basis for finalized proposed PIS solution/option by Evaluation Committee (Total Bid Value as per Appendix -2 (IV)) and determined to be responsive as per clause 5.3, acceptable for the award, shall be considered as the "**Preferred Bidder**" (the "**Preferred Bidder**").

7.2 Notification of Award

a) Prior to the expiry of the Bid Validity Period, Authority shall notify the Preferred

Bidder(s) as the Successful Bidder through the letter that his/their Bid(s) has/have been accepted (the “**Successful Bidder(s)**”). This letter (“**Letter of Acceptance**” / “**LOA**”) shall be issued, in duplicate, and shall specify the sum which the Authority shall pay to the Successful Bidder in consideration of the Project scope as per the terms of the Contract.

- b) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgment thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to an extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of the failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

7.3 Signing of Implementing agency Agreement

- a) After acknowledgment of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per clause 7.4, to execute/sign the Implementing agency Agreement within the 30 (thirty) days from the date of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Implementing agency Agreement.
- b) The Draft copy of implementing agency Agreement is specified in Appendix 6.
- c) The Successful Bidder shall get the correct amount of Stamp Duty adjudicated, at Surat in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Acceptance (LOA). The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

7.4 Performance Security

- a) The Successful Bidder shall, within 30 days from the LOA and prior to the signing of the Agreement, furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Implementing agency Agreement, on or before the date of signing of Agreement (the “**Execution Date**”), an unconditional and irrevocable bank guarantee for an amount equivalent to 3% of Total Bid Value in favor of the “*Surat Smart City Development Ltd.*”, from any of Approved Banks to SSCDL/Authority as per the format provided in respect thereof in Appendix 4 (“**Performance Security**”).
- b) If the Performance Security is not paid within the time period specified in (a) above, then the penalty at the rate of 0.065% per day of the amount of Performance Security shall be charged. If, the submission of Performance Security along with penalty if any

is delayed beyond one month then it shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.

- c) The Implementing agency (*after the signing of the Agreement the Successful Bidder shall be termed as the “Implementing agency”*) shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period¹.
- d) If the Bidder, fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- e) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - i) in the event the Authority requires to recover any sum due and payable to it by the Implementing agency including but not limited to Damages; and which the Implementing agency has failed to pay in relation thereof, and
 - ii) in relation to Implementing agency’s Event of Default in accordance with the terms contained in the Agreement.
- f) At any time during the Validity Period, the Performance Security has either been partially or completely encashed by the Authority in accordance with the provisions of Implementing agency Agreement. The Implementing Agency shall within 15 (fifteen) days of such encashment either replenish or provide fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- g) At the end of the Contract Period, the Performance Security shall be returned to the Implementing agency without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Implementing agency Agreement.

7.5 Annulment of Award

Failure of the Successful Bidder to submission of Performance Security and signing of Agreement as per RFP terms and any other requirements and /or the provisions of RFP and the Implementing agency Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case

¹In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Guarantee may be submitted valid for a period of 2 (two) years, and which shall have to be renewed 45 (forty-five) days before its expiry. if the same is not renewed within the specified timeline then the penalty at the rate of 0.065% per day of the amount of Performance Security shall be charged.

may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.

- b) Without prejudice to the rights of the Authority under sub Clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Implementing agency as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Implementing agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Implementing agency as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

- (iii) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- (iv) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying, or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. CONFLICT OF INTEREST

A “Conflict of Interest” is any situation that might cause an impartial observer to reasonably question whether Bidder’s actions are influenced by considerations of your firm’s interest at the cost of Government. The Bidder agrees that it shall hold the SSCDL’s interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the Bidder foresees a Conflict of Interest, the System Integrator shall notify SSCDL forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.

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

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

10. GENERAL CLAUSE RELATED TO ANY BIDDERS/SUB-CONTRACTOR FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. Explanation—
 - b. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - c. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under i or ii or iii above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

11. MISCELLANEOUS

- a) The Bidding Process shall be governed by and construed in accordance with, the laws of India, and the Courts at Surat shall have exclusive jurisdiction over all disputes

arising under, pursuant to, and/ or in connection with the Bidding Process.

- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto,
 - (ii) consult with any Bidder in order to receive clarification or further information,
 - (iii) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder, and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority
- d) y, its employees, agents, and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- e) Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- f) Implementing agency shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture, or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation, or commitment with respect to any other person or entity.

Formats for Technical Bid
(To be submitted online through
<http://smc.nprocure.com>)

Appendix-1: CONTENTS AND FORMATS FOR TECHNICAL BIDS

Form-1.1 Covering Letter

(Letterhead of the Bidder , including full postal address, telephone,----- fax, -----
----- email-----, addresses)

Date.....

To,

General Manager (Transit),
Surat Smart City Development Ltd.
Ground Floor, Althan Swimming Pool,
Opp. DRB College,
New City Light Road,
Althan, Surat – 395007 , Gujarat, India.

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter “the Bidder”), and having reviewed and fully understood all the information provided in the RFP document, the undersigned hereby applies as a Bidder for the Project.
2. Attached to this letter are certified and notarized copies of original documents defining:
 - (a) The Bidder’s legal status including Memorandum and Article of Association, Partnership Deed, sales tax registration whichever is applicable.
 - (b) The Bidder’s principal place of business; and
 - (c) The place of incorporation (for bidders which are corporations); or the place of registration (or Income Tax registration) and the nationality of the owners (For bidders who are partnerships or individually – owned firms).
 - (e) All documents as specified in RFP as per the format specified in RFP.
3. SSCDL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from banker(s) and / or client(s) regarding any financial and technical aspects hereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.
4. This application is made in the full understanding that:
 - (a) Our bid and any information submitted at the time of bidding will be subject to verification by SSCDL;
 - (b) SSCDL reserves the right to reject or accept any application, cancel the qualification/Bid process, and reject all applications; and
 - (c) SSCDL shall not be liable for any such actions as at (b) above and shall be under no obligation to inform us of the grounds for the same.
7. We confirm that we agree with the terms and conditions provided in RFP. The Bid submitted by us shall be valid for a period of Bid Validity Period specified in RFP.
8. The Bid Security of INR _____ in the form of the Demand draft / Bank

Guarantee infavour of "*Surat Smart City Development Ltd*"and payable at Surat , on -----bank,----- is enclosed .

9. The RFP Fees of INR _____ in the form of the Demand draft in favour of "*Surat Smart City Development Ltd*"and payable at Surat , on -----bank,----- is enclosed.
10. The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

Name and Signature of Authorized Signatory

For and on behalf of (name of Bidder)

Form –1.2 Format for Power of Attorney for Signing of the Bid

(On a Stamp Paper of appropriate value.)

(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution signed by Company Secretary/ Director authorizing the Signatory.)

Dated:

To,
General Manager (Transit),
Surat Smart City Development Ltd.
Ground Floor, Althan Swimming Pool,
Opp. DRB College,
New City Light Road,
Althan, Surat – 395007 , Gujarat, India.

Name of work: Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.

Dear Sir,

<<**Bidder's Name**>> hereby authorizes <<**Designated Representative's Name**>> to act as representative of <<**Bidder's name**>> for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings with SMC/SSCDL or other entities associated with Project ("**Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.**") for SMC/SSCDL and to discuss, negotiate, finalize and signing of any bid documents, undertakings consequent to acceptance of bid, agreement, contract and generally to represent the bidders in all its dealing with SMC/SSCDL related to RFP for "**Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.**" Project for SMC/SSCDL and subsequent Contract.

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

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

For

(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

Encl: Board Authorization

Notarized

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

Form –1.3 : Performance Statement

[Project Title]

(Attach separate sheet for each project)

Project Brief

Client (Name & Address)

Project Description:

Cost of the Project

Quantities supplied and Installed:

Duration & period of the Project

Role & responsibility of the organization

Whether Project executed by forming Joint venture or Consortium with other organization
(In case of consortium provide share in consortium).

Other features of the Project

(Bus/Bus Station/Terminals/Rail /Any other units managed)

Country in which executed

NB. Completion Certificates duly authenticated by the respective client be furnished.

In case Foreign Company then its should provide the exchange rate of its respective foreign currency to Indian Currency in respective years to compute the Turnover and Technical Capability. In case Completion Certificate is in a language other than English then notarized translation should be provided.

Form –1.4: Writeup on Integration plan and strategy. The Bidder should provide detailed writeup on how it plans to integrate with existing ITMS System

Form –1.5 Format for Equipment Data Sheets

The Bidder should provide Hardware Data Sheets and Compliance specifying followings.

- a) Statements on brand offered for each Hardware item.
- b) point to point compliance of specification of brand offered with each specification of each item specified in RFP in terms of followings
 - (i) Self compliance by Bidder
 - (ii) Statement of compliance from OEM
 - (iii) Equipment datasheet
- c) MAF from the OEM
- d) Quality Assurance: Details of the Bidders internal quality assurance activities and international certifications received

Form –1.6 Quality System Certification
Enclosed the Quality System Certificates ISO 9001:2015.

Form –1.7: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 202_.

Signature

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation

Form –1.8: Turnover

<<To be printed on bidder company's letterhead and signed by Authorized signatory. In case of Consortium all members are required to submit >>

Date: dd/mm/yyyy

To,
 General Manager (Transit),
 Surat Smart City Development Ltd. (SSCDL),
 Ground Floor, Althan Swimming Pool,
 Opp. DRB College,
 New City Light Road,
 Althan, Surat – 395007 , Gujarat, India.

Subject: Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document of Selection of implementation agency for supply, installation, testing, commissioning, integration and maintenance of various hardware components for Intelligent Transit Management System (ITMS) for BRTS stations for Surat Municipal Corporation in Surat City.

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

#	Details	FY 2019-20 (i)	FY 2020-21 (ii)	FY 2021-22 (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover				

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		

Details	Authorized Signatory	Secondary Contact
Mobile		
Fax		
Email Id		

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Note:

- To be submitted with any other supporting details specified as Document Proof in Qualification Criteria of Section D – Bid Summary.
- *If 2021-22 Financial Statements of any bidder is unaudited then the Audited Financial Statements of 2018-19 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited is to be submitted. In this case the average turnover will be considered for FY 2018-19, 2019-20, 2020-21

**Form –1.9: Auditor’s/CA Certificate for turnover &
Net worth for bidder**

<<To be printed on CA/Auditors company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

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

#	Financial Year Ending	Annual Turnover (INR)	Networth
1.	31 st March, 2020		
2.	31 st March, 2021		
3.	31 st March, 2022		
	Average Turnover		

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

Yours Sincerely,

Signature of Auditor (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Note: *If 2021-22 Financial Statements of any bidder is unaudited then an undertaking letter from the bidder that the 2021-22 Statements are not audited is to be submitted. In this case the annual turnover and network will be considered for FY 2018-19, 2019-20, 2020-21

Form –1.10: Bank Solvency Certificate

Bank Solvency Certificate as per qualification criteria of bid summary.

Form –1.11: Anti Blacklisting Certificate

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Rs.300 Stamp Paper of relevant value)

Date: dd/mm/yyyy

To
General Manager (Transit),
1st Floor, South Zone Office,
Surat Municipal Corporation,
Opp. Satyanagar, Udhna,
Surat-394210, Gujarat, India.

Sir/Madam,

In response to the Tender Ref. No. _____
dated _____ for Selection of Implementation Agency for Supply, Installation,
Testing, Commissioning, Integration And Maintenance of Passenger Information System
(PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat
Municipal Corporation in Surat City.,as an owner/ partner/ Director of
_____, I/ We hereby declare that presently our Company/ firm
_____ is having unblemished record and is not declared ineligible for
corrupt and fraudulent practices either indefinitely or for a particular period of time by any
State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not
blacklisted and not declared ineligible for reasons other than corrupt and fraudulent
practices by any State/ Central Government/ PSU on the date of Bid Submission.

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

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

Form –1.12:Bidder’s Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020 and sub-subsequent addendum

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

To,

General Manager (Transit),
 Surat Smart City Development Ltd. (SSCDL),
 Ground Floor, Althan Swimming Pool,
 Opp. DRB College,
 New City Light Road,
 Althan, Surat – 395007 , Gujarat, India

Sub : Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.

Mr. _____ undersigned authorized representative of **M/s <<Name of Company>>** has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India.

I certify that quoted product from following OEMs are not from such a country or, of if from such a country, these quoted products OEM have been registered with competent authority. I hereby certify that these quoted product & its OEM fulfils all requirements in this regard and is eligible to be considered for procurement from Bid number GM(TRANSIT)/SSCDL/BRTS/1/2022-23

No.	Item Category	Quoted Make & Model
1.		
2.		
3.		
4.		
.		
.		
N		

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise Purchaser/End user Dept. reserves the right to take legal action on us.

Name of the Bidder :

Authorized Signatory :

Seal of the Organization :

Business Address :

Date :

Place :

**Form –1.12:: OEM’s Undertaking as per guidelines published by Ministry of Finance,
Dept. of Expenditure, Public Procurement division dated 23.07.2020 and sub-
sequent addendum**

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

To,

General Manager (Transit),
Surat Smart City Development Ltd. (SSCDL),
Ground Floor, Althan Swimming Pool,
Opp. DRB College,
New City Light Road,
Althan, Surat – 395007 , Gujarat, India

Sub : Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation.

Dear Sir,

Mr. _____ undersigned authorized representative of **M/s.** **<<Name of Company>>** has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India.

I certify that following quoted product is not from such a country or, of if from such a country, these quoted product(s) & we as OEM has been registered with competent authority. I hereby certify that this quoted product(s) fulfill all requirements in this regard and is eligible to be considered for procurement from Bid number GM(Transit)/SSCDL/BRTS/1/2022-23”.

No.	Item Category	Quoted Make & Model
1.		
2.		
3.		
4.		
.		
.		
N		

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise Purchaser/End user Dept. reserves the right to take legal action on us.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the OEM Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

**CONTENTS AND FORMAT OF
PRICE BID
(To be Submitted online through
<http://smc.nprocure.com>)**

Appendix-2: CONTENT AND FORMAT OF PRICE BID

- Bidders are required to quote price in (I),(II),(III) above for both type of PIS options i.e. Option A - Full matrix multicolour LED Display unit with Controller & Option B - Industrial LED - LCD Display unit with Controller. The Evaluation committee shall have right to finalize any one type of proposed option for Passenger Information System (PIS) solution out of two proposed options based on the demonstration as per clause D. Bid summary, point 7 C (c).After finalization of one Passenger Information System option by the evaluation committee, the price bid shall be opened for only finalized option and price bid shall be evaluated for the finalized option only.
- The price bid should contain the cost of all components (which includes Supply, Installation, Testing, and Commissioning of Hardware items specified hereunder and Integration of all such items with existing ITMS Software system) in the following format:

Option A: Passenger Information System (PIS) - Full matrix multicolour LED Display unit with Controller

I. Pricing Format for various Hardware Items

Sr. No.	Items	No. of Units	Rate per Unit without GST (INR)	Applicable GST in Percentage	Total (INR)
A1	A2	A3	A4	A5	$A6 = A3 \times (A4 + (A4 \times A5))$
1	SITC of Passenger Information System (PIS) - Full matrix multicolor LED Display unit with Controller	146			
2	SITC of 2 kVA UPS (Station UPS would require 4 hours of backup)	9			
3	SITC of Communication Unit for BRTS Stations / Terminal (Router, Network Cable and all required accessories etc.)	9			
	Total Amount (A)				

II . Pricing Format for Comprehensive Annual Maintenance Charges for Hardware Items Maintenance (Service Charges)

Sr. No.	Hardware Items	No. of Unit	Year 1	Year 2			Year 3	Year 4	Year 5	Year 6	Year 7
				Annual Maintenance amount without GST Per Unit (INR)	Applicable GST in Percentage	Total Amount with Tax (INR)					
B1	B2	B3	B4	B5	B6	$B7 = B3 \times (B5 + (B5 * B6))$	$B8 = B7 \times 1.04\%$	$B9 = B7 \times 1.08\%$	$B10 = B7 \times 1.12\%$	$B11 = B7 \times 1.16\%$	$B12 = B7 * 1.20\%$
1	Comprehensive Annual Maintenance Charges of Passenger Information System (PIS) - Full matrix multicolor LED Display unit with Controller	146	Not Applicable in First-Year				Bidder shall quote the Prices of Annual Maintenance Charges for full quantities of Hardware for 2 nd year Only. Authority shall fill up prices for balance years (i.e., from year 3 to year 7) as per provision of clause 5.3 of the RFP.				
2	Comprehensive Annual Maintenance Charges of 2 KVA UPS (Station UPS would require 4 hours of backup)	9	Not Applicable in First-Year								
3	Comprehensive Annual Maintenance Charges of Communication Unit for BRTS Stations / Terminal (Router , Network Cable and all required accessories etc.)	9	Not Applicable in First-Year								
Total											
Total Amount (B) (B7+B8+B9+B10+B11+B12)											

III . Buyback cost of existing ITMS hardware

Sr. No.	Items	No. of Units	Rate per Unit without GST (INR)	Applicable GST in Percentage	Total (INR)
C1	C2	C3	C4	C5	$C6 = C3 \times (C4 + (C4 \times C5))$
1	PIS Display Unit with mounting structure	207			
2	PIS controller CPUs	90			
Total Amount (C)					

IV. Aggregation of Bid Value for purposes of Evaluation (Total Bid Value)

Sr No	Particular	Amount (INR)
A	Total for Hardware (As per Appendix 2 (I))	
B	Total for Annual Maintenance Charges for all Years (i.e from year 2 to Year 7) (As per Appendix 2 (II))	
C	Buyback cost of existing ITMS hardware (As per Appendix 2 (III))	
	Total Bid Value (A+B-C)	

Option B : Passenger Information System (PIS) - Industrial LED - LCD Display unit with Controller**I. Pricing Format for various Hardware Items**

Sr. No.	Items	No. of Units	Rate per Unit without GST (INR)	Applicable GST in Percentage	Total (INR)
A1	A2	A3	A4	A5	$A6 = A3 \times (A4 + (A4 \times A5))$
1	SITC of Passenger Information System (PIS) - Industrial LED - LCD Display unit with Controller	146			
2	SITC of 2 kVA UPS (Station UPS would require 4 hours of backup)	9			
3	SITC of Communication Unit for BRTS Stations / Terminal (Router, Network Cable and all required accessories etc.)	9			
				Total Amount (A)	

II . Pricing Format for Comprehensive Annual Maintenance Charges for Hardware Items Maintenance (Service Charges)

Sr. No.	Hardware Items	No. of Unit	Year 1	Year 2			Year 3	Year 4	Year 5	Year 6	Year 7
				Annual Maintenance amount without GST Per Unit (INR)	Applicable GST in Percentage	Total Amount with Tax (INR)					
B1	B2	B3	B4	B5	B6	B7 = B3 x (B5 + (B5 * B6))	B8 = B7 x 1.04%	B9 = B7 x 1.08%	B10 = B7 x 1.12%	B11 = B7 x 1.16%	B12 = B7 * 1.20%
1	Comprehensive Annual Maintenance Charges of Passenger Information System (PIS) - Industrial LED - LCD Display unit with Controller	146	Not Applicable in First-Year				Bidder shall quote the Prices of Annual Maintenance Charges for full quantities of Hardware for 2 nd year Only. Authority shall fill up prices for balance years (i.e., from year 3 to year 7) as per provision of clause 5.3 of the RFP.				
2	Comprehensive Annual Maintenance Charges of 2 KVA UPS (Station UPS would require 4 hours of backup)	9	Not Applicable in First-Year								
3	Comprehensive Annual Maintenance Charges of Communication Unit for BRTS Stations / Terminal (Router , Network Cable and all required accessories etc.)	9	Not Applicable in First-Year								
Total											
Total Amount (B) (B7+B8+B9+B10+B11+B12)											

III . Buyback cost of existing ITMS hardware

Sr. No.	Items	No. of Units	Rate per Unit without GST (INR)	Applicable GST in Percentage	Total (INR)
C1	C2	C3	C4	C5	$C6 = C3 \times (C4 + (C4 \times C5))$
1	PIS Display Unit with mounting structure	207			
2	PIS controller CPUs	90			
Total Amount (C)					

IV. Aggregation of Bid Value for purposes of Evaluation (Total Bid Value)

Sr No	Particular	Amount (INR)
A	Total for Hardware (As per Appendix 2 (I))	
B	Total for Annual Maintenance Charges for all Years (i.e from year 2 to Year 7) (As per Appendix 2 (II))	
C	Buyback cost of existing ITMS hardware (As per Appendix 2 (III))	
	Total Bid Value (A+B-C)	

Notes:

1. *Bidders are required to quote price in (I),(II),(III) above for both type of PIS options i.e. Option A - Full matrix multicolour LED Display unit with Controller & Option B - Industrial LED - LCD Display unit with Controller. The Evaluation committee shall have right to finalize any one type of proposed option for Passenger Information System (PIS) solution out of two proposed options based on the demonstration as per clause D. Bid summary, point 7 C (c).After finalization of one Passenger Information System option by the evaluation committee, the price bid shall be opened for only finalized option and price bid shall be evaluated for the finalized option only.*
2. *Rates of Hardware items shall be inclusive of warranty and maintenance period of one year. The Warranty and Maintenance Period shall be considered start from the date of issuance of Completion Certificate as per RFP terms.*
3. *Prices of Hardware and software shall be inclusive of GST.However, GST as applicable shall have to be shown separately in the quote aggregation. GST shall be payable by the Authority as per quoted rate, subject to changes in the Applicable Rate.*
4. *The single brand of each Hardware item to be supplied should be specified in form no 1.5 of Appendix-1. Such Brands shall be meeting the Technical Specification specified in Appendix-8. For the purposes of meeting the requirements of the first Request Order, there shall not be any deviation in brands and technical specification of Hardware than the one agreed upon and promised by the Bidder during the Bidding process. For the subsequent Request Orders the Implementing agency should supply same brand as far as possible, but in limited cases, if the promised brand is not available, brands of broadly similar quality and specifications shall be supplied, only upon prior approval from Authority.*
5. *Bidder shall quote the Prices of Annual Maintenance Charges for full quantities of Hardware for 2nd year Only. Authority shall fill up prices for balance years (i.e from year 3 to year 7) as per provision of clause 5.3 of the RFP.*
6. *Annual Maintenance Charges for above Hardware Items shall start from end of Warranty and maintenance period of 1st Year (i.e., from 13th month.). The Warranty and Maintenance Period shall be considered started only after date of issuance of GO Live Certificate as per RFP Terms.*
7. *Prices for the O&M shall be inclusive of GST.However, GST as applicable shall have to be shown separately in the quote aggregation. GST shall be payable by the Authority as per quoted rate, subject to changes in the Applicable Rate.*
8. *Bidder shall mandatorily require to quote the buyback cost of per unit quantities for both existing ITMS hardware.SMC/SSCDL shall apply GST as per prevailing rate.*
9. *Payment shall be made as per RFP terms in local currency i.e Indian Rupee (INR) only.*
10. *Foreign exchange risk if any shall be managed and bourn by the Implementing agency.*

Appendix-3: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To
Chief Executive Officer (CEO),
Surat Smart City Development Ltd. (SSCDL),
1st Floor, South Zone Office,
Surat Municipal Corporation,
Opp. Satyanagar, Udhna,
Surat-394210, Gujarat, India.

This Deed of Guarantee is made on this _____ day of _____, 202_ at _____ by _____ a Approved Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and a Branch Office at _____, (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of *Surat Smart City Development Ltd* having its Office at _____ (hereinafter referred to as "SSCDL" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the SSCDL undertook the process of competitive bidding in order to select the most desirable firm/company for _____ (RFP Name) , for which purpose SSCDL issued a Request for Proposal ("RFP") document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) If the Bidder withdraws or modifies his Bid during the period of Bid validity specified in the RFP;
or
- (2) If the Bidder refuses to accept the correction of errors in his Bid; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by SSCDL, or
- (4) If the Bidder, having been notified of the acceptance of his Bid by the SSCDL during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to SSCDL a sum of Indian Rupees _____ (Rupees _____). without any protest or demur and upon receipt of first written demand from SSCDL, without having to substantiate his demand, provided that in

his demand SSCDL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 60 days after the date of expiration of the Bid Validity (i.e.180 days from Bid Due Date) or as it may be extended by the bidder on a written request by SSCDL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Surat and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible at any of our Surat Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.

Signed and delivered by the
above named _____ Bank by
its Authorized Signatory as authorized by
Board Resolution passed on _____/
Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.

Appendix-4: PERFORMANCE GUARANTEE
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To

Chief Executive Officer (CEO),
Surat Smart City Development Ltd. (SSCDL),
1st Floor, South Zone Office,
Surat Municipal Corporation,
Opp. Satyanagar, Udhna,
Surat-394210, Gujarat, India.

1. KNOW ALL MEN by these presents that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto Surat Smart City Development Ltd. (SSCDL) (hereinafter called "the Owner") in the sum of INR ----- (Rupees ----- only) for which payment will and truly to be made to the said Owner, the Bank binds itself, its successors and assigns by these present.
2. Whereas a Letter of Acceptance No. _____ dated _____ has been issued by Surat Smart City Development Ltd.(SSCDL), to (NAME OF SERVICE) (Hereinafter called "the Implementing agency") for execution of the Project.
3. AND WHEREAS the Implementing agency is required to furnish a Bank Guarantee for the sum of INR _____) towards Performance Security for the said Project.
4. AND WHEREAS _____ (Name of Bank) have, at the request of the Implementing agency, agreed to give this guarantee as hereinafter contained without demur.
5. We further agree as follows:
 - (a) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Implementing agency.
 - (b) That any account settled between the Owner and the Implementing agency shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - (c) That this guarantee commences from the date hereof and shall remain in force for a period of _____ days.
 - (d) That the expression 'the Implementing agency and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.
6. The Conditions on this obligation are:
 - (i) If the Implementing agency fails or refuses to enter into the Implementing agency Agreement within the time limit specified in the Letter of Acceptance.
 - (ii) If the Implementing agency fails to perform its obligations under the Implementing agency Agreement to be entered into between SSCDL and the Implementing agency pursuant to issuance of Letter of Acceptance by SSCDL to Implementing agency

We undertake to immediately pay to the Owner in Surat the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand provided that in his demand the Owner will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i) & (ii) mentioned above, specifying the occurred condition or conditions.

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

_____,'

ADDRESS OF THE WITNESS

SIGNATURE OF AUTHORIZED OFFICIAL OF THE BANK

NAME OF OFFICIAL_____

DESIGNATION_____

STAMP/SEAL OF THE BANK

Appendix-5:LIST OF BANKS

Where the contractor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g., EMD, SD, etc., such F.D.R, bank guarantees, etc. shall be produced from any one of the following Nationalized banks as listed below:

- 1) AU Small Finance Bank
- 2) Ahmedabad Mercantile Co-Operative Bank Limited
- 3) Axis Bank
- 4) City Union Bank
- 5) DBS Bank India Limited
- 6) DCB Bank
- 7) Equitas Small Finance Bank
- 8) Federal Bank
- 9) HDFC Bank
- 10) ICICI Bank
- 11) IndusInd Bank
- 12) Kalapur Commercial Co-Operative Bank Limited
- 13) Kotak Mahindra Bank
- 14) NutanNagrikSahakari Bank Limited
- 15) Rajkot NagarikSahakari Bank Limited
- 16) RBL Bank
- 17) Saraswat Co-Operative Bank
- 18) Saurashtra Gramin Bank
- 19) Standard Chartered Bank
- 20) Tamilnadu Mercantile Bank
- 21) The Gujarat State Co-Operative Bank
- 22) The Mehshana Urban Co-Operative Bank Limited
- 23) The Surat District Co-Operative Bank
- 24) The Surat Peoples Co-Operative Bank
- 25) Ujjivan Small Finance Bank

Appendix-6: IMPLEMENTING AGENCY AGREEMENT

(Attached Separately)

Appendix-7: FORMAT OF AFFIDAVIT

The affidavit format as indicated below to be furnished on non-judicial stamp paper of Rs. 300 (duly notarized) by bidder

Name of work: Selection of Implementation Agency for Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful / false information, Surat Smart City Development Ltd(SSCDL) is entitled to take any civil and criminal punitive action against me/us.

The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituents partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, from the date of this bid submission. I hereby certify that presently our company is not blacklisted or debarred by any Government /PSU on the date of Bid Submission.

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

The undersigned hereby declares that I have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that M/s <<name of Company>> is not from such a country.

OR

I certify that M/s <<name of Company>> belongs to such a country and has been registered with the Competent Authority (i.e. Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)) and the copy of valid registration from competent authority has been attached in this regard.

I on behalf of M/s <<name of Company>> further undertake that we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that M/s <<name of Company>> fulfils all requirements in this regard and is eligible to be considered.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the SSCDL/SMC.

We hereby confirm that all the components/parts/assembly which we shall supply on award of contract shall be original new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly shall be used.

The SMC/SSCDL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information to provide such information deemed necessary and requested by you to verify statements and information provided in the RFP or with regard to the resources, experience and competence of the Applicant.

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

Signed by the Authorized Signatory of the firm

Title of the office: _____

Name of the firm: _____

Date: _____

Appendix-8: TECHNICAL SPECIFICATION

1. ITMS Project Background

The purpose of this section is to provide information and background about the Integrated Transit Management System (ITMS) being implemented by Surat Municipal Corporation/Surat Smart City Development Ltd. This section provides a brief introduction to the solution for the purpose of understanding the project and thereby help bidders to provide relevant devices that would be integrated with the projects functional, technology and end-user requirements and further the goal of SMC to achieve integrated, highly automated and stable environment for integrated transportation operations management environment within the city of Surat.

1.1 The objective of Implementing ITMS

SSCDL aims to enhance the operational capability, citizen satisfaction, reliability, and on-time availability of its services offered through various departments like public transportation, solid waste, engineering services, emergency services, etc. SSCDL is soliciting proposals through this RFP from qualified services providers to implement an integrated operations management city platform that will render its services to different departments in a collaborative manner and augment SMC/SSCDL's initiative of delivering quality services that meet citizen's expectations. The services thereby are aimed at enhancing the efficiency of SMC/SSCDL's operational capability and better management of a fleet of vehicles which in turn will instill confidence within citizens of Surat city. SSCDL, through this RFP, is desirous of implementing the "Intelligent Transit Management System" (hereinafter referred to as the "ITMS" OR "The Project"). To this end, SSCDL has decided to monitor the movement and manage the fleet of vehicles owned and operated for SMC, collect data related to their geographical position, and vehicle movement patterns and to provide relevant information to citizens /SSDCL and SMC's management to better manage services. Onboarding of fare collection devices on its public transportation systems to enable electronic and integrated fare collection system delivery to its citizens.

1.2 ITMS Requirement Summary

SSCDL envisages implementing ITMS as a city-wide integrated platform for its diverse set of transportation needs which include operations of public transportation, management of vehicles operating for other civic services like solid waste, engineering, and emergency services. The aim of implementing ITMS is to bring best-in-class operational efficiency and automation to its operations capability to ensure services are delivered on a consistent basis and in a manner that meets the objectives of SSCDL/SMC. ITMS is expected to meet the objectives of enhancing service standards, bringing about a paradigm shift in service quality and availability, better organization of planning and operations, integration of transit systems, and overall improvements in line with service excellence.

ITMS shall enable SSCDL/SMC to automate its operational processes with respect to mobility management of its vehicles, better insight into operations and hence balance demand & supply issues, perform analytics to optimize system capability to increase operational efficiency, bring in service sustainability, and enable forward-looking environment which facilitates policy environment meeting corporation and citizen needs on a continual basis.

ITMS system shall deliver the above-mentioned management objectives by integrating technologies and services using the latest hardware, software, computing, and communications technologies. The system shall offer the relevant operational capability to individual departments while delivering services through an integrated and intelligent platform that is common to all the services. The system is expected to have the capability to cater to diverse end-use requirements from different service areas of the different departments within SMC. ITMS will play an important role in delivering policy objectives of SMC/SSCDL, improving service accessibility, providing integrated transport solutions, and making the best use of existing infrastructure and resources in delivering service resilience.

The system shall deliver noticeable economic benefits through reduced journey times and increased reliability, improvements in safety and reductions in pollution, easier service consumption systems, increased citizen trust in civic services, higher operations management capability to authority and integrated work management and delivery scenarios.

The aim of SSCDL is to implement Passenger information system at each BRTs station for displaying the route and estimated arrival time (ETA) including digital advertisements and other digital content.

1.3 ITMS Implementation Benefits:

- Making travel within the city seamless and more efficient (safer, less polluting, economical, better-informed travel) – increased PT usage.
- Improving access to the public transit system by augmenting easier access to service and information.
- Improved scientific decision-making.
- Deliver accurate real-time information about services.
- Aid policy decision by the availability of analytics platform.
- Faster and efficient management of incidents within the city.
- Higher economics within transport service by increased use of electronic fare services.
- Enhanced and easier service platform for emergency and engineering services.
- Optimized fleet management for higher availability.
- Safe fleet availability by implementing controls of operations and SLAs.
- Improved communication between operations staff and management resulting in a coordinated and managed service environment.

1.4 Purpose of Open ITS standards & Architecture

Interoperability: The ITMS Architecture shall be based on standards needed to provide a sound foundation for system interoperability (interfaces and products). Because the ITMS shall serve as the common foundation for ongoing ITS development work for Surat city, factoring it into the current system implementation will facilitate the transition to a standard interface definition. Using standard interfaces will provide for regional interoperability and even interchangeability of some devices used in ITS management, even though they may be from different manufacturers.

Increased competition: By implementing the use of open standards (non-proprietary), multiple vendors will be able to meet the standards and be able to respond to RFPs.

Support and upgrades will also be available from multiple potential sources, avoiding the problems of being locked into one source.

Future expandability: By designing within a common framework and using open standards, you will create an environment that integrates legacy systems with new ITS applications and allows more functionality to be added as needed.

Lower costs: ITS equipment and device compatibility will create larger total markets attracting more suppliers resulting in more capable products at lower prices. The resulting long-term costs of deployment will be pushed down by these economies of scale for off-the-shelf ITS equipment and products and by competition through the open-system enabling of multiple vendors.

Increased transportation system integration: The open nature and structure of the ITS architecture and the use of standards-compliant components will make the integration of complex transportation management components and regional systems easier. Improved integration of systems operated by different agencies will permit effective information sharing and more effective use of resources. Seamless mobility services across agency lines will become a reality.

Note: The bidder shall be required to provide all protocols, API interfaces, etc. to SMC and solutions should be delivered using standard globally accepted protocols and practices.

2. Solution Overview

2.1 Integrated ITMS Overview

The integrated view of ITMS shall enable you to have a detailed understanding of SSCDL's understanding of implementing a city-wide transit management system. The system being proposed to be implemented will act as a city foundation framework for integrating the objectives of a diverse set of stakeholders with Surat city. SMC provides several other services other than transportation to its citizens like solid waste, emergency services, engineering services, etc. and hence all such services mentioned within the scope of this RFP shall utilize common ITS infrastructure like tracking and GIS systems to deliver its desired end objectives.

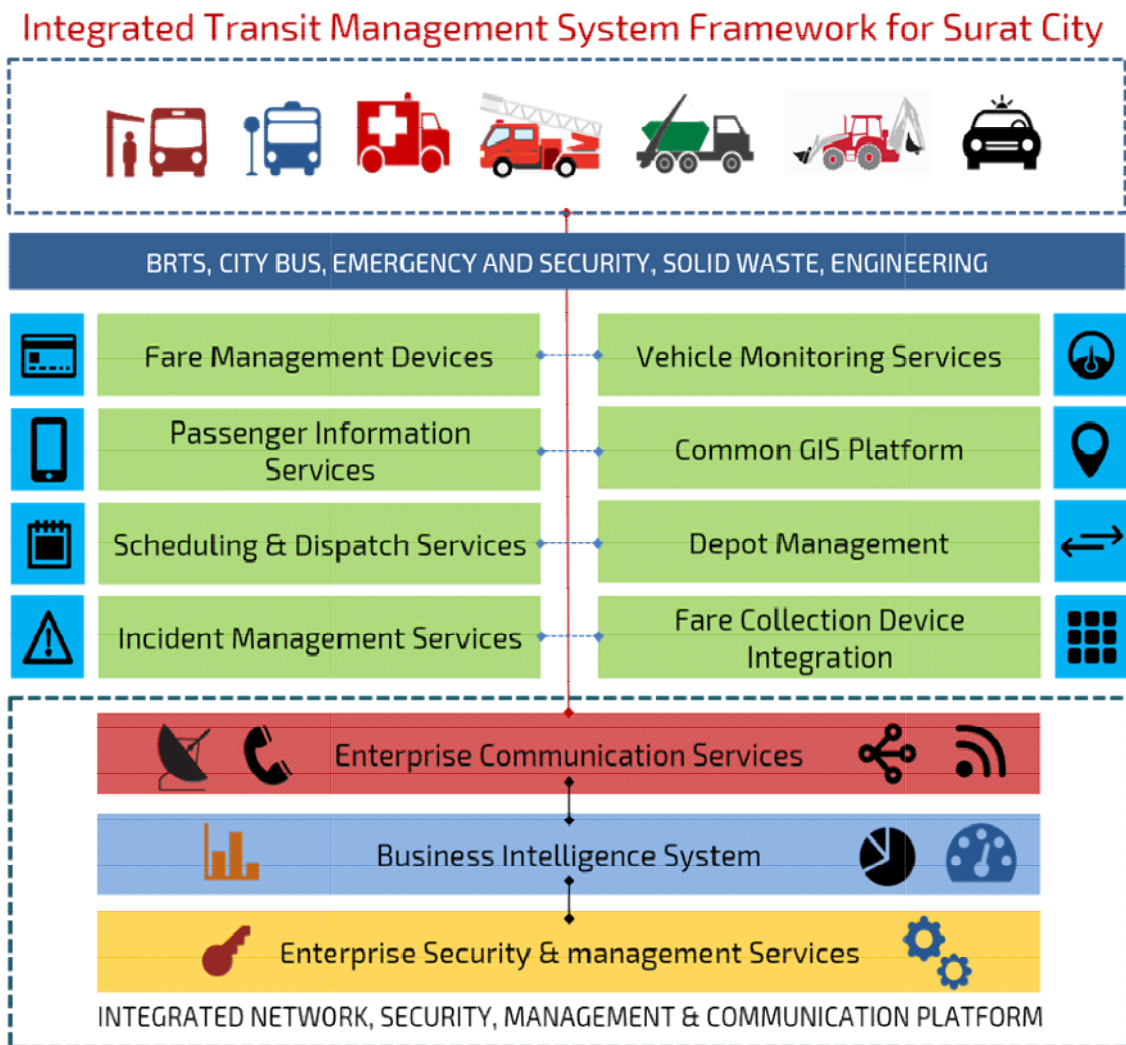


Figure 1: Integrated Surat City ITMS Architecture**

**figure 1 above is indicative and does not include all the activities that would need to be carried out as part of the implementation of ITM. The detailed scope is mentioned in the next section.

3. Technical Specifications

API and Interfacing protocols of exiting ITMS Service Provider shall be provided to selected Bidder upon signing of Non-Disclosure Agreement. The existing ITMS application is designed for Windows-based controller. Therefore, the PIS display controller must have a windows operating system.

Implemented agency shall required to integrate the all hardware items supply and installed under this project with Existing Enterprise Management System software that is implemented by existing ITMS vender.

3.1 Passenger Information System for BRTS Station and Terminals

LED-based display screens that provide sufficient visibility in broad daylight conditions shall be installed at BRTS stations and terminals. They shall display the route and estimated arrival time (ETA) including digital advertisements and other digital content as may be approved by SMC/SSCDL. They may also be used to display public service information.

The PIS System comprises two parts: PIS Display and controller. There are two options for the required PIS System. Option A comprises a Full matrix multicolor LED based PIS Display with a windows-based controller while option B comprises an industrial grade LED-LCD based display with a windows-based controller. Option A uses arrays of discrete color LEDs while option B uses LED back-lit LCD technology for display.

The bidders shall quote rate for both options A and B with a comparable and acceptable quality. controllers/CPU's used in both options should have similar specifications. Bidders shall bid for both options A and B satisfying technical criteria. During the demonstration phase, one option will be finalized by the evaluation committee based on the perceived quality and the use case of the PIS system. Bidders are encouraged to visit BRT stations at Surat to understand the practical conditions before bidding and demonstration.

3.2 Passenger Information System shall have the following functional specifications:

- Display of PIS in a display unit at bus station shall be configurable based on bus station and platform. The single unit should display services of more than one platform.
- Information Display units will be supplied and mounted appropriately, configured, and commissioned by the vendor.
- PIS information shall be displayed in Gujarati, Hindi, and English alternatively (single or multiple languages shall be configurable).
- At all these bus stations, display units will receive/display transmitted contents from the central system through a gateway or mention other suitable means in the technical architecture.
- Display systems need to support full-color display for streaming advertisements, Digital display of text, images, and video on LED screens.
- Displayed messages must be readable in high bright, daylight.
- Display system in addition to the display of information for PIS shall be capable of displaying advertisements and multimedia content at the bus stops and may need to alternate between Passenger information and Advertisements.
- The frequency and period of the information displayed on the PIS display shall be configurable from a central location for advertisements and other transit information.
- Display shall provide for modular configurable layout enabling parallel display of content on different areas of the screen – Real-time Transit information (Routes, ETA, Type of service, Fare, Time/Date, Public announcements, Safety information, Commercial advertising, a ticker tape at the bottom for text announcements/advertisements, other local Tourist information).
- All displays for PIS will have a configurable refresh rate with a minimum of 10 seconds.

3.3 Passenger Information System (PIS) Technical Requirement:

- Display units with controller shall be mounted on a rugged structure to withstand harsh environmental conditions with reasonable physical security.
- Display will be located at a convenient height to have a clear view of the message of the next arrival bus.
- Fitment provision will have to be provided in the Bus stations. The power supply shall be made available by SMC/SSCDL at standard location.
- Ensure a smooth transition from the main power supply to UPS in case of a power outage.
- Aesthetic requirements such as fonts, colors, rows per page, and display time to be remotely configurable and displayed based on business requirements.

Special Note:

The Current RFP does not include Software requirements form Implementing Agency. The existing windows-based software will be used in PIS systems to be installed. The Implementing Agency shall ensure a windows-based controller with Display satisfying minimum specifications

BRTS station PIS Display with controller Specifications

Option A :-Full matrix multicolor LED based PIS Display

S. No.	Item	Requirement
1	Type of display	Full matrix multi colour LED based
2	Readability	At least daylight condition
3	Viewing Distance	2 to 30 meters
4	Screen Size	Minimum Diagonal: 55inch, Maximum height 2.6ft
5	LED technology	SMD
6	Brightness	Minimum 800 nits, Adjustable brightness
7	Grade	Industrial
8	Resolution	Pixel pitch: less than or equal to 2mm
9	Viewing angle	Minimum V60° x H60°
10	Sealing	IP65(front) and minimum IP54(rear) with rustproof metallic body frame
11	Humidity	RH:20%-RH:80%
12	Operating Temperature	0 to 50 deg C
13	Display Life	Minimum 1,00,000 hours
14	Operation hours	Minimum 18 hours daily
15	Power supply	110 V to 240 V AC
16	Input port	HDMI, VGA
17	Screen Refresh Rate	Minimum 50 Hz

Option B:-Industrial LED - LCD based PIS Display

S. No.	Item	Requirement
1	Type of display	Non-touch, Color, LED-LCD
2	Readability	At least daylight condition
3	Viewing Distance	2 to 30 meters
4	Screen Size	Minimum Diagonal: 55inch, Maximum height 2.6ft
5	Brightness	Minimum 500 nits, Adjustable brightness
6	Grade	Industrial
7	Resolution	HD (1080p)
8	Viewing angle	Minimum V60° x H60°
9	Sealing	IP65(front) and minimum IP54(rear) with rustproof metallic body frame
10	Humidity	RH:20%-RH:80%
11	Operating Temperature	0 to 50 deg C
12	Display Life	Minimum 50,000 hours
13	Operation hours	Minimum 18 hours daily
14	Power supply	110 V to 240 V AC
15	Input port	HDMI, VGA
16	Screen Refresh Rate	Minimum 50 Hz

PIS controller (for both option A and B)

1	CPU	Dual core or Above
2	Processor Frequency	1.66 GHz & above
3	No of Cores	2
4	L2 Cache	1 MB
5	RAM Technology	DDR2 667MHz
6	RAM Capacity	2 GB

7	Ethernet Controller	Support wake on LAN.
8	Ethernet Speed	10/ 100/ 1000 Mbps
9	Ethernet Connector	RJ45 x 1 (Minimum)
10	Internet Connectivity	Required
11	Audio Interface	HD Audio
12	Audio Connector	1 (Line-in, Line out, Mic-in)
13	Watch Dog Timer	Yes
14	Storage: SATA	1 x SATA SSD
15	I/O USB2.0	2
16	COM Port	1 x RS232/ 422/ 485
17	Power Supply Voltage	110VAC to 240 VAC
18	Operational Temperature	0 to 50 deg C
19	Operational Humidity	RH:20%-RH:80%
20	Physical Construction	Aluminium/Iron/Alloy(rustproof material)
21	Physical Mounting	Wall/Roof
22	Operating System	Yes, Microsoft Windows
23	EMC	CE,FCC,CCC,BSMI,KC, or similar compliances
24	Safety Certifications	UL,CCC,BSMI,KC, or similar certificates

The mounting kits for BRT station/Terminal station installation are to be provided along with the displays. Bidders are requested to visit the BRT station and examine the current installation of PIS LED boards.

With regards to ESD and Endurance Test, if proposed product does not provide Test Certificates for ESD and Endurance Test then Bidder shall have to provide undertaking on relevant value of stamp paper from its OEM stating that it shall provide Test certification of Test as specified above before Go Live of the Project if it unable to provide the same along with its Technical Bid. Bidder shall also provide an undertaking specifying that if its OEM is unable to obtain such Test Certificates as specified above then it shall replace the brand of the Product with another brand having all required Test certifications and meeting specifications stated in the RFP without changing its Price.

The display shall provide for a modular configurable layout enabling parallel display of content on different areas of the screen – Real-time Transit information (Routes, ETA, Type of service, Fare, Time/Date,Safety information, Commercial advertising, other local Tourist information). The content management in these displays is not in the bidder's scope of this tender.

3.4 Test Compliances for PIS

Sr. No	Test standards compliance Test Report by Agencies, as notified under rule 126 of CMVR, to be submitted for each item.	Specifications Station Signs
1.	Performance parametric test	Nine points, tri temperature/tri voltage-18V, 27V, 32V,-25°C, room temperature, +80°C test. At each test point, the system will be powered on and shut down 5 times as per the supplier's designated procedure and thereafter evaluated for malfunction if any
2.	Cold	IS 9000 (Part II/Sec 4)-1977 (reaffirmed 2004)at -15°C for 2 hours in ON condition
3.	Dry heat	IS 9000 (Part III/Sec 5)-1977: at + 80°C for 16 hours in oncondition.
4	Damp heat	IS 9000 (Part V/Sec 2)1981 at +25°C /+55°C, Humidity 95%, 24 hours for 6 cycles in off condition. Functional test with power in on' condition at the start of 2nd, 4th and 6th cycle
5	Vibration · Frequency	5~55Hz and return standard AIS 012/AIS:062 -10g
6	Dust and water ingress protection	IS /IEC 60947-1:2004 in conjunction with IS/IEC 60529:2001– Signs IP66. No controller is required at Station
7	Free fall	IS 9000 (Part VII/Sec 4) Free fall at 500 mm. No controller is required at Station
8	Fire	resistant Wiring Harness
9	Reverse polarity protection without fuse	The component must fulfill the function- and service life requirements after being subjected to reversed polarity up to 27 V for 2 minutes. ISO 16750-2
10	Over voltage protection	To ensure service life requirements and functionality. The component shall run for 60 minutes at 38V, without affecting the service life or function. ISO 16750-2
11	Insulation resistance	The Insulation resistance measured as per ISO 16750-2 with avoltageof500 V dc shall not be less than 1Mega ohm. Insulation Resistance Test will be carried out after completion of the Damp-Heat Test' and then the Test sample to be kept at room temperature for at least 0.5 hrs.

Sr. No	Test standards compliance Test Report by Agencies, as notified under rule 126 of CMVR, to be submitted for each item.	Specifications Station Signs
12	Salt spray test	(AIS: 012/ IS10250) 96 hours
13	EMC/EMI	AIS 004 (PART 3)
14	EMC/EMI	'e' Certificate
15	Short Circuit Protection	ISO 16750-2
16	Momentary Interruption	ISO 16750-2
17	Ripple	ISO 16750-2

3.5 UPS Specifications

Online UPS 2KVA-4 Hours backup		
Sr. No.	Description	Minimum Required Specification
1	Rating (in KVA)	2 KVA
[A]	Input	
1	Nominal Voltage	230 V AC
2	Nominal Frequency	50 Hz
3	Input Power Factor	>0.95
4	Input Voltage Range	165 ~ 275 VAC
5	Frequency Range	45 to 55 Hz
[B]	Output	
1	Invertor Design	IGBT Based Technology
2	Voltage	220 V / 230V / 240 VAC
3	Voltage Regulation	1% to 2%
4	Waveform	Pure Sine wave
5	Total Harmonic Distortion	< 3% for linear load
6	Crest Factor	3 :1

[C]	Environmental	
1	Operational Temperature	0 to 40 Deg.
2	Relative Humidity	20 ~ 90% (Non Condensing)
[D]	Physical	
1	Enclosure Protection	IP 20
2	Cooling	Forced Air Cooling
[E]	Bypass	
1	Static Bypass	Auto & Manual
2	Transfer	No Break
[F]	Battery	
1	Type	Sealed Maintenance Free
2	DC Voltage	Upto 96 V
3	Recharge Time	8-10 hrs
4	VAH Required	3600 VAH
5	Battery Backup	4 hours
6	Battery make	Exide / Quanta / Rocket
[G]	General	
1	Overall Efficiency on Full load	> 87%
2	Acoustic Noise (in dbA)	< 50 dbA @ 1 Meter
3	Alarms	Audible Alarm required for Mains Failure, Low Battery, Over Load
4	Display Panel	LCD Display with Measurements (Input / Output/Frequency, Battery Voltage)
[H]	Communications	
1	Connection type	USB
2	SNMP Interface	Intelligent slot for SNMP / AS400/ Modbus

3.6 Communication Unit Specifications

I/O ports and slots: 2 SIC slots or 1 WSICDSIC slot + 1 RJ-45 autosensing 10/100/1000 WAN port + 1 SFP fixed Gigabit Ethernet SFP port + 4 RJ-45 autosensing 10/100/1000 LAN ports + 1 Serial port
Additional ports and slots: 1 USB 2.0 + 1 RJ-45 console port to access limited CLI port
AP characteristics: Radios (via optional modules) 3G, 4G LTE
Memory and processor: RISC @ 667 MHz, 1 GB DDR3 SDRAM, 256 MB flash
Performance: Throughput - up to 500 Kpps (64-byte packets); Routing table size - 200000 entries (IPv4), 200000 entries (IPv6); Forwarding table size - 200000 entries (IPv4), 200000 entries (IPv6)
Operating temperature: (0°C to 50°C)
Reliability: MTBF - 10 years
Safety: UL 60950-1; IEC 60950-1; EN 60950-1; CAN/CSA-C22.2 No. 60950-1; FDA 21 CFR Subchapter J; AS/NZS 60950-1; GB 4943.1
Emissions: VCCI Class A; EN 55022 Class A; CISPR 22 Class A; EN 55024; ICES-003 Class A; EN 300 386 v1.6.1; CISPR 24; AS/NZS CISPR 22 Class A; EN 61000-3-2; EN 61000-3-3; FCC (CFR 47, Part 15) Class A
Management: IMC - Intelligent Management Centre; command-line interface; Web browser; out-of-band management (serial RS-232C); out-of-band management (DB-9 serial port console); SNMP Manager; Telnet; RMON1; FTP; IEEE 802.3 Ethernet MIB

4. Maintenance Requirement for ITMS Items

- Implementing Agency / Service Provider shall have to maintain the Hardware Unit during the contract period as per instruction of Authority/Authority appointed ITMS Service Provider
- Any faulty equipment shall be replaced with a tested unit from the spares maintained by Implementing Agency / service provider.
- Repair and testing of equipment shall be done at the Service provider’s maintenance center and not at the site.
- A repaired unit shall be tested for full functionality at the time of initial deployment and certified before it is reinstalled at any site.
- Spare Items shall be kept so as to replace as and when required.

Appendix-9: SERVICE LEVELS

The Implementing agency shall have to adhere to the Service Levels specified in this section for Project components during the Warranty and Maintenance Period (i.e., post-implementation period). These Service Levels shall become part of the Agreement which shall be signed with the Implementing agency.

Implementing agency shall required to integrate the all hardware items supply and installed under this project with existing Enterprise Management System (EMS)which is implemented by existing ITMS vender.The SLA shall be monitored through the Existing Enterprise Management System only.

1. Service Level Matrix

The table below provides Service levels to be adhered to by the Implementing agency during the operational hours during the warranty and maintenance period (i.e., Post Implementation period) of the Project. The preventive maintenance and the scheduled downtime shall be carried out by the Implementing agency during the non-operational hours of the project. In case of Non-meeting the SLAs, the corresponding damages as defined in the tables placed below shall apply.

#	Project Component name	Service Level Description	Measuring Duration	Availability Measurement			Measured by
				Baseline Minimum	Lower Performance	Critical Breach	
Passenger Information Display installed at BRT Stations and Terminals							
1	PIS units	Passenger Information System (PIS) shall be available for all passengers to view without delay in the frequency mentioned.	Daily	> 97%	97% to 95%	94% to 75%	PIS showing distorted/ partial/ non-readable messages/ information shall also be considered as unavailable
2	PISunits	Replacement Time of Malfunction of PIS unit	Daily	24 Hrs.	48Hrs.	96Hrs.	Issue logged in Helpline app.
UPS with Batteries							
3	UPS with Batteries	Replacement & Repairing Time of Malfunction & not working UPS with Batteries	Daily	24 Hrs.	48 Hrs.	96 Hrs.	Issue logged in Helpline app.

2. Availability Measurement Calculation for a Month

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

“ $\frac{\text{Actual Uptime} + \text{Scheduled Downtime}}{\text{Total No. of Hours in a Month}} \times 100$ ”

Wherein

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

"Scheduled Downtime" means the aggregate number of hours in any month during which each piece of equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems, or any other situation which is not attributable to Implementing agency (or Implementing agency's) failure to exercise due care in performing Implementing agency's responsibilities. The Authority would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

- Downtime Calculation

The recording of downtime shall commence at the time of registering the call with Implementing agency for any downtime situation for the equipment. Downtime shall end when the problem is rectified, and the Hardware/equipment is available to the user.

Downtime will not be considered for the following:

- Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
- Bug in any existing ITMS Project system which causes the non-availability of the equipment.

3. Damages Payable for breach in Service Levels

A. Damages Payable -

- The compliance to the SLA metrics as listed above shall be monitored on the monthly basis.
- If the average monthly performance of any unit is determined to be lower than baseline (i.e., Lower Performance) but higher than the level of Critical Breach, then damages of 1 % of the value of non-operational units (i.e., Only those registering lower performance than baseline but higher than the critical breach) shall be charged.
- If the average monthly performance of any unit is determined to have reached below the level of Critical breach, then for every decrease in performance of any item below the critical breach but, the damages payable for Only those items registering performance below the critical breach performance than baseline shall be a determined as follows:
 - Damages payable = Value of non-operational units x 2 % x $\frac{\text{Critical Breach level} - \text{Actual level of performance}}{\text{Baseline Performance} - \text{Critical Breach}}$].

Units/item is referred to as Hardware item.

- In case the average monthly performance of any unit is determined to have reached below the level of 75% then no payment shall be made for those unit.

- e) In case the Malfunction PIS unit not replace in 96 hours(i.e. below the Critical Breach) then no payment shall be made for those unit and Rs. 100 per day for each Malfunction unit shall be charged as an additional penalty.
- f) In case the Replacement & Repairing Time of Malfunction & not working UPS with Batteries unit is more than 96 hours(i.e., below the Critical Breach) then no payment shall be made for those unit and Rs. 100 per day for each Malfunction & not working UPS with Batteries unit shall be charged as an additional penalty.
- g) Total Penalties/Damages payable under this clause are limited to 10% of the Total Bid Value.

B. Exceptions in payment of Damages/Penalties

Damages / Penalties shall not be levied on the Successful Bidder in the following cases:

- a) There is a Force Majeure event, Vandalism, bugs in existing ITMS Project implemented by Authority appointed Implementing agency, effecting the SLA which is beyond the control of the Implementing agency.
- b) Mishandling of the equipment/Hardware items by Authority staff or Authority appointed Bus Operator or ITMS Implementing agency's staff.
- c) Power shut down, accident, reasons attributable to the Authority.

4. Reporting Requirements

- a) The compliance to the SLA metrics as listed above shall be monitored on the monthly basis.
- b) The compliance report shall be submitted monthly along with the monthly invoice, by the Implementing agency to Authority.
- c) These compliance reports shall be verified by Authority officials or the nominated representatives of the Authority. Any disputes on the compliance report shall be escalated to a nominee of the senior management of the Authority and the decision of senior management of the Authority shall be binding on both parties.
- d) The compliance report shall be submitted along with the Monthly invoice by the Implementing agency.

5. Response to issues/queries during Warranty and Maintenance Period

Different Issues/Queries shall be classified into the following three categories as defined above.

Critical issues impacting Issue that impacts more than one service, and which shall have financial implications shall be attended/responded in a maximum of one hour from the time of reporting.

Medium: Issue that doesn't impact more than one service but has a potential to impact. Such issues shall have to be attended/responded in 2 to 4 hours.

Low: A fault, which has no particular impact on the processing of normal business activities shall have to be attended in 8 hours.

ANNEXURE

- E.M.D. & Tender fee shall be submitted in electronic format only through online mode (by scanning) while uploading the bid. this submission shall mean that E.M.D. & Tender fees are received for purpose of opening the bid. Accordingly, offer/tenders of those tenderers who's E.M.D. & tender fee is received electronically, shall be opened. However, for the purpose of realization of E.M.D. and tender fee, the bidder shall send the EMD as well as the Tender fee in the required format in original through RPAD/ Speed Post so as to reach to account Department (Main Office) up to 03/10/2022 ,17: 00 Hrs.. Punitive action shall be initiated for non-submission of EMD & Tender fees in original to Account Department (Main Office) by bidder including abeyance of registration and cancellation of E-Tendering code for one year. All documents in support of the bid shall be in electronic format only through online mode (by Scanning) during the bidding period & hard copies will not be accepted separately.
- All documents must be colored and scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- All the documents related to financial capability must be notarized with clearly displaying the stamp, number, and name of the notary.

"Following Documents shall only be submitted in **HARD COPY** to Surat Municipal Corporation by all bidders"

- Earnest Money Deposit as mentioned in the tender (i.e., DD/ Bank Guarantee).
- Tender fees as mentioned in the tender.
- Affidavit on Non-Judicial stamp paper of Rs. 300/-



**SURAT SMART CITY DEVELOPMENT LIMITED
(SSCDL)**

Request for Proposal

for

**SELECTION OF IMPLEMENTATION AGENCY FOR SUPPLY,
INSTALLATION, TESTING, COMMISSIONING, INTEGRATION AND
MAINTENANCE OF PASSENGER INFORMATION SYSTEM (PIS) FOR
INTELLIGENT TRANSIT MANAGEMENT SYSTEM (ITMS) FOR BRTS
STATIONS OF SURAT MUNICIPAL CORPORATION IN SURAT CITY**

APPENDIX 6: DRAFT SERVICE PROVIDER AGREEMENT

Tender No (On line): GM(TRANSIT)/SSCDL/BRTS/1/2022-23

Issued on 16.09.2022

Issued by

Surat Smart City Development Limited (SSCDL)



APPENDIX-6 : DRAFT SERVICE PROVIDER AGREEMENT

SHORT TENDER FOR SELECTION OF IMPLEMENTATION AGENCY FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, INTEGRATION AND MAINTENANCE OF PASSENGER INFORMATION SYSTEM (PIS) FOR INTELLIGENT TRANSIT MANAGEMENT SYSTEM (ITMS) FOR BRTS STATIONS OF SURAT MUNICIPAL CORPORATION IN SURAT CITY

SEPTEMBER 2022

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PRELIMINARY

THIS AGREEMENT is entered into on this the _____ day of _____, **2018**.

BETWEEN

Surat Smart City Development Ltd (the "Authority"/"SSCDL"), a company incorporated under the Companies Act, 2013 with CIN : U74999GJ2016PLC091579 and having its Registered Office at Smart City Cell Room No. 115, 3rd Floor, Surat Municipal Corporation, Surat – 395003, which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns; of ONE PART.

AND

_____, a company incorporated under the provisions of Indian Companies act, 1956/2013, having its registered office at _____, hereunder referred to as the "Service Provider" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

The Authority and the Service Provider are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS:

Surat Municipal Corporation has been implementing common mobility management platform through Intelligent Transit Management System (ITMS) for Bus Rapid Transit Services, City Bus Services, Emergency vehicles and its other SMC vehicles. The ITMS Project is intended to enhance commuter satisfaction by improving reliability, safety and punctuality of bus operations. The ITMS project is being implemented presently by SSCDL/SMC appointed ITMS Service Provider which includes Automated Vehicle Locating System (AVLS), Passenger Information System (PIS), Vehicle Scheduling and Dispatch System, Incident Management System (IMS), Enterprise Management System (EMS), Business Intelligent System (BI) etc. SSCDL intends to replace the old Passenger Information System (PIS) installed at BRTS stations with the new ones and also expand ITMS Services to additional BRTS stations and Depot / Terminals. In this regard, additional quantities of Hardware items for ITMS project are required. .

- A. Authority had accordingly invited proposals/bids by its Tender Notice No. **Online GM(Transit)/SSCDL/BRTS/1/2022-23**, dated **16th September 2022** (the "Tender Notice") to shortlist and select suitable Applicants through open global competitive bidding process for procurement , Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City (the "Project"). The Authority had prescribed the detailed technical specifications, functionalities, qualifications and commercial terms and conditions in its Request for Proposal Document dated **16th September 2022** for selection of the Service Provider for the Project.
- B. After evaluation of the bids received, Surat Smart City Development Ltd has accepted

the bid of _____ vide Resolution No. _____ dated _____ as per the terms and conditions specified in RFP documents, terms specified in this Agreement.

- C. Subsequently the Authority issued a Letter of Award (LOA) specifying intentions to accept the Bid of _____ through LOA dated _____.
- D. _____, has accepted the Letter of Acceptance hereunder called the "Service Provider") by its letter dated_____.
- E. The Authority and the Service Provider are hereby entering into this Service Provider Agreement to implement the Project of procurement, Supply, Installation, Testing, Commissioning, Integration And Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation in Surat City.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, **the Parties agree as follows:**

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder and any other term(s), not defined herein but defined elsewhere in this Agreement shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

“Authority” or **“SSCDL”** means Surat Smart City Development Limited (SSCDL) , a company incorporated under the Companies Act, 2013 with CIN : U74999GJ2016PLC091579 and having its Registered Office at Smart City Cell Room No. 115, 3rd Floor, Surat Municipal Corporation, Surat – 395003.

“Agreement/ Meaning of the Agreement” shall have a meaning specified in clause 2 of this Agreement.

‘Applicable Laws’ means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

‘Applicable Permits’ means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the supply, installation and maintenance of the Project during the subsistence of this Agreement.

“Affected Parties” means parties claiming benefits of Force Majeure and shall have the meaning set forth in Clause 23 of this Agreement.

“Authority Event of Default” shall have a meaning specified in clause 22.2 of this Agreement

‘Cure Period/Remedial Period’ means the period specified in this Agreement for curing and remedy of any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- a. Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice.
- b. Not relieve any Party from liability to pay damages, penalty and/or compensation under the provisions of this Agreement and
- c. Not in any way be extended by any period of suspension under this Agreement.

Provided that if the cure of any breach requires any reasonable action by the Service Provider, then it must be approved by the Authority hereunder, and the applicable Cure Period shall be extended by such period.

“Contract Period”/“ Terms or Agreement”/Agreement Period” shall have a meaning specified in clause 4 of this Agreement.

“Confidential Information” shall have a meaning specified in clause 15.3.1 of this Agreement.

“Complainant” means any persons including Authority who shall have grievance arose from the development of Project.

“Dispute” shall have the meaning set forth in Clause 24

“Dispute Resolution” means procedure set forth in Clause 24 for resolution of Disputes.

“Default Notice/Notice” means written communication issued by the Party to other party to specifying the breach or default of Service Provider.

“Expiry Date” shall mean the date on which Agreement expires in normal course with the efflux of time or prior Termination.

“Force Majeure Event” shall have the meaning set forth in Clause 23

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

Project “ refers to the procurement, supply, installation, integration and maintenance of various Hardware item specified in Schedule 1 and 2 of this Agreement and scope of services specified in clause 5 and as defined Technical Specifications Document or any of its part/subpart as the context may require or admit.

“ITMS Project/ Existing ITMS Project/ITMS System” refers to the design, development, procurement, supply, integration, implementation, operation, maintenance and management of Intelligent Transit Management System comprising of Automated Vehicle Locating System (AVLS), Passenger Information System (PIS) , Vehicle Scheduling and Dispatch System, Incident Management System (IMS), Enterprise Management System (EMS), Business Intelligent System (BI). This is being implemented by SSCDL appointed ITMS Service Provider presently.

Authority appointed Existing ITMS Service Provider/Existing ITMS Service Provider refers to the entity already appointed by SSCDL/SMC for implementation of ITMS Project .

“ITMS Service Provider/ Service Provider” refers to the entity selected by SSCDL for implementation, operation and maintenance of ITMS Project pursuant competitive bidding process. SSCDL has already appointed ITMS Service Provider.

“Insurance” shall have a meaning specified in clause 21.1 of this Agreement.

“Liquidated Damages” shall have a meaning specified in clause 8.4 of this Agreement.

“Lead Time” shall mean the time available for successful implementation and commissioning of the Project as per Clause 8.2 of this Agreement.

“Material Adverse Effect” means any act or event of either Party which causes a material financial burden or loss to the counter party.

'Material Breach' means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.

Maintenance Period mean period post Warranty Period.

"Obligations of the Service Provider" shall mean Service Provider's responsibilities specified in this Service Provider Agreement with respect to Project unless such responsibilities/obligations are waived by the Authority.

"Obligations of the Authority" shall mean Authority's responsibilities specified in this Service Provider Agreement with respect to Project unless such responsibilities/obligations are waived by the Service Provider.

"Maintenance Inspection Report" shall have a meaning specified 12.4 of this Agreement.

"Project Acceptance Certificate"/" Go Live Certificate" means the certificate issued by the Authority upon successful procurement, supply ,installation and integration of Various Hardware of Project specified in Request Order and demonstration of all functionalities of such Hardware as specified in Technical Specification and as per the provision set forth in clause 8.3 of this Agreement. The Authority shall issue Go Live Certificate separately for each Request Order.

"Project Site" shall mean the BRTS Bus Stations, Depot/Terminals where the Project is to be implemented.

Performance Security shall have a meaning specified in clause 6.1 of this Agreement

Parties' shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

'Project Implementation Plan ' shall mean the plan with specific reference to this Project, which the Service Provider is required to furnish as part of this Agreement.

"Request Order" shall have a meaning specified in the clause 8.2 of this Agreement.

"Rate Validity " shall have a meaning specified in clause 10 of this Agreement.

"Representation and Warranties of Service Provider" shall have a meaning specified in clause 19.1 of this Agreement.

"Representation and Warranties of Authority" shall have a meaning specified in clause 19.2 of this Agreement.

"Service Provider" shall mean the person selected pursuant to this RFP for with whom the Authority signs Agreement.

"Service Provider's Event of Default" shall have a meaning specified in clause 22.1 of this Agreement.

"Scope of the Project" shall have a meaning specified in clause 5 of this Agreement.

"Sub-Contractor" is a person or corporate body who has a Contract with the Service Provider to carry out a part of the work in the Contract, which includes work on the Project Site.

‘Surat Municipal Corporation Municipal Body incorporated under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of Surat city and having its office at Muglisara, Surat-395 003, Gujarat State, India.

‘Termination’ shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

‘Termination Date’ shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

‘Termination Notice’ means communication issued in accordance with this Agreement by one Party to the other Party specifying intention of terminating this Agreement.

‘Termination Payment’ means the amount payable by the Authority to the Service Provider upon early Termination.

‘Test’ means the Tests carried out by the Service Provider to determine the conformity of the Project and Maintenance procedures to the requirements set in this Agreement.

‘Taxes and Duties’ shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance and management of Project.

“Vandalism“ shall mean destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub contractor of the Service Provider.

“Warranty Period “ shall have a meaning specified in clause 11 of this Agreement.

“Warranty”/“Warranty Terms” shall mean written assurance provided by the Service provider to the Authority promising to repair, modification, changing spare of hardware, software, firmware etc or software upgradation to cure the faults/defects/deficiency in order to raise speed, efficiency and/or effectiveness of the sub system and achieve a higher performance level of Project within the Remedial Period specified at not lower terms than specified in clause 11(b).

1.2 Interpretation

In the interpretation of this Agreement , unless the context otherwise requires:

The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

A reference to any gender includes the other gender;

Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Appendix , Exhibit, Attachment, Schedule, Bid Summary or Recital is a reference

to a Clause, Sub-Clause, Paragraph, Subparagraph, Appendix , Exhibit, Attachment, Schedule, Bid Summary or Recital of this Tender.

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;

Any reference to a person shall include such person’s successors and permitted assignees;

A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;

Any date or period set forth in this Agreement shall be such date or period as may be extended pursuant to the terms of this Tender ;

A reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.

The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article.

The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Section, Paragraph and Schedule of this Agreement so specified;

2. MEANING OF THIS AGREEMENT

This Service Provider Agreement (“the Agreement”) constitutes a Contract between the Authority and the Service Provider under the Indian Contracts Act, 1872. The Agreement shall clearly and expressly constitute the following:

- (1) The Main Body of this Agreement followed by Schedule.
- (2) Performance Security in terms of Bank Guarantee no_____ from ____Bank and dated _____ and valid till _____provided by the Service Provider.
- (3) Request orders issued by the Authority.
- (4) Authority’s Letter of Award Dated_____ addressed to Service Provider..
- (5) RFP document dated____ along with all Appendix ,clarifications and corrigendum documents.
- (6) Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement, or by way of revised or improved understanding of any terms of the Agreement.

Above documents are deemed to be part of the Agreement. In the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

3. APPOINTMENT OF SERVICE PROVIDER

3.1 Appointment of the Service Provider

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non transferable basis, the Service Provider, and the Service Provider hereby accepts its appointment to procurement, Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations of Surat Municipal Corporation (the "Project") in Surat City in accordance with the terms of this Agreement and subject to the Applicable Laws.

3.2 Undertaking

In consideration of the rights, privileges and benefits conferred upon the Service Provider, and other good and valuable consideration expressed herein, the Service Provider hereby accepts this Agreement and agrees and undertakes to perform/discharge all of its obligations and conditions in accordance with the this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Service Provider under this Agreement, and bear and pay all costs, expenses and charges in connection with, or incidental to the performance of its obligations in accordance with the terms contained herein.

4. TERMS OF AGREEMENT/CONTRACT PERIOD

- (a) The Contract Period shall be the period between the Date of Signing of the Agreement and the Expiry Date.
- (b) The Agreement shall remain in force for a period of Seven Years (7 years) from the date of completion of installation and implementation of first Request Order , provided however that in the event of earlier termination of the Service Provider Agreement/Contract, this period shall ending with the date of termination of the Service Provider Agreement (the "**Contract Period**"). Completion of first Request Order shall be considered from the date of issuance of the Project Acceptance/ Go Live for quantities specified in First Request Order. Extension of the services beyond this period can be done upon mutual consent at terms which may be discussed and fixed thereupon.
- (c) The first Request Order shall be issued within two (2) weeks from the date of LOA.

5. SCOPE OF WORK

The scope of the project (the "Scope of the Project") is specified hereunder.

(a) Procurement, Supply, Installation, Testing, Commissioning, Integration and Maintenance of Passenger Information System (PIS) for Intelligent Transit Management System (ITMS) for BRTS Stations.

Service Provider shall procure, supply and install the hardware items as per quality, standards and technical specifications and functionalities as specified in Technical Specification of RFP and items as specified in Price Bid Appendix-2.

The detailed Scope of Work and Technical Specifications of each component of Project are provided in Technical Specification Section of this RFP document. The Bills of Quantities (BOQs) of each item of the Project is specified in Appendix -2 Price Bid of this RFP.

Service Provider shall also be responsible for replenishment/restoration of Project Site or any of the components of Project Site to its original conditions at its own cost if such Project Site or component so damaged during the installation and maintenance by Service Provider's staff.

Implementing agency shall also be responsible for replenishment/restoration of Project Site or any of the components of Project Site to its original conditions at its own cost if such Project Site or component so damaged during the installation and maintenance by Implementing agency's staff.

Ducting at the standard location at the Station shall be as per the Station design shall be provided by the Authority. Any additional ducting required by the Implementing Agency shall have to be installed/arranged by it at its own cost. All wiring (Network & power) is to be done by the Implementing agency at its own cost. No additional cost will be given to the implementing agency for network & power cabling. Authority shall provide the required power supply at one point and recurring electricity bills shall be borne by the Authority.

Service Provider shall also be responsible to remove the existing PIS along with its mounting structure and PIS controller at its own cost. And required to quote the buyback cost for existing PIS displays and PIS controllers as mentioned in the price bid (Appendix 2)

(b) Integration with existing ITMS Project

Service Provider shall be responsible for integration of Hardware items specified in this RFP with existing ITMS Software system/ITMS Project. The Integration requirements are elaborated in Technical Specification. Service Provider shall have to ensure compatibility of Hardware items with existing ITMS Software Systems. Authority shall provide necessary interfacing protocol and Active Programming Interfaces (APIs) to Service Provider.

(c) Maintenance of Hardware items during Contract Period

(i) The Service Provider shall maintain all Hardware items under this RFP during the Contract Period (i.e Warranty Period and Maintenance Period) to ensure the availability of the Hardware items in accordance with the provisions of the Technical

Specification Appendix-8 and Service Levels specified in Schedule 3 and guidelines and specifications as may be stipulated therein.

(ii) The Service Provider shall be abided by the other maintenance terms specified in the tender during the Warranty Period and Annual Maintenance Period

(iii) Service Provider shall ensure continuity of the Project in case of any stoppages of failure as per the scope, Technical Specifications and Functionalities specified in Technical Specification of this RFP.

(d) Training and handholding support to Authority's Staff.

The Service Provider shall train the staff of the Authority and drivers with regards to operational use and functionalities of Hardware items.

(e) Insurance

Service Provider shall procure insurance cover and maintaining the same during the Contract Period as per provisions set forth in clause 25 of this Agreement.

(f) Performance and fulfillment of all other obligations and responsibilities of the Service Provider and conditions in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Service Provider under this Agreement.

6. PERFORMANCE SECURITY

6.1 Performance Security

The Service Provider hereby assures, entrusts and covenants unto the Authority that:

(a) Service Provider had furnished Performance Security to Authority for securing the due and faithful performance of its obligations under the Service Provider Agreement before the date of signing of Agreement (the "**Execution Date**") , an unconditional and irrevocable bank guarantee dated_____ for amount **Rs._____ (i.e 3% of Total Bid Value)** in favour of the "**Surat Smart City Development Ltd**" , from _____Bank (from Approved Bank to SSCDL Only) and payable and en-cashable at Surat ("**Performance Security**"). The Performance Security in the form of a Bank Guarantee is irrevocable and valid up to _____(date). Such Performance Security shall be renewed on time to time basis to coincide its validity period with Contract Period and 90 days thereafter. The copy of Performance Security furnished by the Service Provider is specified in Schedule 5.

(b) Provided that if the contract is terminated for reasons other than which can be attributable to the Service Provider , the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Service Provider under this contract, be duly discharged and released to the Service Provider.

6.2 Encashment of Performance Guarantee

- (a) The Authority shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days ("**Encashment Notice**") under the following circumstances:
- (i) Non payment of any dues by the Service Provider to the Authority as required to be paid under Service Provider Agreement including damages as provided.
 - (ii) An Event of Default not being remedied in Remedial Period by the Service Provider despite notice as provided in this Agreement.
 - (iii) Non removal of deficiencies during the Handover period as specified in the Service Provider Agreement.
- (b) Provided the extend of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of the Authority.
- (c) The provision under this Sub-Clause authorizing the Authority to encash the Performance Security shall be exercisable in addition to and without prejudice to the Authority's right to do so under any other similar provision in this Agreement permitting encashment.

6.3 Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Service Provider shall within 20 (twenty) days of the Encashment Notice, furnish fresh Performance Security to the Authority of the amount that deducted to remedy damages, failing which the Authority shall be entitled to terminate Service Provider Agreement by giving 30 days notice in accordance with the provisions herein.

7. GENERAL OBLIGATIONS

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement , the Parties shall agree and undertake as under;

7.1 General Obligations of Service Provider

The Roles and Responsibilities specified hereunder and elsewhere in the Agreement shall constitute the Roles and Responsibilities /Obligations of Service Provider with respect to Project (the "General Obligations of Service Provider") unless such obligations are waived by Authority.

The Service Provider shall at its own cost and expense;

- (a) Procure, supply, install and integrate Hardware items specified Request order at Project site indicated and Lead Time provided in Request Order in accordance with the provisions of this RFP , Good Industry Practice and Applicable Laws.
- (b) Integrate Hardware items specified in Request Order with existing ITMS Project which is being implemented by Authority/SMC in accordance with the provision of RFP.
- (c) Repair and maintain the Hardware in full operational condition as per the maintenance specified in RFP and maintain the Hardware availability as per the Service Levels specified in Schedule 3 during the Warranty and Annual Maintenance Contract Period as per the terms of the Service Level Conditions included in Schedule 3 during the Warranty and Annual Maintenance Contract Period, if required, through changing the Spare Parts.
- (d) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- (e) Ensure compatibility of the Hardware items with present ITMS Project implemented by Authority appointed Existing ITMS Service Provider.
- (f) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project.
- (g) Provide all assistance to the Authority or its representative as they may reasonably require for the Performance of their duties and services under this RFP.
- (h) Provide to the Authority reports on a regular basis during the Implementation on the progress of the project as may be demanded by the Authority
- (i) Provide to the Authority reports on a regular basis during the Warranty Period and Maintenance period on the compliance with SLA as may be demanded by the Authority.
- (j) Ensure and provide full cooperation, assistance and share protocols, APIs so required to the Authority appointed existing ITMS Service provider to ensure that the Hardware items being supplied are compatible with other exiting components of the existing ITMS Project.
- (k) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Service Provider's obligations under this Agreement.
- (l) Develop, implement and administer a Surveillance and Safety Program for the Project and the users thereof and the Service Provider's personnel engaged in the provision of any services including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;
- (m) Take all reasonable precautions for the prevention of accidents on or about the Project Site / Facility.

- (n) Not to place or create nor to permit any Contractor or other person claiming through or under the Service Provider to create or place any Encumbrance over all or any part of the Project or Project Site, or on any rights of the Supplier therein, save and except as expressly set forth in this Agreement.
- (o) Be responsible for safety, soundness and durability of the Project components and their compliance with the Specifications and standards set forth in this Technical Specification throughout the warranty period and Contract period.
- (p) Remove promptly upon installation and according to Good Industry Practice, from the Project Site, all surplus installation machinery and materials, waste materials, rubbish and other debris and keep the site in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits.
- (q) Have requisite organization and designate and appoint suitably qualified officers/representatives as it may deem appropriate to supervise the implementation of its obligations under this Agreement and to deal with the Authority or its representative and to be responsible for all necessary exchange of information required pursuant to this RFP.
- (r) Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to Project Completion under and in accordance with this RFP.
- (s) Furnish the copies of hardware design manuals, protocols, Maintenance Manual, the Maintenance Program and copies of all documents relating to safety and its safety standards to Authority.
- (t) Ensure smooth transfer of all hardware, protocols, APIs forming part of the Project except proprietary Software to Authority upon Termination or at any period during the Contract Period as and when demanded by Authority.
- (u) Abide by all Applicable Laws including labour laws, minimum wages, PF, ESIC and applicable Goods and Service Tax (GST), etc.
- (v) Co-operate with all other Service Providers and Vendors of Authority and facilitate their operations in the BRT System.
- (w) Service Provider shall be responsible for conducts and functioning of their employees and staff employed on the Project. The Service Provider shall ensure efficient services, polite and courteous behavior and conduct towards end users and to the staff and representative of Authority. In case of any of its employee or staff members being found guilty of any unreasonable offenses, the Service Provider shall be liable for any misconduct of its staff and upon request from the Authority, the Service Provider shall take appropriate actions. It shall be clarified that any such actions towards staff members shall not absolve the Service Provider from its obligations.
- (x) The Supplier shall have to make his own arrangement for the storage of the materials required for this work. The Authority shall have no responsibility to provide for any such storage facility to the Service Provider

- (y) Performance of each activity, responsibilities and obligations specified elsewhere in Service Provider Agreement and Technical Specification Document of RFP during the Contract Period.

7.2 General Obligations of Authority

The Roles and Responsibilities specified hereunder and elsewhere in the Agreement shall constitute the Roles and Responsibilities /Obligations of Authority with respect to Project (the "General Obligations of Authority") unless such obligations are waived by Service Provider.

- (a) Provide necessary interfacing protocol and Active Programming Interfaces (APIs) to the Service Provider for facilitating integration and compatibility with existing ITMS Project. Based on which Service Provider shall undertake integration with existing ITMS System. Upon integration information control of the Hardware items shall be passed on to the existing ITMS Project sub systems for effective functioning and operation.
- (b) Provide to the Service Provider necessary Project Site comprising of BRTS station, Depot/ Terminal for due and punctual performance of its obligations.
- (c) Approve the Project Implementation Plan or any other submittal submitted by the Service Provider, provided Service Provider incorporated suggestions made by the Authority or its representative. Any approvals herein above by the Authority shall not absolve the Service Provider from its obligations and responsibilities under this Agreement.
- (d) Bear the electricity expense at Bus Stations.
- (e) Bear the regular recurring communication charges for operation of Hardware items installed as part of this Project.
- (f) Make regular payment to Service Provider in conformity with the payment terms specified in clause 20 of this Agreement.
- (g) Attempt to grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from the Authority in connection with implementation of the Project and the performance of the Service Provider's obligations under this Agreement;

8. PROJECT IMPLEMENTATION

8.1 Submission of Documents

- (a) The Service Provider shall provide to the Authority clear project implementation, user acceptance Test Plan /Quality Check and Test Plan and operational manual of each component of the Project as per relevant provisions of Technical Specification within the 4 weeks of LOA. The Service Provider shall also provide maintenance manual during the warranty period.

- (b) Each submittal specified in sub clause (a) above, should contain sufficient information to determine that each component of Project complies with the Technical Specifications and requirement of the Authority.
- (c) Service Provider shall incorporate inputs and suggestions received from Authority or Authority appointed supervision consultant in all submittals. Upon approval by the Authority and after finalization the same shall form an integral part of the Service Provider Agreement. Approval of any such submittals shall not absolve the Service Provider from its responsibilities and obligations specified in this Agreement.

8.2 Request Order and Phasing

- (a) The Authority shall issue an Order in writing, indicating the number of units of Hardware to be supplied along with the location (Project Site) where these are to be installed. The Authority shall continue to issue such request until the full quantities specified in this Agreement is exhausted (the “Request Order”) during the Rate Validity period. The first Request Order shall be issued within two (2) weeks from the date of LOA.
- (b) Upon getting the Request Order, the Service Provider shall promptly and as soon as possible within the Lead Time specified in the Request Order , procure, supply and install specified numbers of hardware items at stated Project Site and integrate the same with existing ITMS Project.
- (c) The Authority shall specify the Lead Time in Request Order. The Lead Time of Request Order shall be decided in discussion with the Service Provider before the Request Order is placed. Authority’s decision in this regard shall be final but reasonable time shall be provided to the Service Provider. Delay or non performance will form the basis for application of Liquidated Damages. Tentative Number of Request Orders and Lead Time as envisaged at this point of time are specified in sub clause (d) hereunder.
- (d) Tentative Phasing for implementation for guidance of the Service Provider is as follows. It may be emphasized that this phasing is indicative and not binding.

Request Order No.	Approximate Time for Request Order from LOA	Scope/ Approximate Sizing	Tentative Lead Time .
1*	0-2 weeks	RO1 for replacing the old Passenger Information System (PIS) installed at 111 BRTS stations with the new finalized PIS solution and ITMS Component at 02 Terminals**	3 Months
Multiple Request Orders	Remaining Request Orders shall be placed during Rate Validity Period	Remaining Quantities	

** The Lead Time for Request Order 1 shall remain unchanged. However, Authority shall take into account the concerns of the Service Provider while deciding the Lead Time of subsequent Request Orders.*

**Quantities specified in RO1 are promised quantities. Remaining quantities may be ordered through separate Request Orders within Rate validity Period at sole discretions of Authority.*

The above is a tentative schedule as envisaged at this point of time and the Authority retains the full right to make changes / additions to this schedule.

8.3 Testing and System Audit during Implementation of Project

- (a) Upon completing the procurement, supply, installation and integration of the hardware quantities specified in Request Order, the service provider shall do a test run in coordination with Authority appointed existing ITMS Service Provider for the quantities specified in Request Order, remove any shortcomings and resolve any bugs in hardware and or in integration.
- (b) After successful test run as specified hereinabove (a), the Service Provider shall inform the Authority/ its authorized representative who shall conduct demonstration / testing of the Project installed to test their conformity to Technical Specifications and functional requirements as per the Tests specified in Technical Specifications, user acceptance test manual/ Quality Check and Test Plan and Good Industry Practice.
- (c) The system shall be checked for full functionality in an integrated environment through test run and tests specified in (b) above. Upon successful outcome of the same, Authority/ its authorized representative (i.e independent consultant or third-party system auditor) shall issue a Project Acceptance Certificate/Go Live Certificate (the "Project Acceptance Certificate/Go Live Certificate"). No certificate shall be issued against only delivery, partial installation or incomplete commissioning for quantities specified in Request Order. Authority shall issue Request Order wise Project Acceptance Certificate/Go Live Certificate upon successful test outcome as specified in (a) and (b) hereinabove. The Authority shall issue Project Acceptance / Go Live Certificate separately for each Request Order.
- (d) The Authority shall appoint an independent consultant or third-party auditor capable of auditing IT systems envisaged as part of Project implementation. The Service Provider shall be required to provide necessary information to the third-party auditor to facilitate testing and audit of hardware, software and processes related to Project during the Project Implementation.

8.4 Liquidated Damages

- (a) The Service Provider agrees that Liquidated Damages specified in sub clause (b) hereunder are fair and genuine pre-estimate of damages and not by way of penalty and agree to not to dispute the same in future in any manner.
- (b) In the event of delay by Service Provider to comply with the Lead Time requirements as stipulated in clause 8.2 (d) of this Agreement or mutually extended Lead Time ,then the Liquidated damages shall @0.2% of value of the per day delay of Hardware to be

supplied, installed and integrated specified in Request Order (the “**Liquidated Damages**”). Total Liquidated Damages applicable under this clause shall be limited to 10% of the value of the hardware to be supplied, installed and integrated for which Request Order is placed.

- (c) Liquidated Damages shall not be applicable in case delay caused due to Force Majeure events or reasons attributable due to delay in part of the Authority for handover of project site or providing necessary interfacing protocols and Active Programming Interfaces (APIs) of existing ITMS Project.

9. QUANTITY VARIATION

- (a) The Variation in individual Hardware items of quantities is permitted $\pm 30\%$ (i.e increase or decrease of 30%) in quantity of each individual item subject to sub clause (b) hereunder.
- (b) The Authority reserves the right to not to order quantities of hardware units beyond the quantities specified in first Request Order or not to place the subsequent Request order after the issuance of first Request Order as per clause 8.2(d). Subsequent Request Orders shall be issued based on completion level and degree of success achieved in previous Request Orders issued or any other reason. Authority reserves the rights not to issue further Request Order if it envisages other implementation challenges or difficulties or other reasons or it decides not to proceed further with implementation.
- (c) The Service Provider shall have to execute additional quantities Hardware item at RFP rates provided (1) such quantity variation is within the quantity variation limit as specified in sub clause (i) herein above and (2) Request Order is placed within the Rate Validity Period as specified in clause 10.
- (d) The rates for the Hardware items exceeding the variation limit for Hardware items shall be as per mutually agreed terms and conditions based on market prices.
- (e) The commercial terms for the quantities of Hardware items exceeding the variation limit (upper limit) shall be agreed in advance by both Parties and decided based on negotiations. The following principles shall be used for such negotiations.
 - (i) Base Rates and prices specified in Contract plus reasonable 10% escalation plus prevailing applicable taxes.
 - (ii) Prevailing Market rates charged to other parties by the Service Provider or prevailing market rates for similar items available in the market plus reasonable 10% escalation for overheads and profits of contractor.
- (f) Extra Items : It is possible that there may be items required which are not envisaged in the RFP. If any such additions /alterations in items are required for which no rate is specified in the Contract, such items shall supplied and paid for at a rate of Prevailing Market rates charged to other parties by the Service Provider or prevailing market rates for similar items available in the market plus reasonable 10% for overheads and profits of contractor.

10. RATE VALIDITY PERIOD

- (a) The base prices/rates of hardware items (base rate without GST as per Appendix 2A)

quoted by the Service Provider shall remain valid for 24 months from the Due Date of Submission (the "Rate Validity Period"). The Due Date of Bid Submission was _____. The Service Provider shall be required to install and implement hardware forming part of Project at same rate that it has quoted within Rate Validity Period.

- (b) Rates beyond Rate Validity Period for Hardware items specified in (a) above shall be negotiated and agreed upon at mutual consent of Authority and the Service Provider.
- (c) The Annual maintenance Rates (without GST) of Hardware components/additional Hardware components shall be as per RFP rates quoted by the Service Provider irrespective of whether Request Order is placed within the Rate Validity period or beyond the Rate Validity Period.

11. WARRANTY PERIOD AND WARRANTY TERMS

- (a) The Service Provider agrees to provide the warranty to Hardware items forming part of Project and supplied, installed and integrated by the Service Provider for a period of 1 (one) year from the date of issuance of Project Acceptance/Go Live Certificate (the "**Warranty Period**"). The Warranty Period of different Request Order items shall end at different dates. The Service Provider shall not dispute the same in future in any manner.
- (b) In addition to the Terms of Warranty specified hereunder, the Service Provider shall provide standard warranty terms of OEMs, provided such terms shall not conflict with the terms specified hereunder.
 - (i) The Service Provider shall maintain the Project and its components, modify, repair or otherwise make improvements in hardware to comply with Technical Specifications, Service Level Agreement, Good Industry Practice, Applicable Laws and Applicable Permits, and manufacturer's guidelines and instructions.
 - (ii) The Service Provider shall undertake routine and periodic maintenance in order to maintain the Minimum Service Levels.
 - (iii) The Service Provider shall be responsible for any defect or failure of Project Components comprising of Hardware items due to defective design, material or workmanship, manufacturing or development defects or latent defect or due to normal wear and tear within the design limit, during the Warranty period. The rectification, change of spare of hardware units shall have to be undertaken by the Service Provider free of charges/cost to cure the faults/defects/deficiency in order to raise speed, efficiency and/or effectiveness of the Hardware items within the Remedial Period specified by the Authority.
 - (iv) The Service Provider shall be required number of competent technical manpower /engineers/ supervisors along with necessary spare parts during the entire warranty period at its own cost for evaluation of performance of the Project and its components. Necessary technical personnel shall also be deputed by the Service Provider at its own cost for investigating defects and failures and carrying out modifications as and when required during the Warranty Period.
 - (v) Ensure uptime and availability of Project components all time during the Warranty Period by resolving any bug and technical problems as soon as possible.

- (vi) Warranty Terms shall not be applicable in the event of damages due to Vandalism, tempering of hardware or Project components by passengers, Authority's staff or any external party. In such an event, the Authority shall request the Service Provider to repair/replace the damaged component of Project and reinstall the same. Reasonable repair/replacement costs towards the same shall be reimbursed by the Authority to the Service Provider less of insurance proceeds.

12. OPERATION, MAINTENANCE AND MANAGEMENT OF PROJECT

12.1 Terms of Maintenance and Obligations during Maintenance

Maintenance Terms and O&M obligations are inclusive of spares during Contract period and followings shall constitute the Maintenance Terms, obligations and responsibilities of the Service Provider during Operation and Maintenance (the "Maintenance Terms");

- (a) Maintain the Project all time during the Contract Period as per Good Industry Practice, provisions of this Agreement and specification provided in Technical Specification section and ensure smooth operations and functioning of all Hardware items during all time of Contract Period by employing adequate maintenance measure as per Good Industry Practices.
- (b) Ensure smooth operation and uptime of the Project components during the Contract Period by undertaking routine and periodic maintenance of the Project components and carry out rectification, modification change of spare if need so arise in order to maintain the Minimum Service Levels all time during the Contract Period.
- (c) Take responsibility for any defect or failure of Project Components due to defective design, material or workmanship, manufacturing or development defects or latent defect or normal wear and tear within the design limit, during the Contract Period and immediately cure such defects or replace the item.
- (d) The rectification, repair, change of spare of hardware units, shall have to be undertaken by the Service Provider to cure the faults/defects/deficiency in order to raise efficiency of the items. Liability of the damages due to Vandalism as per clause 14(b) shall remain with the Authority.
- (e) Deploy required number of competent technical manpower /engineers/ supervisors along with necessary spare parts, standby items and inventories of Project components during the Contract period at its own cost in order to maintain the Service Levels.
- (f) Prepare a Maintenance Manual in consultation with Authority or its Supervision Consultant specifying the detailed operation plan, methodology and time period of regular and preventive maintenance, comprehensive information of equipment
- (g) Take all precautions to ensure that the Hardware items remains safe and secure in general and free from attacks arising from attempted manipulation, fraud, break down, compromising of data security, malware and virus attacks, physical attacks or damage due to neglect or omission.

- (h) Ensure that any premises/Project Site provided by Authority to the Service Provider for the purpose of carrying out its obligations shall be used solely for the purpose of carrying out the functions intended and obligations placed under this Service Provider Agreement and not for any other purposes.
- (i) The Service Provider shall not permit anti social activities/illegal activities on Project Site during the Contract Period. Any liabilities arise as consequences of such event shall be borne by the Service Provider. On occurrence of such event, the Service Provider shall solely responsible for legal remedies and Authority may consider Termination on occurrence of such event.
- (j) Take prompt and reasonable action for redressal of each complaint received from Authority related to Project.
- (k) Obtain and keep valid all applicable permits required by it under applicable laws for carrying out its scope of work during the Contract Period.

12.2 Payment of Damages due to breach in Service Levels during Maintenance of Project

- (a) The Service Provider agrees that Damages specified in sub clause (b) hereunder is fair and genuine pre-estimate of damages and not by way of penalty and agree to not to dispute the same in future in any manner.
- (b) The Service Provider shall require to pay damages for non adherence to Minimum Service Levels (SLA) as specified in Schedule 3 of this Agreement.
- (c) The payment of damages shall not absolve the Service Provider from performing its obligations as specified under this Agreement.
- (d) Damages under this clause shall not be applicable in case breaches caused due to Force Majeure events , Vandalism or reasons attributable due to the Authority .

12.3 Monthly Status Report

- (a) Service Provider will put in place a monitoring mechanism and also undertake inspection to monitor functioning and performance of all components of the Project and furnish the data of performance as per the different types of MIS reports and information requirement regularly on monthly basis to the Authority.
- (b) The Service Provider shall take prompt actions necessary to rectify the fault, defect or malfunctions found in hardware items during such inspections and provide progress report of all such actions to Authority.
- (c) The Service Provider shall provide quarterly reports at regular interval during the Contract Period stating in reasonable detail the compliance of functionality, performance and standard of each Hardware items Technical Specifications, functionalities and Service

Levels. Such report shall also provide details of regular maintenance and up gradation undertaken, actions taken to maintain and improve availability and performance, action taken progress report on removal of bugs, deficiency, fault and defect in functioning of Project components and shall promptly give such other relevant information as may be required by the Authority.

12.4 Inspection during Maintenance Period

- (a) The Authority may appoint an independent consultant/Supervision Consultant or third party auditor capable of auditing and testing IT systems envisaged as part of Project. The Service Provider shall be required to provide necessary information to the third party auditor to facilitate testing and audit of hardware related to the Project during the Contract Period.
- (b) The Supervision Consultant /independent consultant/Supervision Consultant or third party auditor appointed by the Authority or authorized representative of the Authority shall inspect the compliance of functionality of Project at every six (6) months during the Contract period and can cause the Service Provider to carry out Tests as specified in Testing Plan. It shall make a report of such inspection (the " Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Technical Specifications, Functionalities, Service Levels and other requirements and send a copy thereof to the Authority and the Service Provider within 7 (seven) days of such inspection.
- (c) Upon receiving such Report, the Service Provider shall be entitled to take appropriate and prompt actions to cure the defects or deficiency including software upgrades, hardware replacement found during such inspection in Inspection Report within the remedy period specified in Inspection Report, if not so specified, shall be specified by the Authority.

12.5 Authority's right for remedial measure

In the event that the Service Provider fails to repair or rectify any defect or deficiency or bugs in the Project so found during inspection within the Remedial Period specified in Inspection Report and over and above of repetitive notices and repetitive failure of system, then the Authority shall carry out such repairs or rectifications at cost of Service Provider. The Authority shall be entitled to recover such costs from the Service Provider. Recovery of such cost shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

13. TRAINING AND HUMAN RESOURCE DEPLOYMENT

13.1 Training

- (a) The Service Provider shall be responsible for the selection, engagement and training of personnel in all work with regard to the performance of this Agreement.
- (b) The Service Provider shall develop and conduct training program to train all staff members

of the Service Provider, deployed in the Project throughout the Contract Period.

- (c) The Service Provider shall also offer training program at its own costs to train the staff of the Authority and drivers with regards to operational use and functionalities of Hardware items. Such training program shall be held three to four times a year as per direction of Authority. The Authority shall provide basic infrastructure such space for conducting such training program. The cost towards consumable such as papers, training material, Projector etc shall be borne by the Service Provider.

13.2 Human Resource Deployment

- (a) The Service Provider shall be responsible for deployment of trained and qualified staff members during Project Implementation and Maintenance Period.
- (b) The Service Provider shall appoint a Project Manager who acts as a single point of contact and shall be responsible for all deliverable of this Agreement. The Project Manager shall also act as representative of the Service Provider.
- (c) The Service Provider shall also deploy the adequate numbers of qualified and trained technical personnel to carry out maintenance of the Hardware items installed by the Service Provider.
- (d) If the Authority asks the Service Provider to remove a person who is a member of the Service Provider's staff or work force, stating the valid reasons, the Service Provider shall ensure that the person leaves the Project Site within seven days and has no further connection with the Project in the Contract.
- (e) The Service Provider shall abide by all Applicable Laws including labour laws, minimum wages, PF , ESIC and Applicable GST, etc for the Human Resource deployed by them. There shall not be employee and employer relationship between the manpower deployed by the Service Provider (either permanent or contractual employee) and the Authority through this Contract. The Service Provider shall solely liable for any liabilities arising due to breach in labour laws including minimum wages, PF , ESIC and Applicable Taxes. The Service Provider shall be solely responsible for any liabilities arising to act or death, injuries of employee deployed by Service Provider or its sub contractor or any third party damages due to act of omission of Service provider or its employee.

14. DAMAGE TO HARDWARE/ PROJECT COMPONENTS

- (a) Hardware items delivered and installed by the Service Provider shall be deployed in heavy public use environment and is required to last rough usage in outdoor conditions. All such Hardware shall be designed to be vandal proof/vandal resistance. Damage to Hardware due to regular wear and tear under field conditions, damage or failure due to exposure to outdoor conditions such a moisture and heat, faulty manufacture, latent manufacturing defects within design limit ,mechanical, electrical or electronic failure, shall be the liability of the Service Provider during the Contract Period. In such case, Service Provider shall repair, change the spare of the unit such that the repaired unit has full functionality during the period of the Service Provider agreement. It is responsibility of the Service Provider to

ensure that all equipment/hardware/software continues to function as per functionality specified in Technical Specification and maintain the Service Levels during the Contract Period. All costs towards repair/modification/changing spare shall be borne by the Service Provider in natural course.

- (b) Damages due to Vandalism, tampering of equipment by Authority staff or Bus Service provider staff and damage due to accidents of any kind shall be the liability of the Authority. In such case, Authority shall request the Service Provider to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by the Authority to the Service Provider less of insurance proceeds.

15. OWNERSHIP OF PROJECT AND INTELLECTUAL PROPERTY RIGHTS

15.1 Ownership of the Project

- (a) With exceptions of proprietary hardware or software required for functioning of such Hardware, the ownership of all Hardware and or such Software forming part of the Project shall be transferred to the Authority at the time of delivery and installation.
- (b) In cases where the customized hardware/software is developed and installed exclusively for the Authority, the ownership of all such shall rest exclusively with Authority upon delivery and installation.
- (c) The Software Licenses and Licenses for other proprietary, all third party software license and standard Hardware shall be transferred to the Authority upon delivery and installation. The License Period of proprietary software of the Service provider shall be similar to the Contract Period.

15.2 Intellectual Property Rights

- (a) The Intellectual Property Rights in all Standard and Proprietary Hardware and or software required for operation of Hardware shall remain vested in the owner of such rights. The Authority shall have rights to possess and use the same during the Contract Period exclusively for the purposes of effective implementation, operation and maintenance of the Project. The Authority shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Service Provider unless such assignment is required for performance of the Project.
- (b) The Intellectual Property Rights of customized hardware/software which is developed and installed exclusively for the Authority shall remain vested with Authority. The Service Provider shall handover the source code for all customized software correspond 100% to the operational module to the Authority and shall be verified and certified by an independent agency as identified by the Authority. The Service Provider shall have the right to possess and use the same during the Contract Period exclusively for purposes of effective implementation, operation and maintenance of the Project and shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Authority.
- (c) After the expiry or termination of the Service Provider Agreement, the Service Provider

shall have no right, title or interest in or to any work including without limitation the designs, software, programs, modifications or derivative works developed and customized for the Authority by Service Provider for the Project for any purpose whatsoever.

- (d) The Software License for the Service Provider's Proprietary Software shall end after the expiry or termination of the Service Provider Agreement. The Software Licenses for Standard Software procured from third party shall end not earlier than Contract Period.
- (e) In case where pre existing software or hardware are customized/modified for Authority use by the Service Provider, the IPR for the same shall rest with the Service Provider only. In such cases Service Provider agrees to provide Authority the rights to use this product even beyond the Service Provider Agreement at terms no costlier than those at which such products are available to similar customers in the market. Authority may demand evidence of pre-existence of any such product.
- (f) For purposes of this Agreement and the Service Provider Agreement the terms "software", and "software programs/ Software License " shall include without limitation the source code, object code, any and all related design concepts and ideas, specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Authority by the Service Provider in relation to the Project pursuant to the Service Provider Agreement. The terms "firmware" and "hardware" shall include without limitation the designs, drawings, specifications, custom designed electronic devices, documentation, technical information and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Authority by Service Provider in relation to the Project pursuant to the Service Provider Agreement.

15.3 Confidentiality

16.3.1. Confidential Information

- (a) the "Receiving Party" (either the Authority or the Service Provider) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract. Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of Authority relating to the Project or services provided under the Service Provider Agreement in relation thereto and information relating to Authority's business or operations.
- (b) Disclosing Parties shall not without Receiving Parties' prior written consent use, copy or remove any Confidential Information ,except to the extent necessary to carry out Disclosing Parties obligations hereunder. Upon expiry or termination of the Service Provider Agreement, Parties shall return materials containing Receiving Parties Confidential Information .

16.3.2. Confidentiality Exceptions

The Obligations of Parties pursuant to clause 16.3.1 above, however shall not apply to the information which;

- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

16. SHARING OF PROTOCOL

- (a) The service provider shall be required to furnish all Interfacing protocols related to hardware being implemented within scope of Project to Authority before getting the final sign-off on the deliverables. The documentation shall be provided in a way that allows Authority to enable any other service provider/supplier to integrate their services if needed during the Contract Period and thereafter. The protocol documentation shall clearly state all interface requirements including APIs and such documentation shall be provided and expected as part of installation and commissioning requirements. The installation and commissioning of the Project shall not be deemed to be complete until such Protocols, API Document is shared by the Service Provider with the Authority to the satisfaction of the Authority.
- (d) Breach in sharing of program protocols by the Service Provider as specified in sub clauses (a) above shall be considered Event of Default with all due consequences of such Event as per the Agreement including forfeiture of Performance Security Withholding of Payment and also consider Termination.

17. OUTSOURCING /SUB CONTRACTING

- (a) Service Provider is permitted to outsource the installation work only after approval from the Authority.
- (b) In the event of failure or breach of any sub-contractor or vendor of the Service Provider in performance of its tasks and functions, the Authority shall have the right to have the services of such sub-contractor or vendor terminated and the Service Provider shall forthwith and at no extra cost to the Authority, replace such sub-contractor or vendor or may even undertake to execute the task by itself.
- (c) Outsourcing or Subcontracting does not absolve the Service Provider from its obligations.

18. OWNERSHIP OF PROJECT SITE

- (a) Subject to the terms and conditions as contained in this Contract, Authority/SSCDL hereby grants to the Service Provider only the right to access and use Project Site only and exclusively for the purpose of fulfillment of its obligations specified in this Agreement during Contract Period.
- (b) Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Service Provider, with respect to the Project Site during the Contract Period. Nothing contained herein shall confer or be deemed to confer any right for the Service Provider to sub-contract, sub-license, lease and sub-lease or make available in any other form the Project Asset /Facilities provided by the Authority to any Third Party, except as expressly permitted in writing by Authority during Contract Period.
- (c) The Service Provider hereby guarantee that it shall use the Project Site only and exclusively for the purpose of providing timely services and discharge of its obligation and should not do nor cause any damage or waste in the Project Site or do any act which will in any way be prejudicial to the rights of the Authority during Contract Period.
- (d) It is agreed and understood by the Service Provider that the rights granted under this Clause to the Service Provider by Authority as part of the Project shall be co-terminus with the Contract Period of this Agreement. Upon early Termination of the Agreement prior to expiry of Contract Period, the Service Provider will leave the Project Site.
- (e) Authority shall retain the title and ownership of any site allotted by the Authority to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Project. Such title and ownership of the Authority in any such site shall not pass to Service Provider.

19. REPRESENTATION AND WARRANTIES

19.1 Representations and Warranties of Service Provider

Service Provider hereby represents and warrants that (the "Representation and Warranties of Service Provider"):

- (a) the Project as well products and services implemented under the Project shall be:
 - (i) Compliant with the Technical Specifications and functionalities set forth in RFP
 - (ii) fit and sufficient for the purpose(s) for which they are procured, supplied, installed and integrated.
 - (iii) be largely free from defects in design, material and workmanship, manufacturing defect, whether latent or otherwise .
 - (iv) neither the Project including its components nor any use thereof by the Authority will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.

- (b) Service Provider hereby further represents and warrants that any services provided hereunder shall be performed in a competent manner and be for any purpose for which Service Provider knows or has reason to know the Authority intends to use such service.
- (c) Service Provider hereby agrees that the above stated Representations and Warranties
 - (i) shall survive the inspection, acceptance and use of the Project by the Authority;
 - (ii) are for the benefit of Authority and general Public; and
 - (iii) are in addition to any warranties and remedies to which Authority may otherwise agree or which are provided by law.
- (d) it is duly organized, validly existing and in good standing under the laws of India.
- (e) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (f) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of the its scope and obligations;
- (g) it has the financial standing and technical capacity to undertake the Project;
- (h) the Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (i) it is subject to civil and commercial laws of India with respect to the RFP and Service Provider Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (j) the execution, delivery and performance of the this RFP and Service Provider Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Service Provider's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, 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;
- (k) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's 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 breach of or constitute a default of the Service Provider under the Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- (l) 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 Agency which may result in any material adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under the RFP and Service Provider Agreement;

- (m) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (n) no representation or warranty by the Service Provider contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (o) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the Tender or entering into of the Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

19.2 Representations and Warranties of Authority

Authority hereby represents and warrants that (the "Representation and Warranties of Authority"):

- (a) Authority has full power and authority to grant the RFP and enter into Agreement with Service Provider.
- (b) Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) The Service Provider Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

20. PRICES AND PAYMENT TERMS

20.1 Prices of Hardware to be procure, supplied, installed and integrated and Payment Terms

- (a) Authority hereby covenants to pay the Service Provider for hardware items procured, supplied, installed and integrated as per the scope of the work and payment terms specified in clause 20.1(b) of this Agreement at agreed price for hardware specified in **Schedule 1**.

The agreed terms of prices of hardware and software are stipulated below.

- (i) The prices of hardware units to be procured, supplied, installed and integrated and are inclusive of all taxes, duties, Goods and Service Tax (GST) and any other taxes so applicable.
- (ii) The prices of hardware are inclusive of Supply, Installation, Integration and warranty and maintenance costs for one year of operation. The operation shall be considered to start from the date of issuance of Project Acceptance /Go Live Certificate for

Request Order issued. The Prices of Hardware are inclusive of installation and commissioning charges.

(iii) The Payment shall be made in local currency only i.e in INR.

(b) Authority shall make Request Order wise payment to the Service Provider, the, invoiced amount ,subject to recoveries if any by way of Liquidated Damages or any other charges, deductions or adjustments as per terms & conditions of contract in following manner:

Sr. No	Payment Milestone	Payment Amount and Time line	Submission and Approval required for the Payment
1	Delivery and Installation of Hardware units	40% of the value of Request Order within 30 days from the delivery and installation of Hardware specified in Request Order.	Submission of required documents (Such as Challan etc) and Invoice by the Service Provider.
2	Successful Commissioning (after integration with existing ITMS Project)	40% of the value of Request Order within 30 days from the date of issuance of issue of Project Acceptance/ GO Live Project Certificate for Request Order.	Issuance of Project Acceptance /Go Live Certificate and Invoice
3	Three months of successful operation and Maintenance	20% of the value of Request Order within 30 days from the end of three months of successful Operation, Maintenance and Management.	Submission of Invoice

Agreed terms of above payment milestones are specified below.

- (i) Payment shall be made as per Request Orders/batch wise orders placed.
- (ii) Service Provider shall raise the invoice as per the Payment Milestone specified above.
- (iii) The payments shall be made, subject to the Authority's right to deduct payments if any, towards Liquidated Damages, as per the provisions of the Contract.
- (iv) If the successful installation and commissioning of the Project is delayed as per Scope of Work and Technical Specifications, the Authority shall be entitled, by reasonable notice, to charge Liquidated Damages and in case of unreasonable delay without any valid reason the Authority may forfeit the Performance Security.

20.2 Prices for Annual Maintenance of Project components and Payment Terms

- (a) Authority hereby covenants to pay Annual Maintenance Charges to the Service Provider for maintenance of Hardware Project as per the scope of the work and payments terms specified in clause 20.2(b) of this Agreement at agreed price for Annual Maintenance charges are specified in **Schedule 2**.

The agreed terms of prices are stipulated below.

- (i) Annual Maintenance Charges for Hardware items specified in Schedule-2 are for the full quantities of each hardware items. Payment will be based on actual deployment of operational units. The payment shall be made on monthly basis by dividing the Annual Maintenance charge of each operational item by Twelve (12).
 - (ii) Annual Maintenance Charges for above Hardware Items specified in Request Order shall start from end of Warranty Period of 1st Year (i.e. from 13th month.). The Warranty Period shall be considered started only after date of issuance of GO Live Certificate.
 - (iii) Service Charges Payment for Operation, Maintenance and Management of item (1) and (2) shall start from end of Warranty and Maintenance period of 1st year (i.e from 13th month of operation) on monthly basis. The Warranty and Maintenance period shall start from the date of issuance of Project Acceptance/ Go Live Certificate as per Agreement provisions.
 - (iv) The Payment shall be made in local currency only i.e in INR.
 - (v) The Maintenance Charges during the Warranty Period shall not be paid.
- (b) Upon Project Acceptance or part thereof depending on the Request Order , Authority shall make monthly payment to the Service Provider for maintenance of Hardware items , subject to recoveries if any by way of Damages towards the breach in Service Levels or any other charges, deductions or adjustments as per terms & conditions of contract in following manner:

- (a) The Service Provider shall raise regular monthly invoice for payment of Service Charges as specified in table in sub clause 20.2 (a) above for operational items and submit it to Authority.
- (b) Upon receipt of the invoice, the Authority will verify the invoice against the records that has on operations of units at BRT Bus Stations, Depot/Terminals and make payments for operational items .Payment towards Annual Maintenance Charges for only operational items shall be made.
- (c) All payments shall be made by the Authority to the Service Provider within 30 days from receipt of the invoice after making any tax deductions at source as applicable under Income Tax law governing in India. Monthly Service Charge payment shall be made up to end of Contract Period.

20.3 Tax Liabilities

- (a) The Prices mentioned in the clause 20.1 (a) are inclusive of all taxes applicable as on the date of submission of the Bid but taxes are specified separately. Taxes shall be payable by Service Provider and reimbursed by the Authority as per quoted rate, subject to changes in the Applicable Rate and Any deviations due to change in the rate of directly applicable taxes and duties only or any introduction of new taxes and duties would be adjusted at actual and reimbursed by the Authority if such changes happened post Bid Due Date. Service Provider shall have to produce the evidences such as Government Notification etc specifying the changes in rates of taxes at the time of invoicing. Any corresponding changes in rates of Applicable Taxes from taxes quoted in Bid shall be permitted only if it is backed by the evidences such as Government Notification etc changes in rates of taxes at the time of invoicing. Authority shall admit and make payment for such claim upon receipt of evidences.
- (b) The prices for O&M specified in clause 20.2 (a) are inclusive of all taxes including Goods and Service Tax (GST). Goods and Service Taxes shall be payable by Service Provider and reimbursed by the Authority as per quoted rate, subject to changes in the Applicable Rate and Any deviations due to change in the rate of GST or any introduction new taxes and duties would be adjusted at actual and reimbursed by the Authority if such changes happened post Bid Due Date.
- (c) GST (Goods & Service Tax) has come in existence from 1St July, 2017. Service Provider is bound to pay any amount of GST prescribed by the Govt. of India as per the terms of the Contract agreed upon during the course of execution of this Contract.

During the course of the execution of Contract, if there is any change in rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed /recovered separately by Authority, subject to the submission of original receipt/proof for the amounts actually remitted by the Service Provider to the Competent Authority along with a certificate from Chartered Accountant of Service Provider certifying that the amount of GST paid to the Government and same shall be intimated/submitted/claimed within 30 (Thirty) days from the date of payment. Remittance of GST within stipulated period shall be sole responsibility of the Service Provider, failing which the Authority may recover the amount due, from any other payable dues with the Authority and decision of the chairman of Authority shall be final and binding on Service Provider in this regard. Non payment of GST to the Government may lead to the termination of Contract and forfeiture of security Performance Security amount.

If imposition of any other new Taxes / Duties / Levies / Cess or any other incidentals e or any increase in the existing taxes/duties/levie/cess or any other incidentals etc (excluding GST) are imposed during course of the Contract, the same shall be bourne by the Service Provider only, in no case the Authority shall be liable for the same.

- (d) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

21. INSURANCE

The bidder will be required to undertake the insurance for all components of the Project which has been procured under this RFP.

21.1 Insurance during the Contract Period

The Service Provider shall, at its cost and expense, purchase and maintain during the Contract Period, such insurances as are necessary including but not limited to the following:

- Hardware/ Structure delivered and installed to the extent possible at the replacement value with Authority as beneficiary.
- Fire and allied natural calamities for the project limited to the scope of supply at replacement value with the Authority as beneficiary;
- Service Provider's all risk insurance with the Authority as co-beneficiary;
- Comprehensive third party liability insurance with the SMC/SSCDL as co-beneficiary;
- Workmen's compensation insurance with the SMC/SSCDL as co-beneficiary;
- Any other insurance that may be necessary to protect the Service Provider, its employees and the Project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (e) with the Authority as beneficiary/co-beneficiary;

21.2 Evidence of Insurance Cover

- The Service Provider shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Service Provider Agreement.
- If Service Provider shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider.

21.3 Application of Insurance Proceeds

- All moneys received under insurance policies shall be promptly applied by the Service Provider towards repair or renovation or restoration or substitution of the Project or any hardware/equipment/device thereof which may have been damaged or required repair/modification.
- The Service Provider shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.
- For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project .

21.4 Validity of Insurance Cover

The Service Provider shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/policy period. If at any time the Service Provider fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Service Provider Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Service Provider forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise

22. EVENT OF DEFAULT

22.1 Service Provider Event of Default

Following events shall constitute an Event of Default by Service Provider (the "Service Provider's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- (a) If Service Provider repeatedly fails to procure, supply, install, integrate and implement the Project or items specified in Request Order within the Lead Time specified in Request Order and/or any repeated extension granted thereof, without any valid response or any reasons attributed to breach on part of Authority.
- (b) The Service Provider repeatedly fails to achieve Completion for Request orders beyond permitted time.
- (c) If Service Provider fails to furnish Performance Security to the Authority as per the terms of the agreement.
- (d) The Performance Security has been encased and appropriated in accordance with clause 6 and Supplier fails to replenish or provide fresh Performance Security within Cure Period of 15 (fifteen) days.
- (e) The Service Provider creates any Encumbrance on the Project site, saves and except as otherwise expressly permitted under this Contract.
- (f) Any representation made or warranties given by the Service Provider under this Agreement is found to be false or misleading;
- (g) The Service Provider submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- (h) If Service Provider fails to integrate with existing ITMS Project.
- (i) If Service Provider fails to share program protocol, interfacing protocol or API if any as specified in this Agreement
- (j) In the event of repetitive occurrence of offences with respect to breach of any of the Service Level, Warranty Terms, Maintenance Terms and its obligations specified in this Agreement.

- (k) In case of pre-decided Liquidated Damages or Damages due to Service Levels altogether exceeds the limit of 10% of the Total Bid Value.
- (l) if Service Provider fails to submit documentation and manuals and system protocols, API ,interfaces as specified in RFP.
- (m) Service Provider suspends or abandons the work as per scope (i.e implementation and or Maintenance) of the Project without the prior consent of Authority, provided that the Service Provider shall be deemed not to have suspended/ abandoned work if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or (iii) suspension on account of failure of the component and systems provided by other supplier or service providers of Authority.
- (n) Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (o) If Service Provider or any of its staff member are found to be involved in fraudulent and corrupt practices specified in clause 8 of Instruction to Bidder Section.
- (p) If Service Provider fails to make any payments/damages/penalties due to Authority within the period specified in Service Provider Agreement without any valid reason.
- (q) Service Provider is in Material Breach of this Agreement or by its own creates circumstances that have Material Adverse Effect on the performance of Authority's obligation with respect to Project and has failed to cure same within 60 days of notice thereof by the Authority/SSCDL.
- (r) The transfer, pursuant to law of either (a) the rights and/or obligations of the Service Provider under any of the Project Agreements, or (b) all or material part of the Service Provider except where such transfer in the reasonable opinion of Authority does not affect the ability of the Supplier to perform, and the Supplier has the financial and technical capability to perform, its material obligations under the project agreements.
- (s) A resolution is passed by the shareholders of the Service Provider Company for the voluntary winding up of the Service Provider Company.
- (t) Any petition for winding up of the Service Provider firm/company is admitted by a court of competent jurisdiction or the Service Provider is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Service Provider are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Supplier under this Contract, and provided that:
 - (i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Contract.

- (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Service Provider and has a credit worthiness at least as good as that of the Service Provider as at date of LOA; and
- (iii) Each of the Contracts remains in full force and effect.

22.2 Authority Event of Default

Following events shall constitute an Event of Default by Authority (the “Authority Event of Default”) unless such event has occurred as a result of a Force Majeure Event:

- (a) If Authority fails to provide Project Site for implementation of items specified in Request Order for a considerably longer period.
- (b) Authority fails to share Interfacing protocols and APIs necessary for facilitating integration of Project with existing ITMS Project.
- (c) Authority repeatedly fails to make any payments due to the Service Provider within period specified in Service Provider Agreement without any valid reason.
- (d) The Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (e) Authority or any Governmental Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Service Provider and has failed to cure the same within 60 days of notice thereof by the Service Provider.
- (f) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.
- (u) If Authority fails to perform repetitively any other responsibilities and obligation(s) specified in this Agreement.

22.3 Termination due to Event of Default

- (a) Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of Service Provider Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 30 (twenty) days or reasonable period to the Service Provider to remedy the default (“Remedial Period/Cure Period”) and/or make representations, and may after the expiry of such Remedial Period on non remedy of breach/default at the satisfaction of the Authority, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Authority issue Termination Notice providing 15 days time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- (b) In the event of termination due to Service Provider Event of Default, Authority shall have the right to;

- (i) Invoke/encash and retain the Performance Guarantee amount in full.
 - (ii) Take possession of the entirety of the infrastructure of the Project including all project site and Hardware forming part of the Project except the proprietary Hardware. Authority shall have rights to transfer the entire infrastructure or part of the infrastructure to any replacement Service Provider selected by the Authority in its sole discretion.
 - (iii) Authority shall not be liable to pay any termination payment to the Service Provider in respect of such termination.
- (c) Without prejudice to any other right or remedies which the Service Provider may have under this Contract, upon occurrence of Authority Event of Default, the Service Provider shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (twenty) days or reasonable period to the Authority to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non remedy of breach/default at the satisfaction of the Service Provider , whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach , the Service Provider issue Termination Notice providing 15 days time stating the intention of the termination (the "Termination Notice") and then terminate the Contract.
- (d) In the event of termination due to Authority Event of Default, Authority shall
- (i) return the Performance Security to the Service Provider in full after deduction of any due payable by the Service Provider under this Agreement.
 - (ii) Authority shall not be liable to pay any termination payment to the Service Provider in respect of such termination, except the payment to be made for the Request Order delivered by the Service Provider and to which the Project Acceptance /Go Live Certificate has been issued to Service Provider AND all Maintenance services rendered by the Service Provider till date. Authority shall make payment pursuant to all services rendered after adjusting against any payment/damages due and as the case may be.
 - (iii) Service Provider shall handover the Project Site with all Hardware except its proprietary hardware to Authority.

22.4 Termination for Insolvency, Dissolution etc.

- (a) Authority may at any time terminate the Agreement by giving written notice to Service Provider without any compensation to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority . Notwithstanding the generality of the foregoing,
- (b) Authority reserves the right to invoke the Performance Security and / or take over the entire infrastructure designed and developed by Service Provider for the Project and / or negotiates with Service Provider to transfer the said infrastructure or part thereof to a replacement of Service Provider selected by the Authority in Authority's sole discretion.

23. FORCE MAJEURE

Force Majeure Event means occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this Agreement (“Affected Party”), which act or event satisfies all the following conditions:

- (i) are beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- (ii) the Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care;
- (iii) does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and
- (iv) any consequences of which, prevent, hinder or delay in whole or in part the performance by such Party of its obligations under this Agreement.

Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause.

- (iv) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Project, Facilities and Facilities sites for a period exceeding a continuous period of 15 (Fifteen) days in an accounting year.
- (v) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Project Site by the Service Provider or any affiliate of the Service Provider or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- (vi) strikes, go-slows and/or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- (vii) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- (viii) Epidemic or plague within India;
- (ix) Compliance with a request from the Authority pursuant to the directions of any

Government decree, the effect of which is to close all or any part of the Project Site.

- (x) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of Service Provider Agreement or exercise of any of its rights under of Service Provider Agreement by the Authority;
- (xi) any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.
- (xii) change in Law, only when provisions pertaining to the Clause on Change in Law cannot be applied; expropriation or compulsory acquisition by any Government Agency of Project site or rights of Service Provider.
- (xiii) any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider.
- (xiv) any event or circumstances of a nature analogous to any events set forth above within India.

23.1 Procedure in case of Force Majeure Event

- (a) If a Party (Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:
 - (i) the Force Majeure Event(s) that has occurred;
 - (ii) the date of commencement, nature and estimated duration of such event of Force Majeure Event and
 - (iii) the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
 - (iv) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event
 - (v) any other relevant information.
- (b) Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.
- (c) No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

23.2 Excuse from performance of obligations by Party affected by Force Majeure

- (a) If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:
- (b) the Suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (c) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event [and to cure the same with due diligence.
- (d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
 - (i) Where the Affected Party is the Service Provider and the Force Majeure Event has reduced the Service Provider incapable /unable to perform the Scope of work, then in such an event the Service Charges for Operation, Maintenance and Management shall stand suspended until such time as the Service Provider resumes activities in terms of the Service Provider Agreement.
 - (ii) Authority shall not forfeit Service Provider's Performance Security or charge liquidated damages or terminate the Service Provider Agreement for default, if and to the extent that delay in performance or failure to perform Service Provider's obligations under the Service Provider Agreement is the result of an event of Force Majeure.

23.3 Termination in case of Force Majeure Event

If Force Majeure event continues for more than 180 (one hundred and eighty) days then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof ("Termination Notice") and the date of which Termination shall become effective will be called the "Termination Date".

23.4 Termination Payment in case of Force Majeure Event

In the event of Termination due to force Majeure;

- (a) Authority shall return the Performance Security to the Service Provider in full after deduction of any due payable by the Service Provider under this Agreement.
- (b) Authority shall not be liable to pay any termination payment to the Service Provider in respect of such termination, except the payment to be made for the Request Order delivered by the Service Provider and to which the Project Acceptance /Go Live Certificate has been issued to Service Provider AND all Maintenance services rendered by the Service Provider. Authority shall make payment pursuant to all services rendered

after adjusting against any payment/damages due and as the case may be.

- (c) Service Provider shall handover the Project Site with all Hardware, Software except its proprietary software to Authority.

23.5 Allocation of Cost in case of Force Majeure Event not leading to Termination

Upon occurrence of a Force Majeure Event and both the Parties shall be agreed to not to Terminate the Agreement, then both the parties shall bear their respective cost arising out of such event. The amount of Insurance Proceeds if any shall be applied toward project.

24. DISPUTE RESOLUTION

The SSCDL and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the SSCDL and the Service Provider are unable to resolve amicably such dispute, the matter will be referred to the Chairman, SSCDL, and his / her decision shall be final and binding to both.

25. SEVERABILITY AND WAIVER

- (a) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.
- (b) In the event of failure or breach of any sub-contractor or vendor of the Service Provider in performance of its tasks and functions, the Authority shall have the right to have the services of such sub-contractor or vendor terminated and the Service Provider shall forthwith and at no extra cost to the Authority, replace such sub-contractor or vendor or may even undertake to execute the task by itself.

26. INDEMNITY

Each party to the Agreement shall at all times, i.e. during the subsistence of the Service Provider Agreement/Contract and any time thereafter, defend, indemnify and hold each other harmless from and against all claims (including without limitation claims for infringement of

intellectual property, breach of contract, death or injury to a person or injury to property, or other tort claims) and expenses (including court costs) arising out of or relating to the breach by the other party of any covenant, representation or warranty or from any act or omission of the other party or his agents, employees or sub contractors. Each party will notify the other of any such claim, suit or proceedings and will assist the other (at the other party's expense) in the defense of the same.

27. ASSIGNMENT

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service Provider Agreement to any third party, except with Authority's prior written consent in this behalf. Neither party shall assign or transfer all or any of its obligations under this arrangement including any Statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

28. LIMITATION OF LIABILITY

The aggregate liability of the Service Provider to the Authority, whether under the Contract, in tort or otherwise, shall not exceed of Total Bid Value, provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Authority with respect to intellectual property rights infringement claims.

29. PROJECT HANDOVER

29.1 Handing Over of Project

Upon the expiry of the Agreement Period by efflux of time and in the normal course or prior termination of this Agreement, the Service Provider shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the Project Site, if any provided to the Service Provider under administration or otherwise besides any other assets including all Hardware, Customized hardware and software (for integration) and all third party software licenses procured (if so required) during the subsistence of this Agreement at no cost to Authority.

29.2 Inspection and Removal of Bugs and Deficiency

- (a) The handing over process shall be initiated at least 6 months before the actual date of expiry of the Agreement Period by a joint inspection by the Authority and the Service Provider.
- (b) The joint inspection shall be initiated by way of Test run of the Project.
- (c) The Service Provider shall be entitled to remove promptly, any bugs or defects observed during the Test run in the Project. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects
- (d) In case the Service Provider fails to carry out the above works, within the stipulated time period, the Authority shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Service provider. This stipulated time period shall be

mutually decided by Authority and the Service Provider. Any cost incurred by Authority in this regard shall be reimbursed by the Service Provider to Authority within mutually agreed days of receipt of demand. For this purpose, Authority shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Guarantee and / or to set off any amounts due, if any and payable by Authority to the Service Provider to the extent required / available and to recover deficit amount, if any, from the Service provider.

29.3 Recovery of Balance due of Authority from Service Provider

The dues payable to Authority by the Service Provider on any account, if any, at the end of the Service Provider shall be recovered Authority from the Performance Guarantee.

30. POST TERMINATION SUPPORT

In case Authority Intends to proceed for Termination on account of Service Provider Event of Default then the Service Provider shall be severally liable for maintenance of the Project at Agreed prices and payment terms specified in this Agreement till Authority handover the Project to new Service Provider/Vendor.

31. MISCELLANEOUS

31.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts of Surat ,Gujarat, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

31.2 Survival

Termination of this Agreement (a) shall not relieve the Service Provider or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

31.3 Amendments

This Agreement, together with the terms of the RFP and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

31.4 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in

any manner whatsoever.

31.5 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to **Authority**:

If to the **Service Provider**

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- i. In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- ii. In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

31.6 Language

All notices required to be given under his Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing in Hindi/English language.

COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority OF by:

(Signature)

(Name)

(Designation)

(Address)

(Phone No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of Service Provider by:

(Signature)

(Name)

(Designation)

(Address)

(Phone No.)

**SCHEDULE 1: PRICES OF HARDWARE TO BE PROCURED,SUPPLIED ,
INTALLED AND INTEGRATED**

SCHEDULE 2: PRICES OF ANNUAL MAINTENANCE CHARGES

SCHEDULE 3: SERVICE LEVELS

SCHEDULE 4: PROJECT IMPLEMENTATION AND TESTING PLAN

SCHEDULE 5: PERFORMANCE SECURITY

SCHEDULE 6: LETTER OF AWARD

SCHEDULE 7: REQUEST ORDER

SCHEDULE 8: RFP DOCUMENT

**SCHEDULE 9: CORRESPONDANCE BETWEEN AUTHORITY AND SERVICE
PROVIDER**