# Request for Proposal For

# Implementation of Leased Line /MPLS/Dark Fiber for SMC Locations Connected Surat Project – Part 2



Tender Number: **SSCDL-ConnectedSurat-LL-RFP-01-2017**Last date for Online Price Bid Submission: **28.06.2017** 



Invited by
Surat Smart City Development Limited
115, Smart City Cell, Surat Municipal Corporation,
Muglisara, Main Road, Surat - 395003, Gujarat.

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## 1 Disclaimer

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

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

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

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

SSCDL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. SSCDL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

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

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

# 2 Glossary

#	Abbreviations	Description	
1.	AMC	Annual Maintenance Contract	
2.	BoQ	Bill of Quantity	
3⋅	CEO	Chief Executive Officer	
4.	СРЕ	Customer Premise Equipment	
5.	CPU	Central Processing Unit	
6.	CST	Central Sales Tax	
7.	DD	Demand Draft	
8.	DR	Disaster Recovery	
9.	EMD	Earnest Money Deposit	
10.	FAT	Final Acceptance Testing	
11.	ILL	Internet Leased Lines	
12.	ISP	Internet Service Provider	
13.	IT	Information Technology	
14.	LAN	Local Area Network	
15.	LL	Leased Lines	
16.	LoI	Letter of Intent	
17.	Mbps	Megabit per second	
18.	SLA	Service Level Agreement	
19.	SMC	Surat Municipal Corporation	
20.	SSCDL	Surat Smart City Development Limited	
21.	SP	Service Provider	
22.	MPLS	Multiprotocol Label Switching	
23.	OEM	Original Equipment Manufacturer	
24.	OFC	Optical Fibre Channel	
25.	PAT	Partial Acceptance Testing	
26.	PoP	Point of Presence	
27.	RFP	Request For Proposal	
28.	VLAN	Virtual Local Area Network	
29.	VPN	Virtual Private Network	
30.	WO	Work Order	
31.	WAN	Wide Area Network	

# 3 Notice Inviting Bid



#### **Surat Smart City Development Limited (SSCDL)**

115, Smart City Cell, Surat Municipal Corporation - HQ,Muglisara, Main Road, Surat - 395003, Gujarat.





[SSCDL-ConnectedSurat-LL-RFP-01-2017]



This RFP Document is being published by the Surat Smart City Development Ltd (SSCDL) for the project *"Implementation of Leased Line/MPLS/Dark Fiber for SMC locations"*. Bid is invited online on <a href="https://smc.nprocure.com">https://smc.nprocure.com</a> from the bidder meeting the basic eligibility criteria as stated in the bid document.

Bid Fee (Non-refundable)	• Rs.18000/- by Demand Draft or Banker's Cheque	
EMD	• EMD of Rs. 25,00,000 (Rupees Twenty Five Lakhs Only) whereby 50% amount shall be in the form of Demand Draft / Banker's Cheque in favour of "Surat Smart City Development Limited", from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days from the date of Bid opening.	
Online Bid Start Date	• 13.06.2017	
Last date to submit the Pre Bid Queries	• By email to <u>it@suratsmartcity.com</u> on or before 19.06.2017, 16:00 hrs	
Pre-bid Conference	• On 20.06.2017 at 12:00 noon 2 <sup>nd</sup> Floor, Room No. 88, Conference Hall, Muglisara, Surat	
Online Price Bid End Date	• To be submitted online only on <a href="https://smc.nprocure.com">https://smc.nprocure.com</a> on or before 28.06.2017 up to 18:00 hrs.	
Technical Bid Submission (in Hard Copy) along with EMD & Bid fee	• In sealed envelope strictly by RPAD/Postal Speed Post on or before 01.07.2017 up to 18:00 hrs. to the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003	
RFP Document Availability	• <a href="https://smc.nprocure.com">https://smc.nprocure.com</a> , <a href="https://suratsmartcity.com/Tenders">http://suratsmartcity.com/Tenders</a>	

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

GM (IT)

Surat Smart City Development Ltd

# **4 Important Dates**

#	Information	Details			
1.	Project Name/ Name of Work	"Implementation of Leased Line/MPLS/Dark Fiber for SMC Locations"			
2.	RFP Reference No.	SSCDL-ConnectedSurat-L	SSCDL-ConnectedSurat-LL-RFP-01-2017		
3	Website to download RFP	https://smc.nprocure.com, http://suratsmartcity.com/Tenders			
4	RFP Fees	Rs.18000/- (Rupees Eight Draft or Banker's Cheque	teen Thousand only )by Demand		
5	EMD Amount	EMD of Rs. 25,00,000 (Rupees Twenty Five Lakhs Only) whereby 50% amount shall be in the form of Demand Draft / Banker's Cheque in favour of "Surat Smart City Development Limited", from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days from the date of Bid opening.			
6	Last date for Queries submission	By email to <u>it@suratsmartcity.com</u> on or before 19.06.2017, 16:00 hrs			
7	Pre-bid meeting - Date, time, and venue	On 20.06.2017 at 12:00 noon  Venue: 2nd Floor, Room No. 88, Conference Hall, Muglisara, Surat			
8	Online Price Bid Submission Date	To be submitted online or or before 28.06.2017 up to	nly on https://smc.nprocure.com on 18:00 hrs.		
9	Technical Bid Submission (in Hard Copy) Filled-in Technical Bid along with Bid Fee, EMD and other documents	In sealed envelope strictly by RPAD/Postal Speed Post On or before 01.07.2017 up to 18:00 hrs. To the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat by RPAD or Speed Post Only.			
10	Presentation / demo on technical solution by bidders	To be Informed Later			
11	Contact person and email id	Devang Patel, Executive Assistant Email id: it@suratsmartcity.com	Chitrang Parmar, Assistant Eng. (Elec.) Email id: isd.networks@suratmunicipal.org		

# 5 Introduction and Background

#### 5.1 About Surat

Located in western part of India in the state of Gujarat, Surat is referred as the silk city and the diamond city. It has the most vibrant present and an equally varied heritage of the past. Surat is also known as economic capital of Gujarat and is having one of the highest growth rates amongst Asian cities. As per the Census 2011, it is the eighth largest city in the country with population of 4.48 million population. On the scale of population growth, Surat is the fastest growing city in Asia and holds 4th rank in the world. On the economic front, Surat holds top position with highest per house-hold income in the country

Surat has been selected as one of twenty Indian cities (in the first round of selection) to be developed as a smart city under Smart Cities Mission.

## 5.2 About Surat Municipal Corporation

The Surat Municipal Corporation (SMC) has responded to the challenges of fastest population growth and high speed economic development by adopting the best urban management practices. The administration of SMC with the help of the people and elected members of the city has transformed Surat to one of the cleanest cities of India. SMC has taken all necessary steps to make the city a better place to live with all amenities. SMC has taken up many path breaking initiatives and these efforts have been acknowledged at national and international level.

## **Utilization of Information Technology (e-Governance)**

SMC had harnessed the power of IT before it became ubiquitous and a necessity for organizations of its nature and size. SMC is one of the few local self-government to adopt computerization in its early phases and use it for better governance, improving operational efficiency and increasing ease of interaction with citizens. SMC has initiated various e-Governance and m-Governance projects. The same have been recognized at national/international level. Following is the list of awards received in recent past:

- 1. Express IT Award 2015 (Bronze) For SMC Mobile App
- 2. Vodafone Mobile for Good Award 2014 to Citizen's Connect SMC Mobile App
- 3. Skoch Order-of-Merit to Citizen's Connect SMC Mobile App
- 4. mBillionth Award South Asia 2014 to Citizen's Connect SMC Mobile App
- 5. HUDCO Award for Best Practices to Improve the Living Environment 2013-14 for Mobile App & Virtual Civic Center (Online Services)
- 6. Skoch Gold Award & Order-of-Merit for Use of e-Governance for Improved Service Delivery
- 7. The Janaagraha G2C Award 2012 for Best website under the category "Transparency and Accountability"
- 8. City Civic Centre won the National Award for e-Governance 2007-08 (Bronze) for Outstanding Performance in Citizen Centric Service Delivery
- 9. Golden Jubilee Memorial Trust Awards 2007-08 for Outstanding Utilisation of Communication & Information Technology from Southern Gujarat Chamber of Commerce
- 10. The Grievance Redressal System awarded the Best Practice Award by CMAG & FIRE[D]
- 11. Certificate of Merit by NIUA FIRE(D) for the best website in the year 2001

## 5.3 About Surat Smart City Development Limited (SSCDL)

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

## 5.4 Project Background

Surat is currently positioned as one of the most prosperous cities of India owing to its booming industrial landscape, its demographic makeup and entrepreneurial nature of its populace. The city of Surat has won several national as well as international accolades in its economic and infrastructural development since 1994.

Surat is ranked 4th among the top 20 smart cities in India. The smart city proposal of Surat includes several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements across the city and at strategic locations. The strategic focus of the city has been identified to improve transport & mobility, improvise the city wide IT connectivity and enhance public safety and security. "Connected Surat "is one of the significant projects among the Pan City initiatives toward above said strategic focus.

Connected Surat project aims to improvise and sustain the high levels of citizen satisfaction and promote a better quality of life for residents. SSCDL desires to foster the development of a robust network infrastructure that supports digital applications and ensures network connectivity to various SMC offices like Head Office, Zonal Offices, Ward Offices, etc. Network connectivity is also critical at citizen centric locations like BRTS stops, bus depots, health centres, civic centres, community halls, amusement locations, and emergency response units, etc. The Connected Surat will be implemented in two parts as below:

- 1. Part 1: Creation of OFC Network for BRTS Corridor and other important SMC Locations
- 2. Part 2: Implementation of Leased Lines / MPLS/Dark Fiber connectivity for other locations that are not connected through OFC scope defined in Part 1 RFP

The scope of this RFP is restricted only for implementation of Leased Lines / MPLS/Dark Fiber connectivity for SMC locations as mentioned in RFP. For Part 1, the separate RFP is already published.

## 5.5 About the project

SSCDL through this project desires to provide 24\*7 uninterrupted network to l SMC offices and important establishments located in the city. This project along with OFC network (separate Project) will act as a backbone to smart city projects such as Intelligent Transit Management System (ITMS), Intelligent Traffic Control System (ITCS), Automatic Fare Collection System (AFCS), field sensors for Air & Water Quality, Digital Boards, ERP Systems, etc. To achieve the set objectives – SSCDL desires to implementation of Leased Lines / MPLS/Dark Fiber connectivity for SMC locations (which are not connected through OFC network) as mentioned in RFP with managed services. The detailed scope is mentioned in the subsequent section.

## 5.6 Project Objective

This project is essentially intended to provide a high-speed network connectivity for supporting all smart solutions. The project objectives broadly are as follows:

- To provide inexpensive and pervasive connectivity all across the city at SMC locations
- To provide 24\*7 uninterrupted connectivity across the city
- To establish a medium for quick data gathering from multiple sources and faster decision making
- To act as a channel for integration of all the city services
- To enable the government to have advanced communication products/platforms and better security and surveillance systems
- Improve employee/end-user and citizen's satisfaction
  - By improving service levels
  - By ensuring continuous improvement in processes and technologies
- Maximize service availability
- Cost-effective 24x7 Operations support
- Deliver scalability/flexibility to react to SMC's ongoing and future business needs and Smart city project

## 5.7 Benefits envisaged

This project will support the inclusion of almost all digital assets onto a common platform, which will ensure confluence of data from multiple sources, applications, sensors, objects and people. The establishment of this project will provide high quality, reliable, cost effective and sustainable network to the city administration. It will be the provider of seamless connectivity solution for all surveillance systems. The provisioning of this network backbone will ensure connectivity to the data centers and control rooms with scalable capacities to allow for expansion in the future. This project will have multifold benefits across the government departments and the effect will be felt by citizens. Some of the key benefits are:

- Government will have increased operational, financial efficiency and effectiveness
- Educational institutions would have improved connectivity across schools and universities
- City and Community center facilities will have improved connectivity for providing on-line services
- Fire departments will have the ability to direct staff remotely and utilize the reliable communication infrastructure for quick responses
- Environmental monitoring of factors such as air pollution or rain/monsoon detection will be easier and reliable
- Healthcare services and hospitals will be able to utilize next generation applications, devices and processes such as tele-medicine to serve the citizens
- Waste water management will be made possible with SCADA connectivity

# 6 Pre-Qualification/Eligibility Criteria

The Pre-Qualification Criteria for the selection of the Service Provider are given below.

#	Pre-Qualification Criteria	Proof Document Required
1.	Bidder should be a company registered under Companies Act, 1956 or Companies Act, 2013 should have been operating for the last three years as on the bid issuance date.	Certificate of incorporation/Registration and relevant certificate for change of name (if required) must be attached.
2.	Bidder should have a minimum average annual turnover of Rs. 100 crores for last three financial years i.e. FY 2015-16, FY 2014-15, FY 2013-14  Note: For a 50% or above subsidiary, parent company average annual turnover would be considered for evaluation purposes.	Copy of the Audited Profit and Loss statement and statutory auditor / CA certificate from a regarding turnover. The certificate should be originally signed or notarized  Support letter from parent or group company or group companies and its subsidiaries to be provided
3.	Bidder should have a positive net worth as on 31st March 2016  Note: For a 50% or above subsidiary, parent company net worth will be considered for evaluation purposes.	Certificate from the statutory auditor / CA towards positive net worth of the company  Support letter from parent or group company or group companies and its subsidiaries to be provided
4.	For Leased Line/MPLS VPN services  The bidder should have valid Class 'A' ISP License or Class 'B' (For Gujarat) or Unified Access Service License (UASL) from govt. of India. National Long Distance License is an optional.  Or/And  For Dark Fiber network The Bidder should have IP1 Licence to provide the services on dedicated Dark Fiber Network.  For Internet services The bidder should have valid Class 'A' ISP License or Unified Access Service License (UASL) from govt. of India to provide the Internet services.	Copy of valid Licenses to be submitted. (Document must be mentioned clearly with name of bidder, services offered, date of issue and validity from Govt. of India)
	Note	

#	Pre-Qualification Criteria	Proof Document Required
	All Licenses should be valid as on date of submission of the bid.	
5.	The bidder must have office in Surat with sufficient technical personnel to provide 24* 7* 365 customer support and must have Network operating Center (NOC) in India. The bidder should have single Toll Free number for all the call logging and status update	Detail of Surat Office and NOC with address proof. Details of Toll Free Number
6.	Bidder should be registered for Service Tax and Income Tax in India	Service Tax Registration PAN Card
7.	Bidder should not be blacklisted or debarred by any Government / PSU in India at the time of submission of the bid.	Declaration letter by bidder as per format given in the RFP document

**Note:** The Bidder is NOT allowed to form Consortium or Joint Venture for any specific service within the scope of the tender.

## 7 Instructions to Bidder

- 1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- 2. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- 3. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- 4. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by SSCDL.
- 5. **Consortium or JV**: The Bidder is NOT allowed to form Consortium or Joint Venture for any specific service within the scope of the tender.

## 7.1 Purpose of Bid Document

- 1. The purpose of this tender is to select the Service Provider for "Implementation of Leased Line/MPLS/Dark Fiber for SMC locations". This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
- 2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process in response to this invitation. The term "Bidder" means the Sole Firm or the Prime Bidder, as the case may be.
- 3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is also mentioned in this tender document.
- 4. The bidder shall be required to submit their bid in two parts –Technical Bid and Commercial Bid (in line with instructions in Section 7.10).

#### 7.2 Proposal Preparation Cost

- 1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SSCDL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2. This Bid Document does not commit the SSCDL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of SSCDL/ SMC and may be returned at its sole discretion.

#### 7.3 Pre-Bid Meeting

- 1. A prospective Bidder requiring any clarification on the tender document may submit his queries, via email, to the following e-mail id on or before 19.06.2017 up to 16:00 hrs. Email Id for submission of queries: <a href="mailto:it@suratsmartcity.com">it@suratsmartcity.com</a>
- 2. SSCDL will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid. Date, Time and Venue for the Pre-Bid Meeting:
  - Pre-Bid conference will held on 20.06.2017 at 12:00 noon
  - Venue for Pre-Bid conference: 2<sup>nd</sup> Floor, room no 88, Conference Hall, Muglisara Surat 395003, Gujarat.
- 3. The queries should necessarily be submitted in the following format:

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

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

#### 7.4 Amendment of RFP Document

- At any time before the deadline for submission of bids, the SSCDL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. The queries raised and given by bidders, but the clarifications not made in the Addendum and Corrigendum (if any) shall be considered to remain unchanged.
- 2. The bidders are advised to visit the, <a href="http://suratsmartcity.com/Tenders">http://suratsmartcity.com/Tenders</a> and <a href="https://smc.nprocure.com">https://smc.nprocure.com</a> on regular basis for checking necessary updates. SSCDL also reserves the rights to amend the dates mentioned in this RFP for bid process.

3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the SSCDL may, at its discretion, extend the last date for the receipt of Bids.

## 7.5 Conflict of Interest

- 1. A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm's interest at the cost of Government. 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.
- 2. SSCDL/SMC 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.

## 7.6 Right to amendment of the project scope

- 1. SSCDL retains the right to amend the scope of work or amend the program for service delivery at any time and without assigning any reason. SSCDL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.
- 2. The bidder's technical and commercial proposals received in this process may result in SSCDL selecting to engage with the bidders' in further discussions and negotiations toward execution of a contract including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the SSCDL to execute a contract or to continue negotiations. SSCDL may terminate negotiations at any time without assigning any reason.

#### 7.7 SMC/SSCDLs rights to terminate the selection process

- 1. SMC/SSCDL may terminate the RFP process at any time and without assigning any reason. SMC/SSCDL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2. This RFP does not constitute an offer by SMC/SSCDL.
- 3. The bidder's participation in this process may result in SMC/SSCDL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the SMC/SSCDL to execute a contract or to continue negotiations. SMC/SSCDL may terminate negotiations at any time without assigning any reason.

## 7.8 Right to reject any proposal

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

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

#### General rejection criteria

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

## Technical rejection criteria

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

## Commercial Rejection Criteria

- i. Incomplete price Bid;
- ii. Price Bids that do not conform to the Tender's price bid format;
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
- 3. Misrepresentation/improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then SSCDL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of SSCDL, including annulment of the Selection Process.

## 7.9 Bid Fee and Earnest Money Deposit (EMD) and amount

- 1. The bidder should pay non-refundable Bid Fee of Rs. 18,000/- (Eighteen Thousand rupees only) in favor of Surat Smart City Development Limited, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Surat. The Bid fees shall be in the form of a Demand Draft / Banker's Cheque.
- 2. The bidder should also pay EMD of Rs. 25,00,000 (Rupees Twenty Five Lakhs Only) whereby 50% amount shall be in the form of Demand Draft / Banker's Cheque in favour of "Surat Smart City Development Limited", from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee (BG) of any nationalized / scheduled banks with validity of 180 days from the date of Bid opening. The format for BG is enclosed in Annexure 12.9.
- 3. No interest will be payable by the SSCDL on the Earnest Money Deposit.
- 4. In case bid is submitted without EMD or Bid fees as mentioned above then SSCDL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- 5. The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
- 6. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof
- 7. The decision of SSCDL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- 8. The EMD may be forfeited:
  - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
  - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
  - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - During the bid process, if any information found wrong / manipulated / hidden in the bid.

#### 7.10 Sealing, Marking and Submission of Bids

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

Part 1: Technical Bid consisting Pre-Qualification documents, Bid Fees, EMD and soft copy in CD/DVD/ Pen drive/ USB stick with complete details as mentioned in Section 12 in "Envelop 1" super scribed with Tender No, Due Date and RFP Name "Implementation

*of Leased Line/MPLS/Dark Fiber for SMC locations*". The proposal shall also consist with all supporting documents, RFP Copy, Addendum & Corrigendum, if any.

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

## Details to be mentioned exactly on sealed envelop

#### **Tender Details**

 Notice No.: SSCDL-ConnectedSurat-LL-RFP-01-2017

• Last date of Submission: On or before 01.07.2017 up to 18:00 hrs. To,

The Chief Accountant, Surat Municipal Corporation,

Mahanagar Seva Sadan, Gordhandas Chokhawala Marg, Muglisara, Surat – 395 003, Gujarat, INDIA.

- 1. The Bid must be sent strictly by <u>Postal Speed Post or Registered Post AD only</u> so as to reach on or before 01.07.2017 up to 18.00 hrs. <u>Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SSCDL won't be responsible for postal delays.</u>
- SSCDL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
- 3. If the envelopes are not sealed and marked as instructed above, the SSCDL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.
- 4. Each Bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified
  - a. Original copy of the Bid fee & EMD
  - b. Technical Proposal related documents
  - c. RFP Copy and Addenda & Corrigendum
  - d. The Bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this document) and applicant shall also provide a soft copy on a Compact Disc (CD) / Pen Drive / USB stick. In the event of any discrepancy between the original and CD/Pen Drive/USB stick, the original shall prevail
  - e. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents.
- 5. Technical proposal should be signed by an authorized person of the bidder. The technical proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this tender.
- 6. Proposals must be direct, concise, and complete. SSCDL will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The Chairman, SSCDL or Municipal Commissioner, SMC reserves the right to accept or reject any or all the proposals without assigning any reason.

## PRICE BID

1. The price bid must be submitted online on <a href="https://smc.nprocure.com">https://smc.nprocure.com</a>. It should not to be sent physically, if submitted physically the bid shall be rejected. Please refer Section 13 for format and instructions.

## 7.11 Language of Bids

- 1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and SSCDL/SMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested and notarized by the bidder.

## 7.12 Concessions permissible under statutes

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

## 7.13 Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the "Proposal Validity Period"). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 7.10 in all respects

#### **7.14 Taxes**

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable. The L1 evaluation will be done exclusive of taxes but inclusive of any duties applicable to the products. 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 commercials. The payment of taxes to the selected bidder will be done on actuals. In this regard, selected bidder is required to submit documents describing the total tax paid for this Project (for each component). The payment for tax component will be made in the subsequent billing cycle.

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

## 7.15 Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

## 7.16 Right to vary the scope of the work at the time of award

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

## 7.17 Modification or Withdrawal of Bids

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.

#### 7.18 Evaluation Process

- 1. A two-stage selection procedure will be adopted: Stage-1: Pre-qualification-cum-Technical Stage and Stage-2: Commercial Stage
- 2. In the first stage the Evaluation Committee shall examine the statement of qualification, experience, technical capabilities etc. furnished by the Bidder and select the bidders who satisfy the eligibility criteria requirement.
- **3.** In the second stage, subsequent to pre-qualification and technical evaluation stage, commercial bids of only shortlisted Bidders will be opened. It should be noted the bids shall be evaluated on the basis of price. However, if required SSCDL/SMC as per its own discretion may also consider other factors like technology, innovative solution, etc.

#### 7.19 Opening of Technical Bids

- 1. The Technical Bids of Bidders shall be opened and will be evaluated as per the evaluation criteria mentioned in Section 6.
- 2. SMC/SSCDL may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid.

#### 7.20 Evaluation of Technical Bid

1. The Bidder must meet the pre-qualification criteria and possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by SSCDL, for the entire period of the contract. The Bidder's Bid must be complete in all

respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.

- 2. The bidder must make sure to provide all the relevant documents to support the claim made with regards to various evaluation criteria like the company registration, turnover, networth, blacklisting, local presence, etc. SSCDL will examine the Bids to determine whether they are complete, response and whether the Bid format confirms to the Bid Document requirements. SSCDL may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to SSCDL.
- 3. There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.
- 4. The commercial bid of only those bidders shall be opened which meet all the criteria of the mentioned in Section 6 of this RFP.

## 7.21 Opening of Commercial Bid

- 1. The Commercial bids shall not be opened by SSCDL until the evaluation of the Technical Proposals has been completed.
- 2. SSCDL will open the Commercial Bids of those Bidders who have qualified in Technical Evaluation.
- 3. Commercial Bids from bidders who have failed to qualify in evaluation of the technical proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.

## 7.22 Evaluation of Commercial Bids and Selection Method

- 1. SSCDL/SSCDL will award the Contract to the Bidder based on **Lowest Quoted price (L1) quoted for the** Leased Line/MPLS VPN/Dark Fiber and ILL respectively. No additional cost in any form will be entertained by SSCDL during the contract period.
- 2. SSCDL/SMC may award the contract to single bidder or multiple bidders based on the L1 discovered for ILL, Leased Lines/MPLS or and Dark Fiber.
- 3. It should be noted the bids will be evaluated on the basis of price. However, if required SSCDL/SMC as per its own discretion may also consider other factors like technology, innovative solution, etc.
- 4. At SMC DC/CCC, two ILLs of 500 Mbps are to be provisioned under this bid. Two different service provider will be selected for high availability.
  - For One 500 Mbps ILL, the bidder at L1 position will be selected.
  - For Second 500 Mbps ILL the bidder at L2, L3.... position will be approached sequentially to offer the service at the rate of L1 bidder

- 5. Total Estimated Commercial Bid of a bidder would be calculated based on quantities given in Section 13. The quantities in this table has been derived/estimated, considering managed services for the period of 7 years. The extension can be decided in future depending on the satisfactory performance of the bidder by competent authority, future IT Infrastructure expansion needs and at the sole discretion of SSCDL.
- 6. The Commercial Bids of only the qualified bidders will be opened for evaluation.
- 7. The bidder achieving the L1 price will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same price, the bidder with the higher turnover will be invited for negotiations and awarding the contract.
- 8. **Arithmetical errors:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

## 7.23 Notifications of Award and Signing of Contract

- 1. Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted.
- 2. It is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Intent (LoI), whichever is earlier. All reference timelines with regards the execution of the project and the payments to the Service Provider shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
- 3. The notification of award (LoI/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with SSCDL, it will promptly notify each unsuccessful bidder and return their EMDs.
- 4. At the time SSCDL notifies the successful Bidder that its bid has been accepted, SSCDL will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 10 days of receipt of the Contract, the successful Bidder shall sign and date the Contract with SSCDL. Draft Format of the contract is given in the Annexure, Section 14.

#### 7.24 Quantity Variation

- Number of locations SSCDL at their discretion can increase / decrease / terminate the number of locations/links/Bandwidth after the signing of the Agreement and adjust the payments proportionately. The quoted rate will remain firm for all bandwidth quoted in this RFP. The successful bidder shall not object to the upward or downward variation in quantity requirements.
- 2. If required additional quantity over and above may be executed on later stage, the payment for such additional quantities shall be made at tender rates which will be valid during the contract period.

#### 7.25 Performance Bank Guarantee

- 1. The successful bidder shall at his own expense, deposit with department, within 10 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, in favour of Surat Smart City Development Ltd for the due performance and fulfilment of the contract by the bidder. Failing which a penalty @ 0.065% of the amount of PBG will be imposed for delay of each day.
- 2. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- 3. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of six months after the expiry of the Contract Period ("Validity Period").
- 4. The Performance Bank Guarantee letter format can be found in the Annexure, section 15 of this document.
- 5. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 6. If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
- 7. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- 8. Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

## 7.26 Governing Law

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.

#### 7.27 Price Fall

1. The prices charged for the different Leased Line/MPLS VPN/Dark Fiber supplied under the Contract by the bidder shall in no event exceed the lowest price at which the bidder sells the same slabs of local loop and services or offers to sell identical services in the same or lesser quantity to any persons/ organizations including the purchaser or any department of the

Central or State Government or any undertaking of the Central or State Govt. as the case may be during the duration of the Contract. If any time during the contract period the bidder reduces the sale price, sells or offers to sell local loop and services in the same or lesser quantity at a price lower than the price chargeable under the Contract, the agency shall forthwith notify such reduction and reduced prices shall be applicable to the service contract after mutual discussion at the beginning of the subsequent quarter.

- 2. If there is any reduction in charges or government taxes due to the Government policy or else, the subsequent price reduction shall be applicable to the service contract after mutual discussion at the beginning of the subsequent quarter.
- 3. The bidder shall extend all the benefits to the SSCDL/SMC such as any kind of discount, rebate, commission, incentives normally offered to any other buyer in the form of gift or otherwise as part of the sales promotion scheme(s). If any sales promotion scheme(s) is/are launched after submission of bid or after the bidder is awarded with the contract by the SSCDL/SMC, all such benefits of the said sales promotion scheme(s) during the continuance of said scheme(s) shall have to be made available during the period of contract.

## 7.28 Approvals / Clearances

It is the responsibility of the successful bidder to get the necessary permission from all the regulatory bodies for laying of underground optical fiber or copper cables / erection of RF tower to provide the ordered bandwidth. In case if any assistance is required from SSCDL/SMC the same shall be extended accordingly after due consideration.

Bidder should take necessary safety measures for erection of tower or any other work carried out at user premises and will be held responsible for any loss or accident due to any lapse on such ground as may be decided by SSCDL/SMC.

#### 7.29 Terms and Conditions of the Tender

- 1. Bidder is required to refer to the draft Contract Agreement, attached as Annexure 14 in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.
- 2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.
- 3. SMC/SSCDL reserves the right to discontinue the specific or all services if the same is either not required or not delivered as per the expectation. In such case the proportionate payment will be made after deducting applicable penalty if any.
- 4. The contract shall be governed by the Laws in India and shall be subject to the jurisdiction of Surat.
- 5. The Service Provider (SP) personnel's working should be polite, cordial, positive and efficient, while handling the assigned work. The SP shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 6. The bidder will be bound by the details furnished by him/her to SSCDL/SMC, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the

agency is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.

- 7. In case of continued failure or short-falls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the agency besides forfeiting PBG.
- 8. The bidder will not be allowed to shift any equipment to any other location for any other purpose without prior approval from SSCDL/SMC. In case of termination of the contract the same will be removed by the service provider, at their own cost (including labour charges) within one month of the termination of the contract. If service provider is unable to remove the equipment within one month of the termination of the contract, SMC/SSCDL will be not held responsible for consequential loss or damages
- 9. The bidder/ its personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/ organizational matters as all are confidential/secret in nature.
- 10. The Service Provider shall be responsible and take required insurance for all of their representations working on the site at their own cost. SSCDL/SMC will not be responsible for any loss or damage to any of the representatives of the Service Provider during the said contract.
- 11. Should the awarded bidder fail to deliver the scope of work in due time or failed to operate / maintain the particular link/links for particular time during contract period, SSCDL/SMC reserves the right to get the work done from third party at the bidder's risk and cost including the link provision and replacement of faulty components/equipment.
- 12. If required, the Service Provider may have to work during Holidays and Sundays or beyond working hours.
- 13. The successful bidder shall follow all safety regulations and practices. Also bidder should be responsible for safety of the personnel employed for any work under this contract and/or any labour laws as may be applicable in the region.
- 14. If any equipment or service issue during the contract period is found to be under repeated failures of same nature due to poor configuration or servicing or replacement of inferior parts or when troubleshooting is found to have been performed in piecemeal by the bidder the same will be considered as an inefficient attendance, such instances will also be subject to levy of penalties but at double the penalty rate.
- 15. The liability as to any damages and/or loss otherwise to any movable or immovable properties, assets during loading, unloading or otherwise during the contract period, whether knowingly or unknowingly done or occurred shall be made good forthwith to SMC/SSCDL by the Awardee agency upon a communication made therefore.
- 16. All goods/services to be supplied shall be of specified or higher speed/technology/version. SMC/SSCDL or its representative shall have the right (if it so desires) to test the goods to ascertain their conformity to the specifications. SMC/SSCDL shall notify to the agency for this purpose and nature of tests that may be conducted (if found necessary) for bench-marking

- 17. The bidder shall indemnify SMC/SSCDL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - a. Any negligence or wrongful act or omission by the bidder or any third party associated with bidder in connection with or incidental to this Contract; or
  - b. Any breach of terms as stated in the bid document, the bidder's Bid and the Contract with the bidder
  - c. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof

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

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

# 8 Service Level Agreements

Service Level Agreement (SLA) shall become the part of Agreement between SSCDL/SMC and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.

The Successful Bidder (refer as Service Provider, SP) has to supply software/automated tools to monitor all the SLAs mentioned below.

**Note**: Penalties shall not be levied on the Successful Bidder in the following cases:

- a. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder
- b. The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
- c. Theft cases by default would not be considered as "beyond the control of Bidder". However, certain cases, based on circumstances & certain locations, SSCDL may agree to qualify as "beyond the control of Bidder". Damages due to any accident / mishap shall be considered as "beyond the control of Bidder".

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

#### 8.1 Measurement of SLA

All SLA calculations will be done on quarterly basis. The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SP and audited by SMC/SSCDL or its appointed Consultant for accuracy and reliability.

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

Total liquidated damages to be levied on the SP shall be capped at total contract value. However, SSCDL shall have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value.

## 8.2 SLA for delay in Delivery

The successful agency shall supply, install and commission and maintain the Leased Line/MPLS VPN/Dark Fiber link as detailed in this bid as per delivery schedule specified in this RFP. A penalty of 0.2% of the consideration of contract for a particular Leased Line/MPLS VPN/Dark Fiber will be charged for delayed delivery for delay of each day thereafter.

## 8.3 SLA Matrix for Post Implementation SLAs

Successful bidder shall be required to ensure the specified uptime and for this shall depute/designate Service Manager to function as a single point of contact. The said manager should be supported by back end team of trained and experienced network engineers to maintain and manage the connectivity.

## For Intranet Connectivity (Leased Line/MPLS L3 VPN/Dark Fiber):

- 1. Operation & Fault reporting Helpdesk (Toll Free): 24x7x365
- 2. Individual link uptime percentage on Quarterly Basis: 99.5%
- 3. Packet losses: **Less than 1%** (Avg. Over 1000 ping) at any point of given time on each link with proposed bandwidth load with packets of 1500 bytes.
- 4. Maximum latency of data packets of 1500 bytes over Point to point/Multipoint circuit: (Hub to Spoke/Branch)
  - For Fiber Media less than 25 ms (RTT) between two end points of the link
  - For RF Media less than 50 ms (RTT) between two end points of the link I.e. for IP A.B.C.D ping will be "ping A.B.C.D. –n 100 –l 1500"
- 5. For MPLS L3 VPN it must be less than 50 ms (RTT) between two end points of the link (Hub to Spoke/Branch) for any media Fiber/RF.

#### For Internet Bandwidth:

- 1. Operation & Fault reporting Helpdesk (Toll Free): 24x7x365
- 2. Link uptime percentage on Quarterly Basis: 99.5%
- 3. Required bandwidth should be unshared, uncompressed Internet bandwidth at all the time on 1:1 basis on Fiber Media Only.
- 4. Packet Losses: Less than 1 % at any given point of time to any part of globe.
- 5. Domestic Latency < 80 Millisecond during peak traffic hours.
- 6. International (Google, Yahoo and NIXI peering
- 7. Latency < 250 Millisecond during peak traffic hours.

#### **Calculation under SLA:**

- 1. The successful bidder shall sign a Service Level Agreement with SSCDL/SMC to ensure an uptime of **99.5% for individual circuit**. The downtime shall be calculated form the time the fault has been reported/Ticket generated till the time it is resolved/Ticket Closed. Deduction in payment will be made for downtime as per the following table from the quarterly bills raised by the bidder.
- 2. Penalty is in percentage(%) of Total Quarterly Payment for individual circuits
- 3. **Latency:** Latency will be randomly checked if required, on periodic basis and in case of non-adherence of SLA latency limit, the link will be considered as down with effect from time to detection till time to SLA latency limit to restored.

#	Performance Area	SLA	Penalty/link
1.	Link Uptime	>=99.5%	No penalty

	RFP for Implementation of Leased Line/M	IPLS/Dark Fiber fo	or SMC locations
#	Performance Area	SLA	Penalty/link
	<b>Uptime (%) =</b> [Total Hours in a quarter –Planned	99.49 to 98.5	Penalty of 10% of total O&M charge to be paid per Quarter
	network downtime(Hours) – Total down time(Hours) in a quarter]*100/[ Total hours in a quarter - Planned	98.49 to 97.5	Penalty of 20% of total O&M charge to be paid per Quarter
	network downtime(Hours)]	97.49 to 95	Penalty of 30% of total O&M charge to be paid per Quarter
		94.99 to 90	Penalty of 50% of total O&M charge to be paid per Quarter
		<90	Penalty of 100% of total O&M charge to be paid per Quarter
2.	Mean Time To Resolve (MTTR) - for	<= 6 working	No penalty
	each Link failure (For total link network availability including Bidder's CPE)	hrs per reported link failure	
	MTTR shall be monitored on the time taken between logging of complain against the link fault resolution & its closure i.e. per incidence.	> 6 working hours	Penalty of Rs 500 to be charges per hour of delay at each location

#### Note:

- 1. Since, the links provided are managed services, the same shall be continuously monitored by the selected bidder. The system should auto identify the issues with regards to any link and auto generate the ticket. The user complaints must also be registered and a system generated ticket ID is to be provided.
- 2. Notification must be sent to SMC/SSCDL on compliance of such complaint.
- 3. Service Provider shall submit the monthly Reports on the performance and adherence to the SLA through various tools such as EMS, NMS, Helpdesk and must submit the same along with the quarterly invoice.
- 4. If any link uptime is found <90% for 2 consecutive quarters then SSCDL/SMC may get the services through another service provider at the bidder's risk and cost.
- 5. Following will not be considered for downtime calculation
  - i. Link down due to power failure and CPE (Customer Premises Equipment) switch off at respective SMC site location
  - ii. Schedule maintenance by vendor with prior information to SMC/SSCDL. For any scheduled/planned downtime, the Service Provider will inform SSCDL, in writing at least 3 working days in advance and will take prior approval. All planned activities for which downtime is required would be carried out in non- peak hours only and it is desirable to carry out such activities on off day i.e. public holiday only.

- 6. The payment shall be made on quarterly basis after deducting necessary penalties as per SLA calculations Bidder is required to submit SLA/Downtime reports for each link with quarterly invoices provided to SSCDL/SMC. SLA reports provided by bidder will be compared with SLA reports maintained by SSCDL/SMC for each link and after verification final SLA calculation/Downtime Penalty derived by SSCDL/SMC will be considered as final.
- 7. Bidder is required to close the complaint/ticket only after taking necessary verification/permission from authorized SMC person via email. If particular complaint/ticket closed without consent of SMC/SSCDL same shall be considered as down in nature with continuation to registered complaint/ticket

## 9 Payment Schedule and Milestones

SMC / SSCDL shall issue a "Request Order" in writing, indicating the locations and bandwidth required at each location. Upon getting the Request Order, the selected bidder shall promptly and as soon as possible within the lead time specified in the request order, commission the specified no. of links. SMC/SSCDL shall specify the Lead Time in Request Order. The delay in link delivery will attract delayed penalty. Tentative Number of Request Orders and Lead Time as envisaged at this point of time is specified below:

Services	Approximate Time for Issuance of Request Order	Tentative Scope/ Approximate Sizing	Tentative Lead Time
Request	one week post	Locations and bandwidth	60% of ordered quantity in
Order 1	completion of As-Is	as prioritized by	60 days and remaining
	study	SMC/SSCDL.	40% in 90 days post
			issuance of request order
Request	Within Three months	Locations and bandwidth	60% of ordered quantity in
Order 2	post issue of LOI	as prioritized by	60 days and remaining
		SMC/SSCDL.	40% in 90 days post
			issuance of request order
Request	Within Five months post	Locations and bandwidth	60% of ordered quantity in
Order 3	issue of LOI	as prioritized by	60 days and remaining
		SMC/SSCDL.	40% in 90 days post
			issuance of request order

#### Note:

- 1. Subsequent to these Request Orders, based on the requirement SSCDL/SMC may issue subsequent orders as per the approved rate. Such order may have one or more links and the same shall be required to be delivered.
- 2. Based on findings of the As-Is Study done by the Service Provider (SP), the SP may propose a change in the number of sites to be deployed in each phase as well as overall scope and a consequent change in phasing. SMC/SSCDL also retains the right to suo moto change the number of sites or individual units to be deployed for each scope item. The final decision on change in phasing and related change in payment schedules shall be at the discretion of SSCDL
- 3. OPEX projected by SP in their commercial bid will be made equally on quarterly basis (28 quarters) at completion of each quarter. The payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA section of this RFP
- 4. The contract period of 7 years are considered from the Go-Live date of 1st Request Order. The payment of subsequent Request Orders will be made from the Go-Live date of that request order till the remaining years of the Contract period i.e. 7 years.

# 10 Scope of Work

SMC/SSCDL wishes to engage an Agency (hereafter referred to as "Service Provider", "Selected Agency", "Vendor", and "Bidder") for a period of seven years for this project. The Service Provider shall be responsible for supply, installation, commissioning and maintenance of intranet and internet leased line on managed services basis for a period of 7 years from Go-live date of 1st Request Order.

## 10.1 Summary of the Scope of Services from Service Provider

SSCDL (Surat Smart City Development Ltd) intends to provide connectivity under this project at the locations (enclosed as separate File) like; zonal offices, ward offices, BRT depots, traffic junctions, parks, fire establishments, urban health centres, schools etc.

A centralized NOC within DC will be developed by the SSCDL for the operation and management of the entire Surat Smart City Project. The successful bidder is required to create a single network i.e. city wide network for the smooth functioning of all the links of SMC / SSCDL. Successful bidder is required to integrate city wide network with Data Center (DC). In future separate location for Command Control Center (CCC) will be identified which will be shared with service provider, where service provider shall require to transfer all links from DC to CCC, without any additional cost implied to SMC/SSCDL.

The selected bidder is required to support in integrating city wide network (created as part of this project deliverables) with the core backbone of the OFC network laid by SMC/SSCDL under BRTS Network Project. SMC/SSCDL intends to have Leased Line/MPLS connectivity (as per Section 13) to various other offices and wishes to have the Internet Bandwidth (As per Section 13) under this Project.

SMC / SSCDL or its designated agency will monitor the performance of the links during operation period. SMC/SSCDL or its designated agency will be responsible for verification, validation of all works/services under the terms & conditions of the agreement. Full Duplex Bandwidth as Per Schedule of Requirement and Scope of Work has to be provisioned and implemented by the Service Provider. Service Provider has to keep provision of giving burstable Bandwidth and the rates will be as per finalized rates. Service Provider has to arrange optical fiber and all other last mile equipment accordingly including media convertors wherever required.

The scope of services shall comprise the following:

- Project Planning and Management
- Planning, Procurement and Provisioning and Enterprise Network Support Services for Intranet & Internet Connectivity
- Intranet & Internet Connectivity Provisioning on rate contract
- Change Requests for network connectivity and bandwidth

In implementing the above, the bidder shall strictly adhere to the SMC/ SSCDL policies. The details about the above mentioned services are covered in subsequent sections.

CPE (Router with necessary connectivity interface for WAN & LAN) devices to be provided by the bidder for each location and should be managed by the bidder as part of managed services. Service provider should utilise its own NMS from their premises for all links O&M requirement and

proactive monitoring as part of managed services. The access to reports and NMS will also be provided to SMC/SSCDL for monitoring.

As part of the project, at certain locations the bidder will be required to provide necessary sized (capable of mounting at least CPE device, UPS for CPE with minimum 30 minutes backup, Network switch) racks with proper earthling/Ground. Raw power and space at SMC/SSCDL locations will be provided by SMC/SSCDL.

The selected bidder will be required to closely coordinate with SMC/SSCDL and its appointed agency for commissioning and integration of the connectivity provided as part of this contract.

## 10.2 Key Activities to be undertaken

- 1. For the intranet, bidder can propose connectivity solution either on Aggregated Point to Multi Point Leased Line or on MPLS L3 VPN or Dark Fiber (with all required Active components) solution to connect SMC DC/CCC with specified locations.
- 2. The bidder is required to provide end to end connectivity along with all the necessary networking equipment (i.e. Router, Switch, Converter etc.) so that the connectivity is provided in the form of Ethernet Output. As per current scenario at the branch locations L2 unmanaged switch, L2/L3 Managed Switch or Individual PCs are available for Ethernet termination and at DC/CCC (hub location) L3 Switch/L3 Router will be available for termination with either on 10G Ethernet Ports or 10G Fiber Ports.
- 3. The convertors, modems, router and any other Active-Passive equipment required, for providing the Internet/Leased Line/MPLS VPN/Dark Fiber connectivity will have to be supplied, installed and maintained (all throughout the service/contract period) by the service provider and shall remain their property.
- 4. The bidder would ensure that the Internet/Leased Line/MPLS VPN/Dark Fiber connectivity provisioning does not violate regulations as laid by Govt. of India/TRAI or any statutory authorities in respect of such links /networks.
- 5. All the equipment's and cables for providing connectivity shall be covered under comprehensive maintenance (including rodent attack to any cables or parts, breakage/damage of all cables like Power/ Data cables etc. excluding damage due to fire or intentional damage) during the contract period. However required power will be made available from SMC/SSCDL end, SMC/SSCDL will manage its own LAN network.
- 6. The successful service provider must provide the internet and intranet connectivity (LL/MPLS) at Data Centre(Hub Location)/CCC connectivity with Mux/Router/L3 switch in Ring Topology from two different PoPs/BTSs and both in and out paths must be on Fiber Optic with different physical routes.
- 7. Service Provider is required to provide SNMP/Real Only access of their Last mile CPE (Router) to SMC/SSCDL for SLA measurement and monitoring.

#### 10.3 Project Planning & Management

The success of the project depends on the proper project planning and management. At the onset, the Service Provider shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with

SMC/SSCDL. Initial list of planning related tasks and procedures (along with corresponding documentation) that the Service Provider should be submitted at the onset is as follows:

- **Project Schedule:** A detailed timeline indicating various activities to be performed along with completion dates and resources required for the same
- **Network Implementation Plan:** A detailed implementation plan of MPLS L3 VPN/ Leased Line network should be provided by Bidder
- **Progress Monitoring Plan**: Detailed periodic Progress Report formats along with issue escalation format. The format shall approved by SMC/SSCDL to the successful bidder before start of the project.
- **Escalation Matrix & Incident Management**: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This has to be via an Incident Management system.

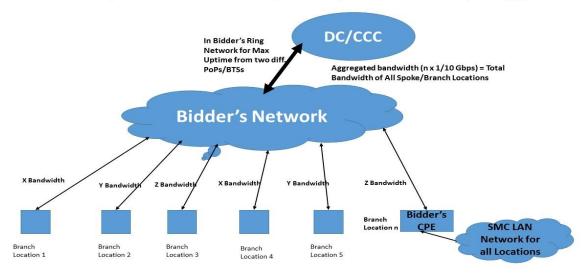
## 10.4 As Is Study and Gap Analysis Report

- 1. The selected bidder would be required to carry out an extensive As Is study as part of site survey and submit a comprehensive Site Survey Report to the SMC/SSCDL as per time line mentioned in this RFP. Any change if suggested by the SMC/SSCDL in the project plan shall be accommodated by the service provider.
- 2. The As-Is study should also capture gaps as part of Gap Analysis report. The report should target to cover the detailed requirements of IT and Non IT infrastructure at each location. The Site-wise Action Plan report should detail out the actionable and its associated timelines and dependencies. The report of each location should be in the same format.
- 3. These As-Is and Gap Assessment reports should be submitted to SMC/SSCDL. SMC/SSCDL will analyse the reports and will review the suggestions submitted by the Bidder. SMC /SSCDL may undertake the procurement, if necessary on Rate Contract quoted by the Bidder. Bidder's consultation shall be required to consult and coordinate with other vendors to ensure procurement of right equipment.
- 4. Necessary activates should be carried out by the bidder according to this report.

#### 10.5 Network Architecture

Based on the architecture, connectivity shall be required between all the remote locations and SMC Data Center as per Section 13.

# Proposed Leased Line/MPLS/Dark Fiber Topology



Bidder is required to aggregate all leased circuit coming to Data Center/CCC and terminate them as a single fiber port/in multiplication of 10G ports/Locations Wise Grouping of Ports as per directed by SMC/SSCDL. DC/CCC last mile redundancy should be provided by the bidder through two different PoPs/BTSs at the Data Center/CCC location from two different physical routes/paths.

Bidder is required to provide connectivity in such a manner that there should not be any type of restriction on flow of data, voice and video over links from SMC DC/CCC to its branch offices with 1:1 bandwidth pipe.

As a measure of redundancy all zonal offices, CCC /DC site connected to MPLS/ Leased Line/Dark Fiber cloud should have redundancy in place at each level of connectivity which includes but not limited to, core MPLS/ Leased Line/Dark Fiber cloud, Last mile, PE Routers, CPE Routers, Modems, etc. to meet necessary SLA requirements or penalties as per the SLAs will be applicable.

Moreover, SMC/SSCDL may extend the MPLS/ Leased Line/Dark Fiber network to various 3<sup>rd</sup> party data centre where SMC/SSCDL applications may be hosted. The bidder to take note of this requirement while designing the network.

In case of service provider offering MPLS L3 VPN based leased circuit or Point to Multipoint Leased line based on L3 (Ethernet) Network connectivity, at DC / CCC location 100% aggregation bandwidth should be planned along with scope of easy scalability, in respect to all remote locations' cumulative bandwidth. In case the bidder is offering Dark Fiber connectivity, the bidder shall provide minimum 100 Mbps connectivity at all branch locations except Zone Office, Important locations defined by SMC and CCC where connectivity should be 1 Gbps and at DC / CCC location 100% aggregation bandwidth (in multiple of 10G ports) should be planned along with scope of easy scalability, in respect to all remote locations' cumulative bandwidth and the CPE devices shall be installed accordingly.

The key consideration for dark fiber solution are as below.

1. Services offered through dedicated core should be in closed group form and on minimum 2 core dedicated dark fiber end to end with all required passive components.

- 2. Bidder is required to provide all necessary active components for creation of PoPs including Last Mile CPE (Router). All components should be property of Bidder only and on rental basis to SMC.
- 3. Network created must be on underground fiber optic cable on ring topology for max redundancy.
- 4. Designed closed group Network on minimum 2 core dedicated fiber should be terminated on PoP/CPE placed specifically for SMC only and network should be fully secured as per guidelines of govt. of India.

#### 10.6 Network Design

- 1. Bidder shall be responsible for preparing a network design comprising WAN (Modem, Media Converters, CPE Router/Switch with managed services of devices, etc.) components to meet the intended objectives and scope of the project.
- 2. The network design should at least detail out the network connectivity strategy, network scalability, traffic flow management, bandwidth optimization strategy, security strategy, sitewise bill of material, WAN drawings, MPLS/ Leased Line/Dark Fiber network configuration plan for seamless integration with OFC infrastructure defined under the connected Surat RFP, etc. Any additional network design aspects, to meet overall scope of work also need to be documented by the bidder.
- 3. The network design shall be documented to SMC/SSCDL in a document.
- 4. The network solution as designed by the selected Bidder shall be based on Multi-Protocol Label Switching (MPLS) L3 VPN / Point to Multipoint Leased Line VPN platform to manage the traffic flow (data, video and voice) with manged QoS (Quality of Service) as per the best practices efficiently without any compromise of features.
- 5. The number of users/locations accessing the SMC/SSCDL network will increase over a period of time. The bidder must keep this in consideration while designing the network and accordingly provision for end equipment to keep the solution scalable for future requirements.
- 6. The bidder shall be required to map each location of the SMC's offices vis-à-vis the network design and provide technological solution for implementing the network solution. The Network connectivity shall be provided up to the SMC's CPE including Patching between Bidder's CPE to SMC's CPE in all the Offices.
- 7. The bidder shall be required to propose solution based on the network architecture that is scalable and has adequate redundancy..
- 8. The bidder shall ensure seamless integration with LAN devices with the proposed CPE. As part of designing the network the bidder shall study the existing IP addressing scheme and shall revise the same to suit the new architecture. If required, bidder may be asked to submit the IP Schema document. IP Schema document to at least cover the details of old IP scheme and the new changed/remodelled scheme to suit the requirement of the project and comply with the new architecture addressing the scalability. Post approval from SMC/SSCDL on IP schema Bidder has to configure the IPs along with related protocol till CPE devices as part of the managed services and ensure its seamless integration with the existing LAN network.

- 9. Solution designed should adhere to the IP-QoS without any extra investment by the SMC/SSCDL. QoS shall basically include but not limited to packet prioritization, bandwidth prioritization at the application/source IP/ target IP level.
- 10. Bidder shall ensure that the network deployed should be IPV4 as well as IPv6 compliant.
- 11. It is the responsibility of the bidder to provide all the last mile terminating devices including MUX, Modem, VPN Concentrators, Media Convertors, Switches, Routers, Power Backup for device, etc. along with all passive cables required (Like Power Cable, RJ45 Patch Cords required to connect bidder's CPE to SMC CPE). Any active or passive component inadvertently missed out, but required to meet the SLA, shall be provided by the bidder at no extra cost.
- 12. The bidder shall be required to supply, install, commission and maintain the network rack (with PDU/Power Strip) along with UPS and necessary earthling at various location as per the request order for the contract duration
- 13. Also in case of office renovation or due to any other circumstances if network rack shifting along with the all active & passive components attached to it, bidder is required to relocate to new location within same premise at no extra cost to SSCDL/SMC.
- 14. For places residing at same physical location can have single last mile connectivity. However, bandwidth provisioning should be delivered separately from CPE for each separate connectivity requirement for each places (Scenario where for different departmental offices sharing common Compound Wall or common Premise boundary or two premises are within distance of 100 meters, in that case individual bandwidth may be aggregated for those places for and single bandwidth may be provisioned).
- 15. As part of ILL Service provider must provide Public IP pool of 128 IPs each for IPv4 and IPv6 at DC. If required the bidder will be asked to configure the reverse lookups at these IP's.

## 10.7 MPLS L3 VPN/ Leased Line WAN (Intranet, Last Mile Connectivity)

- 1. The bidder shall study the existing setup and design the new WAN architecture under this project to meet the intended objectives and scope of the project. The bidder shall provide End to End connectivity to all the office/buildings of the SMC including the Special Sites and Data Centre sites.
- 2. In addition to the provisioning of connectivity, Bidder shall also provide all the WAN equipment (Routers, MUX, VPN Concentrators, Modems, etc.) required under this engagement for the successful commissioning of the network.
- 3. The solution should be capable of supporting the communication requirement of the SMC/SSCDL over the contract period. The bidder is not only required to provide MPLS/ Leased Line/Dark Fiber VPN connectivity at all these locations, but also maintain and upgrade the WAN connectivity over the period of 7 years as and when required.
- 4. Additionally, the bidder shall also be responsible for providing connectivity for the sites which SMC/SSCDL intends to cover over the contract period of 7 years.
- 5. Bidder to ensure that all the fiber laid shall have to be underground through proper ducting as per the prevailing guidelines by the statutory authority.

- 6. For locations where bandwidth required is 5 Mbps and above, last mile for such locations must be (100%) on fiber media. For bandwidth requirements below 5 Mbps, the bidder can propose the last mile as either Fiber or RF depending on their feasibility. In exceptional cases, SMC/SSCDL may relax this requirement if it is due to feasibility issues, considering the criticality of the location/connectivity.
- 7. At locations where last mile proposed by bidder in such cases 3m/6m/9m/15m pole by bidder for LOS is allowed on Roof Top/Terrace of the building and for rest of feasibility ground base tower should be proposed
- 8. The bidder shall be required to provide maintenance services for the WAN connectivity at all the sites covered under this engagement (planned initially or later).
- 1. The bidder shall carry out necessary preventive maintenance activities to ensure maximum uptime. The bidder shall be required to carry out breakdown maintenance promptly to meet the SLAs requirements.

## 10.8 Bandwidth Provisioning

#### A. Intranet Bandwidth:

The bidder shall implement the solution in and provision the network bandwidth as per details given in Section 13. The bidder shall be responsible for upgrading its infrastructure, including the last mile, to meet the requirements of the SMC/SSCDL, at no additional cost to the SMC/SSCDL. The network & bandwidth should meet following requirements:

- SMC may order an increase/decrease/termination/withdrawal in bandwidth, which bidder shall take into account and accordingly billing should be revised / terminated for that particular links and payment of same will be made on Pro-rata basis.
- SMC may order an increase or decrease in bandwidth, which bidder shall take into account.
   The bidder should complete the task of increase or decrease of bandwidth within 15 days of communication in this regard.
- Certain locations covered in BRTS OFC RFP are also included in this RFP to provide the connectivity till the same locations commissioned and made go live in BRTS OFC RFP. Connectivity of same shall be terminated once they go live in other RFP.

## B. Internet Bandwidth at DC/CCC:

SMC/SSCDL is procuring Centralized internet bandwidth at DC/CCC and the same will be distributed to various SMC locations throughout the city over MPLS/Lease line Intranet connectivity covered in this RFP as well as through connectivity provided under BRTS OFC RFP. The requirement of the Internet Bandwidth is as mentioned in Section 13.

#### 10.9 Network Security

Considering the criticality of the project and importance of the data, the bidder will ensure the
security as per the industry standards and policies and guidelines as recommended by
Government of India from time to time. All active components provided by the bidder till CPE

- shall have adequate security provisions, to protect itself from any security attack including but not limited to DoS.
- Bidder has to ensure that the link provided is a secure from end to end including MPLS Cloud/ Leased Line, last mile.
- All the network solution offered by the bidder shall have the security provisions to prevent any unauthorized access to anybody including bidder or its partners. SMC/SSCDL may reserve the right to get testing of components/ equipment supplied under this contract by any designated Third Party Agency.

## 10.10 Supply, Installation and Commissioning of Network Infrastructure

- 1. The Bidder to perform site inspection to verify the appropriateness of the sites before installation /commissioning of the MPLS/ Leased Line/Dark Fiber network.
- 2. Bidder has to ensure the support of the equipment is for contract period and in case of equipment becoming the End of Life on or before contract period, then it should be supported with the similar or higher version of equipment for O&M requirements. A certification from OEM stating this support period details is required to be submitted along with the bid.
- 3. The supply and installation of all connecting cables between routers, modems and other equipment shall also be the bidder's responsibility. The bidder to also ensure proper structured cabling at each office location/ wherever required. It shall be the responsibility of the bidder to bring all the tools required for the installation, upgrading and commissioning of the equipment/ network
- 4. All cabling up to CPE should be done with proper clamping. The cabling should be neat and structured with PVC pipe casing.
- 5. It shall be the responsibility of the bidder for providing required "Electrical ground" at all points, as required by the bidder, if necessary. SMC/SSCDL will not take any responsibility of equipment going bad due to non-availability of proper earthling and unstable power.
- 6. The system shall be subjected to inspection at various stages. Local regulation/ codes shall be followed at all times. The bidder shall follow all Safety Regulations and practices. At all times clean work area should be maintained which is free of debris and waste materials etc.
- 7. The bidder shall not cause any damage to the SSCDL/SMC's (or any other) premises and property and shall perform restoration if any damage occurs. Trenches, path-cutting etc. shall be back-filled and restored to the original condition immediately after laying of the conduit/cable. The bidder shall plug conduits and entrance holes where the cabling has been installed with suitable sealing material to restore it to its original/best state. Wherever needed, the bidder shall have to retrofit existing facilities in order to install the new system.
- 8. Bidder shall supply equipment (installation material, accessories, consumables and toolset used for installation) as per the contract Bill of Material.
- 9. Delivery reports shall comprise of at least the details of the installation, commissioning of each and every component of the agreed bill of material. Such delivery reports shall be approved by the concerned officers of the SMC/SSCDL.

## 10.11 Testing Plan and Testing Methodology

Before the installation and commissioning phase, the bidder shall prepare the test plan and test methodology for the connectivity at the SMC offices. The same has to be submitted to SMC/SSCDL. Any changes as suggested by the SMC/SSCDL have to be incorporated. This testing plan and testing methodology adopted to test the connectivity at SMC office once frozen has to be strictly abided by.

## 10.12 Partial Acceptance Test (PAT)

- 1. Date of site offered for PAT shall be considered as the date of implementation in case the site is accepted during the 1st visit for PAT. In case the site is accepted during the 2nd or 3rd or subsequent visits for PAT, the date of successful PAT will be the date of implementation for such sites.
- 2. Billing Period for particular link also will be commence from the date of successful commissioning letter given by SMC/SSDL
- 3. The PAT shall be twofold: for Site Installation Report and Bandwidth & Quality Test from NOC
- 4. The PAT shall be conducted as per the milestones specified in this RFP
- 5. SMC/SSCDL may change the locations priorities in respective phases which Service Provider have to take into consideration. However, SMC/SSCDL shall give in writing which locations priorities to be changed before the start of each phase.
- 6. The SMC/SSCDL shall nominate an agency for conducting partial acceptance testing on its behalf.
- 7. The Service Provider is responsible for offering the sites for acceptance to the SMC/SSCDL after the testing has been completed.
- 8. The Service Provider shall be submitting the testing reports to the SMC/SSCDL for their reference during the acceptance exercise for each location.
- 9. The Service Provider shall prepare the required test cases and test data to test each and every component as specified in the bill of material, such test data shall be approved by the concerned officers of the SMC/SSCDL. In addition to test data, bidder should also provide test plan, testing methodology for each component
- 10. On the successful acceptance of offices/ locations with operational LAN , configured WAN, Bandwidth & Quality Test and other components under this engagement, the SMC/SSCDL shall provide approval to selected bidder for transitioning from existing network to the new network
- 11. The SMC/SSCDL or its representative may be carry out the functional and physical acceptance of some of the selective sites or all sites under the PAT. The bidder is expected to offer its full co-operation in the process. Moreover, it is pertinent to mention testing would be conducted as and when new modifications are implemented by the bidder. The bidder shall be required to extend full support for such exercise throughout the currency of the Contract.

## **PAT for Site Installation**

The partial acceptance testing will involve testing by the SMC/SSCDL for the operational LAN (new or existing), configured WAN equipment and all other components under this engagement. The selected bidder shall be required to prepare the forms and formats for facilitating the acceptance exercise by the SMC/SSCDL of each equipment being deployed or integrated by the bidder under this engagement.

## **PAT for Bandwidth and Quality Test from NOC**

The selected bidder shall conduct the Bandwidth & Quality test in the presence of the SMC/SSCDL or a representative of the SMC/SSCDL. Some Sites shall be selected at random / all sites shall be selected and Bandwidth Test shall be conducted. The Quality Test shall be conducted to test Packet Drop, Latency and Bandwidth Availability etc. The NOC thus should have provision to conduct these tests for ensuring the success of the project.

#### 10.13 Transition of existing locations to MPLS/ Leased Line/Dark Fiber Network

- 1. The Service Provider shall submit the transition plan, which shall give the detailed plan & approach for the transition of existing network to the new network, in a site wise manner.
- 2. The Service Provider should complete the transition within shortest time after acceptance of PAT. The completion would be fully tested and with no hindrances within a reasonable downtime of not more than 2 hours per WAN Link. The permission required for the planned down time will be approved by the SMC/SSCDL. The site-wise schedule for transition from existing to the new network shall be drawn-up by the Service Provider in consultation with the SMC/SSCDL. If the transition from the existing network to the new network is successfully completed, the SMC/SSCDL may proceed further for Final Acceptance Testing.

## 10.14 Final Acceptance Testing (FAT)

- 1. After successful implementation at all the sites on MPLS/ Leased Line/Dark Fiber network, the Test shall be conducted by the SMC/SSCDL or its nominated agency. Basic contours of the testing would be inclusive of but not limited to:
  - Availability of all services shall be verified
  - The bidder shall provide list of offices ready for FAT which would include all the details
    of the equipment that has been installed at each and every office along with the
    bandwidth provided.
  - Detailed test plan and test cases shall be defined by bidder which shall be verified by the SSCDL/SMC or designated agency.
  - Service Provider shall arrange the test equipment required for verification. The Service Provider shall also be responsible for providing documented test results.
  - Final Acceptance Testing report shall include the site wise performance report of WAN.
     It shall also include the plan by which bidder aims to achieve the SLAs. The report should at least cover the testing of all equipment and the results of the test required to pronounce it as successful/ unsuccessful testing. The reports should be dully signed by bidder and SMC/SSCDL
  - The date on which Final Acceptance Certificate is issued shall be deemed date of the Go-Live of SMC/SSCDL network.

- SLA s shall be applicable from the date of go-live for respective request order.
- 2. Central Testing shall be done using the appropriate tools and systems. The Service Provider shall be responsible for providing such tools and systems so that the Final Acceptance Testing can be conducted centrally.

## 10.15Annexing of new office location

Whenever SMC/SSCDL opens a new office, order will be placed with the selected bidder at the contracted price. The selected bidder shall carry out site-survey at new location for feasibility of location over wired or wireless connectivity as per the bandwidth and last mile criteria shared in the RFP. Bidder is required to implement and commission the location within 4 weeks from the date of work order. Payment liability for any such new links will commence after successful PAT. The payments will be made as per the approved rates for respective bandwidth.

## 10.16 Operation and Management of SMC/SSCDL Enterprise Network

The service provider shall be bound by the Service Level Agreements (SLA) under the contract and is required to provide the support services during the 7 years of Operations & Maintenance period. This phase will commence from the successful Go-Live of the project as notified by the SMC/SSCDL under this engagement. The service provider shall monitor and do proactive monitoring by NMS available at their premises, however for SLA validation and to monitor the health of the network service provider Service Provider is required to provide access to Network Monitoring System to SMC / SSCDL.

Given below is an initial group of tasks to be performed by the bidder for support services. SMC/SSCDL may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

# 10.17Operation, Monitoring, Maintenance and Management of Network services at DC/ CCC and other critical locations of SMC

Given below is an initial list of tasks to be performed by the bidder for support services. SMC/SSCDL may direct Service Provider to perform any additional / similar tasks, as per its requirement during the contract period.

#	Services			
1.	8, 11, 11, 11, 11, 11, 11, 11, 11, 11, 1			
	and MUX, Modem installed for the project			
2.	Rectifying problems / faults of all Router and Switches reporting the status to			
	SMC/SSCDL IT cell			
3.	Orderly Start-up and Shutdown of all network infrastructure (supplied as part of project)			
	as per the laid down procedures mutually finalized by SMC/SSCDL and Selected bidder			
4.	Incident wise reporting, Link Availability, Loss of Link Availability, Historical trends for			
	Availability must be reported to SMC/SSCDL IT Cell			
5.	Daily monitoring of WAN, manual testing, Rectifying and reporting the status to			
	SMC/SSCDL IT cell.			
6.	Maintaining an updated inventory / asset list of complete IT Network Infrastructure			
7.	Protocol migration to any protocol as and when required			
, .	3 7 F			

#	Services			
8.	Maintain and update LAN and WAN diagrams with relevant details			
9.	Replacement of supplied equipment in case if the hardware is faulty or any parts is non-functioning			
10.	Installation, Uninstallation, re-installation of IOS of Routers and Switches (supplied as part of project scope) due to reasons of bugs, etc.			
11.	Services for link / devices augmentation / deletion, relocation / connection / disconnection etc.			
12.	Monitoring the network to ensure committed bandwidth at each location. Maintaining the latency below specified limit.			
13.	Daily monitoring of Internet Leased Line provided under this document.			
14.	Bandwidth Utilization monitoring and reporting the status to SMC/SSCDL in case the utilization on the constant basis is exceeding 80%.			
15.	If required for ILL, providing services of DNS Server and Domain Resolution			

## **Bandwidth Management**

The Network should also be capable of providing Bandwidth on Demand

## 10.18 RACI (Responsibility, Accountability, Consult and Inform) Matrix

#	Activity	SMC / SSCDL	РМС	OFC Vendor	Leased Circuit Provider
A	ctivities at edge / spoke location for leased o	circuit			
1	Supplying, installing, configuring, upgrading and maintaining CPE at all edge location under managed leased circuit order.	С	I		R, A
2	Getting approval for space, Raw power and permission to leased circuit provider for installation of network rack along with UPS and earthing at required/specified sites and maintenance of the same	C	I		R, A
3	Patching and extending connectivity from CPE (provided by leased circuit provider) to LAN.	C	I		R, A
4	Providing and maintaining last mile leased circuit connectivity at all required locations with port and IP details.	С	I		R, A
5	Patching between existing network infrastructure (Managed switch provided by ITCS vendor through separate tender) and lease circuit.	С	I		R, A

#	Activity	SMC / SSCDL	PMC	OFC Vendor	Leased Circuit Provider
6	Configuring and maintaining existing network infrastructure (Managed switch provided by ITCS vendor through separate tender) to integrate with leased circuit.	R, A	I		С
7	Maintaining SLA for existing network (Managed switch provided by ITCS vendor through separate tender) infrastructure.	R, A	C		
8	Maintaining SLA for leased circuits provided under this RFP	С	С		R, A
A	ctivities at Muglisara NoC / CCC / DC / hub	location f	or leas	ed circuit	
1	Providing space, power and permission to leased circuit provider for installation of rack and equipment.	R, A	I		С
2	Providing access to the existing network infrastructure (Core and Internet Routers installed by OFC vendor) for connecting last mile and Internet circuits.	I	I	R, A	С
3	Providing and maintaining leased circuit last mile and Internet connectivity at NoC / CCC / DC / DR locations with port and IP details.	I	I	C	R, A
4	Patching between existing network infrastructure (Core and Internet Routers installed by OFC vendor) and lease as well as Internet circuits, configuring, integrating and maintaining existing network infrastructure to integrate with leased and Internet circuits.	I	I	R, A	С
5	Maintaining SLA for existing network infrastructure (Active + passive network installed by OFC vendor).	C	C	R, A	
6	Maintaining SLA for leased and Internet circuits.	С	C		R, A
7	Providing SMC locations' LAN IP pool to leased circuit provider for routing.	R, A	I		С
8	Ensuring successful integration of traffic from all leased and Internet circuits with active equipments of OFC network without any impact on proposed connectivity of OFC network.	I	I	R, A	С

## 10.19 Helpdesk Support Services

As part of Overall project scope, the Service provider will provide the necessary support services for complaint registration related to network availability/uptime across office locations covered as part of the Scope. The detailed activities to be carried out by Service agency are listed below:

The Helpdesk services should be running 24x7x365. The Bidder has to propose a setup hunting telephone lines for lodging telephonic service request, as well as an email ID, which is monitored 24x7x365.

Given below is an initial list of tasks to be performed by the bidder for support services. SMC/SSCDL may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

#	Services				
1.	24x7x365 Call center/support center, Call Logging for queries / services / complaints				
1.	(Trouble Ticketing)				
2.	Facility to log calls through telephone / mobile, e-mail or service desk software or through				
	personal messenger.				
	Proactive monitoring has to be done by service provider to reduce the resolution time in				
	case of any link failure. Proactive monitoring should have mechanism of auto generation				
	of link down request for faster resolution. Ticket raise information should be informed to				
	SMC IT Department.				
3.	Recording redressal of complaints in the Service Desk Software, Call closure				
4.	Ensuring the resolution of the complaints in the shortest possible time. To escalate call				
	internally if the same is not redressed by respective field representative of the vendor or				
	requires intervention of higher official.				
5.	Incident Management				
6.	Call analysis and generation of reports using a computerized tool for uptimes and SLA's.				
7.	Bidder shall keep CCC / IT Department management team informed about the progress				
	by contacting SMC administration / management at regular intervals.				
8.	Assigning a dedicated senior account manager as a SPOC for all the services/issues as				
	listed in this RFP.				
9.	To provide the outage report on its closure listing the reasons for the same.				
10.	Any other help / service desk related services not listed above but required for smooth				
	functioning of help / service desk services as directed by SMC				

#### Network Management

Network Mana	gement	
	Simplifies detection, diagnosis, & resolution of network issues before outages	
	occur	
	Tracks response time, availability, & uptime of routers, switches, & other	
	SNMP-enabled devices	
	Shows performance statistics in real time via dynamic, drillable network maps	
	Includes dashboards, alerts, reports, & expert guidance on what to monitor &	
	how	
Network	Automatically discovers SNMP-enabled network devices & typically deploys in	
Performance less than an hour		
Monitor	Provides network views in an intuitive graphical format	
	Discovers network devices and provides a map to illustrate the structure of the	
	network	
	Provides the status of devices and segments	
	Help network administrators prevent problems by identifying potential	
	trouble spots before a failure occurs	
	Automatically discovers, maps and monitors switches, ports, and network	
	devices	

RFP for	r Implementation of Leased Line/MPLS/Dark Fiber for SMC locations			
	Quickly finds devices and retrieves user name, port details, connection history			
	and more			
	Enables searching on IP address, user name, Hostname or MAC address to			
	track endpoints			
Allows white listing and watch lists with automatic alerts and click				
	port shutdown			
	Provides detailed switch port usage data, capacity analysis, and built-in			
	reporting			
	Enables bulk change deployment to thousands of devices			
Network	Performs automatic, scheduled network configuration backups			
Configuration	Protects against unauthorized & erroneous network changes			
Manager	Detects & reports on network compliance policy violations			
	Provides real-time network inventory & asset service management			
	Monitors network bandwidth & traffic patterns down to the interface level			
	Identifies which users, applications, & protocols are consuming the most			
	bandwidth			
	Highlights the IP addresses of top talkers			
	Analyzes Cisco NetFlow, Juniper J-Flow, IPFIX, sFlow, Huawei NetStream &			
Net-Flow	other flow data			
Traffic	Typically deploys in less than an hour			
Analyzer	Monitoring tools include Real-Time Interface Monitor, SNMP Real-Time			
	Graph			
	Diagnostic tools include Ping Sweep, DNS Analyzer, and Trace Route			
	Network discovery tools include Port Scanner, Switch Port Mapper, Advanced			
	Subnet Calculator			
	Management tools include Real-time NetFlow Analyzer, Config Downloader			
	Centralizes IP infrastructure management, monitoring, alerting and reporting			
	Automatically scans IP address space at customizable, scheduled intervals			
IP Address	Consolidates multi-vendor DHCP/DNS management via a single, integrated			
Management	interface			
Software	Delivers real-time, at-a-glance dashboard visibility along with historical			
	tracking			
	Provides active IP address conflict detection and preventative alerts			
	Monitors VoIP call Quality of Service (QoS) metrics including jitter, latency,			
VOiP Network	packet loss, and MOS			
Quality	Correlates call issues with WAN performance for advanced troubleshooting			
Manager	Searches & filters call detail records			
	Monitors site-to-site WAN performance			

- Bidder should submit the reports on a regular basis in a mutually decided format.
- Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients
- The detailed list of reports as well as templates will be decided once the bidder is onboarded
- Bidder should also submit certain information as part of periodic review as and when required by the SMC/SSCDL

The minimum set of reports required are as given below. SMC/SSCDL may request such reports at any time irrespective of a predefined scheduled. Moreover, any new report may be requested by SMC/SSCDL during the tenure of the contract.

Daily Report	Summary and details of the complaints raised, resolved complaints and open complaints with time duration and details of resolution of activities
Fortnightly Reports	<ul> <li>Summary of issues / complaints logged at the Help Desk</li> <li>Summary of NMS, other performance monitoring tools</li> <li>Summary of resolved, unresolved and escalated issues / complaints</li> </ul>
Monthly Reports	<ul> <li>Consolidated SLA / (non)-conformance report</li> <li>Network Traffic Analysis, pattern identification and suggestions for improvement across SMC</li> <li>Bandwidth utilization as measured at aggregation point as well as on individual links</li> </ul>
Quarterly Reports	<ul> <li>Uptime, Downtime and performance report for each link</li> <li>Summary of issues / complaints with resolution time</li> <li>SLA compliance Report for the Quarter</li> </ul>
Incident Reporting	<ul> <li>Detection of security vulnerability with the available solutions / workarounds for fixing</li> <li>Hacker attacks, Virus attacks, unauthorized access, security threats, etc. – with root cause analysis and plan to fix the problems</li> </ul>

## 10.20 Audit Observations and Compliance

SMC/SSCDL is subjected to various audits [internal / external]. In the event of any observation by the audit team the same will be intimated to the Bidder. The Bidder is required to assist the SMC/SSCDL for compliance of the same.

#### 10.21 Change Requests (Rate Contract)

The approved rate of the selected bidder shall be considered as the rates under rate contract and the same will be valid for the period of 7 years. SMC/SSCDL will use this rates for expansion of the existing network i.e. inclusion of new locations and upgradate/downgrade of bandwidth at existing location. It has been observed that there is a considerable price reduction in cost of Domestic and Internet bandwidth during last few years. Hence, SMC/SSCDL will review the prices at end of every year and Service Provider is required to match the prevailing market prices as per TRAI regulations.

SMC/SSCDL may request the selected bidder to make changes in the network (WAN/LAN). These requirements shall be termed as "Change Requests" and cost for these quantities shall be discovered as part of the commercial bid. The SMC/SSCDL shall issue "Change Requests" on need basis.

#### Scenario 1: Addition of a new site

This scenario will occur when SMC/SSCDL may intend to extend the network to a new site, which is not envisaged as of now. Considering various factors, SMC/SSCDL will finalise the bandwidth

requirement and accordingly the request order will be placed to the service provider for provisioning of the connectivity.

## Scenario 2: Closure of an existing site

This scenario will occur when SMC/SSCDL intends to close of its existing sites/ offices. The service provider will be notified for such closure. Recurring billing for the site shall end by the end of the month in which such notice for closure is issued.

## Scenario 3: Change of bandwidth

This scenario will occur when SMC/SSCDL intends to increase or reduce the bandwidth available at a particular location. The service provider will be notified for such change and the same shall be completed by the bidder on or before the end of the respective month. The revised rate shall be considered from such change from the next month and payment shall be made on prorate bases.

## 10.22 Resource Requirement

The selected bidder shall be required to identify and appoint a senior responsible person as a Project Manager. The same should be available locally at Surat. S/he will be required to constantly interact and coordinate with SMC/SSCDL and appointed agency for the timely rollout of the project. S/he will visit SMC/SSCDL or any other office on a short notice.

The Project Manager will perform the following roles & responsibilities:

#	Role	Responsibility	
1	Project Manager	<ul> <li>Plans and manages the activities for successful completion of the project</li> <li>Manages quality assurance and Ensures compliance with policies and procedures</li> <li>Defines the phase deliverables and is responsible for meeting project milestones</li> <li>Establishes appropriate metrics for measuring key project</li> </ul>	
		<ul> <li>Establishes appropriate metrics for measuring key project criteria</li> <li>Participate in periodic reviews</li> <li>Management Summary to Reports and Root Cause Analysis with Technical Specialist</li> <li>Planning and Execution</li> <li>Co-ordination with SMC /SSCDL</li> </ul>	

## 11 Technical Specifications

The bidder must clearly specify the technology offered i.e. Point to Point or MPLS VPN or Dark Fiber as per below.

## 11.1 Technology/Solution Offered for Intranet (Leased Line/MPLS L3 VPN/Dark Fiber)

#	Description/Requirement	Technology Proposed	Technology/Solution Offered
1.	Specify Technology Offered	Point to Point Leased	
		Line	
		or	
		MPLS L3 VPN	
		or/And	
		Dark Fiber Solution	

## 11.2 Internet Service/Provider

#	Description/Requirement	<b>Documents Required</b>	Bidder
#	Description/Requirement	Documents Required	Compliance (Yes/No)
1.	Valid Class 'A' ISP License or Unified Access Service License (UASL) from govt. of India	License document	
2.	The bidder ISP must have direct peering (connectivity) with Tier 1 carrier.	Self-Certification with detail of Peering on bidder's letter head to be attached.	
3.	The bidder ISP must have fully resilient and self-healing Network architecture, on fibre medium, for the domestic backbone up to the international gateway in India.	Self-Certification on bidder's letter head to be attached.	
4.	The international connectivity must have at least One of Trans-Atlantic or Trans pacific routes.	Self-Certification on bidder's letter head to be attached.	
5.	Internet Bandwidth to be provide must be Full Duplex, Dedicated (1:1), uncompressed and unshared Internet.	Self-Certification on bidder's letter head to be attached	
6.	ILL Service provider must provide Public IP pool of 128 IPs each for IPv4 and IPv6 at DC/CCC. If required the bidder will be asked to configure the reverse lookups at these IP's.	Self-Certification on bidder's letter head to be attached	

## 11.3 UPS for Access/Branch Locations

#	Parameter	Minimum Specifications	Bidder Compliance (Yes/No)
1.	Output Wave Form	Pure Sine wave	·
2.	Input Power Factor at Full Load	>0.90	
3.	Input	Single Phase <b>0.5</b> KVA Minimum	
4.	Input Voltage Range	170-270 VAC at Full Load	
5.	Input Frequency	50Hz +/- 3 Hz	
6.	Output Voltage	230V AC, Single Phase for 1 KVA UPS	
7.	Output Frequency	50Hz+/- 0.5% (Free running); +/- 3% (Sync. Mode)	
8.	Inverter efficiency	>90%	
9.	Over All AC-AC Efficiency	>85%	
10.	UPS shutdown	UPS should shutdown with an alarm and indication on following conditions  1)Output over voltage  2)Output under voltage  3)Battery low  4)Inverter overload  5)Over temperature  6)Output short	
11.	Battery Backup	30 minutes in full load	
12.	Battery	VRLA (Valve Regulated Lead Acid) SMF (Sealed Maintenance Free) Battery	
13.	Indicators & Metering	Indicators for AC Mains, Load on Battery, Fault, Load Level, Battery Low Warning, Inverter On, UPS on Bypass, Overload, etc.  Metering for Input Voltage, Output Voltage and frequency, battery voltage, output current etc.	
14.	Audio Alarm	Battery low, Mains Failure, Over temperature, Inverter overload, Fault etc.	
15.	Cabinet	Rack / Tower type	
16.	Operating Temp	o to 50 degrees centigrade	
17.	Management Protocol	SNMP Support through TCP/IP	

## 11.4 12U Rack Cabinets (Indoor Locations)

The suggested technical specifications for the 12U Rack Cabinets are as follows:

#	Parameters	Minimum Specifications	Bidders Compliance (Yes, No)
1.	Network Rack Size	<ul> <li>12U ISO certified Wall mounted</li> <li>Doors with Lock &amp; key</li> <li>Powder coated Steel cabinet, with glass door for clear visibility</li> </ul>	
2.	Accessories	<ul> <li>Min. 1 Cooling Fan</li> <li>1 Cable Manager</li> <li>1 Equipment placement tray</li> <li>5 Socket Power Strip/PDU</li> </ul>	

**Declaration**: I / We have thoroughly read, studied and understood the instructions of the RFP documents, formats as well as the terms and conditions referred to hereinabove and the same are acceptable to me/us.

Place:	Signature of Authorized Person
Date :	Designation:
Seal/ Stamp :	Name:

## 12Formats for Technical bid

#### 12.1 Bid Cover Letter

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

Date: dd/mm/yyyy

To
The General Manager IT,
Surat Smart City Development Ltd.
115, Smart City Cell,
Surat Municipal Corporation – Head Quarter,
Muglisara, Main Road, Surat – 395003, Gujarat.

Subject: Implementation of Leased Line/MPLS/Dark Fiber for SMC locations

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

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for **Implementation of Leased Line/MPLS/Dark Fiber for SMC locations**. We attach hereto our responses to prequalification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Surat Smart City Development Limited, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SSCDL in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so and SSCDL is free to take legal action against us for submitting such misleading information.

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

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

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

Signature of Authorized Signatory (with official seal)

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

## 12.2 Technical Documents Checklist

#	Documents to be submitted	Documentary Proof (Page No.)
1.	DD/Banker's Cheque of Rs. 18,000/- as RFP Fee (in separate envelop)	
2.	EMD of Rs 25,00,000 /-	
3.	Bid Covering Letter	
4.	Power of attorney / board resolution to the authorized Signatory of the RFP.	
5.	Particulars of the Bidders (Form TQ 1)	
6.	Copy of Certificate of Incorporation	
7.	Self Declaration on Company's letter head dully signed and stamped from Company's Secretary specifying about presence in in the business of Voice or Data Bandwidth services	
8.	Copy of Valid Licenses	
9.	Details of Annual Turnover for last three financial years 2015- 16, 2014-15, 2013-14 ( Form TQ2)	
10.	Declaration letter that the firm is not debarred / blacklisted by Central Government or any State Government organization / department / PSU in India at the time of submission of the Bid, in the format given in the RFP (Form TQ 3)	
11.	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years ( Form TQ 4)	
12.	Certificate from the statutory auditor/ CA towards positive net worth of the company for last three financial years 2015-16, 2014-15, 2013-14 (Form PQ 5)	
13.	Copy of Audited Balance Sheet for last three financial years 2015-16, 2014-15, 2013-14 Incorporation	
14.	Copy of the audited Profit & Loss Statements for last three financial years 2015-16, 2014-15, 2013-14	
15.	Supporting Documents for local Office Surat	
16.	Copy of VAT & Service Tax registration	
17.	Copy of PAN registration	
18.	Copy of the Income Tax Registration	
19.	Affidavit – Form TQ_6	
20	Technical Compliances as per Section 11	

## 12.4 TQ\_1: Bidder Information Format

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

To whomsoever it may concern,

## **Bidder information Format**

Please find below the details of bidder for participation in "selection of agency for setting up fiber backbone network for Surat city

#	Particulars	Bidder
1	Name of the organization	
2	Type of Organization (Pvt. Ltd/ Public Limited)	
3	Country of registered Office	
4	Address of Registered office	
5	Company Registration Details	
6	Date of Registration	
8	PAN/ Equivalent	
9	VAT/ Equivalent	
10	Service Tax No	
11	Address of Registered office in India	
12	No of years of operations in India	
13	Authorized Signatory Name	
14	Authorized Signatory Designation	
15	Authorized Signatory Contact Details	

Yours Sincerely,

Signature of Authorized Signatory (with official seal)
Name :

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

## 12.5 TQ\_2: Bidders Annual turnover

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

Date: dd/mm/yyyy

To

The General Manager IT,
Surat Smart City Development Ltd.
115, Smart City Cell,
Surat Municipal Corporation – Head Quarter,
Muglisara, Main Road, Surat – 395003, Gujarat.

**Subject:** Implementation of Leased Line/MPLS/Dark Fiber for SMC locations

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Implementation of Leased Line/MPLS/Dark Fiber for SMC locations.

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

#	Details	FY 2014-15 (in Crores) (ii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Lead Bidder		

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
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 :

Surat Smart City Development Ltd (SSCDL)

Address : Telephone& Fax : E-mail address :

## 12.6 TQ\_3: Self Declaration - No Blacklisting

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

Date: dd/mm/yyyy To The General Manager IT, Surat Smart City Development Ltd. 115, Smart City Cell, Surat Municipal Corporation – Head Quarter, Muglisara, Main Road, Surat - 395003, Gujarat. Sir/Madam, In response to the Tender Ref. No. \_\_\_\_ dated for Implementation of Leased Line/MPLS/Dark Fiber for SMC locations, as an owner/ partner/ Director of \_\_\_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_\_is not blacklisted or debarred by any 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

## 12.7 TQ\_4: Auditor's Certificate for turnover for bidder

< To be provided on Statuary auditor / CA Company's letter head>

Date: dd/mm/yyyy

To

The General Manager IT,

Surat Smart City Development Ltd.

115, Smart City Cell,

Surat Municipal Corporation – Head Quarter,

Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

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

Sr.No.	Financial Year Ending	Annual Turnover (Rs in Crores)
1.	31st March, 2014	
2.	31 <sup>st</sup> March, 2015	
3⋅	31st March, 2016	
	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

## 12.8 TQ\_5: Auditor's Certificate for networth for bidder

< To be provided on Statuary auditor / CA Company's letter head>

Date: dd/mm/yyyy

To

The General Manager IT,

Surat Smart City Development Ltd.

115, Smart City Cell,

Surat Municipal Corporation – Head Quarter,

Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

This is to certify that the Networth as per books and records of \_\_\_\_\_\_ for the following financial years are as under.

Si	r.No.	Financial Year Ending	Networth (Rs in Crores)
	1.	31st March, 2014	
	2.	31st March, 2015	
	3⋅	31st March, 2016	

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 :

#### 12.9 TQ\_6: Affidavit

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

#### Name of work:

- 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 has been rescinded during last five years, prior to the date of this bid.
- I/We the undersigned, hereby declare that the services and link/connectivity offered as part of our bid are in compliance with the regulations laid down by Government of India and its statutory bodies. I/We further under take that our company is authorised to provide the same as per the norms laid down by the statutorily authority of India.
- We further ensure that we would be held fully responsible for compliance of such above norms and would be fully responsible for violations if any with regards to such norms and SMC/SSCDL will have all rights to reject our bids and take actions including but not limited termination and blacklisting of our organisation.
- 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 to verify our statements or our competence and general reputation etc.
- 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.
- The 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 representative of SSCDL to verify statements and information provided in the RFP or with regard to the resources, experience and competence of the Applicant.

Signed by the Authorized	l Signatory of the firm	
Title of the office:		
Name of the firm:		
Date:		

## 12.10 Format for Bank Guarantee for Bid Security (Earnest Money Deposit)

## << To be printed on Rs. 100/- Stamp Paper >>

This	Deed	of	Guarant	tee is	made	on	this	a	day	of _	, 2017 at
			, Sur	at (he	reinafter	refe	erred to	o as "	the Ba	nk" or	Bank and having its a Branch Office at the Guarantor, which
succe Regis "Auth	ssors a tered C ority"	nd a Office whic	assigns) at	in favorsion s	our of S hall unle	urat ess it	Smart be rej	City	Develo	pment (	The deemed to include its Ltd (SSCDL), having its Thereinafter referred to as ject or context hereof be
most <b>Impl</b>	desirab <b>ement</b>	ole fii t <b>ati</b> o	rm/comp	pany fo ased	or Select Line/M	ion o	f Servi / <b>Dark</b>	ce Pro F <b>ibe</b>	vider S r for S	Selection SMC 1	ding in order to select the on of Service Provider for <b>ocations</b> which purpose
			ne of Bido of the W							s subn	nitted his Bid dated [date]
			ny breacl cument:	h or no	on-perfo	rman	ice of t	he foll	lowing t	terms	and conditions contained
(1) the Te	If the ender; o		der with	draws	or modi	fies h	nis Bid	during	g the pe	eriod o	of Bid validity specified in
(2)	If the	Bide	der refus	es to a	ccept the	e cor	rection	of err	ors in h	is Bid	; or
-		othe									unfairly the competitive and/or is not accepted by
_	eriod of	f Bid		and th				_			y the AUTHORITY during Agreement in accordance
(5)	If the l	oidde	er engage	es in fr	audulen	t or c	orrupt	practi	ces		
pay to protes substa claim	AUTH st or de antiate ed by l	ORI mur his onim	TY a sum and upo demand,	n of Indon on rece providential	lian Rup ipt of first ded that owing to	ees st wr in h	itten de is dem occuri	emand and A	(Amo l from A UTHOI	unt of AUTH( RITY v	rantees and undertakes to EMD in INR) without any ORITY, without having to will note that the amount more of the conditions,
the da	te of B	id op ch ex	ening or	as it m s) to th	ay be ext ne Bank i	ende s her	ed by th eby wa	e bidd	er on a	writter	(180 days) days from n request by AUTHORITY, n respect of this Guarantee

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 and such Bank Guarantee is encashable at Surat Branch.
IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this day ofand year first herein above written.
Signed and delivered by the
Above namedBank 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.

## 13 Commercial Bid Format & Instructions

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

Date: dd/mm/yyyy

To
The General Manager IT,
Surat Smart City Development Ltd.
115, Smart City Cell,
Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat.

Subject: Implementation of Leased Line/MPLS/Dark Fiber for SMC locations

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

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "Implementation of Leased Line/MPLS/Dark Fiber for SMC locations" do hereby propose to provide services as specified in the Bid Document referred above.

#### 1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that
  if any income tax, surcharge on Income Tax, Professional and any other corporate
  Tax in altercated under the law, we shall pay the same.

## 2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations irrespective of whatever has been stated to the contrary anywhere else in our bid.

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

#### 3. QUALIFYING DATA

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

#### 4. BID PRICE

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

## 5. CONTRACT PERFORMANCE GUARANTEE BOND

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

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

**Business Address:** 

## 13.1 General Instructions

- a. Bidder should provide all prices as per the prescribed format under this Annexure.
- b. All the prices are to be entered in Indian Rupees (INR) only.
- c. The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable. The L1 evaluation will be done exclusive of taxes but inclusive of any duties applicable to the products. The bidder to quote the duties along with the rate of products proposed for L1 evaluation.
- d. SSCDL shall be entitled to deduct tax at source or any other taxes/ cess as may be applicable
- e. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- f. SSCDL reserves the right to ask the SP to submit proof of payment against any of the taxes, duties, levies indicated.
- g. The SP needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- h. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, SSCDL retains the right to negotiate this rate for future requirement
- i. Quantities mentioned in the commercial formats are indicative in number. SSCDL may or may not procure the listed components in mentioned quantities. SSCDL has the rights to delete any of the component before final implementation. Also, SSCDL reserves the right to remove any of the line components (as per BOQ provided).
- j. The successful bidder shall not object to the upward or downward variation in quantities of any item.
- k. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for 7 years.
- l. No claim shall be entertained or become payable for price variation of additional quantities
- m. For the purpose of evaluation of Commercial Bids, SSCDL shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- n. SSCDL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to SSCDL.
- o. No escalations of prices will be considered under any circumstances

Ki joi in	ptementation	oj Leasca Lin	le/MFLS/Dur	k Fiber for SM	ic tocultons	

## 13.2 Commercial Bid Format

[Note: Price Bid is to be submitted online only. The Price Bid if submitted physically along with Technical Bid leading to revelation of prices before the due date of opening of the Price Bid will lead to disqualification.]

## Supply, Installation and Commissioning of Leased Lines /MPLS/Dark Fiber & Internet Bandwidth

	Schedule-I A: Internet Bandwidth							
#	Location	Internet Bandwidth Requirement (Mbps)	Rate / Year	Total Rates (W/o Taxes)	Tax (%)	Total Amount with Taxes		
A	В	C	D	E=D*7	F	G= E*(100+F)%		
1	Command and Control Center / Datacenter	500						
	Total							

#### **Note:**

- 1. The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column
- 2. All rates/Amount should be quoted in INR

	Schedule-I B: Rate contract for Internet Bandwidth						
#	Internet Bandwidth Requirement (Mbps)	Rate / Year	Total Rates (W/o Taxes)	Tax (%)	Total Amount with Taxes		
A	В	C	<b>D</b> =C*7	E	F= D*(100+E)%		
1	100						
2	200						
3	600						
4	750						

	Schedule-I B: Rate contract for Internet Bandwidth							
#	Internet Bandwidth Requirement (Mbps)	Rate / Year	Total Rates (W/o Taxes)	Tax (%)	Total Amount with Taxes			
5	900							
6	1000							
7	1500							
8	2000							
	Total							

## Note:

## 1. The table will not be considered for L1 calculation

- 2. The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column
- 3. All rates/Amount should be quoted in INR

	Schedule-II A: Leased Lines/MPLS/Dark Fiber for City Wide Network							
#	Leased Lines / MPLS Bandwidth (Mbps)	Locations	Rate / Year	Total Rates (W/o Taxes)	Tax (%)	Total Amount with Taxes		
A	В	C	D	E=C*D*7	F	G= E*(100+F)%		
1	2	346						
2	5	254						
3	10	78						
4	20	7						
5	30	1						
6	40	1						
7	50	6						
8	100	1						
9	1,024	1						

	Schedule-II A: Leased Lines/MPLS/Dark Fiber for City Wide Network						
#	Leased Lines / MPLS Bandwidth (Mbps)	Locations	Rate / Year	Total Rates (W/o Taxes)	Tax (%)	Total Amount with Taxes	
10	Aggregated Bandwidth for Hub Location DC/CCC (Minimum 4.2 Gbps)	1					
	Total						

#### Note:

- 1. Bandwidth requirement mentioned is indicative in nature. The actual quantity may vary at the time of implementation.
- 2. Bidder is required to provide the 2 Mbps connectivity for 154 BRTS junctions (as part of above Quantity) only till the time OFC Project is rolled out. Post that SMC/SSCDL shall decide whether to continue or discontinue the same
- 3. The rental cost should be exclusive of UPS and Network Rack. The same cost should be included in schedule II B
- 4. The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column
- 5. All rates/Amount should be quoted in INR
- 6. Bidder may quote either for Schedule II or Schedule III or both

	Schedule-II B: Rental Charges for Racks & UPS for 7 Yrs						
				<b>Total Rates</b>	Tax	Total Amount with	
#	Items	Qty	Rate / Year	(W/o Taxes)	(%)	Taxes	
A	В	C	D	E=C*D*7	F	G= E*(100+F)%	
1	12 U Racks,UPS & Earthing	362					
	Total						

#### **Note:**

- 1. The quantity mentioned above is indicative in nature and may vary at the time of implementation. SMC/SSCDL will place the order (as part of Request Order) to the Service Provider as per the requirement. The ownership of racks shall be of SMC /SSCDL
- 2. The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column
- 3. All rates/Amount should be quoted in INR

	Summary of Project Estimation						
#	Price Bid Schedule	Total Amount (W/o Tax)					
1	Schedule-IIA: Leased Lines /MPLS for City Wide Network						
2	Schedule-II B: Rate for UPS & Network Rack						
	Total						

	Schedule-III A: Dark Fiber for City Wide Network						
#	Leased Lines / MPLS Bandwidth (Mbps)	Locations	Rate / Year	Total Rates (W/o Taxes)	Tax (%)	Total Amount with Taxes	
A	В	C	D	E=C*D*7	F	G= E*(100+F)%	
1	100	686					
2	1,000	9					
3	Aggregated b/w = 8 x 10G Ports (Minimum Requirement)	1					
	Total						

## **Note:**

1. Bandwidth requirement mentioned is indicative in nature. The actual quantity may vary at the time of implementation.

- 2. Bidder is required to provide the 100 Mbps connectivity for 154 BRTS junctions (as part of above Quantity) only till the time OFC Project is rolled out. Post that SMC/SSCDL shall decide whether to continue or discontinue the same
- 3. The rental cost should be exclusive of UPS and Network Rack. The same cost should be included in schedule III B
- 4. The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column
- 5. All rates/Amount should be quoted in INR
- 6. Bidder may quote either for Schedule II or Schedule III or both

Schedule-III B: Rental Charges for Racks & UPS for 7 Yrs							
		Qty	Rate / Year	<b>Total Rates</b>	Tax	Total Amount with	
#	Items			(W/o Taxes)	(%)	Taxes	
A	В	C	D	E=C*D*7	F	G= E*(100+F)%	
1	12 U Racks Racks, UPS & Earthing	362					
	Total						

# **Note:**

- 1. The quantity mentioned above is indicative in nature and may vary at the time of implementation. SMC/SSCDL will place the order (as part of Request Order) to the Service Provider as per the requirement. The ownership of racks shall be of SMC /SSCDL
- 2. The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column
- 3. All rates/Amount should be quoted in INR

	Summary of Project Estimation				
#	Price Bid Schedule	Total Amount (W/o Tax)			
1	Schedule-IIIA: Dark Fiber for City Wide Network				
2	Schedule-IIIB: Rate for UPS & Network Rack				
	Total				

# 14 Master Service Agreement

(To be printed on Rs. 100/- Stamp Paper)

This <b>AGREEMENT</b> is made at	, Surat, Gujarat on this	day of	
BETWEEN			
, hereinafter refe	erred to as <b>"Client</b> ", or <i>"SS</i>	C <b>DL"</b> (which	expression
unless repugnant to the context therein so of the <b>FIRST PART</b> ;	hall include its administrator (	and permitted	l assignees)
AND			
registered office at "SP" or "Vendor", (which expression up successors, administrators, executors and	, hereinafter referred to as nless repugnant to the context	"Service Pr therein, shal	<b>rovider</b> " or l include its
Whereas SSCDL has envisaged to <b>Imple SMC locations</b> (hereinafter referred to a	-	'MPLS/Dark	ς Fiber for
And whereas SSCDL published the RFP to Implementation of Leased Line/MP	-		Provider for
And whereas M/sLeased Line/MPLS/Dark Fiber for S		r <b>"Impleme</b>	ntation of
AND whereas SSCDL has selected M/s Intent datedto the successfutoken of acceptance of Letter of Intent.	-		-
And whereas SSCDL and M/son the terms and conditions stipulated he		enter into this	Agreement

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

#### 1. Definitions

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

- (a) "SSCDL" means Surat Smart City Development Limited;
- (b) "Contract" means this Agreement entered into between SSCDL and the Service Provider including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Service Provider" means M/s. ----- interchangeably referred to as "SP" in the contract; and
- (d) "RFP" means the Tender Published by SSCDL (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) "Go Live or successful completion of implementation of the project" date means the day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of SSCDL.

- (f) "Deliverable" means any action / output generated by the SP while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.
- (g) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SP for this Project.

# 2. Interpretation

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

- this Agreement;
- Scope of Services for the Service Provider (hereby annexed as **Annexure I**)
- Detail Commercial proposal of the Service Provider accepted by SSCDL (hereby annexed as **Annexure II**)
- SLA to be adhered by the Service Provider (hereby annexed as **Annexure III**)
- Clarification & Corrigendum Documents published by SSCDL subsequent to the RFP for this work (hereby annexed as **Annexure IV**)
- RFP Document of SSCDL for this work (hereby annexed as **Annexure V**)
- LoI issued by the SSCDL to the successful bidder (hereby annexed as Annexure VI);
   and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as **Annexure VII**).
- Payment Schedule and Milestones (hereby annexed as **Annexure VIII**).

# 3. Term of the Agreement

The term of this agreement shall be a period of 7 years post Go Live of all Request Orders.

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Service Provider, SSCDL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 7 years post 3 months of successful running of complete network. (Note: Delay caused due to any reason not in control of the SP would not be attributed to the project period.)

SSCDL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 7 years of post-implementation period. Terms and conditions of such an extension shall be prepared by SSCDL and finalized in mutual discussion with the SP.

# 4. Payment Schedule & Milestone

The Payment Schedule & Milestone is as per the RFP and subsequent Addendum & Corrigendum released, if any. The same will form as Annexure VIII of the Contract

# 5. Scope Extension

SSCDL reserves right to extend the scope of services for the price & timelines as given in Annexure I & Annexure II to this Agreement. The SLAs applicable to this Contract shall be liable for the additional items too.

# 6. Service Level Agreement (SLA)

SSCDL is looking at a very professional approach in the project implementation and its operations. Service Provider is expected to match these expectations of the service levels given in Annexure III of this agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in as per the RFP and subsequent Addendum & Corrigendum released, if any. The same will form as Annexure III to this agreement.

# 7. Use & Acquisition of Assets during the term

# Service Providershall

- take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the "Assets" which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SP or the SSCDL for the Surat Project) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the SSCDL however, the Service Providerwould be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. so that the SLAs are not affected.
- Maintain sufficient spare inventory at all times, for all items of importance;
- keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
- ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
- take such steps as may be recommended by the manufacturer of the Assets & notified to the system integrator or as may be necessary to use the Assets in a safe manner;
- provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to SSCDL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;

- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
- Maintain standard forms of comprehensive insurance including liability insurance, system & facility insurance & any other insurance for the Assets, data, software, etc in the joint names of SSCDL & the Service Provider, where SP shall be designated as the 'loss payee' in such insurance policies; SP shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
- Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to SSCDL of this Project in an efficient and speedy manner; &
- Obtain a sign off from SSCDL or its nominated agencies at each stage as is essential to close each of the above considerations.

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

# 8. Security and safety

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

# 9. Indemnity

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

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

# 10. Third Party Claims

- a. Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii) The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
  - iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the

claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. system integrator hereby indemnify & hold indemnified the SSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- Viii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
- ix. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- x. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

# 11. Publicity

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

# 12. Warranties

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

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

Subject to the fulfillment of the obligations of the Service Provider as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by SSCDL, the Service Provider will enforce such warranties on behalf of SSCDL and pass on to SSCDL, the benefit of any other remedy received in relation to such warranties.

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

# 13. Force Majeure & Vandalism

In the event that any Damages to items due to Vandalism (physical Majeure attack by public, tampering of equipment by SMC / SSCDL staff and damage due to accidents) or due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during Warranty Period and Maintenance Period shall be the liability of SSCDL. In such case, SSCDL/Authority shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by SSCDL/Authority to the successful Bidder less of insurance proceeds if need of replacement so arise then replacement shall be on tender rates only.

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

For the SP to take benefit of this clause it is a condition precedent that the SP must promptly notify the SSCDL, in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. SSCDL, or the consultant / committee appointed by the SSCDL shall study the submission of the SP and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the SSCDL in writing, the SP shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

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

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

# 14. Resolution of Disputes

The SSCDL and the SP 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 SP are unable to resolve amicably such dispute, the matter will be referred to the Chairman, SSCDL, and his / her opinion shall be taken.

If the SP doesn't agree with the opinion of the Chairman, SSCDL, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by SSCDL and the other one to be nominated by the SP. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Surat. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

# 15. Limitation of Liability towards SSCDL

The SP's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SP shall be liable to the SSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SP and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SP or his agents or any person / persons claiming through or under said SP. However, such liability of SP shall not exceed the contract value.

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

# 16. Conflict of Interest

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

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

# 17. Data Ownership

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

# 18. Intellectual Property Rights

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

# 19. Fraud and Corruption

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

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of SSCDL in contract executions.
- b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to SSCDL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish

Proposal prices at artificially high or non-competitive levels and to deprive SSCDL of the benefits of free and open competition.

- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the SSCDL in Volume II.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

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

# 20. Exit Management

# (i) Exit Management Purpose

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

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

# (ii) Confidential Information, Security and Data

Service Provider will promptly on the commencement of the exit management period, supply to the SSCDL or its nominated agencies the following:

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

# (iii) Employees

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

(iv) Rights of Access to Information

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

# (v) Exit Management Plan

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

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

# 21. Termination of Contract

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

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

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

On failure of the SP to rectify such breach within 30 days, SSCDL may terminate the contract by providing a written notice of 30 days to the SP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to

SSCDL. In such event the SP shall be liable for penalty/liquidated damages imposed by the SSCDL. The performance Guarantee shall be forfeited by the SSCDL

# **Consequences of Termination**

- In the event of termination of this contract, SSCDL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SP shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to SSCDL and/ or succeeding vendor, as may be required, to take over the obligations of the SP in relation to the execution / continued execution of the requirements of this contract.
- In the event of the SP being unable to service the contract for whatever reason, SSCDL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- SSCDL shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement

# Plans and drawings

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

# 22. Miscellaneous

# a) Confidentiality

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

Except with the prior written permission of SSCDL, the Service Provider and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Service Provider and it's Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a. The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the Service Provider . Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to SSCDL / SMC whose data is used but also to its stakeholders. Service Provider , its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in SSCDL & its nominees receiving a right to seek injunctive relief & damages from the Service Provider .
- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
  - to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
  - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
  - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
  - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
  - i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
  - ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
  - iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
  - iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
  - v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
  - i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
  - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this

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

- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that SSCDL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j. in connection with the Services, Service Provider may from time to time undertake one or more quality assessment reviews for the purpose of improving the SSCDL Project. In order for such reviews to be frank & candid, for the greatest benefit to both SSCDL & Service Provider, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of Service Provider which is licensed to SSCDL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

A Non-disclosure agreement shall be signed separately between the Service Provider and SSCDL.

# b) Standards of Performance

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

# c) Sub Contracts

All the personnel working on the project and having access to the Servers / data should be on payroll of the Service Provider. Sub-contracting / out sourcing would be allowed only for work like

- Passive Networking & Civil Work during implementation,
- FMS staff for non- IT support during post-implementation
- Services delivered by the respective Product Vendors / OEMs

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

The SP shall take prior approval from SSCDL for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by SSCDL. Such sub-contracting shall not relieve the SP from any liability or obligation under the Contract. The SP shall solely responsible for the work carried out by subcontracting under the contract. SP shall be the sole point of contact for the entire project throughout the project period.

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

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

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

# e) Compliance with Labor regulations

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

# f) Independent Contractor

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

# g) Waiver

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

# h) Notices

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

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

# SSCDL: Chief Executive Officer Surat Smart City Development Corporation Ltd. -----Tel: -----Fax: ----- Service Provider: ----Tel: -----Tel: ------Tel: ------Tel: --------

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

# i) Performance Guarantee

The SP shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the SP for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the SSCDL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SP.

# j) Personnel/Employees

- i. Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider or its sub-contractors, & under no circumstances will such personnel be considered as employees of SSCDL. Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The SSCDL shall not be responsible for the above issues concerning to personnel of Service Provider .
- ii. Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. SSCDL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that SSCDL requests that any Service Provider personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by SSCDL or its nominated agencies, within not later than 30 working days. Service Provider shall depute quality team for the project & as per requirements, SSCDL shall have the right to ask Service Provider to change the team.
- iii. Management (Regional Head / VP level officer) of Service Provider needs to be involved in the project monitoring & should attend the review meeting atleast once in a month.
- iv. The profiles of resources proposed by Service Provider in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the Service Provider shall not remove such personnel without the prior written consent of SSCDL. For any changes to the proposed resources, Service Provider shall provide equivalent or better resources (in terms of qualification & experience) in consultation with SSCDL.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of Service Provider freely to assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. SSCDL shall have the right to review & approve Service Provider 's plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.
- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

# k) Variations & Further Assurance

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

things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

# l) Severability & Waiver

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

# m) Entire Agreement

This MSA, the SLAs & all schedules appended thereto & the contents of the RFP subsequent corrigenda issued thereon & claityrification (undertakings) accepted by the SSCDL constitute the entire agreement between the Parties with respect to their subject matter.

# n) Survivability

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

- o) The stamp duty payable for the contract shall be borne by the Service Provider.
- p) Deliverables will be deemed to be accepted by SSCDL if no communication from the department is made to the SP after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in atleast 3 weekly project progress reports

# 23. Applicable Law

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

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

Signed, sealed and delivered

Bv -----

# RFP for Implementation of Leased Line/MPLS/Dark Fiber for SMC locations ------, For and on behalf of the Governor of the State of Gujarat Signed, sealed and delivered By ------

TAT\*1-----

For and on behalf of the "Service Provider",

Witnesses:

(1)

(2)

# **Attachments to the Agreement:**

- 1) Scope of Services for the Service Provider (Annexure I)
- 2) Detail Commercial proposal of the Service Provider accepted by SSCDL (Annexure II)
- 3) SLA to be adhered by the Service Provider (Annexure III)
- 4) Corrigendum Document published by SSCDL subsequent to the RFP for this work (Annexure IV)
- 5) RFP Document of SSCDL for this work (Annexure V)
- 6) LoI issued by the SSCDL to the successful bidder (Annexure VI)
- 7) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (Annexure VII)
- 8) Payment Schedule and Milestones (Annexure VIII)

# 15 Format for Performance Bank Guarantee

<< To be printed on Rs. 100/- Stamp Paper >>

Surat Smart City Development Corporation (SSCDL) for Implementation of Leased

Line/MPLS/Dark Fiber for SMC locations (hereinafter referred to as the "said work") on the terms
and conditions of the AGREEMENT dated theday of
the one part and the Company (Name of the Company) on the other part (hereinafter referred to as "the
said AGREEMENT) and on the terms and conditions specified in the Contract, Form of Offer and Form of
acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance
of Offer and the said AGREEMENT are annexed hereto.
The Company has agreed to furnish SSCDL in Guarantee of the Nationalized Bank for the sum of Rs
(Agreement in Words and Figures) only which shall be the Security Deposit for the due performance of the
terms covenants and conditions of the said AGREEMENT. We Bank Registered in India under Act
and having one of our Local Head Office at do hereby guarantee to SSCDL in
Department.

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

- a) The SP shall maintain a valid and binding Performance Guarantee for a period of six months after the expiry of the Contract Period ("Validity Period"). The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of SSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till SSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this Guarantee by reason of
  - a. any change in the Constitution of the Bank or
  - b. any arrangement entered into between SSCDL and the Company with or without our consent;
  - c. any forbearance or indulgence shown to the Company,
  - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
  - e. any time given to the Company, OR

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f. any other conditions or circumstances under which in a law a surety would be

	discharged.
c)	Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs
d)	We shall not revoke this guarantee during its currency except with the previous consent of SSCDL in department in writing;
e)	Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs
f)	Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to SSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to SSCDL demand without any demur, such sum as may by demanded, not exceeding Rs
g)	SSCDL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of SSCDL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all surety ship and other rights which it might otherwise be entitled to enforce.
h)	That the absence of powers on the part of the Company or SSCDL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,
i)	The Guarantor agrees and declares that for enforcing this Guarantee by against it, the Courts at Surat only shall have exclusive jurisdiction and the Guarantor hereby submits to the same
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ie pre	spectively the Director of the Company, who in token thereof, has hereto set his respectivesence of –	, o mana
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# 16 SSCDL Bank Details

Name of Beneficiary:	Surat Smart City Development Ltd
Name of Bank:	State Bank of India
Bank address:	Nanpura, Surat Branch
Bank Account No:	35661186460
IFSC CODE:	SBIN0001388
MICR CODE:	395002004
BRANCH CODE:	1388