



**Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**



## **Request for Proposal**

# **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Issued by  
Gandhinagar Municipal Corporation

Tender No:151

Year: 2025-26

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
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## **1. Disclaimer**

The information contained in this Request for Proposal ("RFP"), whether provided verbally or in written form to the bidders ("Bidder/s") by Gandhinagar Municipal Corporation (referred to as "GMC" in this document) or any of its employees or advisors, is shared under the terms and conditions outlined in this Tender document, as well as any other applicable terms.

This RFP does not constitute an agreement, offer, or invitation to any party. Its primary purpose is to provide the Bidders, or any interested party, with relevant information to assist in formulating their financial offers ("Bid"). This RFP may include various assumptions and assessments formulated by GMC with respect to the scope of work. However, the Tender document may not encompass all the information required by each Bidder, and may not be suitable for all parties. GMC, along with its employees or advisors, does not account for the individual objectives, technical knowledge, or specific needs of each Bidder. The assumptions, statements, and information provided in this RFP may not be entirely complete, accurate, or adequate. Therefore, each Bidder is expected to independently analyze the information and seek professional advice from relevant experts.

The information provided in this Tender document covers a wide range of topics, some of which may involve legal interpretation. It is not intended to be an exhaustive explanation of statutory requirements and should not be treated as a definitive legal statement. GMC does not assume responsibility for any legal interpretations provided herein.

GMC, its employees, and advisors make no warranties or representations, and shall not be held liable to any person, including the Bidder, under any legal principles, statutes, rules, regulations, or any other form of legal obligation for any loss, cost, or damage incurred due to the information contained in this RFP. This includes any inaccuracies, inconsistencies, or incomplete information in the RFP or arising from the Selection Process.

Furthermore, GMC disclaims any liability, whether arising from negligence or otherwise, in connection with any reliance by the Bidder on statements made in this RFP. GMC reserves the right to amend or supplement the information in this document at its sole discretion, without any obligation to do so.

The issuance of this Tender document does not imply that GMC is obligated to select a Bidder or appoint the Selected Bidder (as defined herein) for the project's implementation. GMC reserves the right to reject any or all Bidders or Bids without providing any justification.

All costs and expenses associated with the preparation and submission of the Bid, including but not limited to preparation, copying, postage, delivery, demonstrations, or presentations, shall be borne solely by the Bidder. GMC shall not be liable for any such expenses, regardless of the outcome or conduct of the Selection process.



## 2. E-Tender Notice



# ગાંધીનગર મ્યુનિસિપલ કોર્પોરેશન

પંડિત દીનદયાળ ઉપાધ્યાય ભવન

ફાયર સ્ટેશન પાછળ, સેક્ટર-૧૭, ગાંધીનગર-૩૮૨૦૧૬

ફોન નંબર-૦૭૯ ૨૩૨ ૮૪૧૫૦, ફેક્સ નંબર-૦૭૯ ૨૩૨ ૨૧૪૧૯

Email : [ictoff-gmc-gnr@gujarat.gov.in](mailto:ictoff-gmc-gnr@gujarat.gov.in)



ગાંધીનગર મહાનગરપાલિકા કચેરી ખાતે નીચે દર્શાવ્યા મુજબની વિવિધ કામગીરી બાબતે એજન્સીઓ પાસેથી ઈ-ટેન્ડરોમાં ભાવો મંગાવવામાં આવે છે.

ક્રમ	ટેન્ડર નંબર	વિષય	ટેન્ડર ઓનલાઇન થવાની તારીખ	પ્રી-બીડ મીટીંગની તારીખ	ટેન્ડર ભરવાની છેલ્લી તારીખ	ટેન્ડરમાં માગ્યા મુજબનાં ઓફલાઇન દસ્તાવેજો મોકલવાની છેલ્લી તારીખ	ટેકનીકલ બીડ ઓપન કરવાની સંભવિત તારીખ
1	૧૫૧/૨૦૨૫-૨૬	Selection of agency for supply, installation, testing & commissioning(SITC) of Environmental Sensors, PTZ Surveillance Cameras and VMSB Displays for Gandhinagar Municipal Corporation	૨૯/૦૧/૨૬	૦૬/૦૨/૨૬ બપોરે ૧૨:૦૦ કલાકે	૨૦/૦૨/૨૬	૨૭/૦૨/૨૬ સાંજે ૧૮:૦૦ કલાક સુધી	૦૪/૦૩/૨૬

ઉપરોક્ત તમામ ટેન્ડર ઓનલાઇન વેબસાઇટ: <https://tender.nprocure.com> પરથી ડાઉનલોડ કરી ઓનલાઇન ભરી શકાશે અને પ્રી-બીડ મીટીંગનું સ્થળ ગાંધીનગર મહાનગરપાલિકા મુખ્ય કચેરી, મીટીંગ હોલ, ત્રીજો માળ, સેક્ટર-૧૭, ગાંધીનગર રહેશે. પ્રી-બીડ સંબંધિત પ્રશ્નો પ્રી-બીડ મીટીંગના એક દિવસ પહેલા સુધીમા સબમિટ કરવાના રહેશે. ટેન્ડરને લગતી વધુ સંલગ્ન વિગતો જે-તે ટેન્ડર સાથે ઉપલબ્ધ હોઈ ઓનલાઇન જોઈ શકાશે તથા વધુ માહિતી માટે આઈ.સી.ટી વિભાગ, ગાંધીનગર મહાનગરપાલિકા નો સંપર્ક કરવાનો રહેશે.

તારીખ:- /૦૧/૨૦૨૬  
સ્થળ :- ગાંધીનગર.

સહી/-  
નાયબ મ્યુનિસિપલ કમિશનર  
ગાંધીનગર મહાનગરપાલિકા



### 3. Data Sheet

<b>Name of the Organization</b>	Gandhinagar Municipal Corporation
<b>Tender Document No</b>	
<b>Name of Work</b>	Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)
<b>EMD and Tender Fee in the Name of:</b>	Gandhinagar Municipal Corporation
<b>Tender Fee in the form of</b>	Demand Draft or Banker's Cheque
<b>EMD in the form of</b>	<p>Demand Draft/ Banker's Cheque / Bank Guarantee of any Nationalized/Scheduled. Must be valid for at least 45 days beyond the original validity period for the bid.</p> <p>No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.</p> <p>Without the EMD the bids will be taken as incomplete and non-responsive and shall not be considered.</p>
<b>Tender Fee (non refundable) amount</b>	Rs. 17,700(With GST)/-in the form of demand draft / banker's cheque in name of Gandhinagar Municipal Corporation. Payable at Gandhinagar
<b>Earnest Money Deposit amount</b>	Rs. 7,50,000 /- in the form of demand draft / banker's cheque / Bank Guarantee in name of Gandhinagar Municipal Corporation. Payable at Gandhinagar
<b>Start Date for Downloading Tender document</b>	29/01/2026
<b>Last date and time of receiving pre-bid queries by GMC on email ictoff-gmc-gnr@gujarat.gov.in</b>	05/02/2026
<b>Date, Time and Venue of Pre Bid Meeting</b>	06/02/2026 બપોરે ૧૨:૦૦ કલાકે
<b>Last Date of submission of Technical bid &amp; Commercial bid (Online) on nprocure</b>	20/02/2026



Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)

<b>Date for submission of EMD, Tender Fee &amp; Other Documents during office hours by RPAD / SPEED POST ONLY (COURIER NOT ALLOWED) / Hand Delivery</b>	27/02/2026 સાંજે ૧૮:૦૦ કલાક સુધી
<b>Online Opening of Technical Bid If Possible</b>	04/03/2026
<b>Presentation by bidders</b>	Will be intimated later
<b>Online Opening of Commercial Bid</b>	Will be intimated later
<b>Place of Opening of Bids</b>	ICT Department, 1st Floor Gandhinagar Municipal Corporation Registered Address: Pandit Deendayal Bhavan, Behind Fire Station, Sector-17, Gandhinagar, (Gujarat) Pin-382016
<b>Validity</b>	180 Days from the date of opening of the Tender
<b>Performance Security</b>	5% of the Total Contract Value. To be submitted by Selected Bidder within fifteen (15) working days from the date of issuance of WO
<b>Contact Persons for queries</b>	ICT Officer - 9879204038
<b>Addressee and Address at which proposal in response to RFP notice is to be submitted:</b>	The Municipal Commissioner, Gandhinagar Municipal Corporation, Pandit Deendayal Bhavan, Behind Fire Station, Sector-17, Gandhinagar, Gujarat
<b>Bid validity</b>	180 days
<b>Consortium</b>	Not allowed
<b>Contract duration</b>	CAPEX – 3 months OPEX – 5 Years Total Contract Period – 5 years and 3 months
<b>Method of Selection</b>	Quality and Cost Based Selection QCBS (70% weightage for Technical and 30% weightage for Financial)



## 4. Introduction

Gandhinagar Municipal Corporation (GMC) is consistently working towards enhancing the efficiency, transparency, and responsiveness of urban governance. As a part of its Smart City and sustainable urban development initiatives, GMC aims to strengthen its capabilities in real-time environmental monitoring, public communication, and city surveillance. In alignment with this vision, GMC proposes the deployment of an integrated network of Environmental Monitoring Sensors, Pan-Tilt-Zoom (PTZ) Surveillance Cameras, and Variable Message Signage Boards (VMSB) Units across key locations in Gandhinagar.

This Request for Proposal (RFP) seeks responses from experienced, technically qualified, and financially sound agencies capable of undertaking the Supply, Installation, Testing, Commissioning (SITC), Integration, and Maintenance of these systems. The selected agency will be responsible for delivering a seamless, field-to-command-centre integrated solution that functions reliably in real-world operating conditions and supports the city's administrative, monitoring, and citizen service functions.

### 4.1 Project Objectives

The project is conceived to achieve the following core objectives:

- **Environmental Intelligence & Public Awareness**
  - Deploy advanced environmental sensors to continuously record air quality, noise pollution, temperature, humidity, and other crucial environmental indicators.
  - Enable real-time monitoring and data analytics through integration with the City Command & Control Center (CCC), supporting informed policy decisions, environmental health advisories, and targeted mitigation actions.
- **Strengthening City Surveillance & Situational Awareness**
  - Implement high-resolution PTZ cameras to enhance visibility and monitoring at important intersections, public zones, and critical infrastructure points.
  - Improve on-ground situational awareness, incident response, and law enforcement coordination through seamless integration with the existing Video Management System (VMS) and Command Centre workflows.
- **Dynamic Public Information,**
  - Alerts & Citizen Communication Install LED-based VMSB display boards to disseminate live information such as public advisories, AQI Details, Government announcements, civic messages, traffic updates, and emergency notifications.
  - Promote transparent, timely, and accessible communication with citizens in both routine and emergency scenarios.

### 4.2 Alignment with Gandhinagar's City Vision



## Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)

This initiative reinforces GMC's strategy to build a **data-driven, proactive, and citizen-centric governance framework**. By integrating environmental monitoring, intelligent surveillance, and real-time public communication into a unified platform, GMC aims to:

- Support evidence-based decision-making.
- Improve public safety and environmental health outcomes.
- Enable rapid emergency response and city-wide coordination.
- Enhance public trust through transparency and open information sharing.

This RFP outlines the technical, functional, operational, and administrative requirements necessary for successful implementation of the project.

### 5. Instruction to Bidders

GMC, invites reputed and eligible Firms to submit their technical and financial proposals for the project of Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC), in accordance with conditions and manner prescribed in this Request for Proposal (RFP) document.

Bidder should study and assess the Guidelines for bidders on using eProcurement System Govt. of Gujarat available at <https://tender.nprocure.com/>.

#### Note:

References to "Vendor", "bidder", "Bidder", "agency" "Selected Bidder" etc. in this RFP document shall be construed to refer to the Bidder itself.

References to "Client", "GMC", "purchaser", "buyer", "customer", etc. in this RFP document shall be construed to refer to GMC (i.e. Gandhinagar Municipal Corporation)

These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

#### 5.1 Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Gujarat processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://tender.nprocure.com/>.

The non-registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e- Procurement system. Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for



which vendor/end user shall be solely responsible. Vendors are required to pay online registration / enrolment fee as applicable for one time and renewal fee.

## **5.2 Digital Certificates**

The bids submitted online must be signed digitally with a valid Class II / Class III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class II / Class III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online; Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

## **5.3 Payments of Tender Fee and EMD**

Payment of Tender fee/Bid Fee and EMD: The tender fees/Bid Fee has to be paid in DD/ banker's Cheque and EMD has to be paid in DD/ banker's Cheque/BG as defined in this RFP and upload the scan copy of the same in procurement site during bid submission. The original copy of the Tender fee and EMD has to be submitted to GMC before last date/time of bid submission, please refer the



link on the procurement portal <https://tender.nprocure.com/>. Amount and mode of payments are mentioned in the RFP.

#### **5.4 Publishing of Notice Inviting Tender (N.I.T)**

For the tenders processed using the e-Procurement system, only a short advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://tender.nprocure.com/>

The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

#### **5.5 Downloading the tender document(s)**

The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

#### **5.6 Submit online bids**

Bidders have to submit their bid online on nprocure portal ([https://tender.nprocure.com](https://tender.nprocure.com/)) after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

Size of Bid documents uploaded during bid preparation should be as per requirements of nprocure portal.

#### **5.7 Cost of Bidding**

The bidder shall bear all the costs associated with preparation and submission of its bid, and GMC will in no case be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

#### **5.8 Completeness of the RFP**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful



study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal. The bidder shall complete and submit all necessary formats and annexures as laid out in the RFP.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the client in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the client, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The client 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.

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

The issue of this RFP does not imply that client is bound to select a bidder or to appoint the successful bidder, as the case may be, and the client reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

## **5.9 Applicable Law**

The contract shall be interpreted in accordance with the laws of Union of India and that of State of Gujarat

## **5.10 Clarifications related to Bidding Document**

The client will host a pre-bid meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Data Sheet. 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.

All queries from the bidders relating to this RFP must be submitted to the client. These queries should also be emailed to [ictoff-gmc-gnr@gujarat.gov.in](mailto:ictoff-gmc-gnr@gujarat.gov.in) strictly within the timeline mentioned in



the data sheet in editable format. The queries should necessarily be submitted in the following format:

<b>Sr. No.</b>	<b>RFP Section</b>	<b>RFP Clause No.</b>	<b>Reference/Subject</b>	<b>Clarification Sought</b>

(scanned images to be avoided)

Queries submitted post the mentioned deadline or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications/corrigendum/notifications) shall be made available on (n)Procure (<https://tender.nprocure.com/>). Any such corrigendum shall be deemed to be incorporated into this RFP. In case of any such amendment, the bid submission date may be extended at the discretion of Authority. It will be solely bidders' responsibility to check the nprocure site on regular basis for any corrigenda / addenda / modifications uploaded by the GMC. GMC will not be responsible for making sure that corrigenda / addenda / modifications uploaded by GMC have been received by bidders.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders. GMC will not be responsible for ensuring that response to the bidders' queries have been received by them.

### **5.11 Amendment of RFP Document**

- a. At any time before the deadline for submission of bids, the client, 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.
- b. The bidders are advised to visit the (n)Procure website (<https://tender.nprocure.com/>) on regular basis for checking necessary updates. The client also reserves the rights to amend the dates mentioned in this RFP for bid process at its own discretion.
- c. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the client may, at its discretion, extend the last date for the receipt of bids.
- d. GMC will not be responsible for ensuring that the said amendment of the RFP document have been received by bidders.

### **5.12 Conflict of Interest**

- A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether bidder's actions are influenced by considerations of your firm's interest at the cost of Government. The bidder agrees that it shall hold the client's interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with



other assignments of a similar nature. In the event the bidder foresees a Conflict of Interest, the bidder shall notify the client forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

- Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified.
- Client requires that the bidder provides professional, objective, and impartial advice and at all times hold the client’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- The bidder shall disclose to client in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the bidder or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

### **5.13 The Clients' Rights to Terminate the Process**

The client may terminate the RFP process at any time and without assigning any reason. The client makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the client. The bidder's participation in this process may result in client 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 client to execute a contract or to continue negotiations. The client may terminate negotiations at any time without assigning any reason.

### **5.14 Submission of Earnest Money Deposit and Tender Fee/Bid Fee**

The bidders shall submit their **Earnest Money Deposit (Annexure-4)** and bid fee either as in usual physically sealed Earnest Money Deposit/Bid Fee envelope and the same should reach the concerned office. Bidders also have to upload scanned copy of Earnest Money Deposit/Bid Fee instrument along with the reference details online.

Bid Fee/Tender Fee submitted is non-refundable.

**For Unsuccessful bidders:** The EMD of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects with the successful bidder.

**For Successful bidders:** The EMD, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the EMD and Tender Fee then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD shall be forfeited in any of the following circumstances:

- If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any;
- If the offer is modified or varied in a manner not acceptable to the Authority after opening of the proposals during the bid validity period or any extension thereof
- If the applicant is found to have conflict of interest



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- If the first ranked bidder withdraws his proposal during negotiations
- 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.

### 5.15 Sub-Contracting

The bidder would not be allowed to sub-contract work. Sub-contracting/outsourcing would be allowed only for work like

- Passive Networking and Civil Work during implementation
- Services delivered by the respective Product Vendors / OEMs

### 5.16 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such **Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.**

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

“Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the



Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **5.17 Right to vary quantity**

- At the time of award of contract or during the contract period, the quantity of works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract. Delivery or completion period may also be proportionally increased subject to approval of authority.

### **5.18 General**

While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority’s requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.



No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.

### **5.19 Preparation and submission of Proposal**

Proposals from bidders must be accompanied with a cover letter as per Annexure-2

### **5.20 Language of Bids**

The bids uploaded by the bidder, shall be written in English language, provided that any printed literature furnished by the bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

### **5.21 Proposal currency**

Prices shall be expressed in Indian Rupees only.

### **5.22 Bid Validity period**

- Bids shall be valid for 180 days after the date of bid opening prescribed by GMC. A bid valid for shorter period shall be rejected by GMC as non-responsive.
- In exceptional circumstances, GMC may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder granting the request will not be permitted to modify its bid.

### **5.23 Bid Submission Format and signing of proposal**

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. The Bidder shall prepare and submit the Technical Bid (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) along with the EMD and Bid Fee as mentioned in data sheet.



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The commercial Bid and Technical proposal must be submitted online. In case, the commercial Bid is submitted physically which leads to revelation of prices before the due date of opening of the commercial Bid, the bid will be disqualified.

The Technical Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, preferably in blue ink and the signature of the authorized signatory (shall bind the Bidder to the contract. In case of printed and published documents, all pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right-hand top corner and all pages shall be initialed. The Proposal must be properly signed by the authorized signatory (the “Authorized Signatory”) as the Bidder holding the **Power of Attorney (Annexure-1)**. If possible, such Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

**Note: The technical proposal will have to be submitted online on <https://tender.nprocure.com/> and also submitted in physical form.**

**5.24 Proposal submission format, sealing and marking of proposals**

Bidders are required to submit their EMD, bid fees and bids in separate sealed envelopes as per instructions given below:

Part 1: Bid Fee / Tender Fee and EMD as mentioned in Data Sheet in “Envelope 1” super scribed with Tender No, Due Date and RFP Name – “Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)”.

The proposal shall also consist with all supporting documents.

Part 2: Technical Bid with complete details as mentioned in RFP in “Envelope 2” super scribed with Tender No, Due Date and RFP Name – “Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)”. The proposal shall also consist with all supporting documents, signed RFP copy, signed Addenda & signed Corrigenda, if any.

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

<b>Details to be mentioned exactly on sealed envelop</b>	
<p><b><u>Tender Details</u></b></p> <ul style="list-style-type: none"> <li>• RFP No:</li> <li>• Bid for Selection of Agency for Supply, Installation,</li> </ul>	<p>To, The Municipal Commissioner Gandhinagar Municipal Corporation Bid Reference No: _____ Date: _____</p>



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<p>Testing &amp; Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)</p> <ul style="list-style-type: none"><li>• Deadline for bid submission: &lt;&lt;DD MMM YYYY&gt;&gt; _____ hrs</li></ul>	<p>Gandhinagar Municipal Corporation Registered Address: Pandit Deendayal Bhavan, Behind Fire Station, Sector-17, Gandhinagar, (Gujarat) Pin-382016 Phone No. 079 232 84150, Fax: 232 21419,</p> <p><b>From Address with name, mobile number and email id</b></p>
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- The physical copy of Technical Bid, Tender Fee and EMD must be sent strictly through Postal Speed Post/Registered Post AD / Hand Delivery so as to reach on or before date mentioned. Client won't be responsible for postal delays.
- Client 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 invalid and rejected.
- If the envelopes are not sealed and marked as instructed above, the client assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the bidder.
- 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.
- The large envelope should contain:
  - Original copy of the Tender Fee and EMD
  - Pre-qualification criteria related documents
  - Technical Proposal related documents
  - Signed RFP Copy
  - Signed Addenda & Corrigendum (if applicable)
- 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 bidder should also submit it online. **In the event of any discrepancy between the hard copy and the soft copy, the soft copy shall prevail.**
- 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.
- Pre-qualification and Technical Proposal should be signed by an authorized person of the bidder.
- The commercial Bid must be submitted online on (n)Procure website <https://tender.nprocure.com/>. It should not be sent physically, if submitted physically the bid shall be rejected.
- The Pre-qualification Proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute



## **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

documents binding the bidder organization to the terms and conditions detailed in this proposal.

- Proposals must be direct, concise, and complete. Client 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 client reserves the right to accept or reject any or all the proposals without assigning any reason.

### **5.25 Late Proposals**

- Proposals not reaching to the Authority on or before the specified time limit on the Proposal Due Date will not be accepted.
- Authority shall not be responsible for any postal delay or non-receipt/ non-delivery of any documents.

### **5.26 Taxes**

The prices mentioned in the commercial Bid should include all applicable taxes including GST. Any deviations due to change in the rate of taxes and duties or any introduction of new taxes and duties would be bear by the Bidder and the client shall not pay any additional amount for such tax rate deviation. The client shall be entitled to deduct tax at source or any other taxes/cess as may be applicable.

### **5.27 Modification and withdrawal of proposal**

The bidder may withdraw or modify its bid before the last date of submission of bids as prescribed by GMC. Bids cannot be modified after the deadline for submission of bids.

Proposal once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the Earnest Money Deposit shall be liable for forfeiture.

Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

Bidders cannot put condition/s of any kind in the Technical Bid. Conditional bids will be treated and non-responsive and rejected.

### **5.28 Non-Conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:

- If it does not comply with the requirements of this RFP.
- If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution / scope of work

### **5.29 Other Important Notes for bidders:**



Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.

Bid should be free of over writing. All correction or addition must be clearly written both in words and figures.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

GMC may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative evaluation of any other Bidder.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- If, in the price structure quoted for the required services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

### **5.30 Site Visit**

The Bidder may wish to visit project site and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit of at five (5) days. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### **5.31 Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- Bid is received in incomplete form.
- Bid is not accompanied by all the requisite documents.



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- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Financial bid is enclosed with the same document as technical bid.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
- If any of the Bidder is also partner in any other bid, then all the affected bids shall be disqualified.
- Bids without EMD and Tender fee will be disqualified

### **5.32 Opening of Bids**

The Bids shall be opened by Authority in presence of those Bidders or their representatives who may choose be present at the time of opening. The attendees are required to sign a register of attendance whenever they visit GMC.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid. There will be following bid opening events:

- Technical Bid
- Commercial bid

In case the bidder has not submitted Tender Fee and EMD as per RFP terms and conditions then the bid will be rejected and no further scrutiny/evaluation of pre-qualification criteria and technical evaluation will be carried out. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders. The Technical Bids of only those bidders will be opened who clear the Pre-qualification stage. The Commercial Bids of only those bidders will be opened who score equal to or more than 70% in Technical Evaluation.

### **5.33 Preliminary Examination of Bids**

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held, and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney as per annexure-1)
- With incomplete information, subjective, conditional offers and partial offers submitted



- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period

### **5.34 Bids Found with suppression of details / Clarification of Bids**

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

The Bidder may wish to visit project site and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit of at five (5) days. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### **5.35 Restriction of purchase from border countries as per GOI guideline**

GMC will adhere office memorandum published by Ministry of Finance, Department of Expenditure, Public Procurement Division as insertion of rule 144 (xi) in the general financial rules (GFRs), 2017 dated 23rd July 2020 having no. F. No. 6/18/2019-PPD. Details of policy mentioned below:

- Any bidder from a country which shares land border with India will be eligible to bid in any procurement whether goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if bidder is registered with the Competent Authority.
  - "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - Bidder from a country which shares a land border with India" for the purpose of this Order means:
    - An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or



- An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- The beneficial owner for the purpose of (ii) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - Where no natural person is identified under three points above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - An Agent is a person employed to do any act for another, or to represent another in dealings with third person

## **6. Evaluation Process**



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- The bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the client, for the entire period of the contract. The bidder's bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.
- The evaluation process of the RFP proposed to be adopted by the client is indicated under this clause. The purpose of this clause is only to provide the bidder an idea of evaluation process that the client may adopt. However, client reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the bidder of any such change.
- The client shall appoint an Evaluation Committee to scrutinize and evaluate the Technical and Commercial Bids received. The evaluation committee will examine the bids to determine whether they are complete, compliant, and responsive and whether the bid format confirms to the RFP requirements.
- The client may waive any informality or nonconformity in a bid which does not constitute a material deviation according to the client.
- All the documents of technical bid that are submitted online, only those documents will be considered for evaluation. If any document is found missing online, the same will not be considered in hard copy. However, the client may ask for supporting documents in hard copy.
- The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.
- Technical bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation.
- There should be no mention of bid prices in any part of the bid other than the Commercial bids.

### **6.1 Pre-qualification Criteria**

After successful verification of Tender Fee and EMD submissions, Technical Bids of all bidders will be opened online. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. The bidders must submit all necessary documentary evidences in its bid response. The pre-qualification criteria is as follows:



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#	Pre-Qualification Criteria	Proof Documents Required
1	The bidder must be a registered legal entity in India under the Companies Act 1956/2013 or a Partnership Firm/LLP registered under relevant Acts and must have been in continuous operation in India for at least 5 years as on the date of publication of this RFP.	<ul style="list-style-type: none"><li>• Certificate of Incorporation / Registration Certificate</li><li>• PAN</li><li>• GST Registration</li><li>• Certificate of Name Change (if applicable)</li></ul>
2	The bidder must have an average annual turnover of at least INR 10 Crore from ICT / IT/ITeS in the last 3 financial years i.e., FY 2022-23, 2023-24, 2024-25. The bidder must have positive net worth as on 31st Mar 2025	<ul style="list-style-type: none"><li>• Audited Balance Sheet &amp; P/L Statements for last 3 years</li><li>• CA Net Worth &amp; Turnover Certificate</li></ul> <b>As per Annexure-10</b>
3	The bidder must have successfully executed project involving Supply, Installation and Commissioning of Smart Pole/ Environmental Monitoring Stations / Air Quality Sensors / Weather Monitoring Sensors, for any Smart City / ULB / Central Government Departments / State Government Departments / PSUs in India in the last 7 years upto the date of submission of bid	Citation as per Annexure - 14  Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate
4	Bidder should have executed CCTV surveillance camera project with at least 100 cameras in Smart City / ULB / Central Government Departments / State Government Departments / PSUs in India in the last 7 years upto the date of submission of bid	Citation <b>as per Annexure - 14</b>  Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate
5	The bidder must have successfully supplied and installed at least 10 Outdoor Video Display Wall / LED Display/ VMD for any Smart City / ULB / Central Government Departments / State Government Departments / PSUs in India in the last 7 years upto the date of submission of bid	Citation as per <b>Annexure - 14</b>  Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate



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#	Pre-Qualification Criteria	Proof Documents Required
6	Bidder must have at least one project where device data (sensors / cameras / IoT devices) has been integrated with a centralized monitoring platform for any Smart City / ULB / Central Government Departments / State Government Departments / PSUs in India in the last 7 years upto the date of submission of bid	Citation as per <b>Annexure - 14</b>  Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate
7	The bidder should not have been blacklisted by any Smart City / ULB / Central Government Departments / State Government Departments / PSUs in India as of bid submission date.	Self-Declaration as per <b>Annexure-11</b>
8	The bidder shall submit details of litigation history, if any, during the last 5 years. Absence of litigation must be declared through affidavit.	Litigation Declaration <b>as per Annexure - 13</b>
9	The bidder shall establish a local support office in Gandhinagar / Ahmedabad within 45 days of issuance of Lol, if not already present.	Undertaking to establish office OR Copies of Office Proof (Property Tax / Utility Bill / GST / Lease Agreement)  <b>As per Annexure-18</b>
10	The Sole Bidder should possess any one of the below certifications which are valid at the time of bidding: ISO/IEC 20000-1: 2018 or above ISO 14001:2015 or above ISO 45001:2018 or above ISO 9001:2015 or above ISO 27001: 2013 or above ISO 22301: 2019 or above CMMI level 5	Valid certificate copies in bidder's name
11	Submission of Power of Attorney	Annexure-1
12	Submission of No Deviation Certificate	Annexure-7
13	Submission of Non Termination Certificate	Annexure-6
14	Submission of Total Responsibility Certificate	Annexure-8
15	Submission of Compliance Letter	Annexure-19
16	Submission of Undertaking of No Conflict of Interest	Annexure-20
17	Submission of Earnest Money Deposit	In the forms specified in the RFP



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#	Pre-Qualification Criteria	Proof Documents Required
18	Submission of Tender Fee	Demand Draft / Banker's cheque as per details mentioned in RFP
19	Bidder Details	Annexure-9
20	Undertaking on Non-Violation of IPR	Annexure-12
21	Affidavit	Annexure – 3
22	Submission of signed copy of RFP copy (initialed on each page) and signed copy Corrigenda (if applicable initialed on each page)	-
23	Submission of Manufacturer's Authorization Form for Sensors, VMSB Displays & PTZ Cameras	Annexure-22
24	Submission of Anti-Collusion Certificate	Annexure-23
25	Submission of Certificate by Bidder sharing land border	Annexure-24
26	Submission of Make and Model Form	Annexure- 25

Technical evaluation of only those bidders who qualify and pass all of the above pre-qualification criteria along with submission of valid and acceptable evidences will be conducted.

## 6.2 Technical Evaluation Criteria

Technical evaluation of those bidders will be conducted who have submitted the EMD & Tender Fee as per GMC's conditions and bidders who have qualified the Pre-Qualification Criteria and submitted all necessary documents and proofs as per RFP.

**Bidders who have not qualified the pre-qualification criteria as per section 6.1 will not be considered for further technical evaluation and their bids will be rejected. The marking under Technical Evaluation Criteria will be done as per following table:**

Sr No	Technical Evaluation Criteria	Document Required	Marking Criteria	Max Marks
1	Bidder's overall Turnover (Average Turnover for last three financial years i.e 2022-23, 2023-24, 2024-25)	Audited and Certified Balance Sheet and Profit/Loss Account for the last three Financial Years should be enclosed. CA Certificate be enclosed to be	>= 10 Cr. to <= 25 Cr = 5 Marks > 25 Cr to <= 50 Cr = 7 Marks > 50 Cr = 10 Marks	10



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<b>Sr No</b>	<b>Technical Evaluation Criteria</b>	<b>Document Required</b>	<b>Marking Criteria</b>	<b>Max Marks</b>
		submitted as proof		
2	Experience of Supply, Installation & Commissioning of Environmental Monitoring Sensors / AQMS / Noise or Weather Monitoring Stations for Smart City / ULB / Central Government Departments / State Government Departments / PSUs in last 7 years (under a Single Project)	Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate and Citation	1 Projects = 5 marks 2 Projects = 10 marks 3 or more projects = 15 marks	15
3	Experience of Supply & Commissioning of PTZ or General Surveillance Cameras ( $\geq 100$ Cameras) in a single project for Smart City / ULB / Central Government Departments / State Government Departments / PSUs in last 7 years	Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate and Citation	1 Projects = 5 marks 2 Projects = 10 marks 3 or more projects = 15 marks	15
4	The bidder must have experience in successfully implementation of variable display board project for any Smart City / ULB / Central Government Departments / State Government Departments / PSUs in India with deployment of 10 displays each during the last seven years	Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate and Citation	1 Projects = 5 marks 2 Projects = 10 marks 3 or more projects = 15 marks	15
5	The bidder should have experience in ICCC Application, integration & Use cases implementation and O&M for any Smart City / ULB / Central Government Departments / State Government Departments / PSUs project in India during the last 7 years	Work Order/Contract Agreement and copy of work completion certificate/ Go-Live certificate and Citation	1 Projects = 5 marks 2 Projects = 10 marks 3 or more projects = 15 marks	15
<b>Total Marks for Financial Turnover, Experience under Similar Projects</b>				<b>70</b>

**Approach and Methodology and Technical Presentation; Maximum 25 marks**



**Technical Evaluation will also include bidders' understanding of Scope of Work and submission of Detailed Approach & Methodology which is to be submitted as a part of technical proposal. Presentation needs to be given to the authority as per data and time decided by the authority. Total Marks allotted for the same is 25 marks.**

The bidder must cover the following indicative points under Approach and methodology and technical presentation. The points are indicative and bidders are encouraged to propose more points relevant to the project:

1. Understanding of scope of work, strategy to ensure project implementation within timelines
2. Functional Requirements and System Architecture in the proposed solution
3. Bidder's comments and plan for integration of the proposed system with existing platform
4. Project Implementation Plan, Quality Management Plan
5. Resource deployment plan
6. Bidder's plan to ensure target uptime during O&M phase and monitoring mechanism (helpdesk, incident management, NMS etc.) for all components installed and made live under this assignment.
7. Identification of major risks and their mitigation plan
8. Approach and Measures for Information security of the complete solution from various threats and vulnerabilities
9. Key learnings from similar projects and how do you propose to incorporate them in execution of this assignment

### **6.3 Key Personnel Criteria**

The agency shall deploy 1 Project Manager at GMC on full time basis to ensure collaboration and coordination with GMC on project related matters during the implementation (CAPEX) period. During the Operations and Maintenance Period, the bidder is required to deploy on full time basis one Hardware and Network Expert. The CV of the Hardware and Network Expert should be submitted by the agency to GMC for approval. The finalization of Hardware and Network Expert must be done before Go Live issuance. The resource deployed by the agency must have the required technical competence to deliver the said project and must be available for all meetings called by the authority related to the project. The agency is expected to ensure that Senior Personnels from the agency attend the project review meetings organized by GMC.

Agency shall ensure that adequate number of personnel, with roles and responsibilities for each resource are working on the project. GMC may ask the agency has to provide the list of all resources working on the project along with a write up on the works done by these resources under the project. The Hardware and Networking Expert's (finalized for O&M Phase) responsibility to visit the locations on regular basis, conduct regular preventive maintenance and resolve any issues during the O&M phase.



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The Bidder shall inform the Authority in writing in case of any change in the composition of the Key Personnel during the term of the engagement, including instances where a member resigns, is terminated, is long-term disabled, is on permitted mandatory leave under Applicable Law, or retires.

Bidder shall independently make an assessment of team size required to meet the requirements of Service Levels as specified as part of this tender. The bidder is expected to provide periodic reports (as required by the authority) on involvement of each team member involved with the project.

Any additional or support manpower based on the need of the project and completion of project milestones and meeting project SLAs shall be estimated and should be accounted for in the Commercial proposal by the selected bidder and deployed at bidder's own cost, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met. GMC will bear no additional cost over in such cases.

In case any proposed resource resigns, then the Bidder has to inform Authority within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority.

In case of any replacement of Key Personnel, the Bidder will ensure that suitably qualified and experienced resources are assigned to maintain continuity of services. The Bidder shall take all necessary steps internally to ensure smooth knowledge transfer and satisfactory performance under the contract.

The following table provides minimum qualification and experience of Key Personnel required under the project:

Sr No	Type of Resource	Minimum Qualification
1	Project Manager (1) (100% Deployment)	<ul style="list-style-type: none"><li>• <b>Educational Qualification:</b> Full Time B.E (IT/Computer Science/ECE) / B,Tech (IT/Computer Science/ECE) / MCA / M.E (IT/Computer Science/ECE) / M. Tech (IT/Computer Science/ECE) / MBA IT from a reputed institute</li><li>• <b>Total Experience</b> of at least 3 years in IT sector projects with Smart City / ULB / State Govt. / Central Govt. / PSUs</li><li>• <b>Specific Experience:</b> Experience of at least 2 projects in Command and Control Centre implementation / installations of</li></ul>



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Sr No	Type of Resource	Minimum Qualification
		field IT components / integration of solutions with central software with Smart City / ULB / State Govt. / Central Govt. / PSUs

**6.3.1 Manpower Marking Criteria**

Sr No	Key Personnel	Criteria	Marking Criteria	Marks obtainable on submission of relevant documents and verifiable proofs	Max Marks
1	Key Personnel CVs (Project Manager) – Max 5 marks	Educational Qualification	Full Time B.E (IT/Computer Science/ECE) / B,Tech (IT/Computer Science/ECE) / MCA / M.E (IT/Computer Science/ECE) / M. Tech (IT/Computer Science/ECE) / MBA IT from a reputed institute	1	5
		Overall Work Experience	More than 3 years experience in IT sector projects with Smart City / ULB / State Govt. / Central Govt. / PSUs	2	
			2 years to 3 years experience in IT sector projects with Smart City / ULB / State Govt. / Central Govt. / PSUs	1	
		Specific Work Experience	Experience of 2 or more projects in Command and Control Centre implementation / installations of field IT components / integration of solutions with	2	



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Sr No	Key Personnel	Criteria	Marking Criteria	Marks obtainable on submission of relevant documents and verifiable proofs	Max Marks
			central software with Smart City / ULB / State Govt. / Central Govt. / PSUs		
			Experience of 1 project in Command and Control Centre implementation / installations of field IT components / integration of solutions with central software with Smart City / ULB / State Govt. / Central Govt. / PSUs	1	

\*Copy of Degree Certificates for Graduation / Post Graduation / Certifications wherever mentioned in CV **as per Annexure – 21** must be submitted along with CV for verification.

The following table summarizes the marking under Technical Evaluation Framework:

Criteria	Max marks
Total Marks for Financial Turnover, Experience under Similar Projects	70
Approach and Methodology and Technical Presentation	25
Manpower	5

**Note: Technical bid qualification criteria: Bidders shall score at least 60 absolute marks out of 100 in order to qualify for the commercial bid opening.**

The agency shall be required to deploy the same manpower as proposed in the Deployment plan (Technical Proposal). The replacement of the resources in exceptional circumstances such as death or medical incapacity shall be permitted to the agency in compliance with the terms and conditions mentioned in the RFP. The written request for replacement of personnel (with detailed profile of replacing resource) shall be submitted by agency to client within 15 days.

In other cases of replacement, the agency shall take prior approval from client. The written request for replacement of personnel (with detailed profile of replacing resource) shall be submitted by agency to client at least 30 days prior to the replacement. The service level mentioned below shall be applicable on the agency towards the replacement.

The replaced resource should provide Knowledge Transfer with a sufficient overlapping period.



Submission of attendance to client is compulsory with every invoice along with other necessary deliverables and reports as required by client.

#### **6.4 Financial Bid Evaluation**

The Financial Bids of only the technically qualified bidders will be opened for evaluation. Each of the financial bids submitted shall be evaluated based on the total bid value submitted by the bidder.

**Note:**

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- Commercial bids that are not as per the format provided in RFP shall be liable for rejection.
- The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- The bidder has to ensure that their commercial bid contains reasonable rates for CAPEX items and OPEX items
- GMC may identify abnormally higher / lower unit rates of line items and seek justifications from bidders on the same.
- It is recommended that Total Capital Price (CAPEX) quoted in the project should not exceed 80% of Total CAPEX + OPEX Price quoted in the commercial bid. In case the bidder quotes higher figures (more than 80% of Total CAPEX + OPEX Price) towards CAPEX, the same shall be restricted to 80% while making payments towards CAPEX. Any value quoted towards CAPEX over and above 80% limit will be paid in equal quarterly installments during O&M phase along with quarterly payment for each quarter
- Only fixed price financial bids indicating total price (inclusive of taxes) for all services specified in this bid document shall be considered.
- Any conditional bid would be rejected.
- The final decision of the TEC on the eligibility of bidders, categorization, and acceptance of submitted projects shall be final, binding, and non-negotiable. Bid shall be awarded only to the bidder who is found compliant in all respects as per the RFP requirements and approved by the GMC.

#### **6.5 Bid Evaluation Methodology**

The selection of the successful bidder (H1 bidder) will be carried out through a combined evaluation of the Technical Bid and the Financial (Commercial) Bid, with a weightage assigned to each component.

**Weightage Distribution**

- Technical Bid: 70% of the total evaluation



- Financial Bid: 30% of the total evaluation

This means that technical quality will have a greater influence on the final score, while the financial offer will also be taken into account, but with relatively lesser weight.

### 6.5.1 Normalization of Technical Scores

To ensure fairness and comparability across bidders, the technical scores will be normalized using the following formula:

$$T_n = (T_b / T_{max}) \times 100$$

---

Where:

- $T_n$  = Normalized Technical Score of a bidder
- $T_b$  = Technical score obtained by the bidder (before normalization)
- $T_{max}$  = Highest technical score obtained among all bidders

This formula ensures that the bidder with the highest technical score gets a normalized score of 100, and the other bidders' scores are adjusted proportionately.

### 6.5.2 Normalization of Financial Scores

Similarly, financial bids are normalized to ensure fair comparison, using the following formula:

$$F_n = (F_{min} / F_b) \times 100$$

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Where:

- $F_n$  = Normalized Financial Score of a bidder
- $F_b$  = Financial bid value (quoted price) of the bidder
- $F_{min}$  = Lowest financial bid value among all bidders

This formula ensures that the bidder with the lowest financial quote gets a normalized score of 100, and other bidders receive proportionately lower scores based on their higher prices.

### 6.5.3 Combined Score Calculation

Once both Technical ( $T_n$ ) and Financial ( $F_n$ ) scores are normalized, the final score for each bidder is calculated using the weightage distribution:

$$Final\ Score = (T_n \times 0.70) + (F_n \times 0.30)$$

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### 6.5.4 Selection of H1 Bidder

- The bidder with the highest Final Score (calculated upto 2 decimal places) will be declared as the H1 bidder (successful bidder).
- This ensures a balanced evaluation, where both quality (technical strength) and cost-effectiveness (financial offer) are considered.



- In case of a tie where two or more bidders achieve the same H1 score, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.

## 7. Award of Contract

### 7.1 Notification of Award

Authority will notify the successful Bidder in writing by e-mail followed by courier. To be confirmed by the Bidder in writing by email followed by courier.

The bidder achieving H1 shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same H1 score, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.

### 7.2 Signing of Contract

After the notification of award, Authority will issue Letter of Intent (LoI) to the successful bidder. Accordingly, a contract agreement and Non Disclosure Agreement shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the LoI, the Bidder shall sign and return back a duplicate copy of the LoI to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee (**as per details in subsequent section**) and project plan within 15 working days from the date of issuance of LoI. The authority will issue a Work Order along with approved commercials of the project finalized after the site survey.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder. The Contract Agreement is provided in RFP as Annexure 16 and NDA is provided in Annexure 17.

### 7.3 Performance Bank Guarantee

Within fifteen (15) working days from the date of issuance of LoI, the successful Bidder shall at his own expense submit unconditional and irrevocable **Performance Bank Guarantee (PBG) as per Annexure -5** to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in RFP, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 5% of total contract value. PBG shall be invoked by Authority, in the event the Bidder:

- fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,



- Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be valid till 3 months after the end date of contract. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract and issuance of completion certificate by the authority. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of extended period.

The successful bidder shall maintain a valid and binding Performance Guarantee for a period of 3 months after the expiry of the Contract Period ("Validity Period").

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

## **8. Scope of Work**

The selected agency shall be responsible for the comprehensive Supply, Installation, Testing, Commissioning (SITC), Integration, and Maintenance of Environmental Monitoring Sensors, PTZ Cameras, and VMSB Displays along with all associated infrastructure, accessories, networking (4G, 5G SIM Based), mounting structures, poles, civil works, power arrangements, and communication equipment required for full end-to-end operationalization. All components must be housed on a single pole. The solution must be accessible at the existing City Command & Control Center (ICCC) of Gandhinagar Municipal Corporation through native applications.

### **8.1 Supply and Delivery of Equipment**

The selected agency shall be responsible for the end-to-end supply, safe delivery, and logistics management of all equipment and accessories required to complete the project. This includes procurement from OEMs/authorized distributors, handling, transportation, storage, and delivery to



the designated installation sites identified by GMC.

The supply scope shall include, but not be limited to, the following components:

1. **Environmental Monitoring Sensors** including sensor modules, data processing units, communication modules with 4G, 5G, mounting fixtures, weatherproof enclosures, and calibration accessories. The data for Environment Sensor would be stored for 365 days. Centralized monitoring and control i.e from ICCC must be possible for all Environment Sensors installed under this project through an application.
  - Smart environment sensors will gather data about pollution, ambient conditions (light, noise, temperature, humidity and barometric pressure), weather conditions (wind, rain, fog), levels of gases in the city (pollution) and any other events on an hourly and subsequently daily basis. It is for information of citizens and administration to further take appropriate actions during the daily course/cause of any event.
  - The environment sensors should have the following capabilities:
  - They should be ruggedized enough to be deployed in open air areas, on streets, roads, coastal areas, parks etc.
  - They should be able to read and report at least the following parameters: Air-Quality, Sun Light, Noise, Weather conditions etc.
  - Smart environment sensors will notify and allow citizens and administrators to keep a check on their activities which impact the environment and enable the city to take remedial action if required.
  - These environmental sensors can be connected via 4G, 5G SIM Based network and Wi-Fi networks and Ethernet Connectivity.
  - The data should be integratable in third party ICCC (Command and Control Centre) Software. Respective OEM should provide APIs /SDK. Various environment sensors shall sense the environment conditions and show the data in a native application of environment sensor where real time data resides and the same shall be made available to various other departments for decision making. The platform must include intelligent analytical engines that make information meaningful to all stakeholders and helps ease decision making.
  - The environmental data should be submitted in a print ready PDF report format on daily, weekly and monthly basis to the authority via email.
  - In a situation where environmental deterioration crosses a threshold limit set by the concerned authorities in the software system, the system should be able to notify the concerned authorities of various departments by means of SMS and E-mails.
  - Successful bidder can also make use of the Nearby Variable Messaging Displays to display the Environment parameter data.
  - The centralized application should allow the configuration of the sensor to the network.
  - The sensors should be able to be managed remotely.
  - Apart from information provision, the sensors must ensure data is transmitted



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securely and have security measures from sensors to the software platform.

2. **PTZ Surveillance Cameras** along with camera housings, lens assemblies, in built IR systems, mounting brackets, cabling kits, and ONVIF-compliant streaming interfaces. Local storage should be in a memory card of 512 GB capacity. Local Storage should be ensured for 30 days. Centralized monitoring and control i.e from ICCC must be possible for all PTZ cameras installed under this project through an application.
3. **Variable Message Signage Board (VMSB)** including LED panels, controller cards, cabinets, power modules, environmental protection enclosures, and message control interfaces. Centralized monitoring and control i.e from ICCC must be possible for all VMSB Displays installed under this project through an application.
  - Bidder is required to implement Variable Messaging Signage Boards housed on poles. GMC will have rights for usage of advertisement display boards for 100% time for displaying new/information.
  - These sites could provide information about various schemes, policies of Government being implemented for the welfare of citizens of Gandhinagar. It shall be possible to change the advertisements /Messages in these Variable Messaging Boards from a centralized location through the native application.
  - The data related to Environment Parameters captured by the Environment Sensors should be displayed on these Variable Messaging Signage Boards
4. **Network and Communication Equipment such as SIM Cards and other necessary components.**
5. **Mounting and Structural Components**, including:
  - GI / MS poles of suitable height and gauge
  - Foundations with civil work and RCC base
  - Pole-top brackets, clamps, and vibration-resistant fixtures
  - Cable conduits, protective casing, and junction boxes
  - It should be capable to withstand high wind speeds
6. **Electrical and Power Arrangement Components**, including:
  - MCBs, SPD surge arrestors, earthing kits, and safety isolators
  - Weatherproof outdoor-rated power connectors
  - Power cables and conduits from the nearest supply tapping point.

**The agency will be responsible to coordinate with Power DISCOMs (Torrent Power / UGVCL) and other stakeholders for supply of power at the junctions. The recurrent electrical charges will be borne by GMC.**

**Delivery Requirements**

- The bidder must ensure that all equipment is brand-new, free from manufacturing defects, and compliant with Indian environmental, electrical, and safety standards.



- All supplied items must carry OEM warranty along with serial number traceability.

## **8.2 Networking, Power, Mounting & Civil/Mechanical Works**

The Successful Bidder shall be responsible for end-to-end field deployment including power provisioning, network connectivity (SIM Based), mounting structures, cabling, and associated civil/mechanical works. The scope includes but is not limited to:

### **1. Power Supply & Cabling**

- Provisioning of suitable power source (AC/DC as per device requirement).
- Laying of high-quality weather-resistant power cables with proper conduit/HDPE protection.
- Installation of surge protection devices and earthing as per industrial standards.
- Ensuring separate MCB/MCCB protection for each installed device.

### **2. Network Connectivity**

- Provision of reliable network backhaul through 4G, 5G, Wi-Fi, Ethernet

### **3. Mounting Structures**

- The pole be strong enough to house all components (Environment Sensors, PTZ camera, VMSB Display and associated mounting structures), with 10 meters height. It should be capable to withstand high wind speeds.
- Design, fabrication, and installation of poles, brackets, clamps, GI pipes, and weatherproof mounting enclosures.
- All mounting structures must be anti-corrosive, vibration-resistant, and aligned to safety norms.
- PTZ Cameras must be installed at optimal height ensuring 360° visibility & minimal blind spots.
- Environmental Sensors must be installed as per CPCB-prescribed sensor height and placement standards.
- VMSB Displays should be hanged at the height of at least 5 meters or above, however the uniformity should be maintained on all the poles

### **4. Civil/Mechanical Works**

- Foundation work, concreting, anchor bolts, trenching, backfilling, and reinstatement of surfaces.
- Ensuring no obstruction to pedestrians, vehicles, or public infrastructure.
- All construction must comply with local building and municipal safety codes.

## **8.3 Software Integration Requirements**



## **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

- Software applications for Environment Sensors, PTZ Cameras and VMSB Displays must be accessible from a centralized location of GMC / Existing ICCC used by GMC
- No proprietary lock-in or vendor-specific restrictions shall be imposed.

### **1. Configuration and Interoperability Standards**

- Devices and software components must be compatible with common System Standards, including:
- Open API Framework based on REST

### **8.4 Five (5) Years Operations & Maintenance Support**

The Bidder shall provide comprehensive O&M support for 5 years, including:

#### **Preventive Maintenance**

- Routine inspection, cleaning, sensor calibration, camera angle verification, VMSB Displays
- Submission of maintenance & performance reports.

#### **Corrective Maintenance**

- On-call support for any system failures.
- Replacement of defective components as per SLA.

#### **SLA Compliance**

- Uptime as mentioned in SLA matrix
- Response Time & Resolution Time as defined in SLA Matrix.
- Penalties applicable for SLA non-compliance.

## **9. Technical Parameters**

### **9.1 Environmental Sensor**



**Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

<b>Parameter</b>	<b>Specification</b>
Measurement parameters and range (must measure required ranges)	PM 2.5: 0 to 600 micrograms / m3 PM 10: 0 to 900 micrograms / m3 NO2: 0 - 10 ppm NO: 0 - 10 ppm SO2: 0 - 10 ppm H2S: 0 - 10 ppm O3: 0 - 5 ppm CO: 0 - 500 ppm CO2: 0 - 2000 ppm NH3: 0 - 50 ppm CH4: 0 - 1000 ppm AQI - 0 to 301+ Light: up to 50,000 Lux UV Radiation: up to 10,000 uW/cm2 Noise: up to 135 dB (A) Rain : in mm/inch of rain
Temperature, Humidity and Atmospheric Pressure Sensors	Real-time Temperature Range: outdoor -10°C ~ 70°C Real-time in Air Humidity Level 0-100% RH Real-Time Atmospheric Pressure (in Bars or millibars)
Connectivity (Minimum)	4G,5G, Wi-Fi, Ethernet  Sensors must have Ethernet connectivity for wired data communication, and Sim based and WiFi for wireless data communication and USB /RS 232 / RS485 connectivity for external display connection.
Power	The sensor should be consuming power as low as 3 Watt.
Sensor Installation	The sensors should be installed between 12 to 15 feet height from ground level on pole
Data Frequency	Each environmental sensor should be sending data every 120 to 600 seconds. The data frequency should be changeable from the centralized native application
Measurement Principle	The sensors should be measuring air-quality from downward (ground) direction to capture vehicular pollution. The sensors should be measuring light parameters from top direction to capture maximum sunlight. The sensors should be measuring particulates from the sideward direction to avoid the effect of gravity on the measurement



**Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

<b>Parameter</b>	<b>Specification</b>
Measurement Flow-rate	The system should have minimum a suction based air measurement system. For Particulate monitoring should be having minimum 1 Liter / Min as the minimum required flow rate.
System backup	The system should have an internal memory for the data backup for minimum 7 days in case of network failure or system maintenance cycles
Sensor Configuration	Smart environmental sensors should be centrally configurable and updated from a centralized location through a native application
Weather Protection	The mechanical enclosure should be weather resistant with IP65 grade protection
Mechanical Enclosure	Smart Environment Sensor should be compact and should be inside a single enclosure (keeping only necessary parts outside for measurement constraints) without exceeding exterior dimensions 400mm X 300mm X 150mm for better aesthetic value. Mechanical Enclosure should be made of tamper proof material preferably engineering metal.
Make in India	The Hardware solution should be made in India.
Quality Certification	The Hardware manufacturer should be having Quality standards with ISO-9001 and Environmental Standards with ISO-14001
Application	Native application should be on premise / on MEITY empaneled cloud service provider

## **9.2 PTZ Camera**

Parameter	Specification Requirements
Image Sensor	1/3" CMOS
Resolution	Minimum 4 MP or higher
Focal Length / Optical Zoom	30x Optical Zoom or higher
Low Light Performance	Color: 0.03 Lux or lower; IR Distance: Minimum 150m
Compression Standards	H.265 / H.264 / MJPEG or better



**Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Video Frame Rate	1080P (1 ~ 25/30fps)
Digital Zoom (Video)	12X or better
Day and Night (Video)	Automatic, Color, Mono
Pan / Tilt Range	Pan: 360° ; Tilt: -15° to +90°, auto flip 180°
Preset Positions	Minimum 200 presets or higher
Network Standards	ONVIF Profile S / G / T compliant
Storage	On-camera microSD slot (512 GB or higher)
Environmental Protection	IP66 or better
Operating Temperature	-10°C to +55°C or better, 80% RH non-condensing within enclosure
Power Input	PoE+ (IEEE 802.3at) or 24V AC
Compatibility	Must be compatible with existing VMS of ICC
Connectivity (Minimum)	4G,5G, Wi-Fi, Ethernet
Certification	CE/EN, FCC, ETL/UL certified at the time of bidding
Application	Native application should be on premise / on MEITY empaneled cloud service provider
Security	Password Protection, HTTPS encryption, IEEE 802.1X
Mounting Accessories	For pole and surface mount with L/C Brackets



### 9.3 VMSB Display

Parameter	Specifications
Display Size (W x H)	1344 mm X 960 mm (4.41 ft X 3.15 ft) or better
Pixel Pitch	6.67 mm or better (Lower pitch is regarded as better)
Pixel Configuration	SMD 3in 1
Real Pixel Density	40,000 pixels per sqm or better
Viewing Angle	H 140 degrees / V 120 degrees or better
Refresh Frequency	Greater than or equal to 3840 Hz
Temp Range	-20 to +50 Degrees C or better
Grey Scale Processing	14 bits or better
Brightness (Calibrated)	7500 cd/m <sup>2</sup> or better
Maximum Power Consumption	850 w/sqm or lower
Dimming Capacity	255 levels
Input Voltage	200 ~ 240 VAC
Cabinet Specifications	Cabinet Resolution : 96 pixel length X 96 Pixel Height or better Size: 960 mm to 960 mm or better Weight: 39 KGs per piece (iron box) Cabinet Depth: 120 mm Material: MS
Contrast Ratio	5000:1 or Higher
Driving Method	1/2 scan or better
Auto Brightness	Auto Brightness Sensor to be provided
Access for Maintenance	Rear or Front
Ingress Protection of Front of Tile	Should meet or exceed Front IP65
Ingress Protection Rear of Tile	Should meet or exceed Rear IP54
Best Viewing Distance	10 meters to 100 meters
LED Life Span	>= 1,00,000 hours
Input Signal	HDMI, DisplayPort
Video Display Function	Display of Environment Sensor data, Text, Graphics, Pictures, Video, flashes
Application	Native application should be on premise / on MEITY empaneled cloud service provider
Connectivity (Minimum)	4G,5G, Wi-Fi, Ethernet



#### 9.4 Junction Box (Outdoor Field Enclosure)

1. Weatherproof outdoor junction box suitable for mounting on poles or walls.
2. Minimum IP65 protection rating to withstand dust, heat, rain and outdoor environmental conditions.
3. Constructed using powder-coated galvanized / FRP / Polycarbonate for corrosion resistance.
4. Adequate internal space to house network switch, power supply, surge protector and cable termination modules.
5. Cable entry/exit with gland-based sealing to avoid moisture ingress.
6. Proper internal mounting plate and DIN rails for neat cable management.
7. The enclosure shall have locking mechanism with tamper-resistant screws or padlock provision.
8. Should include proper earthing and bonding provisions.
9. Should include basic accessories like PDU, Cable Manager, MCB, FAN, Tray as per design.

#### 9.5 UPS

Parameter	Specification Requirement
Type	Online UPS
Capacity	Depending on load
Input Voltage Range	140V – 300V AC, Single Phase, 50 Hz
Output Voltage	230V AC $\pm$ 2% (Single Phase, Pure Sine Wave Output)
Output Frequency	50 Hz $\pm$ 1% (In backup mode)
Power Factor	Minimum 0.8 (Unity PF preferred)
Efficiency	> 85% (AC-AC)
Transfer Time	Zero transfer time (For online UPS)
Battery Backup	Minimum 1 Hours backup
Battery Capacity	Minimum 24 Ah to 42 Ah depending on required backup duration
Protections	Overload protection, Short circuit protection, Low/High voltage cutoff, Surge protection, Thermal protection, Battery deep discharge protection
Display Indicators	Mains On, Battery Mode, Low Battery, Overload, Fault Indicators
Operating Temperature	0°C to 50°C (field outdoor conditions)



Noise Level	≤ 45 dB at 1 meter
Certifications	CE / BIS / RoHS compliant components

## 9.6 Software / Application to monitor and manage the cameras / Environment sensors and VMSB Displays

A centralized monitoring and managing of all Environment Sensors, PTZ Cameras and VMSB Display must be possible from a centralized location.

## 9.7 Workstation

Sr.No.	Component	Specification / Description
1	Processor	Intel® Core™ i9 (16-20 Cores)
2	Operating System	Windows 11 Pro (64-bit), English
3	Memory (RAM)	32 GB DDR5, 4400 MHz
4	Graphics Card	NVIDIA 16 GB
5	Primary Storage (NVMe SSD)	512GB PCIe NVMe Class 40 M.2 SSD
6	Secondary Storage (HDD/SSD)	8 TB SATA HDD and extendable
7	Cooling System	Standard CPU Air Cooler
8	Power Supply Unit (PSU)	750W High-efficiency Power Supply
9	Keyboard	Wired Keyboard (USB)
10	Mouse	USB Optical Mouse
11	Network Interface	Wired (Ethernet) and Wireless (Wi-Fi)

**OEM and Bidder must submit the compliance of all the above specifications on their letter head with sign and stamp.**

## 10. Project Implementation Methodology

The selected Agency shall adopt a systematic and phased approach for execution of the project to ensure smooth deployment, operational reliability and timely completion. The methodology shall cover detailed planning, procurement, installation, testing, commissioning, training, go-live and handover for stable operations.

The Agency shall prepare and submit a Project Implementation Plan (PIP), including deployment schedule, resource plan, risk matrix, quality management plan, and site-wise execution timeline. The plan shall be reviewed and approved by G.M.C.

### 10.1 Project Phasing & Deployment Strategy

The deployment shall follow the below sequential phases:



Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)

<b>Phase</b>	<b>Description</b>	<b>Key Activities</b>	<b>Deliverables</b>
Site Survey & Planning	Detailed verification of deployment locations including power, network, pole structure, accessibility, and environmental conditions	Site walk-throughs, feasibility assessment, civil & mounting planning, BOM confirmation and finalization of Approved commercial	Site Survey Report, Location Approval.
Design & Procurement and delivery of equipment	Finalization of system architecture and procurement of approved OEM equipment	Compliance checks, procurement scheduling, delivery of equipment	System Design Document, Procurement Plan, Delivery of equipment
Installation & Integration	Physical installation and software configuration of environmental sensors, PTZ cameras & VMSB Display	Mounting, cabling, network integration, calibration, dashboard setup	Installation Completion Report per site
Go-Live & Handover	Final acceptance, stabilization and sign-off	UAT, Third Party Security Audit, Go-Live declaration, support handover	Third Party Security Audit Certificate from CERT-IN empaneled agency. Exit Management and Knowledge Transfer Plan Mobilization of manpower for hand holding support Approvals from client Standard Operating Procedures and Practices for operating and maintaining the solution, training guidelines,



Phase	Description	Key Activities	Deliverables
			Manuals such as Operational manual, Technical manuals, Setup Programs, etc.

## 10.2 Project Milestones

Phase	Description	Key Activities	Deliverables	Time Line
Site Survey & Planning	Detailed verification of deployment locations including power, network, pole structure, accessibility, and environmental conditions	Site walk-throughs, feasibility assessment, civil & mounting planning, Site walk-throughs, feasibility assessment, civil & mounting planning, BOM confirmation and finalization of Approved commercial	Site Survey Report, Location Approval	Work Order Date + 15 days
Design & Procurement and delivery of equipment	Finalization of system architecture and procurement of approved OEM equipment	Compliance checks, procurement scheduling and delivery of equipment	System Design Document, Procurement Plan, Delivery of equipment	Work Order date + 45 days
Installation & Integration	Physical installation and software configuration of environmental sensors, PTZ cameras & VMSB Display	Mounting, cabling, network integration, calibration, dashboard setup	Installation Completion Report per site	Work Order date + 75 days
Go-Live & Handover	Final acceptance, stabilization and sign-off	UAT, Third Party Security Audit, Go-Live declaration, support handover	Third Party Security Audit Certificate from CERT-IN empaneled agency. Exit Management and Knowledge Transfer Plan	Work Order date + 90 days



Phase	Description	Key Activities	Deliverables	Time Line
			Mobilization of manpower for hand holding support Approvals from client Standard Operating Procedures and Practices for operating and maintaining the solution, training guidelines, Manuals such as Operational manual, Technical manuals, Setup Programs, etc.	

Security Audit needs to be conducted under bidder’s scope before GO Live issuance, at no cost to GMC.

Operations and Maintenance will be paid in equated quarterly installments.

### 10.3 Go-Live

The system shall be declared Go-Live only after successful completion of the following:

- 100% completion of installation as per approved locations
- Successful SAT and UAT sign-off
- Training of staff and handover of documentation
- Stabilization run of minimum 15 days
- Go-Live will be issued to the agency, upon which the O&M Period shall commence.

#### 10.3.1 Service Level Agreements (SLA)

This section defines the minimum service levels to be maintained by the Selected Agency during the CAPEX Phase and Operations & Maintenance (O&M) period. The SLA will be monitored by Gandhinagar Municipal Corporation through periodic reports, system dashboards, and audits.

Failure to meet the SLAs shall attract penalties as defined under this section.

The following table shows SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful
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	UAT of the same.
Service Level Requirement	All the deliverables defined in the contract has to be submitted on-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay from the timelines mentioned in the RFP
Penalty for Non achievement of SLA Requirement	Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.5% of the CAPEX of approved commercial value per week for first 8 weeks and 0.7% per week for every subsequent week.  If the liquidated damage reaches 10% of the total contract value, GMC may invoke termination clause.

### 10.3.2 Device Uptime Requirements

The Selected Agency shall ensure continuous and stable operation of all deployed equipment and systems.

System Component	Minimum Uptime Requirement	Measurement Method
Environmental Sensor Units	≥ 98% per month	System-generated device health logs
PTZ Cameras	≥ 98% per month	Video Management Software / NMS uptime logs
VMSB Display	≥ 98% per month	Runtime monitoring & availability report
Network Connectivity & Communication Links	≥ 98% per month	Router/Switch/Link monitoring reports

**Note:**

Routine maintenance / scheduled maintenance downtime (pre-approved) shall not be counted as downtime.

Agency shall be responsible to record logs and reports (as per measurement methods defined in table above) through necessary application / software at no cost to GMC.



### 10.3.3 Response and Resolution Time Matrix

The agency must provide 24x7 Helpdesk Support with logging, tracking, escalation and closure of incidents.

Severity Level	Description	Response Time	Resolution Time
Critical	Impacts all components Environment Sensors, PTZ camera, VMSB Display	1 hour	6 hours
High	Performance degradation, intermittent outages, partial failure of Environment sensors, PTZ cameras VMSB Display Boards, Work Station, Integration issues	2 hour	12 hours
Medium	Minor operational issue, does not impact monitoring output.	4 hours	48 hours
Low	Cosmetic issues, UI alignment, non-functional indicators.	24 hours	5 working days

The authority's decision related to Severity Level (Critical, High, Medium, Low) for any incident will be final.

### 10.3.4 Penalty / Liquidated Damages (LD) Structure

Penalties shall be applied for non-compliance with uptime and resolution targets.

#### 10.3.4.1 Penalty for Device Uptime

Agency has to submit the SLA reports on uptime / downtime on Quarterly Basis for all IP Based Devices.

The SLA performance will be computed on quarterly basis and penalties will be calculated. The penalties applicable will be as per the following table;

Uptime Achieved	Penalty per Device
≥ 98%	No Penalty
95% to < 98%	0.5% of QUARTERLY payable amount for that device
90% to < 95%	1% of QUARTERLY payable amount for that device
< 90%	2% of QUARTERLY payable amount for that device

#### 10.3.4.2 Penalty for Delay in Resolution



<b>Delay Beyond Allowed Resolution Time</b>	<b>Penalty</b>
Up to 24 hours delay	₹500 per device/day
> 24 hours to 72 hours	₹750 per device/day
> 72 hours	₹1,000 per device/day

#### **10.3.4.3 Maximum Quarterly Penalty Cap**

- The total cumulative penalty for any quarter shall be capped at 10% of the quarterly O&M invoice value.
- If penalties exceed 10% for three consecutive quarters, the Client reserves the right to:
  - Invoke PBG, and/or
  - Replace the agency and blacklist as per rules

#### **10.3.4.4 Reporting and Review**

- Monthly and quarterly SLA report must be submitted to GMC.
- Regular review meetings shall be conducted for improvement actions.
- Data shall be captured through the monitoring dashboard & NMS logs

#### **10.3.4.5 Events beyond the control of the agency**

The following events will be considered as beyond the control of bidder/agency

- There is a Force Majeure event effecting the SLA which is beyond the control of the agency
- Theft / Vandalism / Damages due to road accident/ mishap / Deliberate damage to field devices and cables

**Important Note:** The downtimes on account of events which are beyond the control of bidder shall not be counted as downtime in SLA calculation.

### **10.4 Warranty & Support Requirements**

#### **10.4.1.1 Warranty Period**

- The selected agency shall provide 5 (Five) Years Comprehensive Warranty for all supplied hardware (Environmental Sensors, PTZ Cameras, VMSB, Controllers, Network Components, Mounting Accessories, etc.) from the date of GO Live.
- Warranty shall include repair / replacement of faulty parts, calibration, re-commissioning, firmware upgrades, and configuration support at no additional cost.



### 10.4.1.2 Firmware & Software Upgrades

- The agency shall provide lifetime firmware updates for all devices.
- Regular version upgrades, security patches and feature updates to be done in the entire contract period.

## 10.5 Work Completion Timelines and Payment Terms

The payment schedule and milestones are divided into two phases:

- Implementation Phase
- Operations and Maintenance Phase

After the site survey milestone is completed, based on the site feasibility, an approved commercial (Bill of Material (BoM)) for CAPEX and OPEX will be finalized based on which milestone wise payments will be made to the agency.

### Milestones and Payment Schedule for Implementation Phase (subject to submission and approval of deliverables)

Phase	Time Line	Payment Terms
Site Survey & Planning	Work Order Date + 15 days	10% of Approved CAPEX cost
Design & Procurement and Delivery of Equipment	Work Order date + 45 days	35% of Approved CAPEX cost
Installation & Integration	Work Order date + 75 days	45% of Approved CAPEX cost
Go-Live & Handover	Work Order date + 90 days	10% of Approved CAPEX cost

### Milestones and Payment Schedule for Operation and Maintenance Phase (OPEX Cost)

Payment Milestones	Payment Schedule
Year 1 Payment for O&M after Go-Live	Equated Quarterly Payments
Year 2 Payment for O&M after Go-Live	Equated Quarterly Payment
Year 3 Payment for O&M after Go-Live	Equated Quarterly Payment
Year 4 Payment for O&M after Go-Live	Equated Quarterly Payment
Year 5 Payment for O&M after Go-Live	Equated Quarterly Payment

- Payment of Operations and Maintenance phase will be made on quarterly basis (at completion of each quarter) based on the adherence to SLA, for the amount quoted for each respective year.
- The payment shall be inclusive of Goods and Services Tax, Duties/Fees, Levies, Charges and Commissions as applicable under the relevant Local Laws or Laws of India. Should there be a change in such applicable taxes/levies/charges, the actual taxes/levies/charges on the date of billing would prevail.
- The Authority will release the payment within 45 days of submission of valid invoice subject



Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)

to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of GMC. The Authority shall be entitled to delay or withhold the payment of any invoice or part of it delivered by agency, where it disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in resolution of dispute. No interest will be payable on delayed payments.



## Annexure-1 Format for Power of Attorney

(On Rs. 300 Stamp Paper and notarized)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for **‘Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**, in response to the tenders invited by the client, including signing and submission of all documents and providing information / responses to the client in all matters in connection with our bid, communication with the client and signing of the contract, in case the contract is awarded to us.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this     day of 2025

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

### Note:

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



Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)

- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- In case the person who has been executing this Power of Attorney leaves the company, authorized person of the bidder's company should submit a fresh Power of Attorney to the client.
- In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



## Annexure-2 Format for Cover Letter

[On the letterhead of the organization]

Date: <DD/MM/YYYY>

To

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

**Sub: Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref : Tender No: <No> dated <DD/MM/YYYY>

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide our services as required and outlined in the RFP for the **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP. 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 the client, 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 the department in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. 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 RFP.

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 :

Company :

Address :

Telephone & Fax :

E-mail Address :



### Annexure 3 Format for Affidavit

(On Rs. 300 Stamp Paper and notarized)

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref: RFP No. <<.....>> dated << .....>>

In response to the Tender for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)** as an owner/partner/Director of, \_\_\_\_\_ I/We \_\_\_\_\_ do hereby certify that all the statements made in the Tender Document are true and correct to the best of my/our belief and knowledge.

I/We hereby declare that our Agency \_\_\_\_\_ has an unblemished past record and has not been declared ineligible due to corrupt & fraudulent practices either indefinitely or for a particular period of time.

I/We \_\_\_\_\_ hereby understand and agree that any person or party who is minor or who has been adjudged insolvent or who has been convicted in a Court of Law for an offence under Indian Penal Code or offence involving moral turpitude or other criminal activities or detained under and preventive law for the time being in force such as T.A.D.A., F.E.M.A., etc. or who has been black listed by the Government of India, is not eligible to submit the Tender Document. Tender Documents submitted by such person shall be treated as invalid.

I/We \_\_\_\_\_ hereby understand and agree that any further information required by GMC may be requested and we hereby agree to furnish any such information at the request of GMC.

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

We have read the provisions of the RFP, Annexure thereto and addenda. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our bid shall not be given effect to and shall not be binding on the client in case our bid is accepted.



Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)

We understand that any component or service required for completion of the project will be made available by us without any additional financial implication, except those explicitly mentioned in the RFP, to the client.

Signature of Bidder (with official seal)

Date

Name

Designation

Contact Number



**Annexure-4 Format for Earnest Money Deposit (Bank Guarantee)**

To

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

Ref: RFP No. <<.....>> dated << .....>>

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at ..... or (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for **“Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)”**

KNOW ALL MEN by these presents that WE <<Name of Bank>> of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gandhinagar Municipal Corporation (hereinafter called "the Client") in the sum of Rs. \_\_\_\_\_ for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of ----- 2025

THE CONDITIONS of this obligation are:

If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid

If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:

- withdraws his participation from the Proposal during the period of validity of Proposal document;
- fails to extend the validity if required and as requested or
- fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

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

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 45 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)



## Annexure-5 Format for Performance Bank Guarantee

(On Rs. 300 Stamp Paper and notarized)

Place:

Date:

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref: RFP No. <<.....>> dated << .....>>

Bank Guarantee Number:

Dear Sir,

Whereas, <name of the Supplier and address> (hereinafter called “the Agency”) has undertaken, in pursuance of contract no. dated. to provide **Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)** to Gandhinagar Municipal Corporation (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, a banking company incorporated and having its head/registered office at \_\_\_\_\_ and having one of its office at \_\_\_\_\_ have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. \_\_\_\_\_ (Rupees only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. (Rupees only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us \_\_\_\_\_ with \_\_\_\_\_ the \_\_\_\_\_ demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <insert date>) Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs. (Rupees only).
2. This bank guarantee shall be valid up to <insert expiry date>



3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <insert expiry date> failing which our liability under the guarantee will automatically cease.

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

**List of approved Banks**

(Any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2013/655/DMO dated 31.03.2014 issued by Finance Department or further instruction issued by Finance department time to time.



## Annexure-6 Non- Termination Certificate

[On the letterhead of the organization]

Date: dd/mm/yyyy

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref: RFP No. <<.....>> dated << .....>>

### Non-Termination Certificate

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), as on date of submission of the bid, has not withdrawn from similar project or have not had any termination of contract from similar project with Government entities (Central Government / State Government / ULBs) in the last 3 years.

Signature:

Name of the Authorized Signatory:

Designation:



## Annexure- 7 No Deviation Certificate

(To be provided on the Company letter head)

Place

Date

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no.\_\_\_\_\_ dated\_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



## Annexure- 8 Total Responsibility Certificate

(To be provided on the Company letter head)

Place

Date

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature: Name:

Designation:

Address:

Seal:

Date:



### **Annexure- 9 Bidder Details**

1. Details of the Bidder (Firm/ Company)
2. Name
3. Address
4. Telephone Fax
5. E-mail – Website
6. Details of Authorized person
7. Name
8. Address
9. Telephone E-mail
10. Information about the Firm/ Company
11. Status of Firm/ Company (Public Ltd. / Pvt. Ltd etc.)
12. Details of Registration (Ref e.g. ROC Ref #)
13. Number of full-time professionals on role
14. Locations and Status of Firm/ addresses of offices (in India and overseas)

Any other details relevant to the bidder in context of this RFP and its contents to be covered.



### Annexure- 10 Financial Turnover and Net worth

(Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover and net worth)

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref: RFP No. <<.....>> dated << .....>>

We hereby certify the below information on the basis of the audited financial statements for the financial years ended on 31<sup>st</sup> March 2023, 31<sup>st</sup> March 2024, 31<sup>st</sup> Mar 2025 of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_

Financial year	Annual Turnover in Cr (Overall)	Annual Turnover in Cr (ICT/IT/ITES)	Net-worth
2022-23			
2023-24			
2024-25			
<b>Average Annual Turnover</b>			



## Annexure- 11 Non-Black Listing

(On Rs. 300 Stamp Paper and notarized)

To,

### **The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref: RFP No. <<.....>> dated << .....>>

Sir/Madam,

Date: dd/mm/yyyy

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for “Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**”, as an owner/ partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

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

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

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



## Annexure- 12 Non-Violation of IPR

[On the letterhead of the organization]

Date: dd/mm/yyyy

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

Ref: RFP No. <<.....>> dated << .....>>

**Non Violation of Intellectual Property Rights**

Sir / Madam,

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), as on date of submission of the bid, has not violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.

Signature:

Name of the Authorized Signatory:

Designation:



### Annexure 13 History of Litigations

[On the letterhead of the organization]

Date: dd/mm/yyyy

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for “**Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**”

Ref: RFP No. <<.....>> dated << .....>>

Sir / Madam,

#### Litigation History

Other party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing present status

Signature:

Name of the Authorized Signatory:

Designation:



### Annexure 14 – Bidder’s experience Citation Format

Bidder is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. **All credentials should be followed by relevant documentary proof with highlighted sections which are relevant to the criteria under this project**

Name of the Project & Location	
Client’s Name and Complete Address with email address	
Narrative description of project (must clearly elaborate sections which are relevant to the criteria under this project)	
Contract Value for the bidder (in Indian Rupees)	
Date of Start	
Date of Completion	



### Annexure 15 – Format for Commercial Bids

The commercial bids need to be filled online on nprocure as per BoQ format provided. No part of the project’s commercial bid must be a part of Technical Bid.

Sr. No.	Item Description	UoM	Qty.	Unit Base Price without tax (In Indian Rupees)	All taxes, levies, duties etc. as applicable (In Indian Rupees) (Per Unit)	Unit Base Price with tax (In Indian Rupees)	Total Capex (INR) with tax	Total Opex for 5 Years (INR) with tax	Total Cost CAPEX + OPEX
a	B	c	d	e	f	g = e+f	h = g*d	j	k = h+j
1	Environmental Sensor	Nos	5						
2	SIM Card	Nos	15						
3	PTZ Camera	Nos	5						
4	Variable Messaging signage (with Controller)	Nos	5						
5	Mounting Structures / Poles	Nos	5						
6	Field Junction Box	Nos	5						
7	UPS + battery for 1 Hour Backup	Nos	5						
8	Cabling & Accessories for Field Device	Lot	1						
9	Workstation	Nos	1						
10	Power Connection	Nos	5						
11	Any Other								
<b>Total</b>									



**Annexure 16 – Draft Contract**

<<To be printed on Rs. 300/- Stamp Paper>>

This AGREEMENT is made at \_\_\_\_\_, Gandhinagar, Gujarat, on this \_\_\_\_\_ day of \_\_\_\_\_,

BETWEEN

-----, hereinafter referred to as "Client", or "GMC" (which expression unless repugnant to the context therein shall include its administrator and permitted assignees) of the FIRST PART;

AND

-----, a company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_, hereinafter referred to as "Agency" or "Selected Bidder" or "Vendor" or "System Integrator" or "SI", (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

Whereas GMC has envisaged to implement Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC).

And whereas GMC published the RFP to seek services of a reputed firms for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC).

And whereas M/s\_\_\_\_\_ has submitted its proposal for "Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)";

AND whereas GMC has selected M/s \_\_\_\_\_ as agency and issued Letter of Intent / Work Order dated ..... to the agency who in turn signed and returned the same as a token of acceptance of Letter of Intent / Work Order.

And whereas GMC and M/s \_\_\_\_\_ have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- A. The Authority has accepted the tender of agency for the provision and execution of the said works for the sum of Rs ..... (Rupees only) as per terms laid out in the RFP.
- B. Agency hereby agrees to provide Services to Authority, conforming to the specified Service Levels and conditions mentioned.
- C. The following documents attached hereto shall be deemed to form an integral part of this Agreement:



1. Scope of Services for the agency (Annexure )
2. Detail Commercial proposal of the agency accepted by GMC (Annexure )
3. SLA to be adhered by the agency (Annexure )
4. Corrigendum Document published by GMC subsequent to the RFP for this work (Annexure )
5. RFP Document of GMC for this work (Annexure )
6. Lol issued by the GMC to the agency (Annexure )
7. Acceptance of Lol by Agency (Annexure )
8. Work Order issued by GMC to agency
9. The agency's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (Annexure )

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:

## **General Conditions of Contract**

### **1. Definition**

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

- a. "Authority" means Gandhinagar Municipal Corporation
- b. "Contract" means this Agreement entered into between GMC and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;
- c. "Agency" means M/s interchangeably referred to as "Selected Bidder" or "Agency" or "Selected Bidder" or "Vendor" or "System Integrator" or "SI" in the contract; and
- d. "RFP" means the Tender Published by GMC (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- e. "Deliverable" means any action / output generated by the agency 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.
- f. "Assets" refer to all the hardware / Software / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilised by the agency for the Gandhinagar Municipal Corporation
- g. LOI means Letter of Intent issued to successful bidder basis techno-commercial evaluation of bids submitted.
- h. "OEM" means Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to authority under the scope of RFP.
- i. "Acceptance of System" The system shall be deemed to have been accepted by the Authority, subsequent to its installation, rollout and deployment of trained



manpower, when all the activities as defined in Scope of Work under this RFP have been successfully executed and completed to the satisfaction of Authority

- j. “Applicable Law(s)” Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
- k. “Contract Value” means the price payable to agency under this Contract for the full and proper performance of its contractual obligations.
- l. “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- m. “Effective Date” means the date on which this Contract is signed or Lol is issued by Authority, whichever is earlier and executed by the parties hereto.
- n. “GCC” means General Conditions of Contract
- o. “Goods” means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material/items which AGENCY is required to supply, install and maintain under the contract.
- p. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- q. “Go- Live” means installation, testing, commissioning of project, and commencement of all components, including training as per scope of work mentioned in RFP. Bidder should have the approval from Authority for user acceptance testing.
- r. “Notice” means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
- s. “Agency’s Team” means agency who has to provide goods & services to the Authority under the scope of this Contract. This definition shall also include any and/or all of the employees of the agency, authorized service providers/partners and representatives or other personnel employed or engaged either directly or indirectly by agency for the purposes of this Contract.
- t. “Replacement Service Provider” means the organization replacing the agency in case of contract termination for any reasons
- u. “Sub-Contractor” shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
- v. “SCC” means Special Conditions of Contract.
- w. “Services” means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.



## 2. Interpretation

In this Contract unless a contrary intention is evident:

- the clause headings are for convenient reference only and do not form part of this Contract;
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- a word in the singular includes the plural and a word in the plural includes the singular;
- a word importing a gender includes any other gender;
- a reference to a person includes a partnership and a body corporate;
- a reference to legislation includes legislation repealing, replacing or amending that legislation;
- where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- in the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

## 3. Conditions Precedent

This Contract is subject to the fulfillment of the following conditions precedent by agency.

- a) Furnishing by agency, an unconditional and irrevocable Performance Bank Guarantee (PBG) (Annexure 5 of the RFP) and acceptable to the Authority which would remain valid until such time as stipulated by the Authority.
- b) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for agency/agency’s team, etc.
- c) Furnish notarized copies of any/all contract(s) duly executed by agency and its OEMs existing at the time of signing of this contract in relation to the Authority’s project.
- d) Furnishing of such other documents as the Authority may specify/demand.
- e) The Authority reserves the right to waive any or all of the conditions specified in Clause c above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.
- f) In the event that any of the conditions set forth in Clause c hereinabove are not fulfilled within 1 months from the date of this Contract, or such later date as may be mutually agreed upon by the parties, the Authority may terminate this Contract.
- g) In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence :



- Pre-bid clarification and Corrigendum, if any
- RFP

#### **4. Scope of Work**

- a) Scope of the work shall be as defined in this RFP and Annexures thereto of the tender.
- b) Authority has engaged agency to provide services related to Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation using which the Authority intends to perform its business operations. Agency is required to provide such goods, services and support as the Authority may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Authority, in order to meet its business requirements (hereinafter 'scope of work').

#### **5. Key Performance Measurements**

- a) Unless specified by the Authority to the contrary, agency shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the SLAs as laid down in the RFP .
- b) If the Contract, scheduled requirements, SLAs includes more than one document, then unless the Authority specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c) The Authority reserves the right to amend any of the terms and conditions in relation to the Contract/SLAs and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the project requirements.

#### **6. Commencement and Progress**

- a) Agency shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work defined in the RFP
- b) Agency shall proceed to carry out the activities/services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- c) Agency shall be responsible for and shall ensure that all activities/services are performed in accordance with the Contract, Scope of Work and SLAs and that agency's team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- d) Agency shall perform the activities/services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third parties.



## **7. Standards of performance**

Agency shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. Agency shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

## **8. Approvals and Required Consents**

- a) The Authority shall extend necessary support to agency to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for agency to provide the Services. The costs of such Approvals shall be borne by agency. Both parties shall give each other all co-operation and information reasonably.
- b) The Authority shall also provide necessary support to agency in obtaining the Approvals. In the event that any Approval is not obtained, Agency and the Authority shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Authority, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that agency's obligations are dependent upon such Approvals.

## **9. Agency's Obligations**

- i. Agency's obligations shall include all the activities as specified by the Authority in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Authority to meet the objectives and operational requirements. It shall be agency's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- ii. In addition, agency shall provide services to manage and maintain the said system and infrastructure as mentioned in RFP
- iii. Authority reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the Authority may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with agency.
- iv. Authority reserves the right to require changes in personnel which shall be communicated to agency. Agency with the prior approval of the Authority may make additions to the project team without any financial implication to GMC. Agency shall



- provide the Authority with the resume of Key Personnel and provide such other information as the Authority may reasonably require. The Authority also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, agency shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- v. Agency shall be fully responsible for deployment/installation/development and integration of all the software and hardware components and resolve any problems/issues that may arise due to integration of components
  - vi. Agency shall ensure that the OEMs supply equipment/components including associated accessories and software required and shall support agency in the installation, commissioning, integration and maintenance of these components during the entire period of contract.
  - vii. It must clearly be understood by agency that warranty and O&M of the system, products and services incorporated as part of system would commence from the day of Go-Live of the respective phase including all the solutions proposed. Agency would be required to explicitly display that he/they have a back to back arrangement for provisioning of warranty/O&M support till the end of contract period with the relevant OEMs. The annual maintenance support shall include patches and updates the software, hardware components and other devices
  - viii. The Authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between agency and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by AGENCY to the Authority
  - ix. Agency shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If the OEM declares any of the products/solutions end-of-sale subsequently, the agency shall ensure that the same is supported by the respective OEM for contract period.
  - x. If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, Agency should replace the products/solutions with an alternate that is acceptable to the Authority at no additional cost to the Authority and without causing any performance degradation.
  - xi. Agency shall ensure that the OEMs provide the support and assistance to Agency in case of any problems/issues arising due to integration of components supplied by him with any other component(s)/product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, Agency shall replace the required component(s) with an equivalent or better substitute that is acceptable to Authority without any additional cost to the Authority and without impacting the performance of the solution in any manner whatsoever
  - xii. Agency shall ensure that the OEMs for hardware / equipment supply and/or installation of all type of updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the Authority.



- xiii. Agency and their personnel/representative shall not alter/change/replace any hardware component proprietary to the Authority and/or under warranty or O&M of third party without prior consent of the Authority
- xiv. Agency shall provision the required critical spares/components at the designated Sites/office locations of the Authority for meeting the uptime commitment of the components supplied by him
- xv. Agency's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. Agency's representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. Agency shall extend full co-operation to Authority's representative in the manner required by them for supervision / inspection / observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of Agency's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/Vendors of the Authority working at the Authority's office locations & field locations.
- xvi. Agency shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Authority in order to resolve issues and oversee implementation of the same. Agency shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- xvii. Agency shall co-ordinate with the Authority and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in RFP document.
- xviii. Minimum Specifications of the product is mentioned in the RFP. However, Agency can offer better specs, if required to meet the SLA.
- xix. After obtaining the approval from the Authority, Agency shall commence the installation.
- xx. Agency shall monitor progress of all the activities related to the execution of this contract and shall submit to the Authority, progress reports with reference to all related work, milestones and their progress during the implementation phase.
- xxi. Periodic meetings may be held between the representatives of the Authority and Agency, as per need, during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on need basis, as desired by Authority, to discuss the performance of the contract.
- xxii. Agency shall ensure participation of relevant project team members in such meetings
- xxiii. All the goods, services and manpower to be provided/deployed by agency under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Authority's representative in accordance with the Contract.
- xxiv. It will be agency's responsibility to obtain any permissions from relevant stakeholders, for execution of works to be executed under this project.
- xxv. The Authority reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Authority may demand and upon such demand being made, agency



- shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/performance of the work/service
- xxvi. At any time during the course of the Contract, the Authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by agency of its obligations/functions in accordance with the standards committed to or required by the Authority and agency undertakes to cooperate with and provide to the Authority/any other agency appointed by the Authority, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.
- xxvii. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/standards, the Authority's representative shall so notify agency in writing
- xxviii. Agency shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. Agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of work does not conform to the approved plan agency shall produce at the request of the Authority's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- xxix. The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve agency of any of his duties or responsibilities under the Contract.
- xxx. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, agency shall deploy extra manpower/resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra manpower/resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by agency within the contract value.
- xxxi. Agency shall keep all the tangible Assets in good and 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
- xxxii. Agency shall Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the agency will be followed by the agency & any person who will be responsible for the use of the Asset;
- xxxiii. Take such steps as may be recommended by the manufacturer of the Assets and notified to the agency or as may be necessary to use the Assets in a safe manner;
- xxxiv. Provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users and shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- xxxv. To the extent that the Assets are under the control of the agency, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them,



- xxxvi. Provide and facilitate access to Authority 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;
- xxxvii. 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;
- xxxviii. Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- xxxix. Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
  - xl. Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance & any other insurance for the Assets, data, software, etc. in the joint names of GMC & the agency, where agency shall be designated as the 'loss payee' in such insurance policies; agency shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
  - xli. 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 Authority of this Project in an efficient and speedy manner; and Obtain a sign off from Authority or its nominated agencies at each stage as is essential to close each of the above considerations.
  - xlii. Ownership of the Assets shall vest with Authority on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with Authority upon creation of such asset. The agency shall not use Authority's data to provide services for the benefit of any third party, as a service bureau or in any other manner. If during any inspection, damages are found to the assets and are found unacceptable to the Authority, then corresponding penalty/liquidated damages shall be recovered from agency from the fees payable.
  - xliii. All Licenses under the project must be in the name of authority and perpetual in nature
  - xliv. All SIM Cards and Power Connections under the project must be in the name of authority. Recurrent charges incurred as SIM Cards' billing will be borne by the agency as a part of Operations and Maintenance.

### **Knowledge of Project**

Agency shall be deemed to have knowledge of the entire project and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey/during delivery or installation, agency detects physical conditions and/or obstructions affecting the work, agency shall take all measures to overcome them.

### **Project Plan**



Within 15 calendar days of effective date of the contract/Issuance of Lol, agency shall submit to the Authority for its approval a detailed Project Plan with details of the Project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by agency shall conform to the requirements and timelines specified in the Contract. The Authority and agency shall discuss and agree upon the work procedures to be followed for effective execution of the works, which agency intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan shall not relieve agency of any of his duties or responsibilities under the Contract.

If agency's work plans necessitate a disruption/shutdown in Authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of agency to develop/adhere such a work plan shall be to his account.

#### **Adherence to safety procedures, rules regulations and restriction**

- Agency's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Authority shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.
- Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Agency's Team shall adhere to all security requirement/regulations of the Authority during the execution of the work. Authority's employee also shall comply with safety procedures/policy.
- Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

#### **Statutory Requirements**

During the tenure of this Contract nothing shall be done by agency or his team in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Authority indemnified in this regard.

#### **10. Authority's Obligations**

- i. Authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to agency.



- ii. Authority shall ensure that timely approval is provided to agency as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
- iii. The Authority's representative shall interface with agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary.
- iv. Authority may provide on Bidder's request, particulars/information/or documentation that may be required by agency for proper planning and execution of work and for providing services covered under this contract and for which agency may have to coordinate with respective vendors.
- v. Authority shall provide to agency only sitting space and basic infrastructure not including, stationery and other consumables at the Authority's office locations.
- vi. Site Not Ready: Authority hereby agrees to make the project sites ready as per the agreed specifications, within the agreed timelines. Authority agrees that agency shall not be in any manner liable for any delay arising out of site not being ready.

## **11. Payments**

- a) Authority shall make payments to agency at the times and in the manner set out in the Payment schedule as per Payment Milestones specified in the RFP subject to the penalties as mentioned under Service Levels. Authority shall make all efforts to make payments to agency within 45 days of receipt of invoice(s) and all necessary supporting documents.
- b) All payments agreed to be made by Authority to agency in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Authority shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.
- c) No invoice for extra work/change order on account of change order shall be submitted by agency unless the said extra work/change order has been authorized/approved by the Authority in writing in accordance with Change Control Note provided in this document.
- d) In the event of Authority noticing at any time that any amount has been disbursed wrongly to agency or any other amount is due from agency to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying agency or deduct such amount from any payment falling due to agency. The details of such recovery, if any, shall be intimated to agency. Agency shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or agency.
- e) All payments to agency shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, agency is liable, the same



shall be deducted by Authority from any dues to agency. All payments to agency shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to agency on chargeable basis.

### Work Completion Timelines and Payment Terms

The payment schedule and milestones are divided into two phases:

- iii. Implementation Phase
- iv. Operations and Maintenance Phase

After the site survey milestone is completed, based on the site feasibility, an approved commercial (Bill of Material (BoM)) for CAPEX and OPEX will be finalized based on which milestone wise payments will be made to the agency.

### Milestones and Payment Schedule for Implementation Phase (subject to submission and approval of deliverables)

Phase	Time Line	Payment Terms
Site Survey & Planning	Work Order Date + 15 days	10% of Approved CAPEX cost
Design & Procurement and Delivery of Equipment	Work Order date + 45 days	35% of Approved CAPEX cost
Installation & Integration	Work Order date + 75 days	45% of Approved CAPEX cost
Go-Live & Handover	Work Order date + 90 days	10% of Approved CAPEX cost

### Milestones and Payment Schedule for Operation and Maintenance Phase (OPEX Cost)

Payment Milestones	Payment Schedule
Year 1 Payment for O&M after Go-Live	Equated Quarterly Payments
Year 2 Payment for O&M after Go-Live	Equated Quarterly Payment
Year 3 Payment for O&M after Go-Live	Equated Quarterly Payment
Year 4 Payment for O&M after Go-Live	Equated Quarterly Payment



<b>Payment Milestones</b>	<b>Payment Schedule</b>
Year 5 Payment for O&M after Go-Live	Equated Quarterly Payment

- Payment of Operations and Maintenance phase will be made on quarterly basis (at completion of each quarter) based on the adherence to SLA, for the amount quoted for each respective year.
- The payment shall be inclusive of Goods and Services Tax, Duties/Fees, Levies, Charges and Commissions as applicable under the relevant Local Laws or Laws of India. Should there be a change in such applicable taxes/levies/charges, the actual taxes/levies/charges on the date of billing would prevail.
- The Authority will release the payment within 45 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of GMC. The Authority shall be entitled to delay or withhold the payment of any invoice or part of it delivered by agency, where it disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in resolution of dispute. No interest will be payable on delayed payments.

## 12. Intellectual Property Rights

- a) Retention of Ownership except for the rights expressly granted to the Licensee under this Agreement, the Licensor shall retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.
- b) Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.
- c) Authority shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by AGENCY solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. AGENCY undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Authority, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Authority.
- d) Pre-existing work: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the Authority will also have rights to use



and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals etc. provided or used by the AGENCY/subcontractors as part of the Scope of Works under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

- e) COTS/ third party products: All Commercially off the Shelf (COTS) products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of the Authority or mentioning the Authority as the end user of such licenses.
- f) AGENCY shall be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to the Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. Unless otherwise specifically restricted by the Licensing Terms of the COTS products, all intellectual property rights in any development/enhancement/ customization etc. done on the COTS products pursuant to this Agreement shall be owned by the Authority.
- g) Further, the AGENCY shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the deliverables, goods, services, applications, services etc. provided by the AGENCY/subcontractors under this Agreement shall be acquired in the name of the Authority and to use such licenses till the Term on behalf of the Authority solely for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals etc. shall endure to the exclusive benefit of the Authority.
- h) AGENCY shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority in writing

### **13. Taxes**

- a) AGENCY shall bear all personnel taxes levied or imposed on its personnel, or any other member of AGENCY's Team, etc. on account of payment received under this Contract. AGENCY shall bear all corporate taxes, levied or imposed on AGENCY on account of payments received by it from the Authority for the work done under this Contract.
- b) AGENCY shall bear all taxes and duties etc. levied or imposed on AGENCY under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, GST and relevant amendments Works Contracts Tax and all Income Tax



levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Authority under the Contract. It shall be the responsibility of AGENCY to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. AGENCY shall also provide the Authority such information, as it may be required in regard to AGENCY's details of payment made by the Authority under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law and the Authority shall promptly furnish to AGENCY original certificates for tax deduction at source and paid to the Tax Authorities.

- c) AGENCY agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- d) AGENCYs shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Authority under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
- e) Should AGENCY fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, AGENCY shall pay the same. AGENCY shall indemnify Authority against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Authority/Prime Bidder.
- f) The Sales Tax/VAT on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by AGENCY within the Contract Price. Service Tax/Terminal Sales Tax/Works Contract Tax, etc., if any applicable, shall be payable extra, at actuals by the Authority in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.
- g) The Authority shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by AGENCY at the rates in force, from the amount due to AGENCY and pay to the concerned tax authority directly.

#### **14. Indemnity**

- a) AGENCY shall indemnify the Authority 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 Contract period out of: any negligence or wrongful act or omission by AGENCY or any third party associated with AGENCY in connection with or incidental to this Contract; or 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



- b) Regardless of anything contained (except for AGENCY's liability for bodily injury arising out of gross negligence or wilful misconduct for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of AGENCY, is restricted to the total value of the contract and AGENCY is not responsible for any third party claims.

## **15. Warranty**

- a) A comprehensive warranty applicable on goods supplied under this contract shall be provided for the remaining period of contract from the date of acceptance of respective system by the Authority.
- b) Technical support for software applications shall be provided by the respective OEMs for the period of contract. Technical support should include all upgrades, updates and patches to the respective software applications.
- c) The AGENCY warrants that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing end-of-sale/end-of-support; and shall be supported by the AGENCY and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- d) The AGENCY warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- e) The AGENCY further warrants that the goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Authority's specifications) or from any act or omission of the AGENCY, that may develop under normal use of the supplied goods in the conditions prevailing at the respective Datacenter/Server Room Sites.
- f) The Authority shall promptly notify the AGENCY in writing of any claims arising under this warranty.
- g) Whenever a component has to be replaced because of technical, functional, manufacturing or any other problem, it shall be replaced with a component of the same make and configuration. In case the component of same make and configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration approved by the GMC.
- h) Upon receipt of such notice, the AGENCY shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without prejudice to any other rights which the Authority may have against the AGENCY under the Contract.
- i) If the AGENCY, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary,



at the AGENCY's risk and expense and without prejudice to any other rights which the Authority may have against the AGENCY under the Contract.

- j) Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable

## **16. Term and Extension of the Contract**

- a) The Contract period shall commence from the date of signing of contract or Issuance of Lol, whichever is earlier, and shall remain valid for 5 years and 3 months from the date of signing of contract.
- b) If the delay occurs due to circumstances beyond control of AGENCY such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of AGENCY, a reasonable extension of time shall be granted by the Authority.
- c) The Authority shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to AGENCY, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant AGENCY an extension of the Term. The decision to grant or refuse the extension shall be at the Authority's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and AGENCY.
- d) Where the Authority is of the view that no further extension of the term be granted to AGENCY, the Authority shall notify AGENCY of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, AGENCY shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Authority shall either appoint an alternative AGENCY or create its own infrastructure to operate such Services as are provided under this Contract.

## **17. Dispute Resolution**

- a) In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- b) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.



- c) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- The Arbitration proceedings shall be held in Gandhinagar, Gujarat, India.
  - The Arbitration proceeding shall be governed by the substantive laws of India.
  - The proceedings of Arbitration shall be in Hindi/English language.
  - Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/nominate one Arbitrator each, the two Arbitrators so appointed/nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
  - In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Gujarat High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
  - Any letter, notice or other communications dispatched to AGENCY relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by AGENCY shall be deemed to have been received by AGENCY although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
  - If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
  - It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
  - It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
  - The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
  - The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

## 18. Conflict of Interest



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

### **19. Publicity**

AGENCY shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Authority first gives AGENCY its written consent.

### **20. Force Majeure**

- a) Force Majeure shall not include any events caused due to acts/omissions of AGENCY resulting in a breach/contravention of any of the terms of the Contract and/or AGENCY's Bid. It shall also not include any default on the part of AGENCY due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- b) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, Vandalism (due to Law & Order situation), Terrorism, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of AGENCY in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- c) In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

### **21. Delivery**

- a) AGENCY shall bear the cost for packing, transport, insurance, and delivery of all the goods for RFP for Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC).



- b) The goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Authority.
- c) AGENCY shall only procure the hardware and software after approvals from a designated Committee/Authority.

## **22. Insurance**

- a) The goods supplied under this Contract shall be comprehensively insured by AGENCY at his own cost, against any loss or damage, for the entire period of the contract. AGENCY shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- b) AGENCY shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by AGENCY.
- c) AGENCY shall take out and maintain at its own cost, on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as specified below; a. At the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. b. Employer's liability and workers' compensation insurance in respect of the personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

## **23. Transfer of Ownership**

- a) AGENCY must transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by AGENCY. AGENCY is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by AGENCY for the use of GMC. For any pre-existing work, AGENCY and GMC shall be held jointly responsible and its use in any other project by AGENCY shall be decided on mutual consent.
- b) Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, AGENCY shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from



or for AGENCY in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. AGENCY shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

## **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 3 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 agency. The exit management period ends on the date agreed upon by the GMC or 3 months after the beginning of the exit management period, whichever is earlier.

### **ii. Confidential Information, Security and Data**

Agency will promptly on the commencement of the exit management period, supply to the GMC 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 agency 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 GMC and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to GMC or its nominated agencies, or its Replacing agency (as the case may be).

### **iii. Employees**

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



#### **iv. Rights of Access to Information**

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

### **24. Exit Management Plan**

- a) An Exit Management plan shall be furnished by AGENCY in writing to the Authority within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
  - A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer
  - Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer
  - Exit Management plan in case of normal termination of Contract period
  - Exit Management plan in case of any eventuality due to which Project is terminated before the contract period
  - Exit Management plan in case of termination of Agency
- b) Exit Management plan at the minimum adhere to the following:
  - Three (3) months of the support to Replacement Service Provider post termination of the Contract
  - Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Authority
  - Certificate of Acceptance from authorized representative of Replacement Service Provider issued to AGENCY on successful completion of handover and knowledge transfer
- c) In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both AGENCY and Authority shall comply with Exit Management Plan.
- d) During the exit management period, AGENCY shall use its best efforts to deliver the services.

### **25. Scope Extension**



The Authority reserves right to extend the scope of services for the price and timelines as given in Annexures to this Agreement. The SLAs applicable to this Contract shall be liable for the additional items too.

## **26. Service Level Agreement (SLA) and Penalties**

The agency is expected to match service levels given in Section 10.3 of RFP for CAPEX and OPEX phases of the project. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in Section 10.3 of the RFP.

The purpose is to define the levels of service provided by AGENCY to the Authority for the duration of the contract. The benefits of this are:

- Start a process that applies to Authority and AGENCY attention to some aspect of performance, only when that aspect drops below the threshold defined by the Authority.
- Help the Authority control the levels and performance of AGENCY's services.
- The Service Levels are between the Authority and AGENCY

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

- "Total Time" - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
- "Uptime" – Time period for which the specified services/outcomes are available in the period being considered for evaluation of SLA. Formulae for calculation of Uptime: 
$$\text{Uptime (\%)} = \{1 - [(\text{Downtime}) / (\text{Total time minus scheduled maintenance time})]\} * 100$$
- "Downtime" - Time period for which the specified services/components/outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder. The time period will be calculated in hours.
- "Scheduled Maintenance Time" - Time period for which the specified services/components with specified technical and service standards are not available due to scheduled maintenance activity. The successful bidder is required to inform GMC in advance for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours.
- "Incident" - Any event/abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
- "Response Time" - Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
- "Resolution Time" - Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

## **27. Key Personnel**



- Initial Composition: Full Time Obligation; Continuity of Personnel
  - a. The agency shall deploy 1 Project Manager at GMC on full time basis to ensure collaboration and coordination with GMC on project related matters during the implementation (CAPEX) period. During the Operations and Maintenance Period, the bidder is required to deploy on full time basis one Hardware and Network Expert. The CV of the Hardware and Network Expert should be submitted by the agency to GMC for approval. The finalization of Hardware and Network Expert must be done before Go Live issuance. The resource deployed by the agency must have the required technical competence to deliver the said project and must be available for all meetings called by the authority related to the project. The agency is expected to ensure that Senior Personnels from the agency attend the project review meetings organized by GMC.
  - b. Agency should not make any changes to the composition of the project team and not require or request any member of the project team to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.
  - c. In any such case, the Authority's prior written consent would be mandatory.

## **28. Evaluations**

Agency should carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Agency should provide reasonable written notice to Authority of the date of each evaluation of each member of the Key Personnel. Authority shall be entitled to provide inputs to the agency for each such evaluation. Agency shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

## **29. Replacement**

- a. In case any proposed resource resigns, then the agency has to inform Authority within one week of such resignation.
- b. agency should promptly initiate a search for a replacement to ensure that the role of any member of the project team is not vacant at any point in time during the contract period, subject to reasonable extensions requested by agency to Authority.
- c. Before assigning any replacement member of the project team to the provision of the Services, Agency should provide Authority with:
  - i. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Authority; and
  - ii. An opportunity to interview the candidate.
- d. The agency has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.



- e. If Authority objects to the appointment, agency shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.
- f. The agency needs to ensure at sufficient days of overlap period in such replacements. Authority will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the agency due to resource replacement.

## **Special Conditions of Contract (SCC)**

### **30. Performance Security**

The AGENCY shall submit performance guarantee which is unconditional & irrevocable equal to 5% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks or Scheduled Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the AGENCY for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the GMC as a penalty in the event of failure to complete obligations or breach of any of the conditions by the AGENCY.

### **31. Liquidated Damages**

- a) If AGENCY fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damage per week of 0.5% of the CAPEX of approved commercial value per week for first 8 weeks and 0.7% per week for every subsequent week..
- b) The deduction shall not in any case exceed 10 % of the contract value.
- c) The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to AGENCY in its hands (which includes the Authority's right to claim such amount against AGENCY's Bank Guarantee) or which may become due to AGENCY. Any such recovery or liquidated damages shall not in any way relieve AGENCY from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- d) Delay not attributable to AGENCY shall be considered for exclusion for the purpose of computing liquidated damages.

### **32. Limitation of Liability:**

- a) Limitation of Bidder's Liability towards the Authority:

Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.



Except in case of gross negligence or willful misconduct on the part of AGENCY or on the part of any person or company acting on behalf of AGENCY in carrying out the Services,

- b) AGENCY, with respect to damage caused by AGENCY to Authority's property, shall not be liable to Authority:
  - for any indirect or consequential loss or damage; and
  - for any direct loss or damage that exceeds the total payments payable under the Contract to AGENCY hereunder,
- c) This limitation of liability shall not affect AGENCY liability, if any, for damage to Third Parties caused by AGENCY or any person or company acting on behalf of AGENCY in carrying out the Services.

### **33. Ownership and Retention of Documents**

- a) The Authority shall own the Documents, prepared by or for AGENCY arising out of or in connection with the Contract.
- b) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Authority, AGENCY shall deliver to the Authority all documents provided by or originating from the Authority and all documents produced by or for AGENCY in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. AGENCY shall not, without the prior written consent of the Authority store, copy, distribute or retain any such documents.

### **34. Information Security**

- a) AGENCY shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Authority into/out of any location without written permission from the Authority.
- b) AGENCY shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Authority.
- c) All documentation and media at any location shall be properly identified, labeled and numbered by AGENCY. AGENCY shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.
- d) Access to Authority's data and systems, Internet facility by AGENCY at any location shall be in accordance with the written permission by the Authority. The Authority shall allow AGENCY to use facility in a limited manner subject to availability. It is the responsibility of AGENCY to prepare and equip himself in order to meet the requirements.
- e) AGENCY must acknowledge that Authority's business data and other Authority proprietary information or materials, whether developed by Authority or being used by Authority pursuant to a license agreement with a third party (the foregoing



collectively referred to herein as “proprietary information”) are confidential and proprietary to Authority; and AGENCY along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by AGENCY to protect its own proprietary information. AGENCY recognizes that the goodwill of Authority depends, among other things, upon AGENCY keeping such proprietary information confidential and that unauthorized disclosure of the same by AGENCY or its team could damage the goodwill of Authority, and that by reason of AGENCY’s duties hereunder. AGENCY may come into possession of such proprietary information, even though AGENCY does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. AGENCY shall use such information only for the purpose of performing the said services.

- f) AGENCY shall, upon termination of this agreement for any reason, or upon demand by Authority, whichever is earliest, return any and all information provided to AGENCY by Authority, including any copies or reproductions, both hardcopy and electronic.
- g) By virtue of the Contract, AGENCY team may have access to personal information of the Authority and/or a third party. The Authority has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of AGENCY team in the course of performing the Services under the Contract

### **35. Records of contract documents**

- a) AGENCY shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for him to fulfil his duties under the Contract.
- b) AGENCY shall keep on the Site at least three copies of each and every specification and Contract Document, in excess of his own requirement and those copies shall be available at all times for use by the Authority’s Representative and by any other person authorized by the Authority’s Representative.

### **36. Security and Safety**

- a) AGENCY shall comply with the directions issued from time to time by the Authority and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- b) AGENCY shall upon reasonable request by the Authority, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

### **37. Confidentiality**



- a) AGENCY shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Authority's business/operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents without the prior written consent of the Authority.
- b) The Authority reserves the right to adopt legal proceedings, civil or criminal, against AGENCY in relation to a dispute arising out of breach of obligation by AGENCY under this clause.
- c) AGENCY shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Authority to the satisfaction of the Authority.
- d) AGENCY shall notify the Authority promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.
- e) AGENCY shall be liable to fully recompense the Authority for any loss of revenue arising from breach of confidentiality.

### **38. Events of Default by AGENCY**

- i. The failure on the part of AGENCY to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of AGENCY. The events of default are but not limited to:
  - a. AGENCY/Bidder's Team has failed to perform any instructions or directives issued by the Authority which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
  - b. AGENCY/Bidder's Team has failed to confirm/adhere to any of the key performance indicators as laid down in the Key Performance Measures/Service Levels, or if AGENCY has fallen short of matching such standards/benchmarks/targets as the Authority may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of AGENCY may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;
  - c. AGENCY has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of AGENCY/AGENCY's Team to comply with any stipulations or standards as laid down by the Authority; or
  - d. AGENCY/AGENCY's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Authority during the term of this Contract and which the Authority deems proper and necessary for the execution of the scope of work under this Contract.



- e. AGENCY/AGENCY's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract.
  - f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to AGENCY.
  - g. AGENCY/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- ii. Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to AGENCY, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
  - iii. Where despite the issuance of a default notice to AGENCY by the Authority, AGENCY fails to remedy the default to the satisfaction of the Authority, the Authority may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

### **39. Termination**

The Authority may, terminate this Contract in whole or in part by giving AGENCY a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a) Where the Authority is of the opinion that there has been such Event of Default on the part of AGENCY/AGENCY's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of AGENCY to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- b) Where it comes to the Authority's attention that AGENCY (or AGENCY's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of AGENCY's Bid, the RFP or this Contract.
- c) Where AGENCY's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against AGENCY, any failure by AGENCY to pay any of its dues to its creditors, the institution of any winding up proceedings against AGENCY or the happening of any such events that are adverse to the commercial viability of AGENCY. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity.
- d) Termination for Insolvency: The Authority may at any time terminate the Contract by giving written notice to AGENCY, without compensation to AGENCY, if AGENCY becomes bankrupt or otherwise insolvent, provided that such termination shall not



prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.

- e) AGENCY may, subject to approval by the Authority, terminate this Contract before the expiry of the term by giving the Authority a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

#### **40. Consequence of Termination**

- a) In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which AGENCY shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/or the successor agency/service provider, as may be required, to take over the obligations of AGENCY in relation to the execution/continued execution of the requirements of the Contract.
- b) Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of AGENCY or due to the fact that the survival of AGENCY as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to AGENCY, shall pay AGENCY for that part of the Services which have been authorized by the Authority and satisfactorily performed by AGENCY up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to AGENCY as may be required to offset any losses caused to the Authority as a result of any act/omissions of AGENCY. In case of any loss or damage due to default on the part of AGENCY in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, AGENCY shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of AGENCY as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of AGENCY's Bid, the Bid Document and the Contract
- c) Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under law.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.



## **Fraud and Corruption**

GMC requires that agency must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, GMC 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 GMC 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 GMC, 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 GMC 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 GMC in RFP.
- 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.
- e. If it is noticed that the agency has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for GMC for termination of the contract and initiate black-listing of the agency.

## **Miscellaneous**

### **a. Standards of Performance**

The agency 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 agency shall always act in respect of any matter relating to this contract. The agency shall abide by all the provisions/Acts/Rules/Regulations, Standing Orders, etc. of Information Technology as prevalent in the country. The agency shall also conform to the standards laid down by GMC/Government of Gujarat/Government of India from time to time.

### **b. Sub Contracts**

All the personnel working on the project and having access to the Servers / data should be on payroll of the Systems Integrator. Sub-contracting/outsourcing would be allowed only for work like

- Passive Networking and Civil Work during 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 agency shall be considered as sub-contracting. The agency shall take prior approval from GMC for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by GMC. Such sub-contracting shall not relieve the agency from any liability



or obligation under the Contract. The agency shall solely responsible for the work carried out by subcontracting under the contract.

**c. Care to be taken while working at Public Place**

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

**d. Compliance with Labour regulations**

The agency 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 Labour Act 1970*.

**e. 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

**GMC:**

Deputy Municipal Commissioner, GMC

**Agency:**

\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

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).

**f. Stamp Duty**

The stamp duty payable for the contract shall be borne by the Agency

**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 \_\_\_\_\_ courts only.

**Attachments to the Agreement:**

10. Scope of Services for the agency (Annexure )
11. Detail Commercial proposal of the agency accepted by GMC (Annexure )
12. SLA to be adhered by the agency (Annexure )
13. Corrigendum Document published by GMC subsequent to the RFP for this work (Annexure )
14. RFP Document of GMC for this work (Annexure )
15. Lol issued by the GMC to the agency (Annexure )
16. Acceptance of Lol by Agency (Annexure )
17. Work Order issued by GMC to agency
18. The agency's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (Annexure )

**41. Change Control Note (CCN)**

- a) This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by AGENCY and changes to the terms of payment.
- b) Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (as per format). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.
- c) AGENCY and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
- d) AGENCY shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN, AGENCY shall provide as a minimum:
  - a description of the change;
  - a list of deliverables required for implementing the change;
  - a timetable for implementation;
  - an estimate of any proposed change; or any relevant acceptance criteria;
  - an assessment of the value of the proposed change;



- Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- e) Prior to submission of the completed CCN to the Authority or its nominated agencies, AGENCY shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, AGENCY shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- f) Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided AGENCY meets the obligations as set in the CCN. In the event AGENCY is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by AGENCY. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

#### 42. Format for Change Control Note

Change Control Note		CCN Number:
<b>Part A: Initiation</b>		
Title		
Originator		
Sponsor		
Date of Initiation		
<b>Details of Proposed Change</b>		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Authority	Date	
Name		
Signature		
Received by the Bidder	Date	
Name		
Signature		
Change		
Change Control Note		CCN Number:
<b>Part B: Evaluation</b>		
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
<b>Brief Description of Solution:</b>		
<b>Deliverables:</b>		
<b>Timetable:</b>		
<b>Charges for Implementation:</b>		
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)		
Authorized by Authority	Date	
Name		



Signature	
<b>Change Control Note</b>	<b>CCN Number:</b>
<b>Part C: Authority to Proceed</b>	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
<b>Approved</b>	
<b>Rejected</b>	
<b>Requires Further Information</b> (as follows, or as Attachment 1 etc.)	
<b>For Authority and its nominated agencies</b>	<b>For AGENCY</b>
Signature	Signature

### 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 Gandhinagar courts only.

NOW THESE PRESENTS WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to Agency by the Authority as hereinafter mentioned, Agency shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

#### For Authority:

Sign:

Name:

Designation:

Date:

Place:

#### For Agency:

Sign:

Name:

Designation:

Date:

Place:



Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)

**In the presence of:**

Sign:

Name:

Designation:

Date:

Place:

**In the presence of:**

Sign:

Name:

Designation:

Date:

Place:



## Annexure 17 – Non Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into ..... day of 2025 by and between Gandhinagar Municipal Corporation (GMC) having its office at Gandhinagar Municipal Corporation, \_\_\_\_\_ (hereinafter referred to as "Client")

And

....., having its registered office at (hereinafter referred to as "Agency" and/or "Selected Bidder" or "Vendor" or "Bidder" or "SI")

Whereas, CLIENT and IMPLEMENTING AGENCY have entered into a Contract bearing reference number

..... dated (hereinafter referred to as 'Contract') for provision of works/services as per RFP No. dated ; and

Whereas, THE PARTIES may disclose to EACH OTHER certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Contract, the parties agree as follows:

### I. Definition of Terms

- a) "Confidential Information" shall include, without limitation, all information and materials, furnished by a Party (Disclosure) to another Party (Recipient) in connection with Government/corporates/ citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to such Party's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by Disclosure in connection with the Recipients' or any government department's/Corporates information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force.
- b) "Client" shall include the officers, employees, agents, consultants, contractors and representatives of Client and its assigns and successors.
- c) "Agency" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Implementing Agency, including its applicable affiliates, subsidiary companies and permitted assigns and successors.



## **II. Protection of Confidential Information**

With respect to any Confidential Information disclosed by the Discloser to the Recipient or to which any Party has access, both the Parties agrees that it shall:

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

## **III. Onus**

Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 4 below.

## **IV. Exceptions**

The obligations of confidentiality as mentioned in this Agreement shall not apply to any information:

- a) Which has become generally available to the public without breach of this Agreement by Recipient; or
- b) Which at the time of disclosure to Recipient was known to Recipient free of confidentiality
- c) restriction as evidenced by documentation in Recipient's possession; or
- d) Which either Party agrees in writing is free of such confidentiality restrictions.



## **V. Remedies**

The Parties acknowledge and agree that

- a) Any actual or threatened unauthorized disclosure or use of the Confidential Information by Recipient would be a breach of this Agreement and may cause immediate and irreparable harm to Discloser;
- b) Damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by Client may be impossible to calculate and remedy fully. Recipient acknowledges that in the event of such a breach, Discloser shall be entitled to specific performance by Recipient of Recipient's obligations contained in this Agreement. Recipient shall indemnify, save, hold harmless and defend Discloser promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which Discloser may become subject, in so far as such Losses arise out of, in any way relate to, or result from breach of obligations under this Agreement by Recipient.

## **VI. Need to Know**

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

## **VII. Intellectual Property Rights Protection**

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

## **VIII. No Conflict**

The parties represent and warrant that the performance of their obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

## **IX. Authority**

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

## **X. Governing Law**



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

#### **XI. Entire Agreement**

This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

#### **XII. Amendment**

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

#### **XIII. Binding Agreement**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

#### **XIV. Severability**

It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

#### **XV. Waiver**

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

#### **XVI. Survival**

The Parties agrees that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of this Agreement.

#### **XVII. Non-solicitation**

During the term of this Agreement and thereafter for a further period of two (2) years the Parties shall not solicit or attempt to solicit each other's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to either Party with any employee and/or consultant of the either Party who has knowledge of the Confidential Information, without the prior written consent of Disclosure. This section



will survive irrespective of the fact whether there exists a commercial relationship between Implementing Agency and Client.

**XVIII. Term**

This Agreement shall come into force on the date first written above and, subject to aforesaid clause 16, shall remain valid up to TWO (2) YEARS from the expiry or termination of the Contract.

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

**For Authority:**

Sign:

Name:

Designation:

Date:

Place:

**In the presence of:**

Sign:

Name:

Designation:

Date:

Place:

**For Agency:**

Sign:

Name:

Designation:

Date:

Place:

**In the presence of:**

Sign:

Name:

Designation:

Date:

Place:



## Annexure 18 Office Undertaking

(Company letterhead)

Place:

Date:

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Ref: Participation in response to the Request for Proposal (RFP) for “**Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**”

Ref: RFP No. <<.....>> **dated** << .....>>

**Subject: Undertaking to Open an Office in Ahmedabad/Gandhinagar in Gujarat**

Dear Sir,

We here by undertake that: We are willing to open an office in Ahmedabad/Gandhinagar within 45 days in case it is declared successful in the bidding Process.

We have carefully read and understood the entire tender document. We do agree to all the terms and conditions mentioned in the RFP.

**Signature:**

**Name:**

**Designation:**

**Address:**

**Seal:**

**Date:**



## **Annexure 19 Format of Compliance letter**

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory)

Place:

Date:

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
Sector-17, Gandhinagar, (Gujarat) Pin-382016

**Ref: Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

**Bid Reference No:**

**Subject: Compliance with the tender terms and conditions, specifications and Eligibility Criteria**

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on <<date>>

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

**(Authorized Signatory)**

**Signature:**

**Name:**

**Designation:**

**Address:**

**Seal:**

**Date:**



## Annexure 20 Undertaking of No Conflict of Interest

(Company letterhead)

Place:

Date:

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
Sector-17, Gandhinagar, (Gujarat) Pin-382016

**Ref: Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

**Bid Reference No:**

**Subject: Undertaking on No Conflict of Interest**

**Dear Sir,**

I / We as Bidder (Bidder) do hereby undertake that there is absence of, actual or potential conflict of interest on our part, on part of our Subcontractor(s) (in case of any subcontractor) due to prior, current, or proposed contracts engagements, or affiliations with GMC.

I / We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements of this RFP. We undertake and agree to indemnify and hold GMC, Government of Gujarat harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by GMC, Government of Gujarat and / or its representatives, if any such conflict arises later.

**(Authorized Signatory)**

**Signature:**

**Name:**

**Designation:**

**Address:**

**Seal:**

**Date:**



## Annexure 21 – Curriculum Vitae of team members

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	<ul style="list-style-type: none"> <li>▪ Degree / Diploma, College, University, Year of Passing</li> <li>▪ Degree / Diploma, College, University, Year of Passing</li> </ul>			
7	Summary of Key Training and Certifications				
8	Language Proficiency	Language	Reading	Writing	Speaking
9	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
Position Held:					
10	Total No. of Years of Work Experience				



11	Total No. of Years of Experience for the Role proposed	
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	
	<b>Name of assignment or project:</b>	
	<b>Year:</b>	
	<b>Location:</b>	
	<b>Client:</b>	
	<b>Main project features:</b>	
	<b>Positions held:</b>	
	<b>Activities performed:</b>	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Day/Month/Year :

(Signature of candidate)

(Signature of Authorized personnel of bidder)



## Annexure 22 - Manufacturers'/Producers' Authorization Form

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

Date: dd/mm/yyyy

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

**Ref: Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

**Bid Reference No:**

**Subject: Manufacturers'/Producers' Authorization Form**

Dear Sir/ Madam,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and We hereby undertake to support these equipment/software for duration of minimum 5 years from the date of Delivery of components.

Yours faithfully,

(Signature of the Authorized Signatory from OEM)

Name

Designation

Seal.

Date:

Place:

Business Address:



## Annexure 23 - Anti-Collusion Certificate

*[Certificate should be provided by Bidder and on letter head]*

Date: dd/mm/yyyy

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

Sector-17, Gandhinagar, (Gujarat) Pin-382016

**Ref: Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and B Displays for Gandhinagar Municipal Corporation (GMC)**

**Bid Reference No:**

Dear Sir,

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal (RFP) for **Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)** issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



## **Annexure 24 - Format of Certificate by Bidder sharing land border**

[Certificate should be provided on bidder letter head]

Date: dd/mm/yyyy

To,

**The Municipal Commissioner**

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,  
Sector-17, Gandhinagar, (Gujarat) Pin-382016

**Ref: Selection of Agency for Supply, Installation, Testing & Commissioning (SITC) of Environmental Sensors, PTZ Surveillance Cameras, and VMSB Displays for Gandhinagar Municipal Corporation (GMC)**

**Bid Reference No:**

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

(Signature of the Bidder)

Printed Name Designation

Seal

Date:

Place:

Business Address:



## Annexure 25 - Make and Model Form

Sr. No.	Item Description	Make	Model
1	Environmental Sensor		
2	PTZ Camera		
3	Variable Messaging signage Board (with Controller)		
4	Mounting Structures / Poles		
5	Field Junction Box		
6	UPS + battery for 1 Hour Backup		
7	Workstation		
<b>Total</b>			

## Annexure 26 – Indicative list of locations

The following are indicative list of locations IN Gandhinagar city where the SITC of all components need to be carried out. The final list will be finalized post the site survey work is completed by the selected agency.

- Pethapur Crossroads
- Bhajjipura Crossroads
- Vaishnodevi Crossroads
- K-Road
- Randheja Cross Roads