

Request for Proposal
For
Creation of OFC Network for BRTS Corridor and other important
SMC Locations
Connected Surat Project – Part 1



Volume 1 – Terms of Reference

Tender Number: **SSCDL-ConnectedSurat-OFC-RFP-01-2017**

Last date for Online Price Bid Submission: 26.05.2017



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

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1. Disclaimer

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses



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

2. Glossary

Terms	Meaning
BOQ	Bill of Quantity
CEO	Chief Executive Officer
DD	Demand Draft
EMD	Earnest Money Deposit
IT	Information Technology
INR	Indian Rupee
LoI	Letter of Intent
NPV	Net Present Value
OEM	Original Equipment Manufacture
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
RFP	Request for Proposal
RI	Road Reinstatement
RoW	Right of Way
SI	System Integrator
SLA	Service Level Agreement
SMC	Surat Municipal Corporation
SSCDL	Surat Smart City Development Limited
TQ	Technical Qualification

3. Notice Inviting Bid

	<p align="center">Surat Smart City Development Limited (SSCDL) 115, Smart City Cell, Surat Municipal Corporation - HQ, Muglisara, Main Road, Surat - 395003, Gujarat.</p> <p align="center">Notice Inviting RFP for “Creation of OFC Network for BRTS Corridor and Other Important SMC Locations” [SSCDL-ConnectedSurat-OFC-RFP-01-2017]</p>	
<p>This RFP Document is being published by the Surat Smart City Development Ltd (SSCDL) for the project “Creation of OFC Network for BRTS Corridor and other important SMC Locations” which is an initiative for creating a city wide fiber network. Bid is invited online on https://smc.nprocure.com from the bidder meeting the basic eligibility criteria as stated in the bid document.</p>		
Bid Fee (Non-refundable)	<ul style="list-style-type: none"> Rs.18000/- by Demand Draft or Banker's Cheque 	
EMD	<ul style="list-style-type: none"> EMD of Rs. 40, 00,000 (Rupees Forty lakhs only) whereby 50% amount shall be in the form of Demand Draft / Banker's Cheque in favour of “Surat Smart City Development Limited”, from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days from the date of Bid opening. 	
Online Bid Start Date	<ul style="list-style-type: none"> 09.05.2017 	
Last date to submit the Pre Bid Queries	<ul style="list-style-type: none"> By email to it@suratsmartcity.com on or before 15.05.2017, 16:00 hrs 	
Pre-bid Conference	<ul style="list-style-type: none"> On 18.05.2017 at 12:00 noon 2nd Floor, Room No. 88, Conference Hall, Muglisara, Surat 	
Online Price Bid End Date	<ul style="list-style-type: none"> To be submitted online only on https://smc.nprocure.com on or before 26.05.2017 up to 18:00 hrs. 	
Technical Bid Submission (in Hard Copy) along with EMD & Bid fee	<ul style="list-style-type: none"> In sealed envelope strictly by RPAD/Postal Speed Post on or before 31.05.2017 up to 18:00 hrs. to the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003 	
RFP Document Availability	<ul style="list-style-type: none"> https://smc.nprocure.com, http://suratsmartcity.com/Tenders 	
<p>The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.</p>		
<p align="right">GM (IT) Surat Smart City Development Ltd</p>		

4. Important Dates

#	Information	Details
1.	Project Name/ Name of Work	“Creation of OFC Network for BRTS Corridor and other important SMC Locations”
2.	RFP Reference No.	SSCDL-ConnectedSurat-OFC-RFP-01-2017
3	Website to download RFP	https://smc.nprocure.com , http://suratsmartcity.com/Tenders
4	RFP Fees	Rs.18000/- (Rupees Eighteen Thousand only)by Demand Draft or Banker’s Cheque
5	EMD Amount	EMD of Rs. 40, 00,000 (Rupees Forty lakhs only) whereby 50% amount shall be in the form of Demand Draft / Banker’s Cheque in favour of “Surat Smart City Development Limited”, from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days from the date of Bid opening.
6	Last date for Queries submission	By email to it@suratsmartcity.com on or before 15.05.2017, 16:00 hrs
7	Pre-bid meeting - Date, time, and venue	On 18.05.2017 at 12:00 noon Venue: 2nd Floor, Room No. 88, Conference Hall, Muglisara, Surat
8	Online Price Bid Submission Date	To be submitted online only on https://smc.nprocure.com on or before 26.05.2017 up to 18:00 hrs.
9	Technical Bid Submission (in Hard Copy) Filled-in Technical Bid along with Bid Fee, EMD and other documents	In sealed envelope strictly by RPAD/Postal Speed Post On or before 31.05.2017 up to 17:00 hrs. To the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat by RPAD or Speed Post Only.
10	Presentation / demo on technical solution by bidders	To be Informed Later
11	Contact person and email id	<div> Devang Patel, Executive Assistant Email id : it@suratsmartcity.com </div> <div> Chitrang Parmar, Assistant Eng. (Elec.) Email id : isd.networks@suratmunicipal.org </div>

5. Introduction and Background

5.1. About Surat

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

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

5.2. About Surat Municipal Corporation

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

Utilization of Information Technology (e-Governance)

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

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

5.3. About Surat Smart City Development Limited (SSCDL)

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

5.4. Project Background

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

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

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

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

The scope of this RFP is restricted only for creation of OFC for BRTS Corridor and other important SMC Locations.

5.4.1. About the project

SSCDL through this project desires to provide 24*7 uninterrupted network to critical SMC offices and important establishments located along BRTS corridor. This project along with the Leased Line / MPLS / Dark Fiber connectivity (separate Project) will act as a backbone to smart city projects such as Intelligent Transit Management System (ITMS), Intelligent Traffic Control System (ITCS), Automatic Fare Collection System (AFCS), field sensors for Air & Water Quality, Digital Boards, ERP Systems, etc.

To achieve the set objectives – SSCDL desires to create a BRTS corridor wide fiber network which will establish core ring connecting zonal offices in the city, and access rings which connects various points of interest for SSCDL such as traffic junctions, BRTS bus stops and other important locations situated along BRTS corridor. The same fiber optic network will then be lit up using active devices to provide connectivity across selected offices around BRTS corridor and ensure scalability, redundancy and committed uptimes. Moreover, certain other important locations like

Hospital, Zonal Offices, Main Office, etc. will also be connected under this project which may not fall around BRTS corridor.

While SSCDL is selecting vendor to lay fiber optic cable and provision connectivity, the focus is on creating a financially sustainable asset, and hence the bidders are encouraged to identify revenue streams for the project which will reduce the total cost of operation for the project. SSCDL desires to lay additional duct across the BRTS corridor network to create a means for revenue generation through duct leasing. SSCDL's commercial model for the project encourages the bidders to actively participate in creating the network for future with SSCDL investing in the capex for the project and giving the responsibility of monetizing the network to the selected vendor thus creating a win-win situation for all the stakeholders in the project – SSCDL, SMC, Selected Vendor, Citizens, Businesses, etc.

5.4.2. Project objectives

The project objectives broadly are as follows:

- To provide uninterrupted network for 24*7 with fibre optic connectivity at all locations along BRTS corridor like BRTS bus stand, traffic junctions, zone offices, civic centers and other SMC locations.
- To establish a medium for quick data gathering from multiple sources and make faster decisions.

6. Pre-Qualification Criteria

The Pre-Qualification Criteria for the selection of the System Integrator or consortium are given below.

#	Pre-Qualification Criteria	Proof Document Required	Applicable to Sole Bidder	Applicable to Consortium
1	<p>The Prime Bidder / Sole Bidder should be registered under the Companies Act 1956 and should be in operation in India for a period of at least 5 years as on publication of bid.</p> <p>In case of Consortium, the Consortium Partner should be registered under the Companies Act 1956 Or a partnership firm registered under LLP Act, 2008 or partnership firm registered under Indian Partnership Act 1932.</p>	Certificate of Incorporation / Registration Certificate	Yes	Yes (All Members of Consortium)
2	Bidder/ Consortium should be in business of providing telecommunication infrastructure or internet service provider for a minimum period of 5 years as on publication of bid.	Copy of the relevant and valid license to be submitted by the Bidder. In case of Consortium, any partner may have the valid license(s).	Yes	Yes (Any member of consortium)

#	Pre-Qualification Criteria	Proof Document Required	Applicable to Sole Bidder	Applicable to Consortium
3	<p>Bidder/ Consortium should have a minimum average annual turnover of Rs. 100 crores for last three financial years i.e. FY 2015-16, FY 2014-15, FY 2013-14</p> <p>Note: For a 50% or above subsidiary, parent company average annual turnover would be considered for evaluation purposes.</p>	<p>Copy of the Audited Profit and Loss statement and statutory auditor / CA certificate from a regarding turnover. The certificate should be originally signed or notarized</p> <p>Support letter from parent or group company or group companies and its subsidiaries to be provided</p>	Yes	Yes (In case of consortium, the lead bidder must meet this criteria)
4	<p>Bidder/ Consortium should have a positive net worth as on 31st March 2016</p> <p>Note: For a 50% or above subsidiary, parent company net worth will be considered for evaluation purposes.</p>	<p>Certificate from the statutory auditor / CA towards positive net worth of the company</p> <p>Support letter from parent or group company or group companies and its subsidiaries to be provided</p>	Yes	Yes (All Members of Consortium)
5	<p>Bidder or any member of consortium should have completed laying, installation commissioning and maintenance of following in last 7 Years from the date of issuance of this RFP</p> <ul style="list-style-type: none"> - at least 100 km of own fiber network in India <li style="text-align: center;">or - at least 100 km of fiber network for other customers in India <p>Note:</p>	<p>For Fiber laying Project wrt 100 km of own fiber network, Supporting documents required are as below:</p> <ol style="list-style-type: none"> 1. For own fiber network, Self-Certificate on Company's letter head dully signed by authorised signature to be submitted along with the proof of ROW permission taken from the Government/statutory authority 	Yes	Yes (Any member of consortium)

#	Pre-Qualification Criteria	Proof Document Required	Applicable to Sole Bidder	Applicable to Consortium
	<ol style="list-style-type: none"> For a 50% or above subsidiary, parent company experience will be considered for evaluation purposes The completed project is defined as those projects where laying, installation and commissioning is completed in last 7 years from the date of issuance of this RFP. Moreover, O&M should also have been completed or on-going (minimum for 6 months) in last 7 years from the date of issuance of this RFP. 	<p>For Fiber laying Project wrt 100 km network laid for other customers, Supporting documents required are as below:</p> <ol style="list-style-type: none"> Copy of Work order / Contract and Completion Certificate from client. In case project is on-going then the Certificate to this effect from the client on client's letter head. 		
6	<p>Bidder or any member of consortium should have executed project(s) in India whereby 100 WAN nodes are connected and maintained with active components in last 7 years from the date of issuance of this RFP</p> <p>Note:</p> <ol style="list-style-type: none"> For a 50% or above subsidiary, parent company experience will be considered for evaluation purposes The executed project is defined as those projects where 100 WAN nodes have been connected and gone live in last 7 years from the date of issuance of this RFP. Moreover, O&M should have been completed or on-going (minimum 6 	<ol style="list-style-type: none"> Copy of Work order / Contract and Completion Certificate from client In case project is on-going then the Certificate to this effect from the client on client's letter head. 	Yes	Yes (Any member of consortium)

#	Pre-Qualification Criteria	Proof Document Required	Applicable to Sole Bidder	Applicable to Consortium
	months) in last 7 years from the date of issuance of this RFP.			
7	Bidder should be registered for Service Tax and Income Tax in India	Service Tax Registration PAN Card	Yes	Yes (All Members of Consortium)
8	Bidder should not be blacklisted or debarred by any Government / PSU in India at the time of submission of the bid.	Declaration letter by bidder as per format given in the RFP document	Yes	Yes (All Members of Consortium)
9	Bidder should have a local office in Surat. Note: If bidder does not have the local presence, it should open a local office within 60 days from issuance of LOI / Work Order whichever is earlier.	Supporting Documents like Rent Agreement/ Electricity Bill / Self Declaration on Company's Letter head to be submitted. In case local presence is not available then an Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted	Yes	Yes (In case of consortium, the lead bidder should meet this criteria)

Note:

1. In case of Consortium only 2 partners are allowed including Prime Bidder.
2. The bidder cannot be a member of more than one bidding consortium. An individual firm applying as a single/consortium cannot at the same time be the member of any other consortium.
3. For more details on Consortium please refer to the section 7.6
4. For a 50% or above subsidiary, parent company turnover, net worth and project experience shall be considered for evaluation purposes.

7. Instructions to Bidder

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

7.1. Purpose of Bid Document

1. The purpose of this tender is to select the System Integrator for "Creation of OFC Network for BRTS Corridor and other important SMC Locations". This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Prime Bidder") in response to this invitation. The term "Bidder" means the Sole Firm or the Prime Bidder, as the case may be.
3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in Volume II of this tender document.
4. The bidder shall be required to submit their bid in three parts –Pre-Qualification, Technical Bid and Commercial Bid (in line with instructions in Section 7.11).

7.2. Proposal Preparation Cost

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SSCDL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. This Bid Document does not commit the SSCDL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of SSCDL/ SMC and may be returned at its sole discretion.

7.3. Pre-Bid Meeting

1. A prospective Bidder requiring any clarification on the tender document may submit his queries, via email, to the following e-mail id on or before 15.05.2017 up to 16:00 hrs. Email Id for submission of queries: it@suratsmartcity.com
2. SSCDL will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid. Date, Time and Venue for the Pre-Bid Meeting :
 - Pre-Bid conference will held on 18.05.2017 at 12:00 noon
 - Venue for Pre-Bid conference: 2nd Floor, room no 88, Conference Hall, Muglisara Surat – 395003, Gujarat.
3. The queries should necessarily be submitted in the following format:

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

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

7.4. Amendment of RFP Document

1. At any time before the deadline for submission of bids, the SSCDL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. The queries raised and given by bidders, but the clarifications not made in the Addendum and Corrigendum (if any) shall be considered to remain unchanged.
2. The bidders are advised to visit the, <http://suratsmartcity.com/Tenders> and <https://smc.nprocure.com> on regular basis for checking necessary updates. SSCDL also reserves the rights to amend the dates mentioned in this RFP for bid process
3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the SSCDL may, at its discretion, extend the last date for the receipt of Bids.

7.5. Conflict of Interest

1. A “Conflict of Interest” is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm’s interest at the cost of Government. Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.
2. SSCDL requires that the Bidder provides professional, objective, and impartial advice and at all times hold the SSCDL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

7.6. Consortium Condition

1. The number of consortium members cannot exceed two, including the Prime Bidder.
2. A Bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
3. Consortium members must provide a Memorandum of Understanding (MoU) showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.
4. A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of INR 100/-.

5. The successful bidder (SI) shall require to enter into agreement with all member of Consortium Members specifying following points in the Agreement. These points shall also be captured in MoU
- i. Identity Prime Member and Power of Attorney in favor of Prime Member.
 - ii. Roles and responsibilities of each consortium partner, the identification of the lead partner, and providing for joint and several liability for each partner.
 - iii. All consortium members would be available throughout the Contract Period.
 - iv. Each member of the Consortium shall be jointly and severally liable for the due implementation, operation and maintenance of the Project.
 - v. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - vi. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority (SSCDL) only.
 - vii. The final contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the SSCDL. SSCDL will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the Tender in letter and spirit.
 - viii. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.
 - ix. Any Dispute arising during Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Project Implementation and Operation. If in SSCDL's opinion, Dispute between Consortium members adversely impacting implementation and operation of the Project then Authority may its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.
 - x. In case SSCDL Intends to proceed for Termination on account of SI Event of Defect and /or unresolved disputes between the Consortium Members, both the Consortium Members shall be jointly and severally liable for Implementation, Operation and Maintenance of project at Agreed prices and payment terms specified in this Tender till Authority or any new agency appointed by it takes over the Project

- xi. SSCDL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Agreement

7.7. Right to amendment of the project scope

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

7.8. SMC/SSCDLs rights to terminate the selection process

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

7.9. Right to reject any proposal

1. Notwithstanding anything contained in this RFP, SSCDL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
2. Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

General rejection criteria

- i. Conditional Bids;
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;

- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv. Bids received after the prescribed time & date for receipt of bids;
- v. Bids without signature of person (s) duly authorized on required pages of the bid;
- vi. Bids without power of attorney/ board resolution or its certified true copy.

Pre-Qualification rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this Tender ;
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;

Technical rejection criteria

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

Commercial Rejection Criteria

- i. Incomplete price Bid;
- ii. Price Bids that do not conform to the Tender's price bid format;
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

- 3. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified /

rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then SSCDL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of SSCDL, including annulment of the Selection Process.

7.10. Bid Fee and Earnest Money Deposit (EMD) and amount

1. The bidder should pay non-refundable Bid Fee of Rs. 18,000/- (Eighteen Thousand rupees only) in favor of Surat Smart City Development Limited, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Surat. The Bid fees shall be in the form of a Demand Draft / Banker's Cheque.
2. The bidder should also pay EMD of Rs. 40, 00,000 (Rupees Forty lakhs only) whereby 50% amount shall be in the form of Demand Draft / Banker's Cheque in favour of "Surat Smart City Development Limited", from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee (BG) of any nationalized / scheduled banks with validity of 180 days from the date of Bid opening. The format for BG is enclosed in Annexure 13.4
3. No interest will be payable by the SSCDL on the Earnest Money Deposit.
4. In case bid is submitted without EMD or Bid fees as mentioned above then SSCDL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
6. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof
7. The decision of SSCDL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
8. The EMD may be forfeited:
 - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
 - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - During the bid process, if any information found wrong / manipulated / hidden in the bid.

7.11. Sealing, Marking and Submission of Bids

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

Part 1: Pre-Qualification Bid, Bid Fees, EMD and soft copy in CD/DVD/ Pen drive/ USB stick with complete details as mentioned in Section 10 in “**Envelop 1**” super scribed with Tender No, Due Date and RFP Name – “**Creation of OFC Network for BRTS Corridor and other important SMC Locations**”. The proposal shall also consist with all supporting documents.

Part 2: Technical Bid and soft copy in CD/DVD/ Pen drive/ USB stick with complete details as mentioned in Section 11 in “**Envelop 2**” super scribed with Tender No, Due Date and RFP Name “**Creation of OFC Network for BRTS Corridor and other important SMC Locations**”. The proposal shall also consist with all supporting documents, RFP Copy, Addendum & Corrigendum, if any.

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

Details to be mentioned exactly on sealed envelop**Tender Details**

- **Notice No.:**
SSCDL-ConnectedSurat-OFC-RFP-01-2017
- **Last date of Submission:**
On or before 31.05.2017 up to 18:00 hrs.

To,
The Chief Accountant,
Surat Municipal Corporation,
Mahanagar Seva Sadan,
Gordhandas Chokhawala Marg,
Muglisara, Surat – 395 003,
Gujarat, INDIA.

1. The Bid must be sent strictly by **Postal Speed Post or Registered Post AD only** so as to reach on or before 31.05.2017 up to 18.00 hrs. ***Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SSCDL won't be responsible for postal delays.***
2. SSCDL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
3. If the envelopes are not sealed and marked as instructed above, the SSCDL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.
4. Each Bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified
 - a. Original copy of the Bid fee & EMD
 - b. Pre-qualification criteria related documents
 - c. Technical Proposal related documents
 - d. RFP Copy and Addenda & Corrigendum

- e. The Bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this document) and applicant shall also provide a soft copy on a Compact Disc (CD) / Pen Drive / USB stick. In the event of any discrepancy between the original and CD/Pen Drive/USB stick, the original shall prevail
 - f. 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. In case of consortium the bid will be signed by the Prime Bidder.**
5. Pre-qualification and technical proposal should be signed by an authorized person of the bidder. The pre-qualification proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this tender. In case of the Consortium the Prime bidder will submit this document.
 6. Proposals must be direct, concise, and complete. SSCDL will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The Chairman, SSCDL or Municipal Commissioner, SMC reserves the right to accept or reject any or all the proposals without assigning any reason.

PRICE BID

1. The price bid must be submitted online on <https://smc.nprocure.com>. It should not to be sent physically, if submitted physically the bid shall be rejected. Please refer Section 12 for format and instructions.

7.12. Language of Bids

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

7.13. Concessions permissible under statutes

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

7.14. Bid Validity

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

7.15. Taxes

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable. The L1 evaluation will be done exclusive of taxes but inclusive of any duties applicable to the products. The bidder to quote the duties along with the rate of products proposed for L1 evaluation.

However, the bidder is expected to provide the tax components in commercials. The payment of taxes to the selected bidder will be done on actuals. In this regard, selected bidder is required to submit documents describing the total tax paid for this Project (for each component). The payment for tax component will be made in the subsequent billing cycle.

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

7.16. Firm Prices and Bid Currency

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

7.17. Right to vary the scope of the work at the time of award

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

7.18. Modification or Withdrawal of Bids

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

7.19. Opening of Pre-Qualification Bid

1. SSCDL shall open the Pre-qualification Proposals in public, in the presence of Bidders' designated representatives and anyone who chooses to attend.
2. Only bids that are opened and read out at the proposal opening and are accompanied with hard copy of Demand Drafts for EMD shall be considered further

7.20. Evaluation of Pre-Qualification Bids

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

7.21. Evaluation Process

1. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by SSCDL, for the entire period of the contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.
2. The bidder must make sure to provide all the relevant documents to support the claim made with regards to various evaluation criteria like the company registration, turnover, networth, projects executed, local presence, etc. SSCDL will examine the Bids to determine whether they are complete, response and whether the Bid format confirms to the Bid Document requirements. SSCDL may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to SSCDL.
3. The technical bid of only those bidders (or consortia) shall be opened which meet all the criteria of the pre-qualification criteria mentioned in Section 6 as per format provided in Section 10 below.
4. There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

7.22. Opening of Technical Bid

1. SSCDL shall open the Technical Proposals, of bidders qualifying the pre-qualification criteria, in public, in the presence of Bidders' designated representatives and anyone who chooses to attend.

7.23. Evaluation of Technical Bids

1. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid

Evaluation Committee may invite each Bidder to make a presentation as part of the technical evaluation.

2. The bidder must make sure to provide all the relevant documents to support the claim made with regards to various evaluation criteria like turnover, net worth, projects executed, etc. SMC/SSCDL may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
3. **Only those Bids which have a minimum score of 70% of total marks in technical evaluation will be considered for opening of their Commercial Bid.** However, Commissioner, SMC or Chairman, SSCDL reserves the right to lower the minimum required marks if none of the Bidders achieves 70% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.

7.24. Technical Evaluation Criteria

Technical Evaluation of the bids would be carried out on four criteria as given below:

1. Bidder's Competence (65%)
2. Solution Architecture (10%)
3. Proposed team and people in organization (15%)
4. Presentation (10%)

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
TEC_1	Bidder Competence – Turnover	<div><div><div><div>The bidder (Lead bidder in case of consortium) should have an average annual turnover of Rs. 100 crores in last 3 Financial Years – FY 13-14,FY 14-15 and FY 15-16</div><div>For every additional Rs. 50 crores of turnover, the bidder (lead bidder in case of consortium) will get 10% marks, subject to a maximum of 100 marks.</div></div></div><table><thead><tr><th>Turnover (in crores)</th><th>Marks</th></tr></thead><tbody><tr><td>>= INR 250 Cr.</td><td>100</td></tr><tr><td>>= INR 200 Cr. and < INR 250Cr.</td><td>90</td></tr><tr><td>>= INR150 Cr. and < INR 200 Cr.</td><td>80</td></tr><tr><td>>= INR 100 Cr. and < INR 150 Cr.</td><td>70</td></tr></tbody></table><div>Maximum Marks: 100</div></div>	Turnover (in crores)	Marks	>= INR 250 Cr.	100	>= INR 200 Cr. and < INR 250Cr.	90	>= INR150 Cr. and < INR 200 Cr.	80	>= INR 100 Cr. and < INR 150 Cr.	70	10%
Turnover (in crores)	Marks												
>= INR 250 Cr.	100												
>= INR 200 Cr. and < INR 250Cr.	90												
>= INR150 Cr. and < INR 200 Cr.	80												
>= INR 100 Cr. and < INR 150 Cr.	70												
TEC_2	Bidder Competence –	Relative performance of the bidder (Lead bidder in case of Consortium) vis-a-vis other bidders on following financial parameters :	5%										

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
	Financial Ratios	<ul style="list-style-type: none">Asset Liability Ratio (Average for last 3 FYs: 2013-14, 2014-15, 2015 – 16) (1 Marks, Computed as $1 \times X / X_{\max}$, where X is the respective value for bidder and X_{\max} the maximum value among all qualifying bidders.)Debt Equity Ratio (Average for last 3 FYs: 2013-14, 2014-15, 2015 – 16) (1 Marks, Computed as $1 \times X_{\min} / X$, where X is the respective value for bidder and X_{\min} the minimum value among all qualifying bidders.)											
TEC_3	Bidder Competence – OFC installation	<ul style="list-style-type: none">If bidder (Any member of consortium who has been allocated responsibility of the component as per responsibility matrix) has executed / completed installation and commissioning of 100 km optical fibre cable installation in last 7 years in India from the date of issuance of this RFP then the bidder will get 70 marks.For every additional 50 km in India, the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Length of OFC Network in India</th><th>Marks</th></tr><tr><td>=> 250 km of fibre optic network</td><td>100</td></tr><tr><td>=> 200 Km of fibre optic network and < 250 km of fibre optic network</td><td>90</td></tr><tr><td>=> 150 Km of fibre optic network and < 200 km of fibre optic network</td><td>80</td></tr><tr><td>=> 100 Km of fibre optic network and < 150 km of fibre optic network</td><td>70</td></tr></table> <p>Maximum marks: 100</p> <ul style="list-style-type: none">The executed /completed project wrt Fiber laying is defined as those projects where fiber has been installed & commissioned. The date of commissioned should be in last 7 years from date of issuance of this RFP.Copy of Work order / Contract and Completion Certificate from client is required to be submittedIn case project is on-going then the Project must have achieved 80% of CAPEX completion from financial and physical perspective.	Length of OFC Network in India	Marks	=> 250 km of fibre optic network	100	=> 200 Km of fibre optic network and < 250 km of fibre optic network	90	=> 150 Km of fibre optic network and < 200 km of fibre optic network	80	=> 100 Km of fibre optic network and < 150 km of fibre optic network	70	20%
Length of OFC Network in India	Marks												
=> 250 km of fibre optic network	100												
=> 200 Km of fibre optic network and < 250 km of fibre optic network	90												
=> 150 Km of fibre optic network and < 200 km of fibre optic network	80												
=> 100 Km of fibre optic network and < 150 km of fibre optic network	70												
TEC_4	Bidder Competence –	<ul style="list-style-type: none">If bidder (Any member of consortium who has been allocated responsibility of the component as per responsibility matrix) has executed or executing the	15%										

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
	OFC maintenance	<p>maintenance of 100 km of optical fibre network in India in last 7 years from the date of issuance of this RFP then the bidder will get 70 marks</p> <ul style="list-style-type: none">For every additional 50 km in India, the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Length of OFC Network in India</th><th>Marks</th></tr><tr><td>=> 250 km of fibre optic network</td><td>100</td></tr><tr><td>=> 200 Km of fibre optic network and < 250 km of fibre optic network</td><td>90</td></tr><tr><td>=> 150 Km of fiber optic network and < 200 km of fiber optic network</td><td>80</td></tr><tr><td>=> 100 Km of fiber optic network and < 150 km of fiber optic network</td><td>70</td></tr></table> <p>Maximum marks: 100</p> <ul style="list-style-type: none">The executed project is defined as those projects where O&M of the project is completed in last 7 years from the date of issuance of this RFP.Copy of Work order / Contract and Completion Certificate from client is required to be submittedIn case project is on-going the client certificate for the same is required. The project should have been in O&M for the period not less than 6 months.	Length of OFC Network in India	Marks	=> 250 km of fibre optic network	100	=> 200 Km of fibre optic network and < 250 km of fibre optic network	90	=> 150 Km of fiber optic network and < 200 km of fiber optic network	80	=> 100 Km of fiber optic network and < 150 km of fiber optic network	70	
Length of OFC Network in India	Marks												
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=> 150 Km of fiber optic network and < 200 km of fiber optic network	80												
=> 100 Km of fiber optic network and < 150 km of fiber optic network	70												
TEC_5	Bidder Competence – WAN nodes	<ul style="list-style-type: none">If bidder (Any member of consortium who has been allocated responsibility of the component as per responsibility matrix) has executed project(s) in India whereby 100 WAN nodes are connected and maintained with active components in last 7 years from the date of issuance of this RFP then the bidder will get 70 marks.For every additional project(s) in India whereby 50 WAN nodes are connected and maintained with active components in last 7 years bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of WAN Nodes</th><th>Marks</th></tr><tr><td>= > 250 WAN nodes</td><td>100</td></tr><tr><td>= 200 WAN nodes</td><td>90</td></tr><tr><td>= 150 WAN nodes</td><td>80</td></tr><tr><td>= 100 WAN nodes</td><td>70</td></tr></table>	Number of WAN Nodes	Marks	= > 250 WAN nodes	100	= 200 WAN nodes	90	= 150 WAN nodes	80	= 100 WAN nodes	70	15%
Number of WAN Nodes	Marks												
= > 250 WAN nodes	100												
= 200 WAN nodes	90												
= 150 WAN nodes	80												
= 100 WAN nodes	70												

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage												
		<ul style="list-style-type: none">The executed project is defined as those projects where WAN nodes have been connected and gone live in last 7 years from the date of issuance of this RFP. Moreover, O&M should have been completed or on-going (minimum 6 months) in last 7 years from the date of issuance of this RFP.Copy of Work order / Contract and Completion Certificate from client is required to be submittedIn case project is on-going then the Certificate to this effect from the client on client's letter head is required to be submitted <p>Maximum marks: 100</p>													
TEC_6	Solution Architecture	<ul style="list-style-type: none">Overall solution architecture to develop the active and passive network as per SMC requirements <table><tr><th>Functional Requirement Compliance Parameters</th><th>Marks</th></tr><tr><td>Physical Passive Network</td><td>30</td></tr><tr><td>Active Network</td><td>30</td></tr><tr><td>Strategy to meet scalability requirements</td><td>15</td></tr><tr><td>Strategy to meet redundancy requirements</td><td>15</td></tr><tr><td>Centralized Monitoring Requirements</td><td>10</td></tr></table> <p>Maximum marks: 100</p>	Functional Requirement Compliance Parameters	Marks	Physical Passive Network	30	Active Network	30	Strategy to meet scalability requirements	15	Strategy to meet redundancy requirements	15	Centralized Monitoring Requirements	10	10%
Functional Requirement Compliance Parameters	Marks														
Physical Passive Network	30														
Active Network	30														
Strategy to meet scalability requirements	15														
Strategy to meet redundancy requirements	15														
Centralized Monitoring Requirements	10														
TEC_7	People in organization	<ul style="list-style-type: none">If the bidder (Lead bidder in case of Consortium) has at least 100 FTE (full time employees) on the payroll of organization working on telecom / optic fiber / network projects then the bidder will get 70 marksFor every additional 50 FTEs the bidder will get additional 10 marks subject to maximum of 100 marks. <table><tr><th>Number of FTE</th><th>Marks</th></tr><tr><td>> 200 FTE</td><td>100</td></tr><tr><td>> 150 FTE to =<200 FTE</td><td>90</td></tr><tr><td>> 100 FTE to =<150 FTE</td><td>80</td></tr><tr><td>=100 FTE</td><td>70</td></tr></table> <p>Maximum marks: 100</p>	Number of FTE	Marks	> 200 FTE	100	> 150 FTE to =<200 FTE	90	> 100 FTE to =<150 FTE	80	=100 FTE	70	5%		
Number of FTE	Marks														
> 200 FTE	100														
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> 100 FTE to =<150 FTE	80														
=100 FTE	70														
TEC_8	People on project	<ul style="list-style-type: none">Each of the following profiles suggested by the bidder will be evaluated: <table><tr><th>Profile</th><th>Marks</th></tr></table>	Profile	Marks	10%										
Profile	Marks														

#	Technical Evaluation Criteria	Technical Evaluation parameter		Weightage												
		Project Manager with relevant experience of at least 7 years	30													
		Solution Architect with relevant experience of at least 7 years	30													
		Network Design Expert with experience of at least 7 years	20													
		NOC Expert with experience of at least 10 years	20													
		Maximum marks: 100														
TEC_9	Project Presentation	<div>▪ Following parameters will be evaluated during presentation:</div> <table><thead><tr><th>Parameter</th><th>Marks</th></tr></thead><tbody><tr><td>System Integrators understanding of requirements (functional and technical) and completeness of proposed solution</td><td>20</td></tr><tr><td>Presentation of Approach & Methodology for Implementation</td><td>20</td></tr><tr><td>Completeness of project plan and ease of implementation</td><td>20</td></tr><tr><td>Strategy to maintain all the SLAs and handling change requests</td><td>20</td></tr><tr><td>Clarifications given during Presentation</td><td>20</td></tr></tbody></table> <div>Maximum marks: 100</div>		Parameter	Marks	System Integrators understanding of requirements (functional and technical) and completeness of proposed solution	20	Presentation of Approach & Methodology for Implementation	20	Completeness of project plan and ease of implementation	20	Strategy to maintain all the SLAs and handling change requests	20	Clarifications given during Presentation	20	10%
Parameter	Marks															
System Integrators understanding of requirements (functional and technical) and completeness of proposed solution	20															
Presentation of Approach & Methodology for Implementation	20															
Completeness of project plan and ease of implementation	20															
Strategy to maintain all the SLAs and handling change requests	20															
Clarifications given during Presentation	20															

Note:

- For all above points bidder is required to submit the supporting documents as mentioned in section 11.2
- For the projects that have been submitted by the bidder as part of the Technical evaluation, bidder is required to submit Copy of Work order / Contract and Completion Certificate from client.
- For a 50% or above subsidiary, parent company turnover, net worth and project experience shall be considered for evaluation purposes

7.25. Opening of Commercial Bid

- The Commercial bids shall not be opened by SSCDL until the evaluation of the Technical Proposals has been completed.
- SSCDL will open the Commercial Bids of those Bidders who have achieved **minimum score of 70% of total marks in technical evaluation**

3. SSCDL will open the Commercial Bids in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by SSCDL.
4. Commercial Bids from bidders who have failed to qualify in evaluation of the technical proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.

7.26. Evaluation of Commercial Bids and Selection Method

1. SSCDL will award the Contract to the Bidder based on **Lowest Quoted price (L1)**. No additional cost in any form will be entertained by SSCDL during the contract period. For evaluation of L1, SSCDL will consider capital expenditure, operational expenditure and committed revenue shared with the bidder.
2. Total Estimated Commercial Bid of a bidder would be calculated based on quantities given in Section 12. The quantities in this table has been derived/estimated, considering comprehensive O&M period of 7 years. The extension can be decided in future depending on the satisfactory performance of the bidder by competent authority, future IT Infrastructure expansion needs and sole discretion of SSCDL.
3. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
4. Since the payments to the SI will be made over several years, the Discounted Cash Flow (DCF) method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest bidder. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India. DCF method would be used for evaluation of bids. Detailed modalities for applying DCF technique are as below: Net Present Value (NPV) method will be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated below.
 - The SSCDL will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
 - NPV will be calculated on the annual cash outflows.
 - Standard software for example 'Excel', 'or any other spreadsheet will be used for NPV analysis.
 - The NPV will be calculate during the formula below:

$$\text{NPV (Cb)} = \text{Co} + \text{C1}/(1+r)^1 + \text{C2}/(1+r)^2 + \text{C3}/(1+r)^3 + \text{C4}/(1+r)^4 + \text{C5}/(1+r)^5 + \dots + \text{Cn}/(1+r)^n$$

Where,

Co ... Cn are the yearly cash outflows as illustrated below

- Co is the sub-total for Services Provided During Implementation Phase
 - C1 is defined as: (Cost of Operations and Maintenance Services for the 1st year after “Go-Live”)
 - C2 is defined as: (Cost of Operations and Maintenance Services for the 2nd year after “Go-Live”)
 - Cn is defined as: (Cost of Operations and Maintenance Services for the Nth year after “Go-Live”)
 - r is the annual discounting rate(9%) as specified in Para (2) above
5. Bidder with lowest commercial bid (**lowest Grand Total NPV**) shall be awarded the contract
 6. The bidder achieving the L1 price will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same price, the bidder with the higher technical score will be invited for negotiations and awarding the contract. In case of a tie on the technical scores and L1 price, the Cb will be calculated to the third place of decimal and the bidder with lesser Cb will be invited for negotiations and awarding of the contract.
 7. **Arithmetical errors:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail

7.27. OEM / Implementation Partner Participation Criteria

1. The bidder will be required to submit a manufacturer’s authorization form from all the OEMs stating that the bidder in concern would be bidding for their products/solutions.
2. The OEM for all active components should mention in authorization letter that products or technology quoted are neither end of sale nor end of life and are not end of support till the successful completion of O&M phase
3. Bidders are required to specify only one specific make and model of each item and provide the details in the Technical bid. Providing more than one option shall not be allowed
4. Bidder to ensure that the proposed OEM(s) are based on following criteria

Component	Selection criteria for the OEM
IT Infrastructure Components	
Other Switches Routers, UTMs	<ul style="list-style-type: none"> OEMs who are present in the latest Magic Quadrant (challengers or leaders) by Gartner.
Servers	<ul style="list-style-type: none"> OEMs who are present in the latest Magic Quadrant (challengers or leaders) by Gartner.

Additional OEM / Brand Compliance requirement

- With regards to above table, OEMs will certify the installation base and the project experience. This certificate shall be issued through the **Global Headquarters** and attested by the Indian office. Moreover, the agency will submit Gartner Magic Quadrant report. Authority shall verify the claim of OEMs by using publicly available sources. In case there is any doubt of gross negligence or providing erroneous or incorrect information/declaration, decision of Tendering Authority shall be final and binding upon the Bidder and OEM. Also, in such cases, No representation/further correspondence with OEM/Bidder shall be entertained.
 - For above mentioned components, authorised registered service/support centre should be **in operation within India**. The Bidder should submit an undertaking from the OEM to that effect.
5. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Chairman SSCDL/ Municipal Commissioner, SMC for further penal action including blacklisting.

7.28. Notifications of Award and Signing of Contract

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

the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract with SSCDL. Draft Format of the contract is given in the Annexure, Section 13.3

7.29. Quantity Variation

1. The quantity defined in the RFP are estimated and the actual quantity will be executed based on the actual site survey by the selected bidder at the time of project implementation. The quoted rate will remain firm and same for such variation in quantity. The successful bidder shall not object to the upward or downward variation in quantities (including locations or edge site).
2. If required additional quantity over and above may be executed on later stage, the payment for such additional quantities shall be made at tender rates and the tender rates shall be valid for 5 years.
3. No claim shall be entertained or become payable for price variation of differential quantities.

7.30. Performance Bank Guarantee

1. The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, in favour of Surat Smart City Development Ltd for the due performance and fulfilment of the contract by the bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
3. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of six months after the expiry of the Contract Period ("Validity Period").
4. The Performance Bank Guarantee letter format can be found in the Annexure, section 13.4 of this document.
5. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
6. If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
7. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to

complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

7.31. Governing Law

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

7.32. Failure to agree with the Terms & Conditions of the Bid Document/ Contract

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

7.33. Terms and Conditions of the Tender

1. Bidder is required to refer to the draft Contract Agreement, attached as Annexure, 13.3 in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.
2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

8. Service Level Agreements

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

The Successful Bidder (refer as System Integrator, SI) has to supply software/automated tools to monitor all the SLAs mentioned below.

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

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

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

8.1. Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on monthly basis. The monthly O&M cost shall be calculated as "Cost of that particular year / 12".

The SLA also specifies the liquidated damages for lower performance and breach conditions. Payment to the SI is linked to the compliance with the SLA metrics. The matrix specifies three levels of performance, namely,

- a. The SI will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100
- b. The SI will get lesser payment in case of the lower performance

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

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

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

8.2. Pre Implementation SLA

Timely delivery of the Scope of Work

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

8.2.1. Breach in Availability of Project Team in Implementation stage

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

Definition	Bidder is required to propose the CVs of the required technical manpower (as mentioned in Vol 2). It is vital that such manpower is available to SSCDL/SMC/End user department and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these man-power.
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Service Level Requirement	<p>Availability of the required man-power should be 100%. SI to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with SSCDL</p> <p>Note: Project team shall require to take the approval from the SSCDL or concerned authority. The penalty shall be waived off for that approved leaves. In case of absence of approval the penalty shall be levied.</p>								
Measurement of Service Level Parameter	<p>Following instances would be considered as SLA non-compliances:</p> <ul style="list-style-type: none"> Replacement of a profile by the Bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year) Non-deployment of the profile for more than 1 month. Authority reserves the right to ask SI to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark <p>Note: Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</p>								
Penalty for non-achievement of SLA Requirement	<p>For every SLA non-compliance reported and proved, there shall be a penalty as given below:</p> <table border="1"> <thead> <tr> <th>Team Member</th><th>Penalty</th></tr> </thead> <tbody> <tr> <td>Project Manager</td><td> <ul style="list-style-type: none"> Penalty of Rs 25,000 for the 1st week of non-availability at Project site Penalty of Rs. 50,000 for the 2nd week of non-availability at Project site Penalty of Rs. 1,00,000 thereafter (3rd week onwards) per week of non-availability </td></tr> <tr> <td>For Technical Expert- Network Design Expert</td><td> <ul style="list-style-type: none"> Penalty of Rs 25,00 per day of non-availability for 7 days at Project site Penalty of Rs. 5,000 per day of non-availability after 7 days at Project site </td></tr> <tr> <td>For all other team members</td><td> <ul style="list-style-type: none"> Penalty of Rs 1,000 per day of non-availability for 7 days at Project site Penalty of Rs. 2,000 per day of non-availability after 7 days at Project site </td></tr> </tbody> </table>	Team Member	Penalty	Project Manager	<ul style="list-style-type: none"> Penalty of Rs 25,000 for the 1st week of non-availability at Project site Penalty of Rs. 50,000 for the 2nd week of non-availability at Project site Penalty of Rs. 1,00,000 thereafter (3rd week onwards) per week of non-availability 	For Technical Expert- Network Design Expert	<ul style="list-style-type: none"> Penalty of Rs 25,00 per day of non-availability for 7 days at Project site Penalty of Rs. 5,000 per day of non-availability after 7 days at Project site 	For all other team members	<ul style="list-style-type: none"> Penalty of Rs 1,000 per day of non-availability for 7 days at Project site Penalty of Rs. 2,000 per day of non-availability after 7 days at Project site
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For all other team members	<ul style="list-style-type: none"> Penalty of Rs 1,000 per day of non-availability for 7 days at Project site Penalty of Rs. 2,000 per day of non-availability after 7 days at Project site 								

8.2.2. SLA Matrix for Post Implementation SLAs

#	Performance Area	SLA	Penalty
Network & Equipment Reliability			
1	Equipment Availability (EA)	>=99.95%	No penalty

#	Performance Area	SLA	Penalty
	EA for month (%) = [Total minutes in a month –Planned network downtime – Total down time(min) in a month]*100/[Total minutes in a month - Planned network downtime] X= [100-(uptime value)]/2	<99.95% to >=98.5%	Penalty of 5% of total O&M charge to be paid per month for that particular equipment
		<98.5 %	Additional Penalty of X% of total O&M charge to be paid per month for that particular equipment
2	Network Availability (NA) NA for month (%) = 100% - [{Sum Product of: edge locations experiencing downtime, (Edge location down time(min) in a month - Edge location planned downtime} / Number of edge locations *(Total minutes in a month –Planned network downtime)] X= [100-(uptime value)]/2	>=99.95%	No penalty
		<99.95% to >=98.5%	Penalty of 5% of total O&M charge to be paid per month
		<98.5 %	Additional Penalty of X% of total O&M charge to be paid per month
3	Mean Time To Repair (MTTR) - for each Fiber failure MTTR shall be monitored on the time taken between logging of complain against the network & its closure	<= 6 hrs per reported fiber failure	No penalty
		>6 hours to <10 hours	Penalty of 0.5% of total O&M charge to be paid per month
		>10 hours	Penalty of additional 0.5% of total O&M charge to be paid per month
4	Mean Time To Repair (MTTR) - for each non-Fiber failure MTTR shall be monitored on the time taken between logging of complain against the network & its closure	<= 60 mins	No penalty
		>60 mins to <120 mins	Penalty of 0.2% of total O&M charge to be paid per month
		>120 mins	Penalty of additional 0.5% of total O&M charge to be paid per month
Service Reliability			
5		<= 20 ms	No penalty

#	Performance Area	SLA	Penalty
	RTT/Latency (between any two endpoints of data packets of 1500 bytes)	>20 ms to <40 ms	Penalty of 0.2% of total O&M charge to be paid per month
		>=40 ms	Penalty of additional 0.5% of total O&M charge to be paid per month
6	Packet loss (between any two endpoints – average over 1000 ping with packet load of 1500 bytes)	<=1%	No penalty
		>1%	Penalty of 0.2% of total O&M charge to be paid per month
7	Jitter (between any two endpoints)	<= 40ms	No penalty
		>40 ms	Penalty of 0.2% of total O&M charge to be paid per month
Helpdesk			
8	Helpdesk Availability (HA) <i>All incidents raised should be logged into the system and service tickets should be provided to end user</i> <i>The reports generated from the ticket logging system shall be used for penalty calculation.</i>	100% calls to be logged & tickets to be generated	No penalty
		<=99% to <=95%	Penalty of 1% of total O&M charge to be paid per month
		<95%>=90%	Penalty of 2% of total O&M charge to be paid per month
		<90%	Penalty of 5% of total O&M charge to be paid per month
9	Resolution of tickets logged as per severity defined and SLA parameters <i>The reports generated from the ticket logging system shall be used for penalty calculation.</i>	99%	No penalty
		<99% to <=95%	Penalty of 1% of total O&M charge to be paid per month
		<95%>=90%	Penalty of 2% of total O&M charge to be paid per month
		<90%	Penalty of 5% of total O&M charge to be paid per month

Note:

1. The performance report for all above shall be generated from the Measurement Tool (EMS, NMS, Helpdesk tool, etc.). SI shall submit the monthly Reports on the performance and adherence to the SLA through these tools.
2. All incidences reported by EMS and NMS should be auto registered in the Help Desk with Ticket ID.
3. Following will not be considered for downtime calculation
 - i. Link down due to power failure and CPE (Customer Premises Equipment) switch off at respective SMC site location
 - ii. Schedule maintenance by vendor with prior information to SMC
4. The payment shall be made on quarterly basis

9. Payment Schedule and Milestones

9.1. Milestones Implementation & Post Implementation Phase

T= 15 days from date of LoI

Sr No	Milestone	Timelines
1	Site survey, Solution Design, Preparation & Acceptance of Final Bill of Quantity	T + 1 month
2	Implementation/Go Live of Fibre Optic Cable and Accessories (Active & Passive components) on SITC (Supply Installation Testing and Commissioning) Basis for Interconnecting BRTS Bus Stations along With other SMC locations as per the scope of the RFP	T+6 months
3	Operation & Maintenance for 7 years (After 3 months of running of network	Post Go-Live of Complete Network i.e. post T+6 months
4	Monetization of Empty Duct	Post Go-Live of Complete Network +21 years

9.2. Business Model

- i. SSCDL is keen to implement network solution of global standards, and ensure this initiative delivers value to the beneficiaries. SSCDL would also encourage monetization of this initiatives, in order to make the overall project a self-sustainable model. SSCDL desires to lay additional duct across the BRTS corridor network to create a means for revenue generation through duct leasing. SSCDL's commercial model for the project encourages the bidders to actively participate in creating the network for future with SSCDL investing in the capex for the project and giving the responsibility of monetizing the network to the selected vendor thus creating a win-win situation for all the stakeholders in the project – SSCDL, SMC, Selected Vendor, Citizens, Businesses, etc. **SSCDL is allowing the bidder to monetize the additional duct for the period of 21 years.** For monetization purpose, SSCDL will provide only the additional duct, necessary provisioning with regards to active and passive components has to be done by the SI on its own. However, the total duration of the project for laying and maintenance of the network for SMC location shall only be for 7 years.
2. SI shall be allowed to propose the additional revenue streams as part of its bid submission as per the RFP terms & conditions, apart from the ones mentioned above. The project monitoring committee, appointed by SSCDL shall take review of such additional revenue streams before these are implemented by the successful bidder. For any additional revenue streams allowed, SI shall share the quoted value and quoted percentage (%) of the net revenue to SSCDL (net of taxes). It is advised that bidder identifies such additional revenue streams in their technical & commercial proposal itself, so as to take optimum benefit in their commercial bid. The proposed additional revenue stream should be elaborated in the technical proposal without disclosing the specific revenue percentage or amount.

3. If SI proposes any further additional revenue streams during implementation (which are not identified at the time of bid submission), the project monitoring committee of SSCDL shall take review of such additional revenue streams before these are implemented by the successful bidder. For such additional revenue streams allowed, SI shall share 20% of the net revenue to SSCDL (net of taxes).

9.3. Payment Schedules

1. SSCDL shall use the following payment milestones:
 - 10% of CAPEX against supply, installation and commissioning of Network Operating Center (NOC)
 - 30% of CAPEX against the Go Live of Core ring
 - 30% of CAPEX against Go Live of Complete Network
 - 10% of CAPEX after 3 months of running of network
 - 20% of CAPEX in equal half yearly installments in 1 year after Go Live of complete network
 - OPEX projected by SI in their commercial bid will be paid in equally in 28 quarters
 - The SI will pay SSCDL revenue (minimum committed revenue or the committed % of the revenue generated by SI, whichever is higher) on quarterly basis within 15 days on completion of quarter

Note:

- i. The quarterly OPEX payment shall be made as below:
 - If Cn is Negative : SSCDL shall pay Cn amount to Selected SI
 - If Cn is Positive: The Selected SI shall pay Cn Amount to SSCDL

Cn is defined as: $\frac{1}{4} * (\text{Higher value among 'Committed Revenue in absolute rupee terms for the nth year after "Go-Live"' and 'Value derived from the percentage revenue share for the nth year after "Go-Live"'}) - \frac{1}{4} * (\text{Cost of Operations and Maintenance Services for the nth year after "Go-Live"})$

Where “n” = 1, 2, 37 years

- ii. The quarterly payment shall be due at the end of every three months starting from the date of successful complete network (3 months from post Go-Live of complete network)
- iii. The RI cost incurred shall be reimbursed quarterly on actual basis. The SI is required to submit the bills for the same.
- iv. All payments to the SI shall be made upon submission of invoices along with necessary approval certificates from concerned Authority like SSCDL or SMC.

- v. The above payments are subject to meeting of SLA's failing which the appropriate deductions as per SLA mentioned in this RFP will be made applicable.
- vi. The % of the revenue for each of the stream quoted as share to SSCDL shall be minimum guaranteed amount to be paid to SSCDL. Actual payment to SSCDL shall be either this minimum guaranteed amount or the % of the actual revenue, whichever is higher. The amount on the higher side to be adjusted (paid to SSCDL) within 30 days after the 4th quarter of the respective year.
- vii. SSCDL shall audit the revenue generated vis-à-vis amount of revenue shared by the SI on quarterly basis. SI shall provide access to all relevant information to the appointed Auditor. In case any discrepancies are observed, SSCDL has the right to withhold / deduct from the payment due.
- viii. SSCDL will release the payment, if applicable, within 30 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 SSCDL. SSCDL shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where SSCDL disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in Resolution of dispute.
- ix. The SI will continue to share the revenue as per the RFP provisions for the period of 21 years (even after completion of total duration of the project for laying and maintenance of the network for SMC location). In case the revenue share is not disbursed by the SI as per the norms of the RFP, SSCDL will be free to take suitable legal action including termination of the lease agreement.

10. Formats for Pre-Qualification bid

10.1. Bid Cover Letter

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

Date: dd/mm/yyyy

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

Subject: Creation of OFC Network for BRTS Corridor and other important SMC Locations

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

Dear Sir/ Madam,

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

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

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

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

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

10.2. Pre-Qualification Documents Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	DD/Banker's Cheque of Rs. 18,000/- as RFP Fee (in separate envelop)		
2.	EMD of Rs 40,00,000 /-		
3.	Bid Covering Letter		
4.	Power of attorney / board resolution to the authorized Signatory of the RFP. In case of consortium all members are required to submit the same		
5.	Particulars of the Bidders (Form PQ 1)		
6.	Copy of Certificate of Incorporation (In case of Consortium all members to submit)		
7.	Details of Annual Turnover for last three financial years 2015-16, 2014-15, 2013-14 (Form PQ2)		
8.	Declaration letter that the firm is not debarred / blacklisted by Central Government or any State Government organization / department / PSU in India at the time of submission of the Bid, in the format given in the RFP (Form PQ 3, In case of Consortium all members to submit)		
9.	Details of the projects executed (Form PQ 4)		
10.	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years (Form PQ 5)		
11.	Certificate from the statutory auditor/ CA towards positive net worth of the company for last three financial years 2015-16, 2014-15, 2013-14 (Form PQ 6, In case of Consortium all members to submit)		
12.	Copy of Audited Balance Sheet for last three financial years 2015-16, 2014-15, 2013-14 Incorporation (In case of Consortium all members to submit)		
13.	Copy of the audited Profit & Loss Statements for last three financial years 2015-16, 2014-15, 2013-14 Incorporation (In case of Consortium all members to submit)		
14.	Supporting Documents like Rent Agreement/ Electricity Bill / Self Declaration on Company's Letter head to be submitted for Local Office in Surat. OR Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted		

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
15.	Copy of VAT & Service Tax registration		
16.	Copy of PAN registration		
17.	Copy of the Income Tax Registration		
18.	Power of Attorney for Prime Bidder of Consortium (Form PQ 7)		
19.	Memorandum Of Understanding (MOU) with clear defining roles and responsibilities of each consortium partner		
20.	Affidavit – Form PQ_10		

10.3. PQ_1: Bidder Information Format

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

To whomsoever it may concern,

Bidder information Format

Please find below the details of lead bidder and other consortium members for participation in “selection of agency for setting up fiber backbone network for Surat city

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section O.

10.4. PQ_2: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years

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

Date: dd/mm/yyyy

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

Subject: Creation of OFC Network for BRTS Corridor and other important SMC Locations

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Creation of OFC Network for BRTS Corridor and other important SMC Locations.

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

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Lead Bidder				

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

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

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section O.

10.5. PQ_3: Self Declaration – No Blacklisting

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

Date: dd/mm/yyyy

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

Sir/Madam,

In response to the Tender Ref. No. _____ dated
_____ for CREATION OF OFC NETWORK FOR BRTS CORRIDOR AND OTHER
IMPORTANT SMC LOCATIONS, as an owner/ partner/ Director of
_____, I/ We hereby declare that presently our Company/ firm
_____ is not blacklisted or debarred by any Government / PSU on the date
of Bid Submission.

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

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

10.6. PQ_4: Details of similar work undertaken

Date: dd/mm/yyyy

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

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for
“Creation of OFC Network for BRTS Corridor and other important SMC Locations”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Bidder Name :				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Deliverables of the Bidder					
Outcomes of the project					
Other Details					
Total cost of the project					
Total cost of the services provided by the Bidder					
Duration of the project (number of months, start date, completion date, current status)					
Other Relevant Information <for each type of the project type >					

Name of the Project	Bidder Name :				
	Project 1	Project 2	Project 3	-	Project n
Mandatory Supporting Documents:					
Work order / Purchase order / Contract for the project					
Completion / Ongoing Client Certificate					

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section O.

10.7. PQ_5: Auditor's Certificate for turnover for Sole bidder or Lead bidder

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

Date: dd/mm/yyyy

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

Sir/Madam,

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

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Sr.No.	Financial Year Ending	Annual Turnover (Rs in Crores)
1.	31 st March, 2014	
2.	31 st March, 2015	
3.	31 st March, 2016	
	Average Turnover	

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

Yours Sincerely,

Signature of Auditor (with official seal)

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

Note: To be uploaded with any other supporting details specified as Document Proof in Section O.

10.8.PQ_6: Auditor's Certificate for networth for bidder/each member of Consortium

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

Date: dd/mm/yyyy

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

Sir/Madam,

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

NOTE: To be filed for each Member company in case of a consortium

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

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

Yours Sincerely,

Signature of Auditor (with official seal)

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

Note: To be uploaded with any other supporting details specified as Document Proof in Section 0

10.9. PQ_7: Power of Attorney for Lead Member of Consortium

Whereas the Surat Municipal Corporation has invited applications from interested parties for the Selection for “**Creation of OFC Network for BRTS Corridor and other important SMC Locations**”.

Whereasand (Collectively “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, Having our Registered office at,

M/s,..... Having our Registered office at,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the SSCDL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the SSCDL.

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

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

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate*

10.10. PQ_8: Affidavit

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

Name of work:

- I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful / false information, Surat Smart City Development Ltd(SSCDL) is entitled to take any civil and criminal punitive action against me/us.
- The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituents partners have abandoned any work in India nor any contract awarded to us has been rescinded during last five years, prior to the date of this bid.
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SSCDL to verify our statements or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the SSCDL.
- The SSCDL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information to provide such information deemed necessary and requested by representative of SSCDL to verify statements and information provided in the RFP or with regard to the resources, experience and competence of the Applicant.

Signed by the Authorized Signatory of the firm

Title of the office: _____

Name of the firm: _____

Date: _____

11. Formats for Technical Bid

11.1. General Instructions on Preparation of the Technical Proposal

- i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the SSCDL for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for **Technical bid Score is 70**, the quality and completeness of the information submitted by the Bidder will matter a lot. All the documents must be submitted in one file only.
- ii. Bidder is expected to divide its Bid in following sections / documents:

a. Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Bidder to submit the supporting documents for all parameters as mentioned in the section 7.24. Some of the required documents are as follows:

- Financial Capability of the Bidder in required formats and supporting documents
- Experience in Similar projects
- Any other documents as mentioned in section 7.24

b. Technical Proposal: Bidders have to submit a structured and organized technical proposal, which will be analysed by SSCDL for different compliances with regards to the requirements of the project. Each point listed below must be provided in detail with the necessary supporting documents and assumptions. Information to be included by the bidders in their Technical Proposal is as follows:

- Understanding of the Project Scope
- Solution Architecture
- Approach & Methodology for design, Supply, Installation, Commissioning, Go live and maintenance for implementation & post-implementation period
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
- Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.
- Risk Mitigation plan

c. Other Details

- **Bill of Material:** This document should give details of all the proposed passive and active components without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Compliance to Technical and Functional Specifications as mentioned in Volume 2, Annexure I & Annexure II (Section 7 & Section 8 respectively)
- Make & Model of all passive and active components along with datasheets highlighting the Technical Specification (Ref: Volume 2, Section 7) parameters in each datasheet for compliances
- CVs of the Key Manpower proposed (Qualification of each resource is provided in Volume 2, Section 6.3)

11.2. Check-list for the documents to be included in the Technical Bid

#	Documents required	Submitted (Y / N)	(Page No.)
1.	Bidder Competence related docs (TQ_1 to TQ_2)		
2.	Details of similar work undertaken for showcasing product experience (TQ_3)		
3.	Certificate of Asset Liability ratios and Debt Equity Ratio from the Statutory auditor / CA		
4.	Understanding of the Project & Solution Architecture		
5.	Approach & Methodology for design, Supply, Installation, Commissioning, Go live and maintenance for implementation & post-implementation period		
6.	Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients		
7.	Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.		
8.	Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.		
9.	Risk Mitigation plan		
10.	CVs of the Key Manpower proposed (TQ_4)		
11.	Make & Model of all passive and active components		
12.	Compliance to Technical and Functional Specifications as mentioned in Volume 2, Annexure I & Annexure II (Section 7 & Section 8 respectively).		
13.	Bill of Material without prices		
14.	Datasheets highlighting the Technical Specification Volume 2, Annexure I & Annexure II (Section 7 & Section 8 respectively) parameters in each datasheet for compliances		
15.	Authorization letter from OEMs (TQ_5)		
16.	Letter on company's letter head on total no. of full time employee		

11.3. TQ_1: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) over last 3 financial years

Please submit in the same format as per Form PQ 2

11.4. TQ_5: Auditor's Certificate for turnover for Sole bidder or Lead bidder

Please submit in the same format as per Form PQ 5

11.5. TQ_3: Details of similar work undertaken

Please submit in the same format as per Form PQ 4. The information to be submitted for all similar works mentioned in Section 7.24 (TEC_3 to TEC_7)

11.6. TQ_4: CVs of the Key Manpower proposed

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"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 																
7	Summary of Key Training and Certifications	<ul style="list-style-type: none"> ▪ ▪ 																
8	Language Proficiency	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking												
Language	Reading	Writing	Speaking															

9	Employment Record (For the total relevant experience)	<table border="1"> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> </table>	From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:	
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10	Total No. of Years of Work Experience																			
11	Total No. of Years of Experience for the Role proposed																			
12	<p>Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)</p> <table border="1"> <tr> <td>Name of assignment or project:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main project features:</td> <td></td> </tr> <tr> <td>Positions held:</td> <td></td> </tr> <tr> <td>Activities performed:</td> <td></td> </tr> </table>		Name of assignment or project:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:					
Name of assignment or project:																				
Year:																				
Location:																				
Client:																				
Main project features:																				
Positions held:																				
Activities performed:																				

11.7. TQ_5: Format for Authorization Letters from OEMs

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

Date: dd/mm/yyyy

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

Sub : Creation of OFC for BRTS Corridor and other important SMC Locations–
Authorization Letter from OEMs

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

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 below mentioned equipment / software manufactured / developed by us.

Sr. No.	Product Name	Make & Model
1		
2		
...		
n		

We herewith certify that the above mentioned equipment / software products are neither end of sale nor end of the life and we hereby undertake to support these equipment / software till the successful completion of O&M phase

Yours faithfully,

(Signature of the Authorized Signatory
from OEM)
Name
Designation
Seal.
Date:
Place:
Business Address:

(Signature of the Authorized Signatory
Lead Bidder)
Name
Designation
Seal.
Date:
Place:
Business Address:

12. Commercial Bid Format & Instructions

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

Date: dd/mm/yyyy

To

The General Manager IT,

Surat Smart City Development Ltd.

115, Smart City Cell,

Surat Municipal Corporation - Head Quarter,

Muglisara, Main Road, Surat - 395003, Gujarat.

Subject: Selection of System Integrator for Creation of OFC Network for BRTS Corridor and other important SMC Locations

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

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “**Creation of OFC Network for BRTS Corridor and other important SMC Locations**” do hereby propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

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

2. DEVIATIONS

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

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

3. QUALIFYING DATA

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

4. BID PRICE

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

5. CONTRACT PERFORMANCE GUARANTEE BOND

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

12.1. General Instructions

- a. Bidder should provide all prices as per the prescribed format under this Annexure.
- b. All the prices are to be entered in Indian Rupees (INR) only.
- c. The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable. The L1 evaluation will be done exclusive of taxes but inclusive of any duties applicable to the products. The bidder to quote the duties along with the rate of products proposed for L1 evaluation.
- d. SSCDL shall be entitled to deduct tax at source or any other taxes/ cess as may be applicable
- e. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- f. SSCDL reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- g. The price quoted for the items shall be exclusive of RoW but inclusive of Restoration charge / Road Reinstatement (RI charge) to be incurred for this project. The RI charge shall be reimbursed quarterly on actual basis. The restoration charges are as below:

Road Type	Rate (INR)
Any type of road per RKMT / per SQKMT	15,01,000/-

- h. As part of rate discovery, Bidder is also required to quote the yearly rate for NoC operator. The rate shall be considered in case there is the requirement in future to augment the manpower in NOC. However, this rate will not be evaluated in L1 calculation but SSCDL / SMC reserves the right to negotiate the rate quoted with the Bidder
- i. NPV calculations to be done with 9% discounting on annual basis. The calculation will be done based on the formula mentioned in section 7.26.
- j. The SI needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- k. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, SSCDL retains the right to negotiate this rate for future requirement
- l. *Quantities mentioned in the commercial formats are indicative in number. SSCDL may or may not procure the listed components in mentioned quantities. SSCDL has the rights to delete any of the component before final implementation. Also, SSCDL reserves the right to remove any of the line components (as per BOQ provided).*
- m. The successful bidder shall not object to the upward or downward variation in quantities of any item.
- n. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for 5 years.

- o. No claim shall be entertained or become payable for price variation of additional quantities
- p. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by SSCDL. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- q. For the purpose of evaluation of Commercial Bids, SSCDL shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- r. SSCDL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to SSCDL.
- s. SI should refer Volume II of the Tender for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial Formats.
- t. No escalations of prices will be considered under any circumstances

12.2. Commercial Bid Format

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

12.2.1. Summary Estimation for Project

Particulars	Value (INR)
Net Value for CAPEX (A1)	
NPV for OPEX (B1.1)	
NPV for Net Revenue to SSCDL (C1.1)	
NPV for Fibre Connectivity (without Taxes) C1.1 -(A1+B1.1)	
NPV for Fiber Connectivity	In words (Net Value)

Capex (A1)

#	Particulars	Total Net Amount (INR)	Total Taxes (INR)	Total Amount with Taxes (INR)
1	Common CAPEX Components			
1.1	Passive Components - Schedule I			
1.2	Active Components - Schedule II			
	Total Amount in INR			
	Total Capex (Net Amount) in INR (A1)			
	Total Net Amount in INR	In words (Net Value)		

OPEX (B1)

#	Particulars	Total Net Amount (INR)	Total Taxes (INR)	Total Amount with Taxes (INR)	NPV Value of Net Amount (INR)
1.1	Passive Components - Schedule III				

#	Particulars	Total Net Amount (INR)	Total Taxes (INR)	Total Amount with Taxes (INR)	NPV Value of Net Amount (INR)
1.2	Active Components - Schedule IV				
Total in INR					
Total NPV in INR(B1.1)					
Total NPV in INR(B1.1)		In words			

Revenue Share (C1)

#	Particulars	Yr 1			Yr 2	...	Yr 21	Total committed revenue with SSCDL (Amount in INR)
		Estimated Revenue (INR)	% Committed share with SSCDL	Committed Revenue with SSCDL (Amount in INR)				
1	Revenue Streams proposed by the Bidder							
1.1	Duct Leasing							
1.2	Any other stream – 1							
1.3	Any other stream – 2							
1.4	Any other stream – 3							
Total Amount in INR (C1)								
NPV in INR (C1.1)								
NPV in INR (C1.1)		In words						

Rate Discovery for NoC Operator

#	Particulars	Rate for Y1 (INR)	Rate for Y2 (INR)	Rate for Y3 (INR)	Rate for Y4 (INR)	Rate for Y5 (INR)	Rate for Y6 (INR)	Rate for Y7 (INR)
1	NOC Operator (1 Quantity)							

Note: The above rate will not be considered for L1 evaluation. SSCDL/ SMC will consider this rate in case of manpower augmentation is required for NOC operation. However, SSCDL / SMC reserves the right to negotiate the rate with the bidder.

12.2.2. Schedule I : Estimation of Supply Install, Testing and Commissioning (SITC) of Passive Components

#	Particulars	Measurement Unit	Quantity	Unit Price (INR)	Net Value(INR)	Taxes(INR)	Total(INR)
1	Creation of OFC Network						
1.1	Creation of 96 F (core) OFC Network for BRTS Corridor and other important SMC Locations for 36 Km road length or 46 Km of Fiber Length	Mtr	36,000				
1.2	Creation of 48 F (access) OFC Network for BRTS Corridor and other important SMC Locations for 82 Km road length or 102 Km of Fiber Length	Mtr	82,000				
1.3	Creation of 12 F (last mile) OFC Network for BRTS Corridor and other important SMC Locations for 6 Km of Fiber Length	Mtr	6,000				
1.4	Creation of 12 F (in building ducting) OFC Network for BRTS Corridor and other important SMC Locations for 4 Km of Fiber Length	Mtr	4,000				
1.5	Restoration of trench surface to its original conditional (RI Charge)	Lumpsu m	1				
Total - Schedule I (INR)							

Note: The quantities mentioned are tentative in nature to arrive at L1 cost. The actual quantity may vary at the time of implementation. List of activities (not limited to) envisaged for Network implementation is provided in Annexure 13.2. Bidder is required to consider the same for commercial estimation.

12.2.3. Schedule II : Estimation of Supply, Installation, Testing and Commissioning (SITC) of Active Components

#	Particulars	Measurement Unit	Quantity	Unit Price (INR)	Net Value(INR)	Taxes(INR)	Total(INR)
1	Network Operation Center						

#	Particulars	Measurement Unit	Quantity	Unit Price (INR)	Net Value(INR)	Taxes(INR)	Total(INR)
1.1	Core Switch	Nos	2				
1.2	Core Router	Nos	2				
1.3	Internet Router	Nos	2				
1.4	Access Switch	Nos	2				
1.5	Next Generation Firewall / UTM	Nos	2				
1.6	Server with Operating System	Lot	1				
1.7	EMS	Lot	1				
1.8	NMS	Lot	1				
1.9	Helpdesk	Lot	1				
1.10	Remote Fiber monitoring System	No	1				
1.11	Database software with license	Lot	1				
1.12	Antivirus License	Lot	1				
1.13	42 U Rack with accessories	No	4				
2	PoP Locations						
2.1	Mega POP/POP Switches	No	8				
2.2	Access Control System	Sets	3				
2.3	UPS	No	4				
2.4	SMPS	No	4				

#	Particulars	Measurement Unit	Quantity	Unit Price (INR)	Net Value(INR)	Taxes(INR)	Total(INR)
2.5	Rack - 42U with accessories	Nos	8				
2.6	Rodent System	Nos	3				
3	Access Locations						
3.1	Indoor Switches	No	25				
3.2	UPS	No	25				
3.3	Rack - 9U with accessories	Nos	180				
Total - Schedule II (INR)							

Note: The quantities mentioned are tentative in nature to arrive at L1 cost. The actual quantity may vary at the time of implementation.

12.2.4. Schedule III : O&M for Passive Components

#	Particulars	Measurement Unit	Y1	Y2	..Y7	Total Net Amount (INR)	Total Taxes (INR)	Total Amount (INR)
1	Operation & Maintenance of below including all accessories and services for SMC Locations							
1.1	O&M of OFC Network for BRTS Corridor and other important SMC Locations for 118 km road length or 148 Km of Fiber Length including last mile connectivity	Mtr						

#	Particulars	Measurement Unit	Y1	Y2	..Y7	Total Net Amount (INR)	Total Taxes (INR)	Total Amount (INR)
Total Amount in INR								
NPV in INR								

Note:

- The quantities mentioned are tentative in nature to arrive at L1 cost. The actual quantity may vary at the time of implementation.
- All passive components are with 3 years warranty, thus bidders are required to quote the O&M charges for the first three years accordingly.

12.2.5. Schedule IV : O&M for Active Components

#	Particulars	Measurement Unit	Quantity	Y1	...Y7	Total Net Amount (INR)	Total Taxes (INR)	Total Amount (INR)
1	Network Operation Center							
1.1	Core Switch	Nos	2					
1.2	Core Router	Nos	2					
1.3	Internet Router	Nos	2					
1.4	Access Switch	Nos	2					
1.5	Next Generation Firewall / UTM	Nos	2					
1.6	Server with Operating System	Lot	1					
1.7	EMS	Lot	1					
1.8	NMS	Lot	1					
1.9	Helpdesk	Lot	1					
1.10	Remote Fiber monitoring System	No	1					
1.11	Database software with license	Lot	1					
1.12	Antivirus License	Lot	1					

#	Particulars	Measurement Unit	Quantity	Y1	...Y7	Total Net Amount (INR)	Total Taxes (INR)	Total Amount (INR)
1.13	42 U Rack with accessories	No	4					
2	PoP Locations							
2.1	Mega POP/POP Switches	No	8					
2.2	Access Control System	Sets	3					
2.3	UPS	No	4					
2.4	SMPS	No	4					
2.5	Rack - 42U with accessories	Nos	8					
2.6	Rodent System	Nos	3					
3	Access Locations							
3.1	Indoor Switches	No	25					
3.2	UPS	No	25					
3.3	Rack - 9U with accessories	Nos	180					
Total - Schedule IV (INR)								
NPV in INR								

Note:

- i. The quantities mentioned are tentative in nature to arrive at L1 cost. The actual quantity may vary at the time of implementation.
- ii. All active components are with 3 years warranty, thus bidders are required to quote the O&M charges for the first three years accordingly.

13. Annexure

13.1. Format for Bank Guarantee for Bid Security (Earnest Money Deposit)

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

This Deed of Guarantee is made on this _____ day of _____, 2017 at _____ by _____ a _____ Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, Surat (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Surat Smart City Development Ltd (SSCDL), having its Registered Office at _____ (hereinafter referred to as “Authority” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the AUTHORITY undertook the process of competitive bidding in order to select the most desirable firm/company for Selection of System Integrator Selection of System Integrator for Creation of OFC Network for BRTS Corridor and other important SMC Locations which purpose AUTHORITY issued a RFP document inviting Bids from the Bidders;

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

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

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

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to AUTHORITY a sum of Indian Rupees (Amount of EMD in INR) without any protest or demur and upon receipt of first written demand from AUTHORITY, without having to substantiate his demand, provided that in his demand AUTHORITY will note that the amount

claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

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

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

The claim in respect of this Bank Guarantee shall be admissible at any of our Surat Branches and such Bank Guarantee is encashable at Surat Branch.

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

Signed and delivered by the

Above named _____ Bank by

its Authorized Signatory as authorized by

Board Resolution passed on _____/

Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.

13.2. Minimum Activities for Network Implementation

The below table describes the activities (not limited to) to be considered by Bidder while implementation.

S. No.	Description of Activities
1	Trenching, HDD
1.1	Open Trenching
1.1.1	Trenching including all surface cutting & backfilling in all types of soil including normal soil, soft soil, soft rock- Depth upto 1.2m & upto 0.5 m width and if any pit restoration. Scope also includes normal dewatering, barricading laying of 100mm RCC full round/half round pipe, 110mm DWC pipe, 100mm GI Pipe, warning tape including duct integrity test all complete.
1.1.2	Charges for trenching in Hard Rock or Cutting of reinforced concrete by blasting or chiseling and drilling. Scope also includes backfilling all types of soil, normal dewatering, barricading laying of 100mm RCC full round/half round pipe, 110mm DWC pipe, 100mm GI Pipe, warning tape including duct integrity test all complete.
1.1.3	Shallow trench for inside premise work with depth of 0.6 Mtr.
1.2	HDD including duct pulling
1.2.1	Upto 2 ducts of 40mm dia or equivalent including duct pulling and duct integrity test all complete.
2	Debris Clearance
2.1	Debris Clearance (disposal of material by trolley/truck including loading & unloading) upto municipal dumping ground
3	Duct laying and Cable blowing/pulling
3.1	Laying of 40/33mm HDPE duct
3.2	Pulling of OFC 12F/48F/96F in 40mm HDPE Duct
3.3	Laying / pulling / blowing of nylon rope 6mm dia
4	Installation of cast in situ handhole for OFC and Route marker
4.1	Placing of Single Lid Hand Holes cast-in-situ with size 1M (L)*1M(W)*1.2M(D), scope includes transportation, loading, unloading & excavation of pit for the hand-holes at an interval of every 200 Mtrs or wherever applicable for city limit, continuity of armour (in case of armour cable), PCC of 100 MM below handhole.
4.2	Supply, Transportation & Installation of Route Marker
5	OFC termination, splicing & Testing (loose tube cable)
5.1	96 / 48 / 12 Fiber splicing / termination with testing.
5.2	Installation, termination & commissioning of 96F / 24F FDP (along with testing tool and installation Kit)
5.3	Mid-span splicing for last mile connectivity of locations.
6	O.F. Cable Protection
6.1	Concrete envelop for protection (thickness = 15 cm)
7	Misc
7.1	Laying of PVC pipe and flexible corrugated pipe (OD = 25 mm) along walls with accessories and consumables.

13.3. Draft Master Service Agreement

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

This **AGREEMENT** is made at _____, Surat, Gujarat on this ____ day of _____, _____,
BETWEEN

-----, hereinafter referred to as "**Client**", or "**SSCDL**" (*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 "**Systems Integrator**" or "**SI**" or "**Vendor**", (*which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees*), of the **SECOND PART**.

Whereas SSCDL has envisaged to implement the OFC for BRTS Corridor and other important SMC Locations (hereinafter referred to as the "**Project**");

And whereas SSCDL published the RFP to seek services of a reputed firm as a System Integrator for Creation of OFC Network for BRTS Corridor and other important SMC Locations;

And whereas M/s. ----- has submitted its proposal for "**Creation of OFC Network for BRTS Corridor and other important SMC Locations**";

AND whereas SSCDL has selected M/s.....as successful bidder and issued Letter of Intent datedto the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent.

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

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

1. Definitions

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

- (a) “SSCDL” means Surat Smart City Development Limited;
- (b) “Contract” means this Agreement entered into between SSCDL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) “Systems Integrator” means M/s. ----- interchangeably referred to as “SI” in the contract; and
- (d) “RFP” means the Tender Published by SSCDL (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) *"Go Live or successful completion of implementation of the project" date means the 16th day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of SSCDL.*
- (f) *"Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.*
- (g) *"Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilised by the SI for this Project.*

2. Interpretation

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

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

3. Term of the Agreement

The term of this agreement shall be a period of 7 years post Go Live of complete network. However, for monetization **SSCDL will allow the SI to monetize the additional duct for the period of 21 years.**

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

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

4. Work Completion timelines

T= 15 days from date of Lol

Sr No	Milestone	Timelines
1	Site survey, Solution Design, Preparation & Acceptance of Final Bill of Quantity	T + 1 month
2	Implementation/Go Live of Fibre Optic Cable and Accessories (Active & Passive components) on SITC (Supply Installation Testing and Commissioning) Basis for Interconnecting BRTS Bus Stations along With other SMC locations as per the scope of the RFP	T+6 months
3	Operation & Maintenance for 7 years (After 3 months of running of network	Post Go-Live of Complete Network i.e. post T+6 months
4	Monetization of Empty Duct	Post Go-Live of Complete Network +21 years

5. Business Model

- i. SSCDL is keen to implement network solution of global standards, and ensure this initiative delivers value to the beneficiaries. SSCDL would also encourage monetization of this initiatives, in order to make the overall project a self-sustainable model. SSCDL desires to lay additional duct across the BRTS corridor network to create a means for revenue generation through duct leasing. SSCDL's commercial model for the project encourages the bidders to actively participate in creating the network for future with SSCDL investing in the capex for the project and giving the responsibility of monetizing the network to the selected vendor thus creating a win-win situation for all the stakeholders in the project – SSCDL, SMC, Selected Vendor, Citizens, Businesses, etc. **SSCDL is allowing the bidder to monetize the additional duct for the period**

of 21 years. For monetization purpose, SSCDL will provide only the additional duct, necessary provisioning with regards to active and passive components has to be done by the SI on its own. However, the total duration of the project for laying and maintenance of the network for SMC location shall only be for 7 years.

- ii. SI shall be allowed to propose the additional revenue streams as part of its bid submission as per the RFP terms & conditions, apart from the ones mentioned above. The project monitoring committee, appointed by SSCDL shall take review of such additional revenue streams before these are implemented by the successful bidder. For any additional revenue streams allowed, SI shall share the quoted value and quoted percentage (%) of the net revenue to SSCDL (net of taxes). It is advised that bidder identifies such additional revenue streams in their technical & commercial proposal itself, so as to take optimum benefit in their commercial bid. The proposed additional revenue stream should be elaborated in the technical proposal without disclosing the specific revenue percentage or amount.
- iii. If SI proposes any further additional revenue streams during implementation (which are not identified at the time of bid submission), the project monitoring committee of SSCDL shall take review of such additional revenue streams before these are implemented by the successful bidder. For such additional revenue streams allowed, SI shall share 20% of the net revenue to SSCDL (net of taxes)

6. Payment Terms

- i. SSCDL shall use the following payment milestones:
 - 10% of CAPEX against supply ,installation and commissioning of Network Operating Center (NOC)
 - 30% of CAPEX against the Go Live of Core ring
 - 30% of CAPEX against Go Live of Complete Network
 - 10% of CAPEX after 3 months of running of network
 - 20% of CAPEX in equal half yearly installments in 1 year after Go Live of complete network
 - OPEX projected by SI in their commercial bid will be paid in equally in 28 quarters
 - The SI will pay SSCDL revenue (minimum committed revenue or the committed % of the revenue generated by SI, whichever is higher) on quarterly basis within 15 days on completion of quarter

Note:

- i. The quarterly OPEX payment shall be made as below:
 - If Cn is Negative : SSCDL shall pay Cn amount to Selected SI
 - If Cn is Positive: The Selected SI shall pay Cn Amount to SSCDL

Cn is defined as: $\frac{1}{4} * (\text{Higher value among 'Committed Revenue in absolute rupee terms for the nth year after "Go-Live"}' \text{ and 'Value derived from the percentage revenue share for the nth year after "Go-Live"}') - \frac{1}{4} * (\text{Cost of Operations and Maintenance Services for the nth year after "Go-Live"})$

Where “n” = 1, 2, 37 years

- ii. The quarterly payment shall be due at the end of every three months starting from the date of successful complete network (3 months from post Go-Live of complete network)
- iii. The RI cost incurred shall be reimbursed quarterly on actual basis. The SI is required to submit the bills for the same.
- iv. All payments to the SI shall be made upon submission of invoices along with necessary approval certificates from concerned Authority like SSCDL or SMC.
- v. The above payments are subject to meeting of SLA's failing which the appropriate deductions as per SLA mentioned in this RFP will be made applicable.
- vi. The % of the revenue for each of the stream quoted as share to SSCDL shall be minimum guaranteed amount to be paid to SSCDL. Actual payment to SSCDL shall be either this minimum guaranteed amount or the % of the actual revenue, whichever is higher. The amount on the higher side to be adjusted (paid to SSCDL) within 30 days after the 4th quarter of the respective year.
- vii. SSCDL shall audit the revenue generated vis-à-vis amount of revenue shared by the SI on quarterly basis. SI shall provide access to all relevant information to the appointed Auditor. In case any discrepancies are observed, SSCDL has the right to withhold / deduct from the payment due.
- viii. SSCDL will release the payment, if applicable, within 30 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 SSCDL. SSCDL shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where SSCDL disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in Resolution of dispute.
- ix. The SI will continue to share the revenue as per the RFP provisions for the period of 21 years (even after completion of total duration of the project for laying and maintenance of the network for SMC location). In case the revenue share is not disbursed by the SI as per the norms of the RFP, SSCDL will be free to take suitable legal action including termination of the lease agreement

7. Scope Extension

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

8. Service Level Agreement (SLA)

SSCDL is looking at a very professional approach in the project implementation and its operations. System Integrator is expected to match these expectations of the service levels given in Annexure III of this agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in Annexure III to this agreement.

9. Use & Acquisition of Assets during the term

System Integrator shall

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

- Provide and facilitate access to SSCDL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
- Maintain standard forms of comprehensive insurance including liability insurance, system & facility insurance & any other insurance for the Assets, data, software, etc in the joint names of SSCDL & the System Integrator, where SI shall be designated as the 'loss payee' in such insurance policies; SI shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
- Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to SSCDL of this Project in an efficient and speedy manner; &
- Obtain a sign off from SSCDL or its nominated agencies at each stage as is essential to close each of the above considerations.

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

10. Security and safety

- The System Integrator will comply with the directions issued from time to time by SSCDL and the standards related to the security and safety in so far as it applies to the provision of the Services.
- System Integrator shall also comply with the SSCDL Project's information technology security and standard policies in force from time to time as applicable.
- System Integrator shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with SSCDL's data, facilities or Confidential Information.
- The System Integrator shall upon reasonable request by SSCDL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

- System Integrator and its partners / sub-contractors shall promptly report in writing to each other and SSCDL any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at SSCDL's Facilities.

11. Indemnity

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

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

12. Third Party Claims

- a. Subject to Sub-clause (b) below, the System Integrator (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other

entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
- i) The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii) The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. system integrator hereby indemnify & hold indemnified the SSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
 - vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - Viii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
 - ix. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

- x. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

13. Publicity

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

14. Warranties

- a. The System Integrator warrants and represents to SSCDL that:
 - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. This Agreement is executed by a duly authorized representative of the System Integrator;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the SLAs, the System Integrator warrants and represents to SSCDL, that:
 - the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - The SLAs have been executed by a duly authorized representative of the System Integrator;
 - The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
 - The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
 - System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

- The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs.

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

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

15. Force Majeure & Vandalism

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

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

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

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

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

16. Resolution of Disputes

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

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

17. Limitation of Liability towards SSCDL

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the SSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed 50% of the total CAPEX + OPEX value.

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

18. Conflict of Interest

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

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

19. Data Ownership

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

20. Intellectual Property Rights

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

21. Fraud and Corruption

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

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of SSCDL in contract executions.
- b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to SSCDL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive SSCDL of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the SSCDL in Volume II.

- d. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

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

22. Exit Management

(i) Exit Management Purpose

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

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

(ii) Confidential Information, Security and Data

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

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

(iii) Employees

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

enforce or impose any contractual provision that would prevent any such employee from being hired by the SSCDL or any Replacing Vendor.

(iv) Rights of Access to Information

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

(v) Exit Management Plan

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

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

23. Termination of Contract

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

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

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

On failure of the SI to rectify such breach within 30 days, SSCDL may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SSCDL. In such event the SI shall be liable for penalty/liquidated damages imposed by the SSCDL. The performance Guarantee shall be forfeited by the SSCDL

Consequences of Termination

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

Plans and drawings

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

24. Miscellaneous

a) Confidentiality

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

Except with the prior written permission of SSCDL, the Systems Integrator (including all consortiums or partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Systems Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to SSCDL / SMC whose data is used but also to its stakeholders. System Integrator, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in SSCDL & its nominees receiving a right to seek injunctive relief & damages from the System Integrator.
- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
 - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
 - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &

- iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
 - i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
 - ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
 - iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
 - iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
 - v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
 - i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
 - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the foregoing, both Parties may retain, subject to the terms of this Article, reasonable

number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.

- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that SSCDL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the SSCDL Project. In order for such reviews to be frank & candid, for the greatest benefit to both SSCDL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to SSCDL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

A Non-disclosure agreement shall be signed separately between the Systems Integrator and SSCDL.

b) Standards of Performance

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

c) Sub Contracts

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

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

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

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

d) Care to be taken while working at Public Place

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

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

e) Compliance with Labor regulations

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

f) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or *employment relationship* between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the

other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g) Waiver

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

h) Notices

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

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

SSCDL:

Chief Executive Officer
Surat Smart City Development Corporation Ltd.

Tel: -----

Fax: -----

Systems Integrator:

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).

i) Performance Guarantee

The SI shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any

of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the SSCDL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

j) Personnel/Employees

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

- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

k) Variations & Further Assurance

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

l) Severability & Waiver

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

m) Entire Agreement

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

n) Survivability

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

- o) The stamp duty payable for the contract shall be borne by the Systems Integrator.

- p) Deliverables will be deemed to be accepted by SSCDL if no communication from the department is made to the SI after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in atleast 3 weekly project progress reports

25. Applicable Law

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

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

Signed, sealed and delivered

By -----

-----,

For and on behalf of the **Governor of the
State of Gujarat**

Signed, sealed and delivered

By -----

For and on behalf of the “Systems Integrator”,

Witnesses:

(1)

(2)

Attachments to the Agreement:

- 1) Scope of Services for the Systems Integrator (Annexure I)
- 2) Detail Commercial proposal of the Systems Integrator accepted by SSCDL (Annexure II)
- 3) SLA to be adhered by the Systems Integrator (Annexure III)
- 4) Corrigendum Document published by SSCDL subsequent to the RFP for this work (Annexure IV)
- 5) RFP Document of SSCDL for this work (Annexure V)
- 6) LoI issued by the SSCDL to the successful bidder (Annexure VI)
- 7) The successful bidder’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP (Annexure VII)

13.4. Format for Performance Bank Guarantee

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

IN CONSIDERATION OF Through

Surat Smart City Development Corporation (SSCDL) for Selection of System Integrator for Creation of OFC Network for BRTS Corridor and other important SMC Locations (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated theday of 2017 executed between SSCDL on the one part and the Company (Name of the Company) on the other part (hereinafter referred to as “the said AGREEMENT”) and on the terms and conditions specified in the Contract, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed hereto.

The Company has agreed to furnish SSCDL in Guarantee of the Nationalized Bank for the sum of Rs (Agreement in Words and Figures) only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said AGREEMENT. We..... Bank Registered in India under Act and having one of our Local Head Office at..... do hereby guarantee to SSCDL in Department.

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

AND FOR THE consideration aforesaid, we do hereby undertake to pay to SSCDL on demand without delay demur the said sum of Rs. (Rupees only) together with interest thereon at the rate prescribed under from the date of demand till payment or such lesser sum, as may be demanded by SSCDL from us as and by way of indemnity on account of any loss or damage caused to or suffered by SSCDL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to SSCDL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that –

- a) The SI shall maintain a valid and binding Performance Guarantee for a period of six months after the expiry of the Contract Period (“Validity Period”).The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of SSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied

or discharged and till SSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.

- b) We shall not be discharged or released from liability under this Guarantee by reason of
 - a. any change in the Constitution of the Bank or
 - b. any arrangement entered into between SSCDL and the Company with or without our consent;
 - c. any forbearance or indulgence shown to the Company,
 - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
 - e. any time given to the Company, OR
 - f. any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs..... (Rupees Only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of SSCDL in department in writing;
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs..... (Rupees..... only) and shall remain in force until SSCDL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.
- f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to SSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to SSCDL demand without any demur, such sum as may be demanded, not exceeding Rs..... (Rupees.....) and that the Bank will indemnify and keep SSCDL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of SSCDL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of SSCDL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) SSCDL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of SSCDL or by any other matter or think whatsoever which

under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all surety ship and other rights which it might otherwise be entitled to enforce.

- h) That the absence of powers on the part of the Company or SSCDL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,
- i) The Guarantor agrees and declares that for enforcing this Guarantee by..... against it, the Courts at Surat only shall have exclusive jurisdiction and the Guarantor hereby submits to the same

1.....

2.....

Being respectively the Director of the Company, who in token thereof, has hereto set his respective hands in the presence of –

1.....

2.....