



SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)

Request for Proposal

for

SELECTION OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY, INTEGRATION AND MAINTENANCE OF VARIOUS HARDWARE COMPONENTS FOR INTELLIGENT TRANSIT MANAGEMENT SYSTEM (ITMS) FOR BUS RAPID TRANSIT SYSTEM (BRTS) AND CITY BUS OPERATION FOR SURAT CITY FOR SURAT MUNICIPAL CORPORATION SURAT (FOURTH ATTEMPT)

Tender No (On line): GM(IT)/BRTS/ITMS/03/2017 2018

Issued on 05.01.2018

Issued by

Surat Smart City Development Limited (SSCDL)

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SHORT REQUEST FOR PROPOSAL

FOR

SELECTION OF SERVICE PROVIDER FOR PROCUREMENT,
SUPPLY, INTEGRATION AND MAINTENANCE OF VARIOUS
HARDWARE COMPONENTS FOR INTELLIGENT TRANSIT
MANAGEMENT SYSTEM (ITMS) FOR BUS RAPID TRANSIT
SYSTEM (BRTS) AND CITY BUS OPERATION FOR SURAT
CITY FOR SURAT MUNICIPAL CORPORATION SURAT
(FOURTH ATTEMPT)

JANUARY 2018



Disclaimer

This RFP is being issued by the Surat Municipal Smart City Development Ltd (SSCDL) (hereunder called "Authority"/"SSCDL") for inviting bids for selection of Service Provider for Procurement, Supply, Installation, Integration and Maintenance of various Hardware Components for Intelligent Transit Management System (ITMS) for Bus Rapid Transit System (BRTS) and City Bus Operation for Surat Municipal Corporation (the "Project") in Surat City on such terms and conditions as set out in this RFP Document.

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

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

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

	<p align="center"> Surat Smart City Development Limited (SSCDL) South Zone Vahivati Bhavan, Udhana Main Road, Opp. Styanagar, Udhana, Surat 394210 Notice Inviting Request for Proposal (RFP) for Selection Of Service Provider For Procurement, Supply, Integration And Maintenance Of Various Hardware Components For Intelligent Transit Management System (ITMS) For Bus Rapid Transit System (BRTS) And City Bus Operation (Fourth Attempt) [Tender Notice No: GM (IT)/SSCDL/BRTS/ITMS/03/2017- 2018] </p>	
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This RFP Document is being published by the Surat Smart City Development Ltd (SSCDL) for the Selection Of Service Provider For Procurement, Supply, Integration And Maintenance Of Various Hardware Components For Intelligent Transit Management System (ITMS) For Bus Rapid Transit System (BRTS) And City Bus Operation For Surat City For Surat Municipal Corporation Surat (Fourth Attempt). Online Bids are invited on <https://www.nprocure.com> from the bidders..

Bid Fee (Non-refundable)	Rs.18,000 + 12% GST (Rupees Eighteen Thousand only) plus + GST @ 12%) by Demand Draft or Banker's Cheque in favor of the "Surat Smart City Development Limited" payable at Surat
Date of Issue of the RFP Document	05/01/2018
Online Queries	Bidders shall have to post their queries on E-Mail address brts@suratmunicipal.org Upto Dtd 12.01.2018,12.00 Hrs
Start date for downloading RFP	From 05/01/2018
Last date for downloading RFP	Till 20/01/2018 up to 18:00 hrs.
Due Date of Online Bid Submission (Last Date of Online Submission of Technical Bid & Financial Bid with all necessary documents as per RFQ cum RFP document requirement in soft copy	Till 20/01/2018 up to 18:00 hrs.
Due Date of Submission (in Hard Copy (Original Bid Fees, Bid security and filled Affidavit	In sealed envelope strictly by RPAD/Postal Speed Post On or before 25/01/2018 up to 17:00 hrs. To The Chief Accountant, Surat Municipal Corporation, Muglisara, Surat–
RFP Document Available	https://www.nprocure.com

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A. PREAMBLE

Surat Smart City Development Ltd. (SSCDL) invites short tender from interested Bidders expressed interest for Procurement, Supply, Installation, Integration and Maintenance of various Hardware Components of Intelligent Transit Management System (ITMS) for Bus Rapid Transit System (BRTS) and City Bus Operation for Surat City for Surat Municipal Corporation in Surat City.

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

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

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

B. INTERPRETATION

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

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

A reference to any gender includes the other gender;

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

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

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

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

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

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

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

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

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

C. DEFINITIONS

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

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

13. **“Central Control Station/Room”** means the facility used for hosting the central server and components thereof for centrally storing, consolidating, processing the information obtained from various VMUs and sub Station(s) in relation to the ITMS Project for use by SSCDL. This is being set up by the SSCDL appointed ITMS Service Provider. It is not in scope of Bidder.
14. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project . It is to be noted that Consortium is not permitted to participate in this RFP.
15. **Completion Certificate/GO Live Certificate’** means the certificate issued by the Authority upon successful procurement, supply ,installation and integration of Various Hardware of ITMS Project specified in Request Order and demonstration of all functionalities of such Hardware as specified in Technical Specification. The Authority shall issue Go Live Certificate separately for each Request Order.
16. **“Deadline for Submission of Bids”** or **“Due Date for Bid Submission /Bid Due Date”** shall mean the last date and time for receipt of Bids as set forth in clause 1.6 of this RFP or such other date / time as may be decided by SSCDL in its sole discretion and notified by dissemination of requisite information.
17. **Financial Capability/Financial Qualification Criteria** shall have a meaning specified in point 7 (C) of Bid Summary Section of this RFP.
18. **‘GPS Units’** shall comprise Hardware units which shall use to track the Public transport fleet and having specifications and functionalities specified in Technical Specifications.
19. **“ITMS Project”** or **“ITMS “** refers to the design ,development, procurement, supply, integration, implementation, operation ,maintenance and management of Intelligent Transit Management System comprising of Automated Vehicle Locating System (AVLS), Passenger Information System (PIS) , Vehicle Scheduling and Dispatch System, Incident Management System (IMS), Enterprise Management System (EMS), Business Intelligent System (BI). This is being implemented by SMC appointed ITMS Service Provider presently.
20. **‘ITMS Service Provider’** refers to the entity selected by SMC for implementation, operation and maintenance of ITMS Project pursuant competitive bidding process. SMC has already appointed ITMS Service Provider.
21. **“Letter of Acceptance”** or **“LOA”** means the letter issued by SSCDL to the Successful Bidder to undertake and execute the Project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
22. **“Lead Time”** shall mean the time specified by the Authority available for implementation of the Project as per Bid Summary Section point no 3(b) .
23. **‘Passenger Information System’** shall comprise all PIS Display units and PIS Software which are being implemented by SSCDL.

24. **‘PIS Display Units’** shall comprise Hardware units which shall use to display Passenger Information such as ETAs for Public Transit and having specifications and functionalities specified in Technical Specification.
25. **“Project “** refers to the procurement, supply, installation, integration and maintenance of various Hardware item specified in Appendix 2 of this RFP and scope of services specified in Bid Summary Point no. 2 and as defined in Technical Specification or any of its part/subpart as the context may require or admit.
26. **“Performance Security”** shall mean the Bank Guarantee furnished by a successful Bidder for punctual and due performance of its duties as per terms and conditions of this RFP.
27. **“Project Site ”** shall mean the BRT Bus Stations, City Buses, Depot , Terminals, City Bus Shelters and SSCDL Vehicles where the Hardware Items are to be implemented as per the scope of this RFP
28. **“Project Implementation”** means successful supply, installation and integration of hardware items etc as per the Request Order and Completion Certificate/Go Live issued thereof by the Authority.
29. **“RFP” or “Tender “** shall mean this RFP document which comprises of the following sections: Disclaimer, Preamble, Bid Summary , Instructions to Bidders, Service Provider Agreement, Service Level Agreement, Forms of Bid which include any applicable Appendix thereto and Scope of Services and Technical Specification specified Technical Specification Document.
30. **“Request Order”** shall have a meaning specified in the point no 3(a) of Bid Summary section.
31. **“Surat Municipal Corporation or SMC ”** means a Municipal Body incorporated under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of Surat city and having its office at Muglisara, Surat-395 003, Gujarat State, India.
32. **“Service Provider”** shall mean the Successful Bidder for Project with whom SSCDL shall enter into the Service Provider Agreement.
33. **“Service Provider Agreement”** means the legal agreement including, without limitation, any and all Annexure thereto, which will be entered into between SSCDL and the Successful Bidder for to procurement, supply, installation, integration and maintenance of various Hardware item specified in Appendix 2 during the Contract Period. The Draft Service Provider Agreement is specified in Appendix-6 of this RFP. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement.
34. The terms **“Successful Bidder”**, shall mean the Bidder who is awarded the work under this RFP.

35. **Technical Capability** shall have a meaning specified in point no 7 (D) of Bid Summary Section of this RFP.

36. **Technical Specification** shall mean the specification of Hardware items specified in Appendix-8 of this RFP.

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

D. BID SUMMARY

Sr. No.	Key Information	Details				
1.	RFP for	<p>Procurement, Supply, Integration and Maintenance of various Hardware Components of Intelligent Transit Management System (ITMS) for Bus Rapid Transit System (BRTS) and City Bus Operation for Surat City.</p> <p>The RFP document is hosted online and can be downloaded from website: http://smc.nprocure.com. The Bid (The Technical Bid and Price Bid) shall be submitted online through above website only. The Original of Demand draft for RFP Fees, DD/Bank Guarantee for EMD/Bid Security and Affidavit as specified in Appendix-7 shall be submitted in hard copies by the time period stated in RFP.</p>				
2.	Scope of Work under the RFP	<p>Surat Municipal Corporation through SSCDL is implementing common mobility management platform under its smart city program. This is being implemented through Intelligent Transit Management System (ITMS) for Bus Rapid Transit Services, City Bus Services, Emergency vehicles and its other SMC vehicles. The Project is intended to enhance commuter satisfaction by improving reliability, safety and punctuality of bus operations. The ITMS project is being implemented presently by SSCDL/SMC appointed ITMS Service Provider which includes Automated Vehicle Locating System (AVLS), Passenger Information System (PIS) , Vehicle Scheduling and Dispatch System, Incident Management System (IMS), Enterprise Management System (EMS), Business Intelligent System (BI) etc. SSCDL intends to expand ITMS Services to additional Fleet of Buses, Bus Stations and SSCDL vehicles. In this regard, additional quantities of Hardware items for ITMS project are required as quantities of Hardware are exhausted in existing ITMS Contract.</p> <p>In above connection, SSCDL intends to select service provider to undertake procurement, supply, integration and maintenance of additional Hardware Components/quantities for ITMS Project.</p> <p>The brief scope is specified below. Detailed scope and specifications are provided in clause 5 of Appendix-6 and Technical Specification Document Appendix-8 of this RFP document.</p> <p>A. Procurement, Supply, Installation ,Integration and commissioning of additional Hardware items for ITMS Project:</p> <p>(i) Service Provider shall procure, supply and install the hardware items as per quality, standards and technical specifications and functionalities as specified in Technical Specification Document Appendix-8 and items as specified in Price Bid Appendix-2. The quantities of Hardware and items are summarized hereunder;</p> <table><tr><th>Project Site</th><th>Qty</th><th>Hardware Items</th><th>Quantities of Hardware items</th></tr></table>	Project Site	Qty	Hardware Items	Quantities of Hardware items
Project Site	Qty	Hardware Items	Quantities of Hardware items			

BRTS/HMC (High Mobility Corridor)				
BRT/HMC Bus Stations	66	Station PIS Display Units*	48	
		Station UPS**	44	
		Communication Units (One Unit per Station)***	31	
BRT/HMC Buses				
AC Midi Buses	50	PIS Display Units PIS– (Unit of 3 Displays per bus).	50	
		Bus Driver Console(One Unit of BDC per Bus)	50	
City Buses				
City Buses (Midi Buses)	300	PIS Display Units PIS– (Unit of 3 Displays per bus).	300	
		GPS Units.(One Unit of GPS per Bus)	300	
Bus Depot				
Bus Depot	8	Depot Hardware and communication Units	8	
Bus Terminals				
Bus Terminal	6	PIS Units (Two Units per Terminal)	12	
		Communication Unit (One Unit per Terminal)	6	
		Station Server (One Unit per Terminal)	6	
SMC Vehicles				
SMC Vehicles	511	GPS Units (One Unit per Vehicle)	511	

Notes:

**Total BRTS Stations Planned in Surat City: 184. Of these 13 Canal Corridor Bus Stations and one Kharwarnagar Bus Station would require 4 PIS each and Remaining 170 Bus Stations would require 2 PIS Display each. Thus total PIS Display Units requirements estimated as : (14x4)+(170x2)= 398. Of above 350 PIS Display units have been already covered under the scope of previous vendors. Total PIS Display units for BRT/HMC Stations under the Scope of this RFP: (398-350) = 48.*

*** 13 Canal Corridor Bus Stations and one Kharwarnagar Bus Station would require 2 UPS each and Remaining 170 Bus Stations would require 1 UPS each. Thus total UPS Units requirements estimated as : (14x2)+(170x1)= 198. Of above 154 UPS units have been already covered under the scope of previous vendors. Total UPS units for BRT/HMC Stations under the Scope of this RFP: (198-119) = 44.*

****Total station communication units required 185. Of which 154 has already been covered under the scope of previous vendors. Thus Total requirement for Communication units are : (185-154)= 31.*

The detailed Scope of Work and Technical Specifications of each component of Project are provided in Technical Specification Document Appendix-8 of this RFP document. The Bills of Quantities

		<p>(BOQs) of each item of the Project is specified in Appendix -2 Price Bid of this RFP-Part 1.</p> <p>B. Service Provider shall be also responsible for integration of Hardware items specified in this RFP with existing ITMS Software system/ITMS Project being implemented by Authority appointed ITMS Service Provider. The Integration requirements are elaborated in Technical Specification Document Appendix-8. Service Provider shall have to ensure compatibility of Hardware items offered with existing ITMS Software Systems. SSCDL shall provide necessary interfacing protocol and Active Programming Interfaces (APIs) to selected Bidder. The preliminary details of interfacing protocol and APIs are provided in Technical Specification Document Appendix-8.</p> <p>C. Service Provider shall also be responsible for replenishment/restoration of Project Site or any of the components of Project Site to its original conditions at its own cost if such Project Site or component so damaged during the installation and maintenance by Service Provider's staff.</p> <p>D. Ducting at standard location at the Station shall be as per the Station design shall be provided by the Authority. Any additional ducting required by the Service Provider shall have to be installed/arranged by it at its own cost. All wiring to be done by the Service Provider at its own cost. Authority shall provide required power supply at one point and recurring electricity bills shall be borne by the Authority.</p> <p>E. Maintenance of Hardware items during Contract Period</p> <p>The Service Provider shall maintain all Hardware items under this RFP during the Contract Period to ensure the availability of the Hardware items in accordance with the provisions of the Technical Specification Document Appendix-8 , Service Levels specified in RFP and guidelines and specifications as may be stipulated therein.</p> <p>F. Training and handholding support to Authority's Staff.</p> <p>The Service Provider shall train the staff of the Authority and BRT and City Bus drivers with regards to operational use and functionalities of Hardware items.</p>
3.	Request Order System, Work Completion Period, Lead Time and Rate Validity	<p>a) Request Order System</p> <p>(i) The Hardware units shall be supplied, installed and integrated against each request for procure, supply, install, integrate and maintenance by the Authority. Such request shall be in writing specifying number of hardware units and locations in which it is to be supplied and implemented ("Request Order"). The</p>

		<p>Authority shall issue such Request Order until the Quantities specified in BOQs are exhausted.</p> <p>(ii) The Request Orders shall be placed and executed within a maximum period of 24 months as and when specified locations (i.e Bus Stations, Depot, Buses, Terminals and SMC Vehicles) are available for operation. During the twenty four months (24) period, SSCDL/Authority shall issue Request Order specifying the quantities of the hardware items as per Price Bid, Appendix-2 to be executed at specified locations) and the Service Provider will be required to execute this order.</p> <p>b) Lead Time: Each Request order will have to be executed by the Service Provider as per the quantities requested within the Lead Time (The “Lead Time”) mentioned in the Request Order. Details with regards to expected Lead Time is specified in draft Service Provider Agreement attached as Appendix-6 of this RFP.</p> <p>c) Rate Validity: The base rates (without taxes) quoted for hardware items shall remain valid for a period of 24 months from the date of issuance of Letter of Award/ Acceptance. The Service Provider shall have to execute the Hardware Items at RFP rates if request is placed within the Rate Validity Period. The Bidder may incorporate risk of price variation (during the Rate Validity Period) in its pricing.</p> <p>d) Quantity Variation</p> <p>(i) The Variation in individual items of quantities is permitted provided it shall not exceed upper limits of 30% (i.e increase of 30%) in quantity of each individual item subject to sub clause (ii) below.</p> <p>(ii) The Authority reserves the right to not to order quantities of hardware units beyond the quantities specified in first Request Order (of 300 Buses) or not to place the subsequent Request order after the issuance of first Request Order .Subsequent Request Orders shall be issued based on completion level and degree of success achieved in previous Request Orders issued or any other reasons which Authority may deem consider. Authority reserves the rights not to issue Request Orders after first Request Order if it envisages other implementation challenges or difficulties and any other reasons or it decides not to proceed further with implementation</p> <p>(iii) The Service Provider shall have to execute additional quantities Hardware item at RFP rates provided (1) such quantity variation is within the quantity variation limit as specified in sub clause (i)</p>
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		<p>and (ii) herein above and (2) Request Order is placed within the Rate Validity Period.</p> <p>(iv) The rates for the Hardware items exceeding the variation limit for Hardware items shall be as per mutually agreed terms and conditions based on market prices.</p>
4.	Contract Period	<p>The Successful Bidder will be required to sign an Agreement with the Authority under which the services as per this RFP will be required to be provided for a period of 7 (seven) years from the date of completion/Go Live of Hardware units specified in first Request Order provided however that in the event of earlier termination of the Service Provider Agreement, this period shall ending with the date of termination of the Service Provider Agreement (the "Contract Period"). Such completion/ Go Live shall be considered from the date of issuance of the Completion Certificate/ Go Live Certificate. Extension of the services beyond this period can be done upon mutual consent at terms which may be discussed and fixed thereupon.</p> <p>The first Request Order shall be issued within two (2) weeks from the date of LOA.</p> <p>LOA will be issued within the Bid Validity Period of 180 days from Bid Submission Date.</p>
5.	Project Acceptance Certificate /Go Live Certificate	<p>SSCDL or its authorized representative shall issue a Project Acceptance/ Go Live certificate upon successful supply, installation, integration and commissioning of Hardware items and demonstration of all functionalities as specified in Technical Specification Document Appendix-8 and User Acceptance Tests thereof for Hardware units specified in Request Order. The Authority shall issue Project Acceptance/ Go Live Certificate separately for each Request Order.</p>
6.	Eligibility of Bidder/ Eligibility Criteria	<p>a) Indian Companies/ Partnership firms/Proprietary firms constituted under Indian Companies Act 1956/Partnership Act through proper registration are allowed to participate in the Bid as Single Bidder. Foreign National constituted under respective foreign law is allowed to participate in the Bidding.</p> <p>The Bidders are required to provide Incorporation and Registration Certificate as evidence. In case of Foreign Company, incorporation documents other than English language should be accompanied by a notarized translation to English language only.</p> <p>b) The Bidders or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting Qualification Criteria specified in point no 7 of this Bid Summary section shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Due Date of Submission. The Bidder is required to provide Anti blacklisting Certificate as specified in RFP Submission.</p>

		<p>c) The Services of Bidder should not have been terminated by Authority or any other Government Authority in India or abroad, before the completion of respective Contract Period for which it has executed the Project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance shall be found by Authority during bid process or period thereafter, then Authority at its sole discretion may reject the Bidder or terminate the Contract. <i>The bidder is required provide notarized undertaking in this regards on the letterhead of the bidding firm signed by the Authorized Signatories.</i></p> <p>d) The Consortium is not permitted to participate in Bidding.</p> <p>e) The Bidder should be ISO certified/possessing similar quality certification.</p> <p>f) The Bidder shall not have conflict of Interest as specified in clause 9 of section E.</p>
7.	Qualification Criteria	<p>A. To be considered Eligible and Qualified, each Bidder should meet Responsiveness Criteria specified in clause 6.2 (a), Eligibility Criteria specified in Point no 6 of Bid Summary section, Financial Qualification Criteria and Technical Qualification Criteria specified hereunder in point no (c) and (d) respectively of Point no.7 of Bid Summary section. The bids of bidders not meeting these criteria will be declared ineligible and not be processed further.</p> <p>B. Credit from Parent / Subsidiary / Sister Concern for Financial Qualification Criteria and Technical Qualification Criteria :</p> <p>(i) Taking credit for meeting the Financial Qualification Criteria and Technical Qualification Criteria is permitted.</p> <p>(ii) In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the Technical and/or Financial Qualification Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon. The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it. Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary. Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50%</p>

		<p>shareholding in both the bidding company and sister concern. If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm)</p> <p>C. Financial Qualification/Capability Criteria</p> <p>a) Turnover : Bidder's average annual audited turnover for the last three financial years (starting not earlier than 2013-14) should be equal or higher than INR 10 Crore.</p> <p>b) Networth: Bidder's Networth as on 31st March 2017/31st December 2016 as per audited result should be at least INR 3 crore.</p> <p><i>Networth is defined as Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets</i></p> <p>c) Foreign Companies (The Companies not constituted as per Indian Companies act, 1956 and constitutes as per respective foreign law) can be allowed to bid as Single Bidder. In case a Foreign Company is a Bidder, then it must provide evidence of meeting the Financial Capability/Qualification criteria in equivalent Indian Rupees certified by a Chartered Accountant registered in India or Certification by foreign based reputed firms like Deloitte, PWC, KPMG, or E&Y. The exchange rate of its respective foreign currency to Indian Currency in respective years used to compute the Turnover and Technical Capability must clearly be brought out.</p> <p>Copies of Annual Audited reports for the relevant years should be submitted along with the technical bid signed by the statutory auditor. Statutory Auditor's certificate specifying the total Turnover for three audited years not later than 2013-14 and Networth should be submitted by all bidders including all consortium members.</p> <p>D. Technical Qualification/Capability Criteria</p> <p>For meeting Technical Qualification, a bidder must meet the</p>
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		<p>following criteria :</p> <p>a) <u>Project Experience</u></p> <p>1. Nature of the Project Experience for Qualifying Projects</p> <p>(i) Experience of Supply and Installation of PIS display units in Bus(Road) /Rail based Public Transport System</p> <p>The Bidder should have experience of having successfully supply and installation of PIS display units during last 7 years ending last day of month previous to one in which applications are invited should be either of the followings:</p> <p>Three Projects each wherein the Bidder should have successfully supplied and installed 100 PIS display units in Buses or Bus stations or Terminals or in Rail in a single contract.</p> <p><i>OR</i></p> <p>Two Projects each wherein the Bidder should have successfully supplied and installed 125 PIS display units in Buses or Bus stations or Terminals or in Rail in a single contract.</p> <p><i>OR</i></p> <p>One Project wherein the Bidder should have successfully supplied and installed 250 PIS display units in Buses or Bus stations or Terminals or in Rail in a single contract.</p> <p>(ii) Experience of Supply and Installation of GPS units in Bus(Road) /Rail based Public Transport System</p> <p>The Bidder should have experience of having successfully supply and installation of GPS units during last 7 years ending last day of month previous to one in which applications are invited should be either of the followings:</p> <p>Three Projects each wherein the Bidder should have successfully supplied and installed 100 GPS units in Buses or in Rail in a single contract.</p> <p><i>OR</i></p> <p>Two Projects each wherein the Bidder should have successfully supplied and installed 125 GPS units in Buses or in Rail in a single contract.</p> <p><i>OR</i></p> <p>One Project wherein the Bidder should have successfully supplied</p>
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		<p>and installed 250 GPS units in Buses or in Rail in a single contract.</p> <p>2. Bidder and OEM's Experience.</p> <p>With regards to nature of Project Experience specified in 1) and 2) herein above in 1, followings may be noted</p> <p>(i) The Bidder should have project experience of 1) and 2) specified herein above in section 1 (i.e Nature of the Project Experience).</p> <p>OR</p> <p>(i) The Bidder should have project experience of (a) either 1) or 2) specified in section 1 and (b) remaining nature of the Project experience can be met by Bidder's OEM or remaining nature of the Project experience can be met together with Bidder and OEM with whom the bidder has a MAF (Manufacturer Authorization Form). In case Bidder is showcasing its OEM's experience then it must also provide the MAF, and Declaration specific to this RFP along with the Technical Bid along with declaration from OEM stating that Products quoted are not end of life technology products and there will be spares availability, patches and service support for the quoted Products during the project/contract period. Such MAF and Declaration should explicitly state the responsibility of the OEM comprising of Supply, Installation, integration and after sales services during the Contract Period. Further Performance Warranty Certificate shall also be provided from the OEMs. The tenure of such arrangement should be coinciding with the Contract Period of this Project.</p> <p>The experience above should be in terms of successful supply and installation.</p> <p>This is to clarify that Bidder/OEM must showcase Project experience through Project Work Orders and Client Project Completion Certificate/Project Acceptance Certificate issued in its own name .</p> <p>OR</p> <p>Project which it has executed in Consortium with another Technical Partner/consortium partner with which it has pre existing or continuing partnership demonstrated through Consortium Agreement. In case of such Projects executed by a Consortium and where one of the Consortium Member is a Bidder for this Project, then the roles and responsibilities assumed by the Bidder in that Consortium shall be considered for meeting the Project Experience criteria.</p> <p>However, experience of the qualifying Projects for which the Bidder has acted as First Level of Sub Contractor shall also be considered for the evaluation provided it produces Work Orders and Project Completion</p>
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		<p>Certificate/Project Acceptance Certificate issued by Main Contractor.</p> <p>Main Contractor is defined as the entity to whom the contract comprising the Qualifying Project Work is awarded by the Original Employer.</p> <p>First Level of Subcontractor is defined as the entity to whom the contract incorporating the Eligible Project Work is awarded by the Main Contractor.</p> <p>In this case, bidder apart from other regular documents, should also produce i). Copy/ Relevant Extract of contract between Original Employer and Main Contractor or ii) Any other evidence which proves above relationship between Main Contractor and Original Employer acceptable to Authority.</p> <p>In case Foreign Company, documents other than English language should be accompanied by a notarized translation to English language only.</p> <p><u>b) Assessment of compliance with Technical Specifications and Functionality specified in RFP vis a vis Hardware Offered</u></p> <ol style="list-style-type: none"> The complete product solution proposal shall be evaluated through followings; <ol style="list-style-type: none"> The Hardware offered should be complied with the Technical Specification and functionalities specified Technical Specification Document Appendix-8. The Bidder should provide (a) point to point compliance with each specification of each item vis a Vis RFP Specifications (b) MAF from the OEM specifying the requirement stated in section above. The Bidder should offer only one brand for each Hardware item. Such brand must meet specification specified in (i) above and must have experience of deployment in Public Transport. Assessment of integration capability through Integration plan and strategy. The Bidder should provide detailed writeup on how it plans to integrate with existing ITMS System. Deviations if any in compliance of specification and experience of Hardware and brand offered shall be clearly specified with rational describing how it will not make any adverse effect on the Project. Authority shall determine whether any deviation suggested represents a material deviation. Bidders must demonstrate that
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		<p>their offer do not represent any “material deviation or reservation” from the Contract or Technical Specifications in order to be technically qualified and eligible to have their Price Bid opened in addition to other Evaluation criteria/provisions specified in RFP. A “material deviation or reservation” is one which adversely affects in any way the scope, quality, performance or administration of the (proposed) Project/ contract, and/or which limits in any substantive way, the Authority’s rights or the bidder’s obligations under the contract/Project, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible and qualified bids at reasonable prices. Bids found inconsistent with the terms and conditions and/ or specifications of the RFP Document and Bids containing Material Deviations are liable for rejection. The decision of the Authority in this regard, shall be final and binding.</p> <p>4. The Integration Plan/strategies offered by the Bidder must also meet the Project requirements specified in Technical Specification Document.</p> <p>If the need for presentation so arise then only SSCDL /Authority may at its sole discretion invite Bidders meeting the Responsiveness Test as per clause 6.2(a) , Eligibility Criteria as per point no 6 of Bid summary section, Financial Capability Criteria specified in point no 7 C of Bid Summary section and Project Experience Criteria as specified in point no 7 D a) of Bid Summary Section ,to make presentation indicating followings.</p> <ol style="list-style-type: none"> 1. The Bidders understanding of the SSCDL’s requirements. 2. The Bidders Project plan and implementation strategy. 3. Project Risks and Mitigation Strategies 4. Any other relevant information/ details as might be required. <p>The presentation would serve as a platform for SSCDL to better understand and evaluate the Bidder’s technical, managerial and financial capabilities, the salient features & highlights of the Bidder’s solution and any other pertinent details..</p> <p>The Bidders are required to pass in Responsiveness Test and meet Eligibility and Qualification criteria specified above in order to qualify for the opening of Price Bid.</p>
8.	Price Bid	<p>a) The Price Bid of only Technically and Financially qualified (Bidders passing Responsiveness Tests and meeting Eligibility Criteria, Technical Qualification Criteria and Financial Qualification Criteria as specified in point 6 and 7 above) Bidders shall be opened.</p> <p>b) Bidders are required to quote price for</p>

		<p>(i) Procurement, Supply, Installation and Integration of Hardware Items as per Appendix-2A.</p> <p>(ii) Annual Maintenance Charges for Hardware Items as per as per Appendix-2B.</p> <p>c) The price Bid for b) (i) above shall be inclusive of Warranty Period and Maintenance period of one year and inclusive of all taxes and also GST. Payment for Hardware and Software supplied and installed shall be made as per payment terms specified in Draft Service Provider Agreement.</p> <p>d) With regards to Annual Maintenance Charges for Hardware items following may be noted.</p> <p>(a) It is to be noted that Bidders are required to quote rates for Annual Maintenance for Hardware items b)(ii) above for second year only as per Appendix-2B. Authority shall fill up the Annual Maintenance Charges for balance years (i.e from Year 3 to Year 7) using annual escalation factor of 4%.</p> <p>(b) Prices for the Annual Maintenance Charges for Maintenance of Hardware items to be quoted by the Service Provider shall be inclusive of GST. However GST as applicable shall have to be shown separately in the quote aggregation. Authority shall use the same GST rate (which Bidder has quoted for Year 2) for filling up amount of GST in balance years (i.e Year 3 to Year 7). Annual Rates with quoted GST rate shall be taken into account for evaluation.</p> <p>(c) Authority shall aggregate the Annual Maintenance Charges for all Years (i.e from Year 2 to Year 7) derive as per sub clauses (a) and (b) herein above. The aggregate Quote for the Annual maintenance charges of all years shall be used in determining Total Bid Value as per Appendix 2 (C).</p> <p>e) The Price Bid of each Bidder shall be computed by aggregating the amount quoted for Procurement, supply , installation and integration of all Hardware items and total Annual maintenance Charges for maintenance of all Hardware items for all years during the Contract Period (the "Total Bid Value"). The method of computation of the total Bid Value/aggregation of each Bidder is specified in Appendix-2 (C).</p> <p>f) The Bidder shall have to quotes rates for Appendix 2(A) and 2(B) in compliance with sub clauses (g) and (h) specified hereunder.</p>
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		<p>g) The Authority shall determine the responsiveness of Price Bid of Lowest Bidder in relation to the Market rate or Authority's Internal Estimate or Good Industry Practice.</p> <p>h) In case of the Price Bid of the Lowest Bidder, which is unrealistically lower or Higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder AND /OR Bidder's quote for the Hardware items (i.e Capital Items specified in Appendix 2(A)) exceeding the value of 70% of the Total Bid Value , may be rejected as non-responsive if it does not agree to rebalance as specified in this clause and as per the sub clause h) hereunder.</p> <p>i) the Authority shall have rights to negotiate rebalancing /reallocation between pricing of Capital items (Hardware items) and Maintenance charges Items with Preferred Bidder in case it determines that the bulk of the costs are loaded in Capital Items of Hardware and the Bidder should agree to rebalancing as per sub clause g) above.</p>
9.	Warranty Period	<p>Warranty period for Hardware units supplied , installed and integrated by the Service Provider shall be one year from the date of issue of Project Acceptance/GO Live Certificate.</p> <p>Thus Different lot requested through multiple Request Order shall also have different Go Live certificate and corresponding Warranty Periods.</p>
10.	Award Criteria	<p>Bidder whose Bid is (i) adjudged as responsive in terms of clause no 6.2 (a) (ii) meeting the Eligibility criteria and Qualification criteria as per point no 6 and Point no. 7 and (iii) whose Price Bid offered, on evaluation as per clause 5.3 has been determined to be the Lowest (L-1) on Aggregate Cost Basis (Total Bid Value as per Appendix -2 (D)) and not non Responsive as per Bid summary point 8(f) above, shall be considered as the "Preferred Bidder" (the "Preferred Bidder").</p> <p>In case Preferred Bidder is a Foreign National then Authority shall sign Service Provider Agreement with its Indian Subsidiary in which it has a controlling stake. In case Non existence of Indian Subsidiaries then it must incorporate Indian Subsidiary Company with controlling stake and it should maintain the controlling stake throughout the Contract Period. Any changes allowed only after prior approval of Authority.</p> <p>The Successful Bidder is required to open the Project Office in Surat and it should deploy the adequately trained and qualified manpower for this project.</p>
11.	Bid Validity	<p>The Bid shall valid for one hundred and eighty days (180 days) from Bid Due Date (Bid Validity Period).The Bid Validity period can be extended on mutual agreement with Bidder as per Authority's direction. A Bidder shall not be permitted to modify its Bid during the extended Bid Validity Period.</p>

12.	Bid Security Amount	INR 10 lakh (INR 1.0 Million) in the form of Demand Draft or irrevocable Bank Guarantee from any Approved Bank to SSCDL and payable in favor of " <i>Surat Smart City Development Ltd.</i> " and payable at Surat as specified in RFP. Format of Bank Guarantee for Bid Security is provided in Appendix-3. The List of Approved Banks is specified in Appendix 5 of this RFP Document. The validity of Bank Guarantee should not be less than Sixty (60) days from Bid Validity Period (i.e 240 days from Bid Due Date). Bid security is a non interest bearing deposit.
13.	Tender Fee/ Cost of the Tender Document /RFP Fees	Demand Draft of INR. 18,000 + 12% GST (INR Eighteen thousand + 12% GST) in form of Account Payee Demand Draft from any Approved Bank to SSCDL and payable in favor of " <i>Surat Smart City Development Ltd.</i> " and payable at Surat. This demand Draft for cost of document shall be non refundable and submitted along with the Bid.
14.	Performance Security	5% of the Total Bid Value of the Successful Bidder in the form of Bank Guarantee provided in Appendix-4. The Performance Security shall be valid for a period of Contract Period and 90 (Ninety) days thereafter.
15.	Project Site/ Work Site	BRTS Bus Stations/HMC Stations, City Buses, Depots, Terminals, , SMC Vehicles at Surat , Gujarat, India

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

E. INSTRUCTION TO BIDDERS

1. INTRODUCTION

1.1 Brief Description of Bidding Process

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

1.2 Due Diligence

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

1.3 Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Bid, the Bidder has:
 - 1) made a complete and careful examination of the RFP
 - 2) received all relevant information requested from the Authority;
 - 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.2 above; and

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

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

1.4 Cost of Bidding

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

1.5 RFP Fee

The Cost of RFP document/Tender Fee is specified in point no 13 of Bid Summary Section of this RFP. The Bidders are required to submit the Tender Fee/Cost of the Document of value and form as specified in Bid Summary Section of this RFP along with Bid. The copy of DD of RFP Fees shall be uploaded along with the Technical Bid and original DD of the RFP Fees shall be submitted physically along with EMD and Affidavit on or before the time schedule specified in clause 1.6.

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

1.6 Schedule of Bidding Process

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

Sr. No.	Event Description	Date , Time and Address
1	Downloading of RFP Documents	05/ 01/2018 to 20/01/2018 up to 18:00 hrs.from website https://smc.nprocure.com .
2	Last date for receiving Pre Bid queries / clarifications	Bidders shall have to post their queries on E-Mail address brrts@suratmunicipal.org upto 12/01/2018 upto 12.00 Hrs.
3	Pre Bid Meeting	No Physical Pre Bid meeting shall be held. The Bidders requiring any clarification may send their queries to email address specified in clause no 1.6 (2) on or before the timeline specified therein
4	Due date for Technical and Price Bid Submission (Online through E-Tendering) (Bid Due Date/Bid Submission Date) (Last Date for Online Submission)	on or before 20/01/2018 up to 18:00 hrs through website https://smc.nprocure.com . The Bids of Bidder submitting Technical and Price Bid (or either of Technical or Price Bid) in Physical Format in Hard Copy shall be treated as non responsive and rejected.
5	Date of physical submission	After 20/01/2018 and On or before 25/01/2018 upto 17:00

	of RFP Fee, EMD and Affidavit (Original) through Post/Speed Post/RAPD only	hrs by Post/Speed Post/RAPD only at following address Chief Accountant, Surat Municipal Corporation, Muglisara, Surat-395003. The Bids of the Bidder submitting Original of RFP Fees /EMD/Affidavit beyond the period specified in first para and or through courier/hand delivery shall be rejected as non responsive.
6	Opening of Technical Bid (Eligibility and Qualification Submissions)	To be indicated .
7	Opening of Price Bid	To be indicated later after completion of Technical Evaluation to Eligible and Qualified Bidders.
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.

2. GENERAL

2.1 Bid validity

- a) Bids shall remain valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non responsive if such Bid is valid for a period less the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 in all respects.

2.2 Number of Bids by Bidder

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

2.3 Governing Law and Jurisdiction

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

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

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to

accept or reject any Bid and to annul the Bid Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- b) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Bid if:
 - 1) at any time, a material misrepresentation is made or discovered, or
 - 2) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 3) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - 4) Bidder submitted conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.5 Earnest Money Deposit (EMD)/ Bid Security

- (a) The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "*Earnest Money Deposit*" (*EMD*)/ *Bid Security*") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of **amount as specified in Point No 12 of Bid Summary section** shall be provided from any of the Approved Banks to SSCDL, in any one of the following forms/format.
 - i. Account payee Demand Draft /Banker's Cheque, in favour of "*Surat Smart City Development Ltd.*" and payable at Surat.
 - ii. An irrevocable Bank Guarantee (**Appendix 3**) (the "**Bank Guarantee**"), drawn in favour of "*Surat Smart City Development Ltd.*" and Payable at Surat and valid for a period of 240 days (Two hundred and forty days) from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, in the format prescribed in the bid documents. The Bank Guarantee should be encashable at Surat. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority

and Bidder from time to time as per clause 2.1.

- (b) In case the Bank Guarantee/ Demand Draft is issued by a foreign bank outside India, confirmation of the same by any Nationalized bank in India is required.
- (c) Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount , form and validity period will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- (d) The Authority shall not be liable to pay any interest on the Bid Security/EMD deposit so made and the same shall be interest free. The EMD shall be finished in Indian Rupees only.
- (e) The Bid Security of unsuccessful Bidders will be returned by the Authority, without any Interest, a promptly as possible on acceptance of the Bid of the Preferred Bidder or when the Authority cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- (f) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof.
- (g) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.5 (h) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- (h) The EMD/Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP;
 - ii. If a Bidder withdraws its Bid during the period of Bid validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –

- 1) to sign and return the duplicate copy of LOA
- 2) to sign the Agreement within the time period specified by the Authority.
- 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
- 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. Documents and Pre Bid Conference

3.1 Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.4.

Section A Preamble

Section B Interpretation

Section C Definitions

Section D Bid Summary

Section E Instruction to Bidder

Appendices

Appendix 1 - Formats for Technical Bid

Appendix 2 - Formats for Price Bid

Appendix 3 - Format for Bank Guarantee for Bid Security

Appendix 4 - Format for Bank Guarantee for Performance Security.

Appendix 5 – List of Approved Bank to SSCDL

Appendix-6 – Draft Service Provider Agreement

Appendix-7 – Format of Affidavit to be submitted Physically along with RFP Fees and EMD.

Appendix 8 – Technical Specification

Appendix-9 – Service Levels

3.2 Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify the Authority in writing through email at the address provided in Schedule of Bidding Process clause 1.6 .Bidder should send in their queries on or before the date mentioned in the Schedule of Bidding Process clause 1.6. The Authority shall endeavour to respond to the

queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website <http://smc.nprocure.com> by the Authority.

- b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.3 Pre Bid Meeting

- a) No Physical Pre Bid meeting shall be held. The Bidders requiring any clarification may send their queries to email address specified in clause no 1.6 on or before the timeline specified therein.
- b) Non sending of queries shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4 Amendment of Bidding Documents

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

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Language of Bid

- a) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

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

4.2 Bid Currency

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

4.3 Format and Signing of Bid

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

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

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

Sr. No	Submissions	Format as per Appendix	Signed and original scanned copies of Documents to be uploaded online
1	RFP Fees, EMD and Affidavit. (Uploaded online as well as these are submitted in Hard copy –Physically through RPAD/Speed Post/Post only as per provision specified at the end of this table)	Point no 12, 13 of Bid Summary section, Appendix-3 and Appendix-7	<ul style="list-style-type: none"> RFP Fee as per RFP Bid Summary Point no 13. EMD in form of DD or Bank Guarantee as per RFP Bid Summary Point No 12 /Appendix 3. Affidavit on Non Judicial Stamp Paper of Rs. 100 as per Appendix-7.
2. Technical Bid (Uploaded online only)			
		Appendix-1 form no1.1	<p>Forwarding Letter signed by authorized signatory.</p> <p>Constituent documents such as MOA, AOA, Certificate of Incorporation, Partnership Deed, GST Registration etc.. Foreign national shall also submit the constituent documents indicating the legal status and place of Bidder.</p> <p>In case Foreign Company, documents other than English language should be accompanied by a notarized translation to English language only.</p>
		form no1.2	Authorization of signatory in the form of Board Resolution/ Partner's Resolution or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm)), as applicable.
		Form no 1.3	Separate sheet for each Project in a format provided in form 1.4 along with the evidences in the form of performance certificate/Project Completion Certificate/Project Acceptance Certificate from clients..
		Form no 1.4	Writeup on Integration plan and strategy. The Bidder should provide detailed writeup on how it plans to integrate with existing ITMS System.
		Form no 1.5	<p>Hardware Data Sheets and Compliance .</p> <p>a) Statements on brand offered for each item</p> <p>b) point to point compliance of specification of brand offered with RFP specification of each item. Such brand must have experience of</p>

			deployment in Public Transport. c) MAF from the OEM
		Form no 1.6	ISO Quality System Certification/Similar Quality System Certification. Attached necessary certificates.
		Form no 1.7	Undertaking for information and document provided are true.
		Form no 1.8	Turnover statement certified by statutory auditors/registered chartered accounting firm as per terms of this RFP, audited annual report with profit and loss statement and balance sheet for the last three financial years.
		Form no 1.9	Certificate from Statutory Auditors/ registered chartered accounting firm as per terms of this RFP, specifying the Network of the Bidder.
		Form no 1.10	Anti Blacklisting Certificate in the format attached.
			Original bid documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
1. Price Bid (Filled up online only)			
		Appendix-2	

b) Following documents only shall be submitted in Hard Copy to Surat Municipal Corporation in sealed envelope to Authority at its address given in clause no 1.6 not later than the time specified in the clause no 1.6

- (i) Earnest Money Deposit as mentioned in the tender/RFP
- (ii) Tender Fees as mentioned in the Tender
- (iii) Affidavit on Non Judicial Stamp Paper of Rs. 100 as per Appendix-7

Following shall be superscripted on the Physical Submission:

- **RFP for selection of Service Provider for Procurement, Supply, Integration and Maintenance of various Hardware Components of Intelligent Transit Management System (ITMS) for Bus Rapid Transit System (BRTS) and City Bus Operation for Surat City for Surat Municipal Corporation (Fourth attempt)– Physical Submission.**
- **Tender Notice (On line) No. GM(IT)/SSCDL/BRTS/03/2017-18**
- **Name and Address of Bidder.**

- **Contact person and phone numbers and email ids**

Physical Submission must be made through Speed Post/ RPAD only. Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit. The Bids of the Bidder shall be rejected if (i) it does not submit documents as above in Physical format in time specified in clause 1.6 and (ii) it submit through courier/hand delivery.

- c) The Bidders are required to submit its Bids (i.e Technical Bid and Price Bid) online on or before the Due Date specified in clause 1.6
- d) The Bids of the Bidder, not submitted as per sub clause (a) herein above are liable to be rejected.
- e) The Bid shall be typed or written in indelible ink. The documents forming part of the Technical Bid, excluding the EMD and RFP fee, shall be sorted out in the sequence as per the RFP and pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the Authorised Signatory of Bidder.
- f) All the original documents to be uploaded as part of Technical Bid shall be shall be colour scanned. Scanning in black and white or gray shall not be acceptable. **All the documents, uploaded as part of Technical bid shall be notarized with clearly displaying stamp, number and name of the notary.** The documents shall be scanned in JPEG or any other light but visible formats available.

4.5 Bid Due Date

- a) The last date and time of submission of the Bids (the "*Bid Due Date*") is specified in clause 1.6
- b) Bids should be submitted on or before Bid Due Date at the address specified in clause no 1.6 and in the manner and form as detailed in this RFP.
- c) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading Addenda on Authority website <http://smc.nprocure.com>.

4.6 Late Bids

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

4.7 Modification and Withdrawal of Bids

- a) Bidder shall not be allowed to modify any part of its Bid after the Bid Due Date.
- b) In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that Authority receives written notice of such withdrawal before the expiration of Due Date for Submission of Bids and Time.
- c) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date and Time.
- d) The Bidder may modify or withdraw its Technical Bid and Price Bid after online submission, prior to the Bid Due Date.
- e) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

4.8 Documents Constituting Bid

Documents Constituting Bid is specified in clause 4.4

5. EVALUATION CRITERIA

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

5.1 Eligibility Criteria

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

5.2 Qualification Criteria

The Bids of the Bidder meeting Eligibility Criteria shall be consider for assessment of Qualification Criteria. To be considered qualified, each Bidder should meet Qualification Criteria specified hereunder. The bids of bidders not meeting these criteria will be declared disqualified and not be processed further.

A. Credit from Parent / Subsidiary / Sister Concern for Financial Qualification Criteria and Technical Qualification Criteria :

- (i) The Bidders are permitted to take credit from its Parent/ Subsidiary / Sister Concern for meeting Financial Qualification Criteria and Technical Qualification Criteria .The terms Parent/ Subsidiary / Sister Concern are defined in Point no **7 B** of Bid Summary section.

- (ii) Any claims of credit from Parent/Subsidiary/Sister Concern firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Parent/Subsidiary/Sister Concern firm meets the above definition of the Parent/Subsidiary/Sister Concern firm.

B. Financial Qualification/Capability Criteria

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

C. Technical Qualification/Capability Criteria

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

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

5.3 Evaluation of Price Bid

- (i) The Price Bid of only Technically and Financially qualified (Bidders passing Responsiveness Tests and meeting Eligibility Criteria, Technical Qualification Criteria and Financial Qualification Criteria as specified in clause 5.1 and 5.2 respectively) Bidders shall be opened. The Price Bid opening process is specified clause 6.3.
- (ii) Bidders are required to quote price for ;
 - a) Procurement, Supply, Installation and Integration of Hardware Items as per Appendix-2A.
 - b) Annual Maintenance Charges for Hardware Items as per as per Appendix-2B.
- (iii) The price Bid for (ii) a) above shall be inclusive of Warranty Period and Maintenance period of one year and inclusive of all taxes including GST. Payment for Hardware and Software supplied and installed shall be made as per payment terms specified in Draft Service Provider Agreement.
- (iv) With regards to Annual Maintenance Charges for Hardware items following may be noted.**
 - a) It is to be noted that Bidders are required to quote rates for item b)(ii) above for second year (Refer Appendix-2B) which shall be escalated annually at 4% per annum during the Contract Period.
 - b) It is to be noted that Bidders are required to quote rates for Annual Maintenance for Hardware items b)(ii) **above for second year only as per Appendix-2B.**

Authority shall fill up the Annual Maintenance Charges for balance years (i.e from Year 3 to Year 7) using annual escalation factor of 4%.

- c) Prices for the Annual Maintenance Charges for Maintenance of Hardware items to be quoted by the Service Provider shall be inclusive of GST. However GST as applicable shall have to be shown separately in the quote aggregation. Authority shall use the same GST rate (which Bidder has quoted for Year 2) for filling up amount of GST in balance years (i.e Year 3 to Year 7). Annual Rates with quoted GST rate shall be taken into account for evaluation.
- d) Prices for the Annual Maintenance Charges for Maintenance of Hardware items shall be inclusive of GST . However GST as applicable shall have to be shown separately in the quote aggregation. Rates with quoted GST rate shall be taken into account for evaluation.
- e) Authority shall aggregate the Annual Maintenance Charges for all Years (i.e from Year 2 to Year 7) derive as per sub clauses (a) and (b) herein above. The aggregate Quote for the Annual maintenance charges of all years shall be used in determining Total Bid Value as per Appendix 2 (C)
- (v) The Price Bid of each Bidder shall be computed by aggregating the amount quoted for Procurement, supply, installation and integration of all Hardware items and total Annual maintenance Charges for maintenance of all Hardware items for all years during the Contract Period (the "Total Bid Value") as per sub clauses (ii),(iii) and (iv) herein above. The method of computation of the Total Bid Value/aggregation of each Bidder is specified in Appendix-2 (C).
- (vi) The Bidder shall have to quotes rates for Appendix 2(A) and 2(B) in compliance with sub clauses (vii) and (viii) specified hereunder.
- (vii)The Authority shall determine the responsiveness of Price Bid of Lowest Bidder in relation to the Market rate or Authority's Internal Estimate or Good Industry Practice.
- (viii) In case of the Price Bid of the Lowest Bidder, which is unrealistically lower or Higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder AND /OR Bidder's quote for the Hardware items (i.e Capital Items specified in Appendix 2(A)) exceeding the value of **70%** of the Total Bid Value , may be rejected as non-responsive if it does not agree to rebalance as specified in this clause and as per the sub clause h) hereunder.
- (ix) the Authority shall have rights to negotiate rebalancing /reallocation between pricing of Capital items (Hardware items) and Maintenance charges Items with Preferred Bidder in case it determines that the bulk of the costs are loaded in Capital Items of Hardware and the Bidder should agree to rebalancing as per sub clause viii) above.

6. EVALUATION PROCESS

6.1 Opening of Technical Bid/Proposal

- (i) The Authority shall open the Technical Bids/Proposals received to this RFP, at time , date and Place specified in clause no 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) Applications for which a notice of withdrawal has been submitted in accordance with Clause 4.7 shall not be opened.
- (iii) The Bidder's names, the presence or absence of requisite RFP Fees , Bid Security , Affidavit and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iv) The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2 Evaluation of Technical Bid/Proposal

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

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

- 1) Prior to evaluation of Technical Bids (i.e Eligibility and Qualification Criteria) , the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) it is received as per the format specified in RFP (Technical and Price Bid Online through E-Tendering).
 - (ii) Technical Bid is accompanied by scanned copy of RFP fee and the EMD as specified in the Bid summary in terms of amount, format etc.
 - (iii) It received the Physical submission of RFP Fees, EMD and Affidavit through RPAD/Speed Post Only in timeline specified in clause 1.6.
 - (iv) it is signed, sealed, and marked as specified in clause 4.3 and 4.4
 - (v) it contains all the information, Annexures, documents and Authorizations in accordance with clause 4.4
 - (vi) The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - (vii) it does not contain any condition ;
 - (viii) it is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained

by the Authority in respect of such Bid.

- 3) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

b) Assessment of Eligibility Criteria

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

c) Assessment of Qualification Criteria

- 1) The Authority shall examine and evaluate the qualification of each Technical Bid upon determining its eligibility as per sub clause (b) above.
- 2) The Bidder must meet Qualification Criteria specified in clause 5.2 in order to qualify for next stage of Price Bid opening.
- 3) The Bids of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria as per clause 6.2, 5.1 and 5.2 shall be declared Eligible and Qualified Bids (the **“Eligible and Qualified Bids”/ “Eligible and Qualified Bidder”**).
- 4) The Price Bid of only Eligible and Qualified Bids shall be opened.

6.3 Opening of Price Bid

- (i) The Price Bid shall be submitted online by the Bidder in the format as specified in Appendix -2 to this RFP. All prices shall be in Indian Rupees.
- (ii) The Price Bid of only the Bidder who is evaluated eligible and qualify in accordance with Clause 6.2, and is declared **“Eligible and Qualified Bidders”**, shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible and Qualified Bidders in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, Bid rates, etc. will be announced at such opening.

- (iv) The Authority shall evaluate Price Bid in accordance with the provision set forth in **clause 5.3.**

6.4 Clarification of Bids and Request for additional/ missing information

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

6.5 Verification and Disqualification

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- (ii) The Authority reserves the right to reject any Bid and appropriate the EMD if:
- 1) at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - 2) Bidder or its parents/subsidiary/sister concerned from whom it is taking credit for meeting Qualification Criteria is blacklisted/barred by any Government Agency in India or abroad.
 - 3) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - 4) In case of fraudulent Bid and involved in fraudulent and corrupt practice as per RFP Clause 8.
 - 5) a Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
 - 6) while evaluating the Bid, if it comes To Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal .
 - 7) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - 8) A bidder who submits or participates in more than one bid under this RFP .

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

- a) invite the remaining Bidders to submit their Bids or
 - b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Service Provider , as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Service Provider. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

6.6 Contacts during Bid Evaluation

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

6.7 Correspondence with Bidder

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

6.8 Confidentiality

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

7. APPOINTMENT OF SERVICE PROVIDER AND SIGNING OF AGREEMENT

7.1 Selection of Bidder

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

7.2 Notification of Award

- a) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidder through letter that his/their Bid has/have been accepted (the "**Successful Bidder(s)**"). This letter ("**Letter of Award**"/"**LOA**") shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Successful Bidder in consideration of Project scope as per the terms of Contract.
- b) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

7.3 Signing of Service Provider Agreement

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

7.4 Performance Security

- a) The Successful Bidder shall , within 30 days from the LOA and prior to signing of Agreement, furnish Performance Security to Authority for securing the due and faithful

performance of its obligations under the Service Provider Agreement, on or before the date of signing of Agreement (the “**Execution Date**”) , an unconditional and irrevocable bank guarantee for amount equivalent to 5% of Total Bid Value in favour of the “*Surat Smart City Development Ltd.*” , from any of Approved Banks to SSCDL/Authority as per format provided in respect thereof in Appendix 4 (“**Performance Security**”).

- b) The Service Provider (*after the signing of Agreement the Successful Bidder shall be termed as the “**Service Provider**”*) shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”)¹.
- c) If the Bidder, fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- d) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - i) in the event the Authority requires to recover any sum due and payable to it by the Service Provider including but not limited to Damages; and which the Service Provider has failed to pay in relation thereof; and
 - ii) in relation to Service Provider’s Event of Default in accordance with the terms contained in the Agreement.
- e) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of Service Provider Agreement. The Service Provider shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- f) At the end of the Contract Period, the Performance Security shall be returned to the Service Provider without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Service Provider Agreement.

7.5 Annulment of Award

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

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the

¹ In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Guarantee maybe submitted valid for a period of 2 (two) years, and which shall have to be renewed 45 (forty five) days before its expiry.

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

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

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

9. CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **Bid Summary point 7 (B)**

- (1) **If Bidder is a Company** : In such case, the Bidder (including its Member or Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
 - a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
 - b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
 - c) Other Bidder, its Member or Associates which is a Proprietorship Firm.
- (2) **If Bidder is a Partnership Firm** : In such case , the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds;
 - a) more than 25% of the paid up and subscribed equity capital in the other

Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or

b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or

c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

(3) **If Bidder is a Proprietorship Firm** : In such case , the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds;

a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or

b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or

c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

B. a constituent of such Bidders is also a constituent of another Bidders; or.

C. such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or

D. such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or

E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidders; or

F. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

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

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

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

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

Appendix 1: CONTENTS AND FORMATS FOR TECHNICAL BIDS

Form-1.1 Covering Letter

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

To,
G.M. IT()
Surat Smart City Development Ltd. (SSCDL),
Surat.
Gujarat, India.

Sir,

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

enclosed.

10. The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

Name and Signature of Authorized Signatory

For and on behalf of (name of Bidder)

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

(On a Stamp Paper of appropriate value.)

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

Dated:

To,
GM (IT) ,
Surat Smart City Development Ltd. (SSCDL),
Muglisarai,
Surat.
Gujarat, India.

Dear Sir,

REF: Your RFP name :

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

To attend all meetings with *Surat Smart City Development Ltd* or other entities associated with Project (" Project") for *Surat Smart City Development Ltd* and to discuss, negotiate, finalize and sign any bid or agreement and contract related to Procurement, Supply, Integration and Maintenance of various Hardware items of ITMS Project for BRTS and City Bus Services (Fourth Attempt) and subsequent Contract.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder >

Encl: Board Authorization

Notarised

Form –1.3 : Performance Statement
[Project Title]
(Attach separate sheet for each project)

Project Brief

Client (Name & Address)

Project Description :

Cost of the Project

Quantities supplied and Installed :

Duration & period of the Project

Role & responsibility of the organization

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

Other features of the Project
(Bus/Bus Station/Terminals/Rail /Any other units managed)

Country in which executed

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

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

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

Form –1.5 Format for Equipments Data Sheets

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

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

Form –1.6 Quality System Certification

Enclosed the Necessary Quality System Certificates.

Form –1.7: Undertaking

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

Dated this _____ day of _____ 201_.

Signature

(Company Seal)

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

Signed by
Authorized Signatory with designation

Form –1.8: Turnover

Name of the Bidder:

We have assessed the Audited statement of _____ (Name of the Bidder). The audited Turnover of the Bidder is specified below.

Year	Total Turnover (INR in crore)²
2013-14	
2014-15	
2015-16	
2016-17	
Average of last three latest available audited results	

In case of financial year other than standard Indian format (April to March), the latest available audited information should be used.

Bidder's audited annual report with profit and loss statement and balance sheet for the last three financial years should be provided.

In case Foreign Company then it should provide the exchange rate of its respective foreign currency to Indian Currency in respective years to compute the Turnover.

Above Turnover Certificate shall be certified by the Statutory Auditors of the Bidder/Registered CA firm.

² In case of foreign firms, millions may be used instead of crore (1 million = 1,000,000).

Form –1.9 : Net worth

Name of the Bidder:

We have assessed the Audited statement of _____(Name of the Bidder). The Net worth as on 31st March 2017/31st December 2016 for which latest Audited Result are available is INR _____

(Networth is defined as = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets).

Networth Certificate shall be certified by the Statutory Auditors of the Bidder/Registered Chartered Accountant Firm. . In case of financial year other than standard Indian format (April to March), the latest available audited information should be used.

In case Foreign Company then its should provide the exchange rate of its respective foreign currency to Indian Currency in respective years to compute the Financial Capability.

Above Turnover Certificate shall be certified by the Statutory Auditors of the Bidder/Registered CA firm.

Form –1.10: Anti Blacklisting Certificate

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

Anti-Blacklisting Affidavit

I M/s. (Sole Applicant), (the names and addresses of the registered office) and our Parent/Subsidiary/Sister concern from which we have under taken credit for meeting Financial and Technical Qualification Criteria hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium or not proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad during last five years prior to the date of _____(Bid Submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 201_

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

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

Appendix 2: CONTENT AND FORMAT OF PRICE BID

The price bid should contain the cost of all components (which includes Procurement, Supply, Installation of Hardware items specified hereunder and Integration of all such items with existing ITMS Software system) in the following format:

A. Pricing Format for various Hardware Items

Sr. No.	Items	No. of Units	Amount (INR)		
			Base Rate per Unit	Applicable Taxes including GST	Total 3x(4+5)
1	2	3	4	5	6
1	BRT/HMC Station PIS Display Unit	48			
2	BRT/HMC Station UPS (Station UPS would require 4 hours of backup)	44			
3	Communication Unit for BRT/HMC Bus Stations (Network Cable and Router)	31			
4	Bus Driver Console for BRT/HMC Buses (Midi Buses)	50			
5	PIS Display for BRT/HMC Midi Buses (Unit of 3 Displays per bus)	50			
6	GPS Module for City Buses	300			
7	PIS Display for Midi City Buses (Unit of 3 Displays per Bus)	300			
8	Bus Depot Hardware (This should include cost of Depot Desktops, networking components such as Network cable and Router.)	8			
9	GPS Module for SMC Vehicles	511			
10	PIS Display units for Bus Terminals (similar specifications of BRT Station PIS Display Unit)	12			
11	Communication Unit for Bus Terminals (Router, network cable etc)	6			
12	Station Server for Terminal	6			
	Total for Hardware (1 to 12)				

NB for Hardware and Software items (A and B)

1. *The no. of units included in column 3 of the format A above. Whereas column 4 ,5 and 6 of format above is the quoted rate for each unit to be provided by the Service Provider during the implementation of the Project.*
2. *Above rates of Hardware items shall be inclusive of warranty and maintenance period of one year. The Warranty and Maintenance Period shall be considered start from the date of issuance of Completion Certificate as per RFP terms.*
3. *Prices of Hardware and software shall be inclusive of all types of taxes including GST payable by the Service Provider. However Such Taxes should be quoted separately. Taxes shall be payable by the Authority as per quoted rate, subject to changes in the Applicable Rate. Rates with quoted Applicable Tax including GST rate shall be taken into account for evaluation.*
4. *The single brand of each Hardware item to be supplied should be specified in form no 1.5 of Appendix-1 . Such Brands shall be meeting the Technical Specification specified in Appendix-8. For the purposes of meeting the requirements of the first Request Order, there shall not be any deviation in brands and technical specification of Hardware than the one agreed upon and promised by the Bidder during the Bidding process. For the subsequent Request Orders the Service Provider should supply same brand as far as possible, but in limited cases, if the promised brand is not available, brands of broadly similar quality and specifications shall be supplied, only upon prior approval from Authority.*
5. *Payment shall be made as per RFP terms in local currency i.e Indian Rupee (INR) only*
6. *Foreign exchange risk if any shall be managed and bourn by the Service Provider.*

Signature of Authorized Signatory of the Bidder

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

Sr. No.	Hardware Items	Quoted Annual Maintenance Charges for each Hardware Item for full quantities specified in Appendix 2A which the Bidder expects to receive from SSCDL during the Contract Period of the Project (Amount in INR) (Below are annual Maintenance Charges for all Hardware units specified in Appendix 2A. Monthly Payment shall be made using formula = Annual Service Charges of each line Item provided hereunder /(No of Units specified in Appendix 2A of respective line item x 12) (Monthly Payment shall be made as per Payment Terms)						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	BRT/HMC Station PIS Display Unit	Not Applicable in First Year		Bidder shall quote the Prices of Annual Maintenance Charges for full quantities of Hardware for 2 nd year Only. Authority shall fill up prices for balance years (i.e from year 3 to year 7) as per provision of clause 5.3 of the RFP.				
2	BRT/HMC Station UPS (Station UPS would require 4 hours of backup)	Not Applicable in First Year						
3	Communication Unit for BRT/HMC Bus Stations (Switch, Cable, Router)	Not Applicable in First Year						
4	Bus Driver Console for BRT/HMC Buses (Midi Buses)	Not Applicable in First Year						
5	PIS Display for BRT/HMC Midi Buses (Unit of 3 Displays per bus)	Not Applicable in First Year						

6	GPS Module for City Buses	Not Applicable in First Year		
7	PIS Display for Midi City Buses (Unit of 3 Displays per Bus)	Not Applicable in First Year		
8	Bus Depot Hardware This should include cost of Depot Desktops, networking components etc.)	Not Applicable in First Year		
9	GPS Module for SMC Vehicles	Not Applicable in First Year		
10	PIS Display units for Bus Terminals (similar specifications of BRT Station PIS Display Unit)	Not Applicable in First Year		
11	Communication Unit for Bus Terminals (Switch, Cable, Router)	Not Applicable in First Year		
12	Station Server for Terminal			
13	GST applicable on all above items as on Bid Submission date and which shall be payable by Service Provider and reimbursed by Authority	Not Applicable in First Year		

	Total During Contract Period (1 to 13)	Not Applicable in First Year		
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Note:

1. Bidder shall quote the Prices of Annual Maintenance Charges for full quantities of Hardware for 2nd year Only. Authority shall fill up prices for balance years (i.e from year 3 to year 7) as per provision of clause 5.3 of the RFP.
2. *Annual Maintenance Charges for above Hardware Items shall start from end of Warranty and maintenance period of 1st Year (i.e. from 13th month.). The Warranty and Maintenance Period shall be considered started only after date of issuance of GO Live Certificate as per RFP Terms.*
3. Annual Maintenance charges specified in items in table above are for the full quantities of all hardware items specified in Appendix 2A. Payment will be based on actual deployment of operational units as per payment terms specified in Draft Service Provider Agreement. The payment shall be made on monthly basis by dividing the Annual Maintenance charge of each operational item by Twelve (12).
4. *Prices for the O&M shall be inclusive of GST . However GST as applicable shall have to be shown separately in the quote aggregation. GST shall be payable by the Authority as per quoted rate, subject to changes in the Applicable Rate. Rates with quoted GST rate shall be taken into account for evaluation.*
5. *Payment shall be made as per RFP terms in local currency i.e Indian Rupee (INR) only.*
6. *Foreign exchange risk if any shall be manage and bourn by the Service Provider.*

PART C : Aggregation of Bid Value for purposes of Evaluation (Total Bid Value)

Sr No	Particular	Amount (INR)
A	Total for Hardware (as per Appendix 2 A)	
B	Total for Annual Maintenance Charges for all Years (i.e from year 2 to Year 7) (as per Appendix 2B and Provision of clause 5.3)	
	Total Bid Value (A+B)	

Note: The Total Bid Value arrived using above table shall be used only for the purpose of Bid Evaluation. However payment shall be made as per the payment terms specified in RFP.

Appendix 3: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To
General Manager (IT),
Surat Smart City Development Ltd. (SSCDL),
Muglisarai,
Surat.
Gujarat, India.

This Deed of Guarantee is made on this _____ day of _____, 201_ at _____ by _____ a Approved Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and a Branch Office at _____, (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of *Surat Smart City Development Ltd* having its Office at _____ (hereinafter referred to as "SSCDL" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

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

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

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

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

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to SSCDL a sum of Indian Rupees _____ (Rupees _____). without any protest or demur and upon receipt of first written demand from SSCDL, without having to substantiate his demand, provided that in his demand SSCDL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 60 days after the date of expiration of the Bid Validity (i.e 240 days from Bid Due Date) or as it may be extended by the bidder on a written request by SSCDL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

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

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

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

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.

Appendix 4: Performance Guarantee

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE³ (ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To
General Manager(IT),
Surat Smart City Development Ltd. (SSCDL),
Muglisarai,
Surat.
Gujarat, India.

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

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

SIGNATURE OF THE WITNESS
NAME OF THE WITNESS

_____,
ADDRESS OF THE WITNESS

³ Issued by Approved Banks only. For list of approved banks, see Appendix 6.

SIGNATURE OF AUTHORIZED OFFICIAL OF THE BANK
NAME OF OFFICIAL _____
DESIGNATION _____
STAMP/SEAL OF THE BANK

List of Banks

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

- 1) Indian Bank
- 2) State Bank of India
- 3) Punjab National Bank
- 4) Bank of Baroda
- 5) Union Bank of India
- 6) Bank of India
- 7) Oriental Bank of Commerce
- 8) Canara Bank
- 9) Central Bank of India
- 10) Corporation Bank
- 11) Allahabad Bank
- 12) Indian Overseas Bank
- 13) Dena Bank
- 14) Syndicate Bank
- 15) Andhra Bank
- 16) Punjab & Sind Bank
- 17) Bank of Maharashtra
- 19) IDBI
- 20) HDFC
- 21) AXIS Bank
- 22) ICICI Bank Limited
- 23) The Surat People's Co-operative Bank Ltd.
- 24) The Mehsana Urban Co-operative Bank Ltd.
- 25) Kotak Mahindra Bank
- 26) The Kalupur Commercial Co-operative Bank Ltd.
- 27) Rajkot Nagrik Sahkari Bank Ltd.
- 28) The Ahmedabad Mercantile Co-operative Bank Ltd.
- 29) Development Credit Bank Ltd.
- 30) YES Bank Ltd.

Appendix 6: SERVICE PROVIDER AGREEMENT

(Attached Separately)

Appendix 7: FORMAT OF AFFIDAVIT

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:

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

- E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. this submission shall mean that E.M.D. & Tender fee are received for purpose of opening the bid. Accordingly, offer/tenders of those tenderers whose E.M.D. & tender fee is received electronically, shall be opened. However, for the purpose of realization of E.M.D. and tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/ Speed Post so as to reach to account Department (Main Office) Within **4 Days** from the last date of submission of price bid. Punitive action shall be initiated for non submission of EMD & Tender fees in original to Account Department (Main Office) by bidder including abeyance of registration and cancellation of E-Tendering code for one year. All documents in supporting of bid shall be in electronic format only through online (by Scanning) during the bidding period & hard copy will not be accepted Separately.
 - All documents must be coloured scanned to be seen as original. Scanning in black and White or gray shall not be acceptable.
 - All the document must be notarised with clearly displaying stamp, number and name of the notary.
- "Following Documents shall only be submitted in **HARD COPY** to Surat Municipal Corporation by all bidders"
- Earnest Money Deposit as mentioned in the tender (i.e.D.D./ Bank Guarantee).
 - Tender fees as mentioned in the tender.
 - Affidavit on Non Judicial stamp paper of Rs. 100/-

(Attached Separately)

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

1. Service Level Matrix

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

Sl	Project Component name	Service Level Description –	Measuring Duration	Availability Measurement			Measured by
				Baseline Minimum	Lower Performance	Critical Breach	
GPS Module							
1	GPS Module	Availability of GPS Unit . GPS Unit is operational when it is able to support providing necessary data	Daily	99.90%	99% -to- 99.90%	< 99%	device sending GPS data to server with time stamp
2	GPS Module	Replacement Time of Malfunction GPS Unit	Daily	1 day	2 day	4 day	Issue logged in Helpline app, AVL system report.
Passenger Information Display installed at Bus, Bus Stations (BRT and City Bus Stations,) and Terminals							
3	PIS Display units	Passenger Information (service) displays shall be available for all passengers to view without delay in the frequency mentioned.	Daily	> 97%	97% -to- 95%	< 95%	PIS displays showing distorted/ partial/ non-readable messages/ information shall also be considered as unavailable
4	PIS Display units	Replacement Time of Malfunction PIS display	Daily	1 day	2 day	4 day	Issue logged in Helpline app.
Depot Management Hardware							
5	Depot Management Hardware	Availability of Hardware	Daily	99.94% to 98%	< 98%	<97%	Proper functioning of Depot Hardware as per functionalities specified in Technical Specifications

2. Availability Measurement Calculation for a Month

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

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

Where in

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

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

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

- Downtime Calculation

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

Down time will not be considered for following:

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

3. Damages Payable for breach in Service Levels

A. Damages Payable -

- a) The compliance to the SLA metrics as listed above shall be monitored on the monthly basis.
- b) If the average monthly performance of any Item is determined to be lower than base line (i.e Lower Performance) but higher than the level of Critical Breach, then damages of 0.175% of the value of non operational units (i.e Only those registering lower performance than baseline but higher than critical breach) shall be charged.
- c) If average monthly performance of any item is determined to be have reached below the level of Critical breach, then for every decrease in performance of any item below the critical breach, the damages payable for Only those items registering performance below the critical breach performance than baseline shall be a determined as follows:
 - $\text{Damages payable} = \text{Value of non operational units} \times 0.35\% \times \left[\frac{(\text{Critical Breach level} - \text{Actual level of performance})}{(\text{Baseline Performance} - \text{Critical Breach})} \right]$.

Units/item is referred to as Hardware item.

- d) Total Penalties/Damages payable under this clause is limited to 10% of Total Bid Value.

B. Exceptions in payment of Damages /Penalties

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

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

4. Reporting Requirements

- a) The compliance to the SLA metrics as listed above shall be monitored on the monthly basis.
- b) The compliance report shall be submitted monthly along with the monthly invoice , by the Service Provider to Authority.

- c) These compliance reports shall be verified by Authority officials or the nominated representatives of Authority. Any disputes on the compliance report shall be escalated to a nominee of the senior management of Authority and the decision of senior management of the Authority shall be binding on both parties.
- d) The compliance report shall be submitted along with the Monthly invoice by the Service Provider.

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

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

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

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

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