Smart City Ahmedabad Development Limited (SCADL)

Request for Proposal (RFP)
For
Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

Last Date Online Price Bid Submission: 08/04/2019 up to 1500 Hrs.
Last Date of Receipt of Physical Bid : 09/04/2019 up to 1500 Hrs.
Date of Opening of Bid : 09/04/2019 16:00 Hrs.

Invited By:
The Chief Executive Officer,
Smart City Ahmedabad Development Limited,
Ramanbhai Patel Bhavan,
Usmanpura, Ahmedabad
Gujarat - 380013
E-mail: smartcity@ahmedabadcity.gov.in,
scadl.amc@gmail.com
**TENDER NOTICE**

**Smart City Ahmedabad Development Limited (SCADL)**

Office: Ramanbhai Patel Bhavan, Usmanpura, Ahmedabad

Smart City Ahmedabad Development Limited (SCADL) invites tender from OEMs / registered contractors in Class - A either with Municipal Corporation / Central / State / PWD / MES / Semi Government / Private Organizations for the Work of Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

1. The tender bid document will be available and downloaded from www.ahmedabadcity.gov.in and https://amc.nprocure.com website

2. Tender document should be accepted only by E-tendering method on https://amc.nprocure.com website

3. Conditional tender shall not be accepted. If any condition in the price bid is found, the tender will liable to be rejected.

4. Hard copy of Pre-qualification bid along with EMD & tender fee shall be submitted by Registered A.D. / Speed Post only & should be addressed to The Chief Executive Officer, Smart City Ahmedabad Development Limited, Ramanbhai Patel Bhavan, Usmanpura, Ahmedabad, Gujarat – 380013 till dt. up to 16:00 hrs.

5. SCADL reserves the right to accept or reject any or all tenders without assigning any reason thereof.

6. This Tender notice shall form a part of contract document.

<table>
<thead>
<tr>
<th>PRO No.</th>
<th>CEO, SCADL</th>
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<td>/ 2018-19</td>
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</table>

Visit us at : www.ahmedabadcity.gov.in
DISCLAIMER

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

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

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

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

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

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

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

**Request for Proposal (RFP) for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.**

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<td>10.</td>
<td>Bid security (EMD)</td>
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<td>11.</td>
<td>SCADL Contact email ID</td>
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**NOTE:** Please address all queries and correspondence to:

**The Chief Executive Officer,**  
Smart City Ahmedabad Development Limited,  
Ramanbhai Patel Bhavan, Usmanpura Ahmedabad,  
Gujarat- 380013  
E-mail: smartcity@ahmedabadcity.gov.in
Smart City Ahmedabad Development Limited (SCADL) invite proposals for Augmentation / Up-gradation of existing LED streetlights to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City. The Authority will enter into separate agreements with the Successful Bidder selected in accordance with this RFP. The agreements will be in the format specified by the Authority.

A “Two Stage” bidding process is being followed for determining the Successful Bidder. Only the bidders matching the pre-qualification criteria will be selected for further evaluation. The bidders are required to meet the minimum threshold limit for technical evaluation mentioned herein, post which their financial bid will be reviewed. The proposal with the lowest cost will be awarded the contract.

The Bidders are required to meet the minimum threshold technical and financial capability criteria, as stated in the Notice Inviting Tenders (“NIT”) advertisement published in the local & National newspapers on ______ and as provided herein. Pursuant to that, the Bidders would be evaluated on the basis of detailed technical and financial proposals and qualify for undertaking the Project as set out in this RFP.

This qualification assessment would be carried out as part of the current bidding and evaluation process. The financial proposal of only those Bidders that possess the minimum eligibility requirements specified herein would be opened and evaluated.

The RFP document contains information about the Project, bidding process, proposal submission, qualification and financial proposal requirement. Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to SCADL Office.
- The bid shall specify time schedule of various activities.
- Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- Services offered should be strictly as per requirements mentioned in this Bid document.
- Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, SCADL reserve the right to revised financial offer.
- The duration of the Contract period for this activity will be of 5 years excluding 1 year of installation, testing and commissioning.

In the entailed RFP documentation, the following sections attached are part of Bid Documents.
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**Instruction to the bidders for bid submission:**

- Tender documents are available only in electronic format which Bidders can download free of cost from the website [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) and [https://amc.nprocure.com](https://amc.nprocure.com).
- The bids have been invited through e-tendering route i.e. the financial bid shall be submitted online on the website [https://amc.nprocure.com](https://amc.nprocure.com).
- Bidders who wish to participate in this bid will have to register on [https://amc.nprocure.com](https://amc.nprocure.com). Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other bidder licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- In case of any clarifications required, please contact on email ID of SCADL at smartcity@ahmedabadcity.gov.in quoting RFP No. in the subject line in the following format only:

  Subject: Reg: RFP Ref. No. _________ dated ______ - <Topic of Concern> related.
SECTION: 1 PROJECT PROFILE
1.1 Introduction and Background

Ahmedabad is one among forefront in implementation of smart initiatives for urban development projects. Under Smart City Mission Ahmedabad has introduced various flagship programs like Integrated Transport Management System, City Surveillance project, Digital Payment and e-Governance projects with Integrated Command and Control Centre. As per the GoI guidelines, Ahmedabad Municipal Corporation has formed a separate Special Purpose Vehicle (SPV) as Smart City Ahmedabad Development Limited (SCADL) for the implementation of projects under the smart city mission for the city of Ahmedabad. SCADL carry end to end responsibility for vendor selection, implementation and operationalization of various smart city projects.

Smart City Ahmedabad Development Limited (SCADL) in its endeavor to implement the best of technological practices wishes to part away with traditional lights and deploy Smart & Energy Efficient Smart LED Lighting. The project objective is as mentioned below:

- To deploy controllers in the existing LED luminaire at single light – single pole and double light-double pole at Sabarmati Riverfront and other areas within municipal limits to make them communicable to the city’s Integrated Command and Control Centre (ICCC).
- Ensure efficient operation and maintenance of smart controller and monitoring system i.e. Smart Lighting Management software along-with cloud hosted mobile API integrable with AMC-Seva app.
- Augmentation of existing LED lights with smart controller without affecting the performance of existing LED lights and compromising the guarantee of the deployed LED fixture.

1.2 Purpose

As a part of the Smart City Project, SCADL is desirous of deploying controllers in the existing LED lights, across Ahmedabad City with suitable wattage for guaranteed Lux Levels by Smart LED lights in line with the specifications as provided in the Bidding Document. This document provides information to enable the Bidders to understand the broad requirements to submit their bids.
SECTION: 2 ELIGIBILITY CRITERIA
The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project.

The bidder must also possess technical know-how and financial ability that would be required to do successfully Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City as per SCADL’s requirement for the entire contract duration.

The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

### 2.1 Pre-Qualification Criteria

This invitation to bid is open to all bidders who qualify the eligibility criteria.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Description</th>
<th>Minimum Requirement</th>
<th>Documentary Proof</th>
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</thead>
</table>
| 1     | Legal Entity         | The bidder must be either –  
  ▪ Should be a Indian firm  
  ▪ Should be registered under the Companies Act 1956 in India or a Limited Liability Partnership Firm or Registered Partnership Firm under Limited Liability Partnership Firm Act 2008 at the time of the bidding  
  ▪ Should have a registered number of, GST, Income Tax / PAN number  
  ▪ Should be in operation in India for a period of at least 3 years as on publication of bid | 1. Copy of certification of incorporation issued by competent authority/Registration Certificate/Shop and Establishment certificate  
  2. Copy of PAN card  
  3. Copy of GST registration |
| 2     | Financial Capability |  
  ▪ The Bidder should have average annual turnover of at least Rs. 4 Crores in last three financial years ending 31 March 2018, i.e. (FY 2015-16, FY 2016-17 and FY 2017-18).  
  ▪ The bidder must have positive net worth and should be Profit making in each of the last three financial years as on 31st March, 2018. | 1. Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 Financial years as on 31st March, 2018  
  2. Certificate from the statutory auditor / Charted Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years as on 31st Mar, 2018. Original or Notarized Copy should be submitted for evaluation. |
<table>
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<tr>
<th>Sr No</th>
<th>Description</th>
<th>Minimum Requirement</th>
<th>Documentary Proof</th>
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<tr>
<td>3</td>
<td>Bidder’s Experience</td>
<td>At least three (3) similar works not less than Rs. 5.3 crores each or two (2) similar works not less than Rs. 6.5 crores or one (1) similar work not less than Rs. 10.5 crores in last seven (7) years ending Dec 31st 2018.</td>
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<td>Copies of work order and completion certificate from the concerned organization in the name of Bidder shall be submitted.</td>
<td>In case of Complete project - Copy of work order + Completion Certificates from client + Project Citation;</td>
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<td>4</td>
<td>Mandatory Undertaking</td>
<td>The bidder should:</td>
<td>Self-declaration by the Bidder duly signed and stamped by the authorized signatory</td>
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<tr>
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<td></td>
<td>• Not have been blacklisted by Central Government / Any State Government / PSU in India as on the date of bid submission.</td>
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<td></td>
<td></td>
<td>• Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</td>
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<td>• Bidder should submit Authorization letter from OEM (for controller and communication devices) who has acceptance /experience letter from consumer or agency of having supplied 5000 Live points on LPWAN / GSM/ Mesh Network technology in India at the time of bidding along-with Order copy.</td>
<td></td>
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<td></td>
<td></td>
<td>• Not have their directors and officers convicted of any criminal</td>
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<tr>
<td>Sr No</td>
<td>Description</td>
<td>Minimum Requirement</td>
<td>Documentary Proof</td>
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<td>offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</td>
<td></td>
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<tr>
<td>5</td>
<td>Test Reports</td>
<td>The Bidder should submit the Test Reports as mentioned in the Technical and Functional specifications. The bidder will be supposed to conduct the On-field test as mentioned in the criteria in Section 2.2 and generate the On-Field Test reports and submit it as the deliverables for passing the Pre-Qualification criteria.</td>
<td>Test Reports</td>
</tr>
</tbody>
</table>

### 2.2 On-Field Testing

The submitted test reports will be subject to the scrutiny of SCADL / AMC officials. The on-site field test shall be carried out in the presence of external Govt. approved lab / TPI agency and SCADL / AMC officials to validate the submitted test reports. All charges for such on-site testing shall have to be borne by the Bidder.

All the Bidders will have to prove that the entire ecosystems of the requirement including but not limited to Controllers, Application software management system etc. are complying with the mentioned Technical and Functional specifications as mentioned in the RFP.

All the parameters mentioned in the On-Field Test criteria, Technical and Functional specifications are to be attained in totality, and any deviation / non-compliance, in the mentioned specifications will lead to the disqualification of the bidder.
## On-Field Test Criteria

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Functionality</th>
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<tbody>
<tr>
<td>1</td>
<td>On Demand Switching On and Off</td>
</tr>
<tr>
<td>2</td>
<td>On / Off as per schedule</td>
</tr>
<tr>
<td>3</td>
<td>On / Off based on Ambient Lighting condition</td>
</tr>
<tr>
<td>4</td>
<td>On / Off based on Astronomical timelines.</td>
</tr>
<tr>
<td>5</td>
<td>Full monitoring Mains feature, High voltage, Low voltage, Burning Ratio etc.</td>
</tr>
<tr>
<td>6</td>
<td>Application software, Dashboard, Turnaround time.</td>
</tr>
<tr>
<td>7</td>
<td>Power monitoring for the pole.</td>
</tr>
<tr>
<td>8</td>
<td>In-case of controller / communication devices failure, then luminaire should not be affected i.e. it remains ON.</td>
</tr>
<tr>
<td>9</td>
<td>Refresh rate from the controller to the software should be less than 05 minutes.</td>
</tr>
<tr>
<td>10</td>
<td>440 V withstand capacity for shorter duration of minimum 10 minutes.</td>
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</tbody>
</table>

**Note:** Please note that all the mentioned functionality needs to be demonstrated, in presence of Govt. approved / TPI agency and SCADL / AMC officials to validate the submitted test reports
SECTION: 3 EVALUATION OF BID
**Evaluation Process**

The bid shall be evaluated in two parts. Bidders are required to submit their bids in separate sealed envelopes as per instructions given below:

### **3.1 Stage 1: Pre-Qualification Evaluation**

i. Evaluation Committee shall validate the - “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.

ii. The evaluation committee shall open the bid and check the bidder’s eligibility as per the “Pre-Qualification Criteria”. Each of the Pre-Qualification condition mentioned in above Section is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

iii. The on-field testing reports should comply the technical and functional specifications as mentioned in the RFP. Non-compliance of any of the condition/s will lead to dis-qualification.

iv. Financial bids for those bidders who don’t pre-qualify will not be opened.

### **3.2 Stage 2: Financial Evaluation**

i. All the technically qualified bidders will be notified to participate in Financial Bid opening process.

ii. The Financial bids for the technically qualified bidders shall be opened on the notified date and time. They will be reviewed to determine whether the financial bids are substantially responsive or not. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.

iii. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.

iv. The bid with least price shall be awarded the project. L1 bidder will win the bid.

v. If L1 bidder fails to submit the Performance Bank Guarantee (PBG) and align the agreement as per the timelines defined in this RFP, L2 bidder will be invited for negotiations. In this case, L2 bidder will be asked to match the prices of L1 bidder. Final decision of awarding the project to L2 bidder will depend upon the mutually agreed price between both the parties (bidder and Authority).

### **3.3 Rights to Accept/Reject any or all Proposals**

SCADL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for SCADL’s action.

The bidder has to fill both the Technical and Financial Bid online. The bidder has to submit ONLY **Technical Bid** in hard-copy before the due date at the address mentioned in the data-sheet.
Financial Bid need not be submitted in Hard-Copy. If the submission is made through Hard-Copy, the submitted bid will summarily be rejected before Pre-qualification round.

### 3.4 Notifications of Award and Signing of Contract

i. Prior to the expiration of the period of proposal validity, the bidders will be notified in writing through FAX or email that their proposal has been accepted.

ii. SCADL shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Bidder shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.

iii. The notification of award (LOI/Purchase Order) will constitute the formation of the Contract. Upon the Bidder’s executing the contract with SCADL, it will promptly notify each unsuccessful bidder and return their EMDs.

iv. At the time SCADL notifies the successful Bidder that its bid has been accepted, SCADL will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to SCADL.

**Note:**

i. Any conditional bid would be rejected

ii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
   a. “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
   b. If there is a discrepancy between words and figures, the amount in words will prevail.”

iii. If the Bidder does not accept the error correction, its Bid will be rejected and EMD may be forfeited.

iv. Bidder must attach valid documents in support to their Pre-Qualification and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.

v. The bidder should submit authorization certificate of Original Equipment Manufacturer (OEM) (or multiple OEMs) specific to the bid. The bidder should have a support agreement/arrangement for services including supply of spare parts etc. which includes the post-sales support activities for the entire project period.

vi. All the proposed equipment should not be declared End-of-Support by the OEMs for next 5 years from the date of bid submission.

vii. The Manufacturer’s Authorization Form (MAF) is required for any hardware or software component being supplied as part of this project.

viii. The bid price will be inclusive of all taxes and levies, excluding GST and shall be in Indian Rupees. GST will be paid separately based on the norms defined by Government as on the date of respective payment.
ix. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

x. Bidder must sign and stamp the individual page of the blank tender document, as the acceptance of all the terms & conditions of the RFP and submit it in the Technical Bid.

xi. The successful bidder need to submit 10% of the Total Approved CAPEX Cost in the form of Performance Bank Guarantee for a period of 12 months. Before the expiry of the submitted Performance Bank Guarantee, another Performance Bank Guarantee of 10% of the Total Approved OPEX Cost need to be submitted for a period of 60 Months. SCADL reserves the right to check the truthfulness of the submitted Bank instrument.

xii. Any discrepancy noted, would result in dis-qualification of the selected bidder and L-2 bidder would be brought on-board for executing the Scope of Work in totality.

xiii. In case of realization of Point No. xii. the earlier bidder will be terminated from the contract, EMD/PBG will be en-cashed and the will have to get the payment for the executed work from the selected bidder.
SECTION: 4 SCOPE OF WORK, TECHNICAL SPECIFICATIONS & FUNCTIONAL SPECIFICATIONS
**Addition of Controllers to make the existing LED Lights smart and communicable to Command and Control Centre (CCC)**

The Municipal Corporation has deployed LED Street Lights across 11,000 central line poles which has a housing for 02 lights per pole. The provision to deploy controller needs to be addressed for total 22000 street lights across the deployed location.

Apart from these, there are 2,000 Single Poles Street light where AMC has installed LED Street Lights and plans to install Controller in all these poles. The controllers need to be deployed in such a way that all these existing LED street lights should not be opened / operated / tampered in any eventuality.

The process of deploying controllers is as mentioned below:

**Survey**

- Bidder has to conduct proper survey in Ahmedabad at all Locations to ensure proper communication of all Controllers to be established.
- The manufacturer may incorporate additional protection in the offered luminaire, based on the feedback of the site survey over and above the technical specifications mentioned in the RFP, at their own cost deemed necessary for the functioning of the luminaire after installation of controllers.

**Supply**

- The Bidder shall have to supply Controllers as mentioned in the Section 5, after receiving of the Work order & Installation, Testing and commissioning of the controllers as per the project implementation plan and as & when as per requirement of SCADL / AMC.
- SCADL/ AMC Street Light Dept. will appoint Third Party agency for inspection of materials as well as for works to be carried out at Site and the charges for Inspection/testing which shall be paid by Bidder.
- Materials shall be delivered after receipt of Release note from third party inspection authority and shall be delivered to site/ Store without any damage during transportation and handling.
- Material shall be dispatched for Ahmedabad in the store or at site within the Municipal limit as per instruction of Engineer In charge.
- Quantity mentioned in price bid is for the existing works, Bidders bound to supply additional quantity required by the SCADL during the validity of the contract at the same unit rate and terms & conditions.
- Work shall be carried out as per approved drawing/s and or instruction/s by engineer-in-charge.
Install

- Bidder needs to provide installation plan in advance at the beginning of the week to Engineer-in-charge.
- Bidder needs to give weekly progress report about the work carried out of the by-gone week.

Test & Commissioning

- Inspection/Testing of materials at manufacturer’s works according to relevant IS/tender specification.

Operation & Maintenance

- Bidder shall be responsible in case of breaking wall, ground. Repairing of damage wall/ground will be in scope of bidder. No extra cost will be paid by SCADL.
- Comprehensive Operation & Maintenance of the entire ecosystem which includes but not limited controllers, application software management system etc. for a period of 05 Years after commissioning.

Note:

1. Luminaries will be in conducting mode based on the astronomical guidelines & the individual poles housing LED luminaires will get electric supply as per the necessary and determined schedule.
2. All Communication, gateway charges, accessories, any other medium considered to be essential for successful to and from communication between luminaire and Integrated Command and Control Centre (ICCC) should be included in the CAPEX cost.
3. Controller repairing and replacement will be in the bidder’s scope for the entire project duration including operation and maintenance.
4. All the equipment deployed for the succesfull running of the project will be under warranty for the entire project duration including operation and maintenance.
4.1 **Light Controller**

- Controller should operate from the following (nominal ±10%) input: AC input (RMS Volts) 90-320, 50 Hz.
- Operating mode: On, OFF, Lux sensor, scheduled and Manual mode.
- Lux Sensor Mode – Device should have built in photo sensor and should have the capability to Switch On and off the lights based on ambient lux levels. Sensitivity of the sensor should be able to adjust in the application software.
- Communications technology: Unlicensed, Open band RF, LPWAN with internal antenna.
- Operating Voltage of 90-320V AC/50Hz.
- Case Material made of Poly Carbonate or equivalent and it must have IP rating should be IP 66.
- The controller device Operating Temperature should be 0°C to +60°C
- The controller own Surge Protection (Internal) must be ≥ 10KV Non NIMA as per IEC 61000-4-5.
- Auxiliary Power Supply withstanding capacity – 440 VAC for Min 48 Hours
- The peak power requirement <=2.5 W and average power <=1.5 W.
- Actuated changes by Controllers should occur instantaneously (time < 5 minutes).
- Capable of measuring and monitoring
  - RMS input voltage (Volts)
  - RMS input current (Amps)
  - Apparent power (VA)
  - Active input power (Watts)
  - Power factor (PF)
  - Energy (kWh)
  - Should have metering feature equivalent to Class I – IS 13779
  - SMS, Email, Mobile Alerts: for load & mains failure
  - The Controller shall be able to detect the following failures specific to pole.
  - Lamp failure alert & restoration
  - High / Low mains voltage alert & restoration
  - Low power factor alert & restoration
  - Low battery voltage alert & restoration in case of battery only.
  - Controllers should measure energy consumption of Luminaires with accuracy of 1% as per IS 13779.
  - The controller should be an external controller with PC housing and meant for Outdoor Application with minimum IP 66 rating.
  - Rated Life and Reliability at an ambient temperature of 25 degrees Celsius shall be 5 years or more.
  - If the Controller fails due to any reason, the luminaires should remain ‘ON’ if the luminaire is healthy.
The controller should be programmable to send data in Real-time / Hourly / Daily / as needed.

For existing two way pole controller must be capable / have capacity to handle minimum 500 Wattages luminaire.

The housing of existing luminaire shall not be tampered/altered/modified. These controllers should be installed/ fixed on the pole, either on the main pole or on the branch arms with high quality electrical wires connected to both the lamps. The controller to be fixed on the universal slot, using clamps and should resist high wind, pole swing due to the wind.

The controller should have alert facility for lamp failures because of under voltage, over voltage & mains failure.

Surge Platform for over voltage protection which can withstand 440 V. Power withstanding capability should be for 440V AC supply for minimum 48 hours.

The controller should have an auxiliary power backup to communicate with application/network server in-case of a power failure and the device should not have any replaceable components for minimum 5 years from the date of installation.

Rated Life and Reliability at an ambient temperature of 25 degrees Celsius shall be 5 years or more.

Compliance Standards: Controller design to be compliant to below:
- EMI/EMC: EN 61000-3-2 (2014), EN 61547 (2009),

Submit Physical Certificate for below with tender submission documents:
- Govt. (NABL or equivalent) approved lab for Metering IS: Standard equivalent to 13779
- Govt. (NABL or equivalent) approved lab for IP 66 for street lights controller
- Govt. (NABL or equivalent) approved lab for EIRP report and ETA certification for the Communication modules being used inside the device/ product.
- Govt. (NABL or equivalent) approved lab for Surge test and 440V AC withstanding capacity for controller.

### 4.2 Street Light Management System Software:

- A cloud based server shall be provided by bidder at a central location with the Smart Communication and Control Software to manage all the Street light Luminaires.
- The Following parameters should be part of the configurable base
  - Time to switch on, off
  - Time slots when the unit will reduce power level using Dimming (multiple time slots with power level).
  - Variations in ON, OFF times based on the day of the week/seasons or by Latitude / Longitude.
  - Actions to be taken for alarms.
- Actions to be taken for lamp failure.
- Cloud based centralized application to monitor all the Street Lights and manage them remotely.
- GIS based mapping of all the street lights with their precise GPS co-ordinates.
- Application shall provide easy management of User roles and access rights protection.
- Instant e-mail alerts to the authorized personnel upon programmed alarms.
- Reports on weekly, monthly and yearly basis.
- A set of rules should be downloaded to the street lamp which will ensure that the lamp works normally even if there is a temporary disruption in communication.
- The application software is to be installed at Integrated Command and Control Centre (ICCC) and Application Programming Interface (API) to be shared by supplier for centralized ICCC application integration. Necessary Servers & Computers shall be provided by bidder.
- Application User Licenses (2 sets) must be provided in bundle with 3 types of Admin, Site User and Supervisor Types.
- Data refresh rate should be instantaneous. Any abnormality should be instantly updated to the system.
- Bidder has to conduct proper survey in Ahmedabad to ensure proper communication of all Smart Lighting to be installed. Controller Certification for Metering Accuracy as per IS 13779 Class 1, IP 66, and EIRP & ETA from Govt. approved laboratory to be submitted along with the bid.
- Real time status (Burning Ratio) of all working lamps from the total installed base shall be provided in a graphical dashboard format.
- Application should also provide report for faulty lamp status (From time of Fault to time of restore)
- All lamps should switch on simultaneously within 5 minutes from the time of giving command from the application software.
- Data refresh rate should be instantaneous; any abnormality should be instantly updated to the application. The refresh rate from the Controller to the application software should be less than 5 minutes.
- The OEM should have an automated mechanism in the form of “Mobile App” to capture pole, controller, and lamp information/field information along with the Latitude, Longitude i.e. geographic locations, of the pole that would help the commissioning team to activate the system immediately. The mobile app should help map Controller Device ID, Lamp No and Pole No effortlessly.
4.3 Smart Lighting Mobile API (Application Programming Interface)

- Successful Bidder shall provide a customized mobile application programming interface (API) to report if, any luminaire is malfunctioning. Feedback module will be also part of the mentioned API.
- The Mobile API should have the provision of raising the service ticket, if the luminaire is not functioning.
- The provision should be also made for escalation of the service ticket, if the issue is not resolved within 48 hours.
- It should be capable of handling 25,000 users at any given instance.
- It shall provide user friendly features like highlight, Zoom In/Out and search etc.
- This application shall be supported on all mobile / tabs platforms like Android, iOS & Windows etc. with Digital Rights management (DRM).
- Mobile API has to be integrated with AMC-Seva Mobile App.
- This mobile application shall also be accessed through web on any laptop or desktop by using defined login credentials using browser.
- AMC/SCADL shall have perpetual right of software solution for unlimited number of users.
- The mobile API and the integrated AMC-Seva Mobile app with Mobile API, will be cloud hosted which will be the property of AMC/SCADL.

4.4 Communication Network:
- Communication range of up to 05 KM shall be provided per luminaire/controller.
- Bi-directional communication between server and end devices.
- Power level not to exceed +25dBm EIRP.
- The network receiver equipment must be installed on public cell tower & must be backed by stand-by power supply for min 2 hrs.
- Alternatively, if the communication fails the end devices should be have fail safe mode to switch on the lights as default data rules to the end devices.
- The end devices should be able to communicate to a gateway which will send data to the server. ( < 2 mins)
- The Smart controllers should be able to communicate with the Low Power Wide Area Fixed Type Network or equivalent in a secured manner (AES 128-bit Encryptions)
- OEM must provide letter in writing assuring network SLA of 99.0 % availability
- The gateway infrastructure site should be beyond the reach/access of general public and should be secured with lock and key (site to be fenced and should allow entry to authorized persons ONLY with proper authorization from the vendor)
- 1 Gateway should support > 10000 points and there should be point to point communication between Controller & Gateway
- Gateway Management workflow specifically explaining the entire methodology from start to finish of the proposed solution, mentioning the timelines involved.

Note: All the infrastructure (hardware and software) that will be installed under the project, will be strictly under the name of AMC / SCADL.
SECTION: 5 DELIVERABLE, TIMELINE & PAYMENT PROCESS
5.1 Project Deliverables, Time line and Payment Process

During project the Implementation Bidder shall submit the deliverables as mentioned below as per the timelines mentioned below.

SCADL may provide multiple extensions to the Implementation Bidder on the same terms and conditions under original agreement after completion project duration. After initial term of 06 months of operations after Go-Live, rates for the Core Services (as quoted in Financial Bid) shall be revised@10% per annum annually.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Deliverables</th>
<th>Timeline</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Project Implementation Plan</strong> (Feasibility study with Project Management Plan)</td>
<td>T-0 + 3 weeks</td>
<td>5% of CAPEX (as per the value quoted in the financial bid submitted by successful bidder in <a href="http://www.nprocure.gov.in">www.nprocure.gov.in</a>)</td>
</tr>
<tr>
<td>2</td>
<td><strong>Delivery of required hardware and Software at project site</strong> (On receipt of delivery of all the items as defined in this RFP and acceptance report from SCADL)</td>
<td>T-0 + 10 weeks</td>
<td>25% of CAPEX (as per the value quoted in the financial bid submitted by successful bidder in <a href="http://www.nprocure.gov.in">www.nprocure.gov.in</a>)</td>
</tr>
<tr>
<td>3.a.</td>
<td><strong>Go-Live – Stage - I</strong> (Installation of Controllers &amp; successfully working at various locations - First 50% count)</td>
<td>T-0+ 24 weeks</td>
<td>20% of CAPEX (as per the value quoted in the financial bid submitted by successful bidder in <a href="http://www.nprocure.gov.in">www.nprocure.gov.in</a>)</td>
</tr>
<tr>
<td>3.b.</td>
<td><strong>Go-Live – Stage - II</strong> (Installation of Controllers &amp; successfully working at various locations – Remaining 50% count)</td>
<td>T-0+ 30 weeks</td>
<td>20% of CAPEX (as per the value quoted in the financial bid submitted by successful bidder in <a href="http://www.nprocure.gov.in">www.nprocure.gov.in</a>)</td>
</tr>
<tr>
<td>4</td>
<td><strong>Monthly Progress Report</strong> (and subsequent submission every monthly basis)</td>
<td>T-1+ 1 month</td>
<td>1.66% of OPEX. (as per the value quoted in the financial bid submitted by successful bidder in <a href="http://www.nprocure.gov.in">www.nprocure.gov.in</a>)</td>
</tr>
<tr>
<td>5</td>
<td><strong>Quarterly Progress Report</strong> (and subsequent submission every quarterly basis)</td>
<td>T-1+ 3 months</td>
<td>0</td>
</tr>
</tbody>
</table>
Note:

- T-o be the First day of team onboard (14 days after the date of Signing of the contract) i.e. start of the project.
- 20% of remaining CAPEX shall be paid 1 year after Go-Live Stage - II.
- 10% of remaining CAPEX shall be paid 1 year after the first year of Operation and Maintenance (2 years after Go-Live Stage –II).
- T-1 is the date of start of operations after Go – Live based on the agreed and approved Implementation Plan with SCADL.
- Time is the essence of the project. All the mentioned timelines above are to be followed strictly. However, in case of unavoidable circumstances, T-1 may be decided based on the mutual agreement of SCADL and the Implementation Bidder.
- The payment will be done as per the quantities defined in the financial bid of this RFP.
- SOPs will contain complete information regarding the specific item as defined above like LMS. It will contain Functional Requirement Specifications (FRS), Software Requirement Specifications (SRS), Process Flows and User Manual for daily Operations.
- The bidder needs to submit the SLA Management tool to manage the project deliverables.
- The Solution stabilization period will be for a period of 23 Weeks from the date of Go-Live Stage – II.

NOTE: The payment will be done as per the quantities defined in the financial bid of this RFP.

**Payment for additional items**

Based on the final project plan or during the project duration if there is need for additional items and Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities as defined in the financial bid, implementation bidder will be required to arrange additional items. Payment for such additional items will be done separately by SCADL.

In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation Bidder.

Payment mechanism to be followed for additional items is given below:

**CAPEX COMPONENT**

- 50% CAPEX payment on the successful delivery of additional item, post approval from SCADL
- 40% CAPEX payment on the successful installation of the additional item, post approval on the installation report.
- 10% CAPEX payment will be made after the successful running of procured item for One Year from the date of installation report of successful functioning.

**OPEX COMPONENT**

- OPEX part will be paid monthly during O&M.
- OPEX payment will be prorated based on the duration left in O&M.

### 5.2 Service Level Agreement & Penalty

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the successful bidder to End Customer and SCADL for the duration
of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Implementation Bidder can be measured.

The Successful Bidder and SCADL shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder.

**Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.**

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Deliverable</th>
<th>Timeline</th>
<th>Basis for measurement</th>
<th>Violation of SLA</th>
<th>Deductions/ Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of the Project Implementation Plan.</td>
<td>T-0+ 3 weeks</td>
<td>Submission of documents to SCADL</td>
<td>Completion of delivery after T0 + 3 weeks and there after</td>
<td>0.01% of the Total Capex Cost on pro-rata basis and part there-off, for every day delay;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.</td>
</tr>
<tr>
<td>2</td>
<td>Supply of hardware, software, content as per the RFP</td>
<td>T-0+ 10 weeks</td>
<td>Post-Dispatch Inspection &amp; Acceptance Test</td>
<td>Completion of delivery after T0 + 10 weeks and there after</td>
<td>0.05% of the Total Capex Cost on pro-rata basis and part there-off, for every day delay;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.</td>
</tr>
<tr>
<td>3</td>
<td>Installation &amp; Commissioning of all hardware components at the project site</td>
<td>T-0+24 weeks</td>
<td>Submission of the installation and successful commissioning reports delivered to the concerned locations to SCADL bidder in</td>
<td>Completion of activity after T0 + 24 weeks and there after</td>
<td>0.02% of the Total Capex Cost on pro-rata basis and part there-off for every day delay;</td>
</tr>
<tr>
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<td></td>
<td>Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.</td>
</tr>
<tr>
<td>4</td>
<td>Installation of Controllers &amp; Completion of User</td>
<td>Completion of User after T-0 +</td>
<td></td>
<td></td>
<td>0.05% of the Total Capex Cost on pro-</td>
</tr>
<tr>
<td>Sr No</td>
<td>Deliverable</td>
<td>Timeline</td>
<td>Basis for measurement</td>
<td>Violation of SLA</td>
<td>Deductions/ Penalty</td>
</tr>
<tr>
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<td>--------------------------------------------</td>
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<td>-------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Go - Live – I</td>
<td>working successfully (50% Total Work) : T-0+ 24 weeks</td>
<td>Acceptance Test &amp; signoff by SCADL</td>
<td>30 weeks and thereafter</td>
<td>rata basis and part there-off for every day delay;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Installation of Controllers &amp; successfully working (50% Remaining Work): T0 + 30 Weeks</td>
<td></td>
<td></td>
<td>Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.</td>
</tr>
</tbody>
</table>

- T-o is the First day of team onboard (14 days after the date of signing of the contract) i.e. start of the project.
- Penalties shall be levied only for the reasons attributable to the implementing bidder. Any risks/ issues foreseen by the implementing bidder shall be brought to the notice of the SCADL immediately. If no such issues/risks are highlighted by the implementing bidder, then it is expected that no delays will be there in the implementation schedule.
- The bidder needs to ensure that all the said deliverables are made in the respective timeline. SCADL is of the opinion that deductions / penalty levy is a matter of serious concern and will be dealt strictly in case of violations. SCADL will consider very individual violation with seriousness.
- Maximum penalty is restricted to 10% of the CAPEX.
- Penalty will be invoked for violations of the mentioned Service Level Agreement (SLA) as mentioned against individual SLA benchmarks. Two (02) Nos. of such instance of violation of mentioned SLA’s in the entire project life-cycle will be allowed.
- If the bidder makes 03rd time violations from the pre-defined Service Level Agreement (SLA) during the entire project cycle, SCADL reserves the right to terminate the contract, en-cash the submitted Performance Bank Guarantee / EMD, appoint the new bidder for the remainder work execution, and the cost incurred for the entire exercise from the time of appointing new vendor till the project completion, will have to be borne by the old bidder. It is to note that all the mentioned conditions, will be implemented in totality.

**Operation & Maintenance**

**Availability of required application hardware & software**

During the Operation & Management period the implementing bidder is expected to keep the Technology and Performance levels above the specified level. It will be the responsibility of the implementing bidder to make available the necessary hardware & design and code the software to ensure application is measurable in terms of uptime and performance.
### Operation, Maintenance & Support

The application and hardware infrastructure is expected to be in running condition on all days (24*7). If there is a system or software breakdown, all breakdown calls are to be resolved within specified time from the time of complaint made to bidder O&M team. The resolution time is defined based on the criticality of the issue. It would be the responsibility of the successful bidder to log issues / breakdowns related to all application, IT equipment supplied & network connections as part of this project under the scope of work with the respective OEMs.

Bidder needs to deploy 04 Service Engineers, who, will work for 16 hours per day, having done graduation and has a sound understanding of data analysis and electrical technology.

Bidder needs to ensure that even if 01 luminaire is not functioning due to any technical fault, the concerned fault needs to be addresses on SOS basis.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Service level parameter</th>
<th>Resolution Time (per device)</th>
<th>Penalty</th>
<th>Basis for measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hardware breakdown</td>
<td>Within 24 hrs. from the time of complaint</td>
<td>No penalty</td>
<td>The measurement of the service availability will be based on the reports generated through open source monitoring tools.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not resolved within 24-48 hours or standby not provided.</td>
<td>0.1 % of monthly OPEX payment on pro-rata basis and part there-off per instance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not resolved / standby not provided. (after the 48 hours )</td>
<td>0.2 % of monthly OPEX payment on pro-rata basis and part there-off per instance</td>
<td></td>
</tr>
<tr>
<td>Sr No</td>
<td>Service level parameter</td>
<td>Resolution Time (per device)</td>
<td>Penalty</td>
<td>Basis for measurement</td>
</tr>
<tr>
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</tr>
<tr>
<td>2</td>
<td>Resolution of Bugs/Issues related to the Application Software &amp; Mobile API</td>
<td>&lt;= 6 hrs.</td>
<td>No penalty</td>
<td>The critical issues/bugs will be logged and tracked through open source monitoring tools.</td>
</tr>
<tr>
<td></td>
<td>Critical (Where the services are not available)</td>
<td>&gt; 6 hours or &lt;= 24 hours</td>
<td>2500 Rs per instance</td>
<td>The criticality of the issues/bugs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 24 hours or &lt;= 48 hours</td>
<td>5000 Rs per instance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 48 hours</td>
<td>10000 Rs per instance</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Communication of Smart LED with City Command and Control Centre</td>
<td>&lt;= 5 mins</td>
<td>No penalty</td>
<td>The communication between the individual Smart Led luminaire and City Command Control Centre (CCC) needs to monitored through monitoring tool.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 5 mins</td>
<td>0.025% of the monthly OPEX payment deducted on a Pro-rata basis &amp; part there-off for every hour of delay beyond the baseline metric.</td>
<td></td>
</tr>
</tbody>
</table>

- If the breakdown issue cannot be resolved within the above specified time limits, a compatible System of equivalent or higher specifications has to be installed within that period.
- The service requests are to be made between business hours (0800 Hrs to 2000 Hrs). Any service request made after 2000 Hrs will be considered as next working day.
- SLA hours will be counted during the business hours, where ever SLA is hourly based only.
- The successful bidder will have to provide open source Enterprise Management System (EMS) for measuring the operational SLAs.
- The Network Management System (NMS) of Integrated Command and Control Center (ICCC), date of the commissioning will be considered as the actual commissioning date. The successful bidder need to submit the uptime report dynamics generated through NMS at the time of Monthly OPEX Bill generation. It is mandatory to submit the NMS generated report.
- Bidder should keep in mind, that power supply is not available 24 X 7.

**Penalty**

a. Maximum penalty is restricted to 10% of the OPEX.
b. If any hardware has hardware failure on four or more occasions in a month, it shall be replaced by equivalent new equipment by the vendor at no cost to SCADL within 10 days from the date of last failure. Till the replacement is provided, the original equipment has to be kept in running condition or else a standby provided and all services restored. However, penalties for breakdown as per SLAs defined in the tender will be applicable.
c. The penalties as above will be recovered from any payment due to the Successful bidder.

**Partial/Full damage to hardware**

a. Field equipment installed through this Project would become an important public asset. During the contract period of the Project the bidder shall be required to repair / replace any
equipment if stolen / damaged/faulty. Appropriate insurance cover must be provided to all the equipment supplied under this project.

b. In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control like Theft, intentional damage by mishandling, Fire etc., the Bidder should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.

c. In such a case the Bidder will have to make provision for the supply of the new hardware against the lost/ damaged equipment/ component. Monthly rental of 5% of basic Hardware cost may be payable to the Bidder for the equipment supplied as standby or SCADL may choose to procure new equipment at the same rates as is mentioned in the price bid. If the Bidder does not provide standby equipment, the penalties for breakdown as per SLAs will be imposed.

d. Service Engineers/ Representatives of Bidder shall invariably carry their identity cards with them, without which they will not be allowed to access department Systems. Service Engineers of the Bidder shall have access to the Computer Systems/ Backup Solution only after obtaining clearance from department authorized officials. No component of the System/ data/ log information will be taken out of department premises without clearance from authorized Officials of the department.

**NOTE:** There will be no penalty in case of any delay not attributable to successful bidder, like handing over of project site, any other legal issue related to project site, etc. which is causing delay in the progress of project.

**Review of SLA Parameters**

The SLA design is based on the scope of services and operational aspects of Implementation Bidder. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of three months from the date of go-live of the Implementation Bidder. The purpose of this review is to reassess the SLAs based on the first three months’ call volumes. SCADL, after thorough analysis of the monthly statistics monitored as per the above mentioned SLA parameters, may consider revision of the SLA parameters and update this agreement. And if the revision occurs, then the revised SLAs would be final and binding for the rest of the term of the contract.
SECTION: 6 INSTRUCTIONS TO THE BIDDERS
6.1. Instructions to the bidder

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- Every page of the proposal should necessarily be numbered, and signed with seal.
- The bidder should not tamper the templates, and file types. If any additional information should be provided in a separate sheet where required.
- The Bidder should submit the Technical Bid documents only in “Technical Bid”, while financial bid documents only in “Financial Bid”. If Financial Bid document is submitted in the Technical Bid or Technical Bid document in the Financial Bid, the bid will be rejected from the bidder.
- Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and may result in rejection of its Proposal.
- Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by SCADL.
- Any past projects where the bidder executed other works in addition to what is asked in Pre-Qualification Criteria in a single order, the bidder should consider only the value of asked project part and highlight only those components.

6.2 Purpose of Bid Document

- The purpose of this tender is to select bidder for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City. This document provides information to enable the bidders to understand the broad requirements to submit their ‘Bids’.
- In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process individually (the “Sole Firm”) in response to this invitation. The term “Bidder” means the Sole Firm. No consortium / joint venture is allowed.
- The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

6.3 Proposal Preparation Cost

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

### 6.4 Queries (Online)

- A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the following e-mail id on or before up to 12:00 noon. Email Id for submission of queries: smartcity@ahmedabadcity.gov.in

- The queries should necessarily be submitted in the following format:

<table>
<thead>
<tr>
<th>Bidders Request for Clarification</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Address of the Organization submitting request</td>
<td>Name and Position of Person submitting request</td>
</tr>
<tr>
<td>Tel:</td>
<td>Mobile:</td>
</tr>
</tbody>
</table>

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

### 6.5 Amendment of RFP Document

- At any time before the deadline for submission of bids, the SCADL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

- The bidders are advised to visit the, https://amc.nprocure.com, www.ahmedabadcity.gov.in on regular basis for checking necessary updates. SCADL also reserves the rights to amend the dates mentioned in this RFP for bid process.

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

### 6.6 SCADL’s rights to terminate the selection process

- SCADL may terminate the RFP process at any time and without assigning any reason. SCADL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- This RFP does not constitute an offer by SCADL.
The bidder’s participation in this process may result in SCADL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the SCADL to execute a contract or to continue negotiations. SCADL may terminate negotiations at any time without assigning any reason.

6.7 Right to reject any proposal

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

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

**General Rejection criteria**

i. Conditional Bids;

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

iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;

iv. Bids received after the prescribed time & date for receipt of bids;

v. Bids without signature of person (s) duly authorized on required pages of the bid;

vi. Bids without power of attorney/ board resolution or its certified true copy.

**Technical Rejection criteria**

i. Bidders not complying with the Eligibility Criteria given in this Tender

ii. Technical Bid containing commercial details;

iii. Revelation of Prices in any form or by any reason before opening the Commercial Bid;

iv. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;

v. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;

vi. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;

vii. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

**Commercial Rejection Criteria**

i. Incomplete price Bid;

ii. Price Bids that do not conform to the Tender’s price bid format;

iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

v. The total OPEX cost needs to be at-least 6% of total CAPEX cost, including applicable taxes, failing which the bid submission will be rejected.

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

6.8 Bid Fee and Earnest Money Deposit (EMD) and amount

i. The bidder should pay non-refundable Bid Fee of Rs. 18,000 (Eighteen Thousand Only) in favour of “CEO, Smart City Ahmedabad Development Limited" payable at Ahmedabad, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Ahmedabad. The Bid fees shall be in the form of a Demand Draft / Banker’s Cheque.

ii. The bidder should also pay EMD of Rs. 39.5 Lacs (Rupees Thirty nine Lakhs fifty thousand only) in favour of CEO, Smart City Ahmedabad Development Limited" payable at Ahmedabad in the form of DD of any nationalized / scheduled banks with validity of 180 days beyond the original validity period for the bid.
   • Bank Name – ICICI Bank
   • Branch – Ahmedabad Branch
   • IFSC – ICIC0000024
   • A/C No. - 002405501096

iii. No interest will be payable by the SCADL on the Earnest Money Deposit (EMD).

iv. In case bid is submitted without EMD or Bid fees as mentioned above then SCADL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

v. The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.

vi. The Selected Bidder’s EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof.

vii. The decision of SCADL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

viii. The EMD may be forfeited:
   • If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any;
   • In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
   • During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
During the bid process, if any information found wrong / manipulated / hidden in the bid.

6.9 Sealing, Marking and Submission of Bids

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

Part 1: **Part 1: Technical Bid consisting Pre-Qualification documents, Bid Fees and EMD**

with complete details as mentioned in RFP. The proposal shall also consist with all supporting
documents, MAF, Data sheet if any.

1. Each Bidder shall submit only one proposal containing documents as below.
   a. Original DD/BG of the Bid fee & EMD
   b. Pre-qualification criteria related documents
   c. Each page of the above should bear the initials of the Applicant along with the seal of the
      Applicant in token of confirmation of having understood the contents.

2. Details of EMD & Tender fee shall be submitted in electronic format (by scanning) while
   uploading the bid. This submission shall mean that EMD & tender fees are received for purpose
   of opening the bid. Accordingly, offer/ tenders of those bidders whose EMD & tender fee is
   received electronically, shall be opened. However, for the purpose of realization of EMD and
   Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through
   RPAD/ Speed Post/in person so as to reach to registered office by 23/11/2018 on or before 17:00
   hrs. Punitive action shall be initiated for non-submission of EMD & Tender fees in original to
   registered office by bidder including abeyance of registration and cancellation of E-tendering code
   for one year.

3. Proposal should be signed by an authorized person of the bidder. It should be submitted along
   with a certified true copy of a board resolution/power of attorney empowering authorized
   signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed
   in this proposal.

4. Tenders by partnership firm must be signed by all partners. The full name and addresses of all the
   partners shall be furnished. The tenders by Corporation/ Companies must be signed with the legal
   name of the Corporation/ Company by the president/ or by the secretary or other person or
   persons legally authorized to bind the Corporation/ Company in the matter

5. Proposals must be direct, concise, and complete. SCADL will evaluate bidder’s proposal based on
   its clarity and completeness of its response to the requirements of the project as outlined in
   this RFP. SCADL reserves the right to accept or reject any or all the proposals without assigning
   any reason.

Part 2: Online PRICE BID

1. The price bid must be submitted online on [https://amc.nprocure.com](https://amc.nprocure.com). It should not to be sent
   physically, if submitted physically the bid shall be rejected.

Following documents shall only be submitted in HARD COPY to SCADL, Ahmedabad
by all bidders.
1. Earnest Money Deposit as mentioned in the tender
2. Tender Fees as mentioned in the tender
3. Affidavit on Non-Judicial Stamp Paper of Rs. 100/-
4. Technical Bid (Only one Copy)

Note: The EMD and the tender fee details should match the Details of the Original EMD and the Tender Fee DD/BG, Failing which the bid shall be out rightly rejected

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

<table>
<thead>
<tr>
<th>Details to be mentioned exactly on sealed envelop</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Details</td>
</tr>
<tr>
<td>• Notice No.:</td>
</tr>
<tr>
<td>• Tender Name</td>
</tr>
<tr>
<td>• Last date of Submission:</td>
</tr>
</tbody>
</table>

To,
Chief Executive Officer
Smart City Ahmedabad Development Limited
Ramanbhai Patel Bhavan, Usmanpura
Ahmedabad
Gujarat - 380013.

6. The Bid must be sent strictly by **Postal Speed Post or Registered Post AD or in person by the representative of the bidder only** so as to reach on or before 23/11/2018 up to 17:00 hrs. Documents received in any other manner or mode (like courier, email etc.) will not be considered. SCADL won’t be responsible for any postal delays.

7. SCADL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

**(n) Code solutions – A division GNFC Ltd.**
403, GNFC Infotower, Bodakdev, Ahmedabad – 380 054, Gujarat (India)
Tel: +91 26857316/17/18 Fax: + 91 79 26857321
E-mail: nprocure@gnvfc.net Web-site: [www.nprocure.com](http://www.nprocure.com)
Toll Free: 1800-233-1010 (Ext. 501 & 512)
For further particulars contact above office/ or visit on following websites:
1. [www.nprocure.com](http://www.nprocure.com)
2. [www.amc.nprocure.com](http://www.amc.nprocure.com)

6.10 Language of Bids

- The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and SCADL, shall be written in English language, provided that any
printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English trans-performance standardisation shall govern.

- If any supporting documents submitted are in any language other than English, Notarized copy of the translation of the same in English language shall be submitted by the bidder.

### 6.11 Concessions permissible under statutes

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

### 6.12 Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the “Proposal Validity Period”). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 4.7 in all respects.

### 6.13 Taxes

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable.

**GST**

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

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by SCADL, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor/Successful bidder certifying that the amount of GST paid to the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/contractor, failing which, SCADL may recover the amount due, from any other payable dues with SCADL and decision of SCADL shall be final and binding on the Contractor/Successful Bidder in this regard. Further the non- payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.
If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case SCADL shall be liable for the same.

6.14 Firm Prices and Bid Currency

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

SCADL reserves the right to place the order of the part of the total quantity of controllers. SCADL also reserves the right to purchase additional quantity than the mentioned in Bill of Quantity (BoQ), during the entire project duration. The rates quoted in the Commercial bid format will hold good for a period of entire project duration.

6.15 Right to vary the scope of the work at the time of award

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

6.16 Modification or Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify SCADL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.
2. The notice of withdrawal shall:
   - Be addressed to SCADL at the address named in the bid Data Sheet,
   - Bear the Contract name, the <Title> and <bid No.>, and the words “bid Withdrawal Notice.”
3. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.
4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

6.17 Performance Bank Guarantee

i. The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized or
Scheduled Banks except Co-operative Banks in favour of “CEO, Smart City Ahmedabad Development Limited” for the due performance and fulfilment of the contract by the bidder.

ii. The successful bidder will submit an amount equivalent of 10% of the Project Value (CAPEX). All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. However, for Operation & Maintenance phase, the successful bidder will submit the yearly bank guarantee of amount equivalent of 10% of the Project Value (OPEX).

iii. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period (“Validity Period”). However, the yearly bank guarantee submitted during Operation & Maintenance phase, the successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the completion of yearly O&M period (“Validity Period”).

iv. The Performance Bank Guarantee letter format can be found in the Annexure- III of this document.

v. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

vi. If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof

vii. In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens, SCADL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of SCADL under the Contract in the matter, the proceeds of the PBG shall be payable to SCADL as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. SCADL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

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

6.18 Work Order/ Purchase Order

For all installations to be carried out in the AMC libraries under this contract, the contract will be signed with SCADL and the work order will be issued by the SCADL.

6.19 Validity Period of the Contract

Upon selection of the bidder and the contract is made, the validity of the Bidder contract period would be valid till 5 Years after go-live, unless revoked for whatever reasons. If at any stage during the tenure of the period, it comes to the notice of SCADL, directly or through some other complaint, that the Bidder had misinterpreted the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Bidder, this agreement shall stand terminated immediately under intimation to the Bidder.

The contract would be subjected to review at the end of its validity period for renewal. If any need,
necessities for such review during the validity period would be considered by SCADL on its merit.

6.20 Quantity variation

The quantity mentioned in the Commercial Bid format (Section 9) is only for indicative in nature. The actual quantity depends on the actual site survey conducted by the Bidder and after same is approved by SCADL for installations at various locations.

6.21 Price Variation

During the validity of the contract including the extended period if any, if the Bidder supplied any item included in BoM of this RFP to any other department / organization / individual at a price lower than the price fixed in the contract, the bidder must voluntarily pass on the price difference with immediate effect.

6.22 Governing Law

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

6.23 Restriction on Transfer of Agreement

The Bidder shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter to the agreement to any third party or any sister-concerned firm within a group either in whole or in any part i.e., partnership/third party interest shall be created.

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

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

6.25 Terms and Conditions of the Tender

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

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

6.27 Force Majeure

In the event that any damages to items due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during Warranty Period and Maintenance Period shall be the liability of SCADL. In such case, SCADL shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by SCADL to the successful Bidder on mutual understanding.

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

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, SCADL and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding anything to the contrary mentioned above, the decision of the SCADL shall be final and binding on the Bidder.

6.28 Conflict of Interest

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

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

iii. SCADL requires that the Bidder provides professional, objective, and impartial advice and at all times hold the SCADL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
iv. The Bidder shall disclose to SCADL in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the Bidder or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

6.29 Resolution of Dispute

The SCADL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the SCADL/AMC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the SCADL and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Ahmedabad. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

6.30 Compensation for delayed work

The work must be completed in all respect within stipulated time period as mentioned in this RFP, failing which penalty @ 0.3% of order value of unexecuted portion per day for first 7 days and 0.1% per day for every subsequent day of delay, subject to maximum 10% of unexecuted portion of CAPEX order value shall be charged and shall be deducted from the bill or any outstanding payment.
Annexure 1: Technical Bid Format
TB_1: Technical Bid Cover Letter
<<To be printed on bidder company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,
The Chief Executive Officer,
Smart City Ahmedabad Development Limited,
Ramanbhai Patel Bhavan,
Usmanpura,
Ahmedabad, Gujarat – 380013

Subject: Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

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

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the “RFP for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City”. We attach hereto our responses to Technical-Qualification & Commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to SCADL is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SCADL in its shortlisting process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

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

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

<table>
<thead>
<tr>
<th>Signature of Authorized Signatory (with official seal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name :</td>
</tr>
<tr>
<td>Designation :</td>
</tr>
<tr>
<td>Address :</td>
</tr>
<tr>
<td>Telephone &amp; Fax :</td>
</tr>
<tr>
<td>E-mail address :</td>
</tr>
</tbody>
</table>
**TB_2: Bidder Information Format**
<<To be printed on bidder company’s letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

**Bidder information Format**

Please find below the details of bidder for participation in Selection of Bidder for RFP for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

<table>
<thead>
<tr>
<th>#</th>
<th>Particulars</th>
<th>Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the organization</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type of Organization (Pvt. Ltd/ Public Limited)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Address of Registered office</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Company Registration Details</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Date of Registration</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PAN</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>GST</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Number of years of operations in India</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Authorized Signatory Name</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Authorized Signatory Designation</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Authorized Signatory Contact Details</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Authorized Signatory email ID</td>
<td></td>
</tr>
</tbody>
</table>

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

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

**Note:** To be submitted with any other supporting details specified as Document Proof in Section 3
To
The Chief Executive Officer,
Smart City Ahmedabad Development Limited,
Ramanbhai Patel Bhavan, Usmanpura,
Ahmedabad, Gujarat – 380013

Subject: Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document Selection of Bidder for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

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

<table>
<thead>
<tr>
<th>#</th>
<th>Details</th>
<th>FY 2015-16 (i)</th>
<th>FY 2016-17 (ii)</th>
<th>FY 2017-18 (iii)</th>
<th>Average Turnover [(i)+(ii)+(iii)/3]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overall Annual Turnover- Bidder</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Details</th>
<th>Authorized Signatory</th>
<th>Secondary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Id</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Signature of Authorized Signatory (with official seal)
Name:
Designation:
Address:
Telephone & Fax:
E-mail address:

**Note**: To be submitted with any other supporting details specified as Document Proof in Section 3
TB_4: Auditor’s/CA Certificate for turnover for bidder

Date: dd/mm/yyyy

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

<table>
<thead>
<tr>
<th>#</th>
<th>Financial Year Ending</th>
<th>Annual Turnover (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>31st March, 2016</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>31st March, 2017</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>31st March, 2018</td>
<td></td>
</tr>
</tbody>
</table>

**Average Turnover**

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

Yours Sincerely,

______________________________

Signature of Auditor (with official seal)

Name : _______________________

Designation : _______________________

Address : _______________________

Telephone & Fax : _______________________

E-mail address : _______________________

Page 55 of 90
To
The Chief Executive Officer,
Smart City Ahmedabad Development Limited,
Ramanbhai Patel Bhavan,
Usmanpura,
Ahmedabad, Gujarat – 380013

Sir/Madam,
In response to the Tender Ref. No. _______________________ dated ___________ for REQUEST FOR PROPOSAL (RFP) FOR Selection of Bidder for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City, as an owner/ partner/ Director of __________________________, I/ We hereby declare that presently our Company/ firm __________________ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm __________________ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU during last five years, from date of this bid submission.

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

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

Date: dd/mm/yyyy
TB_6: Affidavit

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

Name of work: Selection of Bidder for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ................................................................. nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, from the date of this bid submission.
3. 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 SCADL to verify our statements or our competence and general reputation.
4. The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the SCADL.
5. The SCADL and its authorized representative 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 our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.
6. My/ our offer shall not be considered in case of fake/ forged document(s) found during verification at any stage or at any stage of contract. I/ We are agreed to whatever action(s) taken by competent authority of corporation in the aforesaid circumstances such as forfeiture of security deposit and debarring from participation in future tenders for the period/ years as deemed fit by the corporation and informing the same to all other state/ central level Government/ semi government organizations.

Signed by the Authorized Signatory of the firm

Title of the office:

Name of the firm:

Date:
TB_7: Details of experience

To
The Chief Executive Officer,
Smart City Ahmedabad Development Limited,
Ramanbhai Patel Bhavan,
Usmanpura,
Ahmedabad, Gujarat – 380013

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of Bidder for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

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

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Client:</td>
<td>Approx. Value of Services:</td>
</tr>
<tr>
<td>Client Contact Person, Title/Designation, Tel. No./Address:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>Total No. of Beneficiary from the system:</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td>Total No of client end users:</td>
</tr>
<tr>
<td>Description of Project:</td>
<td>No. of professional staff-months provided by your firm/organization for the proposed Solution:</td>
</tr>
<tr>
<td>Description of Actual Services provided:</td>
<td></td>
</tr>
</tbody>
</table>

**Mandatory Supporting Documents:**

- Work order / Contract for the project/ Purchase Order
- Client Certificate giving present status of the project and view of the quality of services by the Bidder

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)
Name: 
Designation: 
Address: 
Telephone & Fax: 
E-mail address: 

Date: dd/mm/yyyy
### TB_8: Curriculum Vitae (CV) of Manpower

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Details</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposed Position &amp; Skill Set</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name of Firm</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name of Staff [Insert full name]</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Membership of Professional Associations / Societies</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Summary of key Training and Certifications</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Countries of Work Experience: [List countries where staff has worked in the last ten years]</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Language Proficiency</td>
<td>(Read/Write/Speak) - (Excellent/Good/Fair)</td>
</tr>
<tr>
<td>10</td>
<td>Number of years of experience</td>
<td></td>
</tr>
</tbody>
</table>
| 11    | Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided] | From [Year]: ________
To ________

Employer:

Positions held: |
| 12    | Detailed Tasks Assigned [List all tasks to be performed under this assignment] |                                                                          |
| 13    | Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.] | Name of assignment or project:
Year:
Location:
Client:
Main project features:
Positions held:
Activities performed: |

SIGNATURE: ........................................

DATE OF SGNING: Day Month Year
TB_9: Format for Authorization Letters from OEMs
<<To be printed on letter head of OEM and signed by Authorized signatory of OEM>>

Date: dd/mm/yyyy

To
The Chief Executive Officer,
Smart City Ahmedabad Development Limited,
Ramanbhai Patel Bhavan,
Usmanpura, Ahmedabad,
Gujarat – 380013

Sub: Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City – Authorization letter
Ref: Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

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

We assure you that network SLA of 99.0 % availability throughout the project time-line.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support & provide free update and upgrade these equipment / software for the duration of minimum 5 years from the date Go-Live and completion of warranty period (5 year).

Yours faithfully,

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

(Signature of the Authorized Signatory Bidder)
Name
Designation
Seal.
Date:
Place:
Business Address:
Annexure 2: Commercial Bid Format & Instructions


**Commercial Bid Cover Letter**

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

Date: dd/mm/yyyy

To
The Chief Executive Officer,
Smart City Ahmedabad Development Limited,
Ramanbhai Patel Bhavan,
Usmanpura,
Ahmedabad, Gujarat – 380013.

**Subject:** Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

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

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Selection of bidder for “Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.” do hereby propose to provide services as specified in the Bid Document referred above.

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

2. **DEVIATIONS**
   We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations. Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

3. **QUALIFYING DATA**
   We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
4. BID PRICE
   We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

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

   We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

   Thanking you,
   Yours faithfully,

   (Signature of the Authorized Signatory)
   Name
   Designation
   Seal.
   Date:
   Place:
   Business Address:
General instructions for Commercial Bid

1. Bidder should provide all prices as per the prescribed format under this Annexure.
2. All the prices are to be entered in Indian Rupees (INR) only.
3. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc.
4. All prices should be inclusive of all required accessories/parts, installation charges and 5 years onsite from the date of commissioning for repair warranty and comprehensive annual maintenance.
5. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
6. Bidder will have to arrange for storage of the goods at his own cost for storage of any items supplied as part of this scope of work.
7. SCADL reserves the right to ask the successful bidder to submit proof of payment against any of the taxes, duties, levies indicated.
8. The Unit Rate as mentioned in the following formats may be used for the purpose of ‘Change Order’ for respective items including license fee, if any. The unit-rates discovered shall be valid for duration for 5 years from the date of opening of the financial bid.
9. SCADL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this potential demand and give the best possible rate to SCADL.
10. Line items mentioned in the Commercial Formats are for representation purpose and the successful bidder may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
11. No escalations of prices will be considered under any circumstances.
12. Warranty Period is defined as 5 years from the date of Go-Live of the complete system in working condition to the end user. The bidder shall be responsible to maintain the system up to 5 years which includes 5 year of onsite repair warranty and comprehensive Annual maintenance, after 1 year of initial warranty.
Commercial Bid Format

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.

1. Capital Expenditure (CAPEX)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measurement</th>
<th>Quantity (A)</th>
<th>Unit Rate (With Taxes &amp; levies if any, excluding GST) (INR) (B)</th>
<th>Unit Rate (With Taxes &amp; levies if any, including GST) (INR) (C)</th>
<th>Total (With Taxes &amp; levies if any, excluding GST) (INR) (D=A*B)</th>
<th>Total (With Taxes &amp; levies if any, including GST) (INR) (E=A*C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITC of street light Controller for existing functional LED Street Lights (90 - 135W) on Double arm poles with to be made smart &amp; communicable to City’s Command and Control Centre (CCC), as per tender specifications with necessary warranty and communication, Software with updates and upgrades, gateway infrastructure etc. for 5 years</td>
<td>Nos</td>
<td>11,400</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SITC of street light Controller for existing functional LED Street Lights (80 - 130W) on Single arm poles with existing to be made smart &amp; communicable to City’s Command and Control Centre (CCC), as per tender specifications with necessary warranty and communication, Software with</td>
<td>Nos</td>
<td>2,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### A Capital Expenditure (CAPEX)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measurement</th>
<th>Quantity (A)</th>
<th>Unit Rate (With Taxes &amp; levies if any, excluding GST) (INR) (B)</th>
<th>Unit Rate (With Taxes &amp; levies if any, including GST) (INR) (C)</th>
<th>Total (With Taxes &amp; levies if any, excluding GST) (INR) (D=A*B)</th>
<th>Total (With Taxes &amp; levies if any, including GST) (INR) (E=A*C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>updates and upgrades, gateway infrastructure etc. for 5 years</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
1. All Communication, gateway charges, accessories, any other medium considered to be essential for successful to and from communication between luminaire and Integrated Command and Control Centre (ICCC) should be included in the CAPEX cost.
2. SCADL reserves the right to increase / decrease the quantity of the controllers during the entire project duration. The bidder is expected to provide the services at the quoted rate for the entire project duration.

### Operational and Maintenance Expenditure (OPEX)

**Note:**
1. If required, O&M can be extended for another 2 years at a 10% increment on year to year basis.
2. The total OPEX cost needs to be at-least 6% of total CAPEX cost, failing which the bidder submission will be rejected.
<table>
<thead>
<tr>
<th>Sr.</th>
<th>Item Description</th>
<th>Units of Measurement</th>
<th>Quantity</th>
<th>Total 1st Year Rate (With Taxes &amp; levies if any, excluding GST) (INR)</th>
<th>Total 2nd Year Rate (With Taxes &amp; levies if any, excluding GST) (INR)</th>
<th>Total 3rd Year Rate (With Taxes &amp; levies if any, excluding GST) (INR)</th>
<th>Total 4th Year Rate (With Taxes &amp; levies if any, excluding GST) (INR)</th>
<th>Total 5th Year Rate (With Taxes &amp; levies if any, excluding GST) (INR)</th>
<th>Total For 5 years (With Taxes &amp; levies if any, excluding GST) (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost incurred in Manpower Deployment, necessary stationery and miscellaneous charges. (01 Personnel should have knowledge of Electrical Engineering Concepts and another of Data Analytics necessary for daily running of operations of the scope of work.)</td>
<td>Nos</td>
<td>11,400</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Necessary OPEX Charges for successful running of all the project components for 05 years from the date of commissioning.</td>
<td>Nos</td>
<td>2,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total for 5 Years (in Figures)
### A. Commercial Bid Summary

<table>
<thead>
<tr>
<th>#</th>
<th>Commercial Bid Summary</th>
<th>Total Price (INR) Without Tax</th>
<th>Total Price (INR) With Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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**Total Project Cost (INR)**

**Total Project Cost In words**
Annexure 3: Agreement Formats
ANNEXURE- I: Undertaking

(The Undertaking as per following format on non-judicial stamp paper of Rs. 100/- is to be furnished by contractor / successful bidder when asked by SCADL after opening of tenders/Price bid.)

**Name of Work:** Selection of Bidder for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.

**Ref:** Tender Notice No. ______________________

Respected Sir

We had participated for the above-mentioned work and we were qualified for the criteria mentioned in the subjected works tender.

Upon asked by SCADL, we hereby give our consent with this undertaking to carry out and execute the works of upgradation of All AMC libraries with integrated lighting management system in Ahmedabad city, if the same is awarded to ______ above/below the estimated rates.

We hereby agree and abide ourselves and assure SCADL that we will not deny to carry out and execute the work if the same is awarded to us by the competent authority of SCADL at above mentioned rates and terms mentioned in the subjected work's tender, failing which, competent authority of SCADL may take penalty actions like disqualifying or debarring us for future works of SCADL for the period as decided by SCADL upon their discretion, or any other action as decided by competent authority of SCADL.

This undertaking will remain in force up to .............................................

**Sign and Stamp of Contractor / Successful Bidder.**
ANNEXURE- II: Master Service Agreement

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

This AGREEMENT is made at __________, Ahmedabad, Gujarat on this _____ day of _____, ____,
BETWEEN
-----------------------------, hereinafter referred to as "Client", or "SCADL" (which expression unless repugnant to the context therein shall include its administrator and permitted assignees) of the FIRST
PART;
AND
-----------------------------, a company registered under the Companies Act, 1956 or partnership firm
registered under Indian Partnership Act 1932 or Proprietary Firm having its registered office at -----------
-----------------------------, hereinafter referred to as "Service Provider" or "SP" or "Vendor" or "Bidder", (which
expression unless repugnant to the context therein, shall include its successors, administrators, executors
and permitted assignees), of the SECOND PART.

Whereas SCADL has envisaged the Selection of Bidder for (Hereinafter referred to as the “Project”); and
whereas SCADL published the RFP for Selection of Bidder for Augmentation / Up-gradation of existing
LED streetlight to Smart LED streetlights by adding the controller system including operation and
maintenance in Ahmedabad City;

And whereas M/s. ----------------------------- has submitted its proposal for “Selection of Bidder for Augmentation /
Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City.”;

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

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

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

1. Definitions

In this Agreement, the following terms shall be interpreted as indicated, -
(a) “SCADL” means Smart City Ahmedabad Development Limited;
(b) “Contract” means this Agreement entered into between SCADL and the Bidder including all
attachments and annexure thereto and all documents incorporated by reference therein;
(c) “Bidder” means M/s. ----------------------------- interchangeably referred to as “Bidder” in the contract; and
(d) “RFP” means the Tender Published by SCADL (Ref. No. ------) and the subsequent Corrigenda /
Clarifications issued.
(e) "Go Live or successful completion of implementation of the project" date means the day after the
date on which the proposed project stream becomes operational after successful conclusion of all
acceptance tests to the satisfaction of SCADL.
(f) "Deliverable" means any action / output generated by the Bidder while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work.

(g) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the Bidder for this Project.

2. Interpretation

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

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

3. Term of the Agreement

The term of this agreement shall be a period of 5 years (inclusive 5 years of warranty) post acceptance.

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Service Provider, SCADL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 5 years post 3 months of successful running of complete network. (Note: Delay caused due to any reason not in control of the Bidder could not be attributed to the project period.)

SCADL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 5 years of post-implementation period. Terms and conditions of such an extension shall be prepared by SCADL and finalized in mutual discussion with the Bidder.

4. Payment Schedule & Milestone

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

5. Scope Extension

SCADL reserves right to extend the scope of services for the price & timelines as given in Annexure I & Annexure II to this Agreement.
6. Use & Acquisition of Assets during the term

Service Provider shall

- take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the bidder exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the Bidder or AMCs or SCADL) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the SCADL however, the Service Provider would be custodian of the same during the entire contract period including O & M and would take care of all damage, insurance, theft etc.

- Maintain sufficient spare inventory at all times, for all items of importance;

- keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP

- ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the bidder will be followed by the Bidder & any person who will be responsible for the use of the Asset;

- take such steps as may be recommended by the manufacturer of the Assets & notified to the bidder or as may be necessary to use the Assets in a safe manner;

- provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;

- To the extent that the Assets are under the control of the bidder, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,

- Provide and facilitate access to SCADL/AMC or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;

- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;

- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;

- Obtain a sign off from SCADL or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of the Assets shall vest with SCADL on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with SCADL upon creation of such asset. Bidder shall not use SCADL data to provide services for the benefit of any third party, as a service bureau or in any other manner. If damage to the assets is found unacceptable to the SCADL, then corresponding penalty/liquidated damages shall be recovered from Bidder from the fees payable.
7. Security and safety

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

8. Indemnity

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

i. any mis-statement or any breach of any representation or warranty made by the Bidder or

ii. The failure by the Service Provider to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub-contractors pursuant to this Agreement, or the PERFORMANCE STANDARDSs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party’s trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than Service Provider or its sub-contractors; (B) Third Parties (i.e., other than Service Provider or sub-contractors) at the direction of SCADL, or

iii. any compensation / claim or proceeding by any third party against SCADL arising out of any act, deed or omission by the Service Provider or

iv. Claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

v. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.
9. Third Party Claims

a. Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s performance or non-performance under this Agreement or the PERFORMANCE STANDARDs.

b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

(i) The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

(ii) The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

(iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

(iv) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

(v) bidder hereby indemnify & hold indemnified the SCADL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

(vi) all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &

(viii) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

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

10. Publicity

Any publicity by the bidder in which the name of SCADL is to be used should be done only with the explicit written permission from SCADL.
11. Warranties

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

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

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

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

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

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

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

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

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

13. Resolution of Disputes

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

If the Bidder doesn’t agree with the opinion of the CEO, SCADL, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by SCADL/ AMC and the other one to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Ahmedabad.

Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.
14. Limitation of Liability towards SCADL/ AMC Libraries

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

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

15. Conflict of Interest

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

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

16. Data Ownership

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

17. Intellectual Property Rights

a) For the customized solution developed for the project, IPR of the solution would belong exclusively to the SCADL/ AMC. The Bidder shall transfer the source code to SCADL/ AMC at the stage of successful implementation of the respective smart element. Bidder shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. SCADL/ AMC may permit the Bidder, right to use the customized software for any similar project being executed by the same Bidder, with payment of reasonable royalty to SCADL/ AMC for the same.

b) Deliverables provided to SCADL/ AMC by Service Provider during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between Service Provider and SCADL/ AMC, immediately upon creation, vest in SCADL/ AMC. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to SCADL a worldwide, perpetual,
irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of SCADL.

18. Fraud and Corruption

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

a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of SCADL/ AMC/ AMC libraries in contract executions.

b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to SCADL/ AMC/ AMC libraries, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive SCADL of the benefits of free and open competition.

c. “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which is given in the contract.

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

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

19. Exit Management

(i) Exit Management Purpose

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

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

(ii) Confidential Information, Security and Data

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

a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Surveillance Project, Project’s Intellectual Property Rights; any other data and confidential information related to the Project;

b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the SCADL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to SCADL/ AMC, or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

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

(iv) Rights of Access to Information

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

(v) Exit Management Plan

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

a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project’s operations as a result of undertaking the transfer;

c) Plans for provision of contingent support to the Surveillance Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.

d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.

e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by SCADL or its nominated agencies.

f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
g) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.

h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

20. Termination of Contract

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

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

Prior to providing a notice of termination to the Bidder, SCADL shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/ default of the Contract, if SCADL is of the view that the breach may be rectified. On failure of the Bidder to rectify such breach within 30 days, SCADL may terminate the contract by providing a written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SCADL. In such event the Bidder shall be liable for penalty/liquidated damages imposed by the SCADL. The performance Guarantee shall be forfeited by the SCADL.

Consequences of Termination

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

Plans and drawings

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

21. Miscellaneous

a) Confidentiality

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

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

a. The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to SCADL/ AMC whose data is used but also to its stakeholders. Service Provider, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in SCADL & its nominees receiving a right to seek injunctive relief & damages from the Service Provider.

b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &

i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;

ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &

iii. not, without the Discloser’s prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient’s use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &

iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
c. The restrictions of this Article shall not apply to confidential Information that:
   i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
   ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
   iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
   iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
   v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
   i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
   ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.

f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.

g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the PERFORMANCE STANDARDSs, the termination or expiry of the PERFORMANCE STANDARDSs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.

h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that SCADL/ AMC& bidder, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.

j. in connection with the Services, Service Provider may from time to time undertake one or more quality assessment reviews for the purpose of improving the Project. In order for such reviews to be frank & candid, for the greatest benefit to both SCADL/ AMC& Service Provider, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of Service Provider which is licensed to SCADL/ AMC for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against Bidder related to this Agreement or the Services.

b) Standards of Performance

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

c) Sub Contracts

Sub-contracting / out sourcing would be allowed only in O&M phase for work like

- Provisioning of technical man-power for operations and maintenance of application, hardware and cloud.

The bidder is expected to provide details of the sub-contractors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the Bidder shall be considered as sub-contracting. The Bidder shall solely responsible for the work carried out by subcontracting under the contract. Bidder shall be the sole point of contact for the entire project throughout the project period.

d) Care to be taken while working at Public Place

Bidder should follow instructions issued by concerned Competent Authority and SCADL from time to time for carrying out work at public places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and SCADL in writing and pay necessary charges towards fixing of the damage. Bidder should also ensure that no traffic congestion/public inconvenience is caused while carrying out work at public places.
Bidder shall ensure that its employees/representatives don’t breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e) Compliance with Labor regulations

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

f) Independent Contractor

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

g) Waiver

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

h) Performance Guarantee

The Bidder shall submit performance guarantee which is unconditional & irrevocable bank guarantee equal to an amount equivalent of 10% of the Project Value (CAPEX). However, for Operation & Maintenance phase, the bidder will submit the yearly bank guarantee of amount equivalent of 10% of the Project Value (OPEX). in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance bank guarantee shall be from Nationalized or Scheduled Banks except Co-operative Banks in favor of “CEO, Smart City Ahmedabad Development Limited”.

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

i) Personnel/Employees

Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider or its sub-contractors, & under no circumstances will such personnel be considered as employees of SCADL. Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel’s employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from
time to time. The SCADL shall not be responsible for the above issues concerning to personnel of Service Provider.

ii. Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services.

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

j) Variations & Further Assurance

a. No amendment, variation or other change to this Agreement or the PERFORMANCE STANDARDSs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.

b. Each Party to this Agreement or the PERFORMANCE STANDARDSs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the PERFORMANCE STANDARDS.

k) Severability & Waiver

a) if any provision of this Agreement or the PERFORMANCE STANDARDSs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the PERFORMANCE STANDARDSs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

b) No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the PERFORMANCE STANDARDSs of any right, remedy or provision of this Agreement or the PERFORMANCE STANDARDSs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

l) Entire Agreement

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

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

n) The stamp duty payable for the contract shall be borne by the Service Provider.

22. Applicable Law

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

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

Signed, sealed and delivered

By --------------------------

----------------------------------------------

For and on behalf of the \textbf{SCADL. Ahmedabad}

Signed, sealed and delivered

By --------------------------

For and on behalf of the “Service Provider”,

----------------------------------------------

Witnesses:

(1)

(2)

Attachments to the Agreement:

1) Scope of Services for the Service Provider
2) Detail Commercial proposal of the Service Provider accepted by SCADL
3) Corrigendum Document published by SCADL subsequent to the RFP for this work
4) RFP Document of SCADL for this work
5) LoI issued by the SCADL to the successful bidder
6) The successful bidder’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP
7) Payment Schedule and Milestones
ANNEXURE- III: Format for Performance Bank Guarantee

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

IN CONSIDERATION OF .................................................., Through .................................
SCADL, Ahmedabad (Smart City Ahmedabad Development Limited) for Selection of Bidder for Augmentation / Up-gradation of existing LED streetlight to Smart LED streetlights by adding the controller system including operation and maintenance in Ahmedabad City. (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated the ...............day of ............... 2018 executed between SCADL on the one part and the Company (Name of the Company) on the other part (hereinafter referred to as “the said AGREEMENT) and on the terms and conditions specified in the Contract, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed hereto.

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

i. Due performance and observances by the Company of the terms covenants and conditions on the part of the Company contained in the said AGREEMENT, AND

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

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

a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of SCADL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till SCADL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.
b) We shall not be discharged or released from liability under this Guarantee by reason of
   a. any change in the Constitution of the Bank or
   b. any arrangement entered into between SCADL and the Company with or without our
      consent;
   c. any forbearance or indulgence shown to the Company,
   d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
   e. any time given to the Company, OR
   f. any other conditions or circumstances under which in a law a surety would be discharged.

c) Our liability hereunder shall be joint and several with that of the Company as if we were the
   principal debtors in respect of the said sum of Rs………………………. (Rupees
   ………………………………………. Only).

d) We shall not revoke this guarantee during its currency except with the previous consent of SCADL
   in ……………………… department in writing;

e) Provided always that notwithstanding anything herein contained our liabilities under this
   guarantee shall be limited to the sum of Rs………………………. (Rupees…………………… only) and shall
   remain in force until SCADL certifies that the terms and conditions of the said AGREEMENT have
   been fully and properly carried out by the Company.

f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment
   or any portion thereof due to SCADL under the said AGREEMENT or if the Company fails to
   perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions
   contained in the said AGREEMENT by the Company, the Bank shall pay to SCADL demand without
   any demur, such sum as may by demanded, not exceeding Rs………………………….
   (Rupees…………………………………) and that the Bank will indemnify and keep SCADL indemnified
   against all the losses pursuant to the said AGREEMENT and default on the part of the Company.
   The decision of SCADL that the default has been committed by the Company shall be conclusive
   and final and shall be binding on the Bank/Guarantor. Similarly, the decision of SCADL as regards
   the Agreement due and payable by the Company shall be final and conclusive and binding on the
   Bank/Guarantor.

g) SCADL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting
   this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify
   the said AGREEMENT or any terms thereof or grant any extension of time or any facility or
   indulgence to the Company and Guarantee shall not be released by reason of any time facility or
   indulgence being given to the Company or any forbearance act or omission on the part of SCADL
   or by any other matter or think whatsoever which under the law, relating to sureties so releasi
   ng
   the guarantor and the Guarantor hereby waives all suretyship and other rights which it might
   otherwise be entitled to enforce.

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

1..........................................................................................

2..........................................................................................

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

1..........................................................................................

2..........................................................................................