



**Smart City**  
MISSION TRANSFORM-NATION

## **Request for Proposal**

### **Implementation and Operation of mobile based Citizen Service Delivery and Collaboration Platform for city of Gwalior**

Ref Number: [GSCDCL/011/2017]

Date: [16/08/2017]

**Gwalior Smart City Development Corporation Limited,**

**Gwalior**

**Nagar Nigam Office, City Centre, GWALIOR, Madhya Pradesh,  
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## Gwalior Smart City Development Corporation Limited

Email: [gscdcltender@gmail.com](mailto:gscdcltender@gmail.com); Phone: 0751 2438386

### **NOTICE INVITING TENDER**

NIT No. GSCDCL/011/2017

Date: 16-08-2017

Gwalior Smart City Development Limited (GSCDCL) invites online bids from eligible bidders through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) for **“Request for Proposal for the Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior”**.

The details are as under:

Sr. No.	Event's Name	Information
1.	Estimated Cost of the work	Rs. 50,00,000 (Rupees Fifty Lakh Only)
2.	Tender document Fee	Rs.5,000 (Rupees Five Thousand only) through Online e-Tendering Payment Gateway only
3.	Earnest Money Deposit (EMD)	Rs. 50,000 (Rupees Fifty Thousand Only)
4.	Last date for sending pre-bid queries	24 Aug, 2017 till 17:00 hrs. at <a href="mailto:gscdcltender@gmail.com">gscdcltender@gmail.com</a>
5.	Date, Time & Place of Pre-bid Meeting	25 Aug 2017 at 15:00 hrs. Venue: Gwalior Smart City Development Limited,
6.	Last date for Online Purchase of Tender Document	06 September 2017 till 17:30 hrs.
7.	Last date of Online Submission of Bids	07 September 2017 till 17:30 hrs.
8.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	11 September 2017 till 17:30 hrs.
9.	Date & Time for Opening of Pre-Qualification and Technical Proposal	12 September 2017 till 13:00 hrs.
10.	Date & Time for Opening of Financial Proposals	Will be intimated later to the technically qualified bidders
11.	Project Award Criteria	Through a Quality and Cost Based Selection (QCBS) process (80:20)

**Executive Director  
Gwalior Smart City Development Corporation Limited**

**Disclaimer**

Gwalior Smart City Proposed (**SCP**) has been selected to implement the Area Based Development (**ABD**) and pan-city proposals by Government of India (**GoI**) under Smart City Mission (**SCM**). Gwalior SCP proposes smart solutions in ABD and cross pan-city providing various Smart feature/infrastructure.

To implement Smart City projects in Gwalior, Gwalior Municipal Corporation (**GMC**) and Madhya Pradesh Urban Development Corporation has formed a SPV called Gwalior Smart City Development Corporation Ltd. (**GSCDCL**).

The GSCDCL has prepared this Request for Proposals (**RFP**) for the “Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior”. The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the Citizen Service Delivery and Collaboration Platform. GSCDCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GSCDCL or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on GSCDCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. The bidders should go through the RFP in detail and bring to notice of GSCDCL any kind of error, misprint, inaccuracy, or omission.

GSCDCL reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a proposal by under or pursuant to this RFP.

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Definitions/Acronyms

<b>Terms</b>	<b>Meaning</b>
<b>CSP</b>	Cloud Service Provider
<b>DC</b>	Data Center
<b>DRC</b>	Disaster Recovery Center
<b>EMD</b>	Earnest Money Deposit
<b>GIS</b>	Geographical Information System
<b>ISO</b>	International Organization for Standardization
<b>GSCDCL</b>	Gwalior Smart City Development Corporation Limited (Authority)
<b>LOA</b>	Letter of Acceptance
<b>SCP</b>	Smart City Proposal
<b>MIS</b>	Management Information System
<b>NIT</b>	Notice Inviting Tender
<b>SLA</b>	Service Level Agreement
<b>SCM</b>	Smart City Mission
<b>SPV</b>	Special Purpose Vehicle
<b>TCV</b>	Total Contract Value
<b>TDS</b>	Tax Deducted at Source
<b>UAT</b>	User Acceptance Testing
<b>VAT</b>	Value Added Tax

## 1. Introduction

### 1.1. Background Information

Gwalior SCP has been selected by the Government of India (GoI) under Smart City Mission (SCM) in the second round of smart cities challenge wherein Gwalior secured 9th position.

The ABD proposal spreads across a total area of 803 acres, having a population of 1.02 Lakhs which is almost 8.8% of the total population of Gwalior city. The 771 acres, earmarked area is proposed to be retrofitted with smart features/infrastructure wherein out of total proposed area, 32 acres of land will be redeveloped with zonal/layout/building level smart features/infrastructure in accordance with SCP and SCM guidelines.

The pan city proposal is divided into thirteen projects packaged into three modules namely Intelligent Operations and Control Unit, Urban Transit Module and Waste Management Module.

For the purpose of implementing the Smart Cities project, Gwalior Smart City Development Corporation Limited (GSCDCL) (the “Authority”), a Special Purpose Vehicle (SPV) for Gwalior Smart City Project has been incorporated as a public limited company, under the Indian Companies Act, 2013. District Collector is Chairman and Municipal Commissioner is Executive Director of the GSCDCL. GSCDCL has received funds from GoI and Government of Madhya Pradesh (GoMP) for the development of Gwalior as smart city. GSCDCL intends to apply part of this fund for the said services.

### 1.2. Objectives

GMC has taken up various measures towards effective service delivery for its citizens and envisages engaging with them to get feedback and suggestion to continuously improve overall performance and make Gwalior as a city of choice for people to live in. GMC has also been continuously working towards making the lives of citizens simpler by employing ICT to deliver various Corporation-to-Citizen services in a transparent and efficient manner. To engage the people of the city in formulating its policy initiatives bringing an all-round inclusive growth, the state is planning to implement a citizen centric solution.

Citizen Collaboration Cell for the City of Gwalior would be leveraged by authorities in closing the loop by implementing citizens’ feedback on the current initiatives of the state Corporation. Further, it would encourage citizen’s participation in the future governance initiatives planned by the Corporation. This platform will be used for delivering services through various channels like web/mobile, crowd sourcing ideas, concepts, suggestions and feedback for improvising their governance models/schemes, etc.

Gwalior has a mix of urban-migrant populace and GMC plans to engage with citizens on critical matters of governance relevant to the city and its demographics.



The envisaged objective of citizen collaboration cell of GMC is to achieve collaborative governance through following methods

- Tap the pulse of the city
- One stop point for delivery of citizen services
- Understand the essence/Root cause
- Invite opinions on pain points of a domain
- Disseminate information such as relating to Schemes, projects
- Receive Expert Advice from SMEs
- Inspire people to contribute to Nation Building
- Easy and fast grievance redresser

# Instructions to Bidders

## **2. Instruction to Bidders**

### **2.1. General Information and Guidelines**

#### **2.1.1. RFP Format**

The Request for Proposal (RFP) consists of.

1. Instruction to Bidders & Scope of Work containing:
  - a. Instructions with respect to the bid process management, technical evaluation framework and the technical & financial forms,
  - b. Scope of work & Information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, for the selected bidder and functional requirements; and
  - c. The contractual, legal terms & conditions applicable for the proposed engagement.

#### **2.1.2. Purpose**

The Authority seeks the services of a reputed IT company, for “Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in Section 3.0 of this RFP document.

#### **2.1.3. Consortium**

- i. The Bidder for participation in the selection process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single entity and a Consortium.
- ii. No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of Authority.
- iii. No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- iv. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member;
- b) Members of the Consortium shall nominate one member as the Lead Member
- c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
- d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
- e) Members of the Consortium shall submit a declaration as set out in Annexure 1.4 inter alia consisting of the following:
  - Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise,
  - Commit to the profit and loss sharing ratio of each member,
  - Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
  - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
  - Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
  - Undertake that all Members shall comply with all lock-in requirements set forth in the RFP.
- f) The technical and commercial capacity and Net Worth of the Members shall satisfy the conditions of eligibility as prescribed in this RFP;
- g) Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of Authority. Provided that in the event of any such

approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall at least have equivalent or higher financial, technical and legal qualifications as the outgoing consortium member, and to the satisfaction of Authority. In the event Authority does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified proposed replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.

- h) All members of the consortium are required to follow the highest level of work ethics. If any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

#### **2.1.4. Sub-Contracting**

The bidder would not be allowed to sub-contract work.

#### **2.1.5. Completeness of Bid**

- 1 The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

#### **2.1.6. Proposal Preparation Costs**

- 1 The bidder shall submit the bid at its cost and expense. Authority shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over the Authority and the Authority shall be at liberty to cancel any or all bids without giving the reasons or any notice.
- 2 All materials submitted by the bidder shall be the absolute property of Authority and no assortment of any copyright etc. shall be entertained by Authority.

#### **2.1.7. Pre-bid Meeting and Queries**

1. Authority will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The representatives, limited to 2, of the interested organizations may attend the

pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each interested organization with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

2. All Bidder shall e-mail their queries to [gscdcltender@gmail.com](mailto:gscdcltender@gmail.com) in the form and manner as prescribed in Annexure 6. The response to the queries will be published on [www.mpeproc.gov.in](http://www.mpeproc.gov.in). No telephonic / queries will be entertained thereafter. The Authority makes no warranty as to the accuracy and completeness of any responses.
3. Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.
4. Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority.

#### **2.1.8. Amendment of RFP Document**

- 1 All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. Authority also reserves the right to amend the dates mentioned in this RFP.

#### **2.1.9. Supplementary Information to the RFP**

If Authority deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### **2.1.10. GSCDCL's Right to Terminate the Process**

Authority may terminate the RFP process at any time and without assigning any reason or notice. Authority reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

#### 2.1.11. Verification of information and app demonstration

- a) The Bidder are encourage to visit and examine the details presented in the scope of work and also the mobile application prototypes available for demonstration and gathering all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) Authority will arrange demonstration for the Bidder and any of its personnel or agents gain access to the relevant information, provided that the Bidder gives Authority adequate notice of not less than 5 (Five) business days prior to such proposed visit.
- c) No demonstration visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

Agreement to any third party under any circumstances. All the "Gwalior 'One City One App' artifacts conceptualized, created, and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of GSCDCL. The selected agency shall take all such appropriate legal actions to safeguard violation of GSCDCL's intellectual property rights, if any.

#### 2.1.12. Force Majeure

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

Implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### 2.1.13. **Exit Management**

An Exit Management plan shall be furnished by BIDDER in writing to the Authority within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.

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

1. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
2. Exit Management plan in case of normal termination of Contract period
3. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
4. Exit Management plan in case of termination of BIDDE

b) Exit Management plan at the minimum adhere to the following:

- i. Three (3) months of the support to Replacement Service Provider post termination of the Contract

Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment's, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ Authority

- b. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to BIDDER on successful completion of handover and knowledge transfer

In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both BIDDER and Authority shall comply with the Exit Management Plan.

- c. During the exit management period, BIDDER shall use its best efforts to deliver the services.

#### 2.1.14. **Transfer of Ownership**

Bidder must transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time of Acceptance of System. This includes all licenses,



titles, source code, certificates, hardware, devices, equipment's etc. Related to the system designed, developed, installed and maintained by BIDDER. BIDDER is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by BIDDER for the use of GSCDCL. For any pre-existing work, BIDDER and GSCDCL shall be held jointly responsible and its use in any other project by BIDDER shall be decided on mutual consent.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, BIDDER shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for BIDDER in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. BIDDER shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

## **2.2. General Contract Conditions**

### **2.2.1.1. Settlement of Disputes**

- In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- The Arbitration proceedings shall be held in Gwalior, Madhya Pradesh, India.
- The Arbitration proceeding shall be governed by the substantive laws of India.
- The proceedings of Arbitration shall be in Hindi/English language.
- Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning,

operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

- In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Gwalior High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.

Any letter, notice or other communications dispatched to BIDDER relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by BIDDER shall be deemed to have been received by BIDDER although returned with the remarks, refused undelivered' where about not known or words to that effect or for any other reasons whatsoever.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

### **2.2.2. Termination**

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

Where the Authority is of the opinion that there has been such Event of Default on the part of BIDDER/BIDDER's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of BIDDER to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

Where it comes to the Authority's attention that BIDDER (or BIDDER's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of BIDDER's Bid, the RFP or this Contract.

Where BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against BIDDER, any failure by BIDDER to pay any of its dues to its creditors, the institution of any winding up proceedings against BIDDER or the happening of any such events that are adverse to the commercial viability of BIDDER. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity.

Termination for Insolvency: The Authority may at any time terminate the Contract by giving written notice to BIDDER, without compensation to BIDDER, if BIDDER becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.

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

### **2.2.3. Consequence of Termination**

In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which BIDDER shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/ or the successor agency/ service provider, as may be required, to take over the obligations of BIDDER in relation to the execution/continued execution of the requirements of the Contract.

36.2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of BIDDER or due to the fact that the survival of BIDDER as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to BIDDER, shall pay BIDDER for that part of the Services which have been authorized by the Authority and satisfactorily performed by BIDDER up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to BIDDER as may be required to offset any losses caused to the Authority as a result of any act/omissions of BIDDER. In case of any loss or damage due to default on the part of BIDDER in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, BIDDER shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of BIDDER as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of BIDDER's Bid, the Bid Document and the Contract

Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under law.

- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **2.2.4. Service Level Agreement Control**

General: It is acknowledged that **Service levels may change as Authority's business needs evolve over the course of the contract period.** As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the Service Levels
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. Authority and BIDDER management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

**Service Level Change Process:** The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party .Unresolved issues shall also be addressed. BIDDER's representative shall maintain and distribute current copies of the Service

Level document as directed by Authority. Additional copies of the current Service Levels shall be available at all times to authorized parties.

- **Version Control/Release Management:** All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

#### **2.2.5. Delivery of Goods**

BIDDER shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for "Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior." at all locations identified by the Authority in Gwalior or Madhya Pradesh.

The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Authority.

BIDDER shall only procure the hardware and software after approvals from a designated Committee/Authority.

#### **2.2.6. Warranty Service**

A comprehensive warranty applicable on goods supplied under this contract shall be provided for the period of contract from the date of acceptance of respective system by the Authority.

- Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications
- The BIDDER warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the BIDDER and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- The BIDDER warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the

Specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

The BIDDER further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Authority's Specifications) or from any act or omission of the BIDDER, that may develop under normal use of the supplied Goods in the original conditions.

The Authority shall promptly notify the BIDDER in writing of any claims arising under this warranty.

Upon receipt of such notice, the BIDDER shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Authority may have against the BIDDER under the Contract.

If the BIDDER, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary, at the BIDDER's risk and expense and without prejudice to any other rights which the Authority may have against the BIDDER under the Contract.

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

### **2.3. Key Requirements of the Bid**

#### **2.3.1. RFP Document/Tender Fee**

RFP can be downloaded from the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). RFP Document Fee of Rs. 5,000 (Rupees Five Thousand Only) shall be paid through online e-Tendering Payment Gateway only. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

#### **2.3.2. Earnest Money Deposit (EMD)**

- 1 In terms of this RFP, a Bidder is required submit EMD of Rs. 50,000 (Rupees Fifty Thousand Only) in the form of DD / FDR / BG issued by any nationalized / scheduled commercial bank in favour of Executive Director, GSCDCL, Gwalior.
- 2 The Unsuccessful Bidder's EMD will be returned within 90 days from the date of opening of the financial proposal. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Annexure 9 of the RFP.

- 3 No interest will be paid by Authority on the EMD amount and EMD will be refunded to the all Bidders (including the successful bidders) without any accrued interest on it.
- 4 The Bid submitted without EMD, mentioned above, will be summarily rejected.
- 5 The EMD may be forfeited:
  - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then Authority shall reject the bid and may also initiate such necessary action, as it may deem fit.
- 6 The decision of Authority regarding forfeiture of the EMD shall be final and binding upon bidders.

## 2.4. Bid Submission Instructions

### 2.4.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

### 2.4.2. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in three covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
<b>Cover 1</b>	Proof of submission of RFP Document Fee and Scanned copy of EMD
<b>Cover 2: Pre-Qualification &amp; Technical Proposal</b>	The Pre-Qualification & Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <u>Annexure 1</u> & <u>Annexure 2</u> of the RFP  Pre-Qualification Proposal should be submitted through online bid

Particulars	Instructions
	submission process and also in Hard Copy as mentioned in the NIT.
<b>Cover 3: Financial Proposal</b>	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <u>Annexure 3</u> of the RFP.  Financial Proposal should be submitted through online bid submission process only.

**Note: Authority will conduct the bid evaluation based on documents submitted through online e-tendering portal.**

**2. The following points shall be kept in mind for submission of bids;**

- a. Authority shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
- c. Authority may seek clarifications from the Bidder on the technical proposal. Any of the clarifications henceforth provided by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the pre-qualification criteria stated in Section 2.4.4 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall not be opened in the e-Tendering system.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which Authority reserves the right to reject the proposal.



### **2.4.3. Late Bid and Bid Validity Period**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the last date of online submission of bid.

### **2.4.4. Modification and Withdrawal of Bids**

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

### **2.4.5. Non-conforming Bids**

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of Authority.

### **2.4.6. Language of Bids**

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at Authority's discretion.

### **2.4.7. Authentication of Bid**

- a) Authorized person of the bidder who signs the bid shall obtain the Authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in Annexure 7, authorizing the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure 7.

### **2.4.8. Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## **2.5. Evaluation Process**

- a. Authority will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders.
- b. The BEC constituted by Authority shall evaluate the responses to the RFP (Cover 1, Cover 2, and Cover 3) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained in this regard.
- d. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e. The BEC reserves the right to reject any or all proposals in case of deviation or non-conformity of bids with the RFP conditions on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

### **2.5.1. Bid Opening**

- a. Complete transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. Authority reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
  - Stage 1 - RFP Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
  - Stage 2 - Financial Proposal

- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the Tender Notice. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Financial Proposals of only those bidders will be opened who scores equal to or more than 70 (Seventy) marks in Technical Evaluation.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for Authority, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, Authority will continue process and open the bids of the all bidders
- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected.

## 2.5.2. Evaluation of Technical Proposals

### Pre-Qualification Proposal

- a) Authority shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **Cover 1** are as per requirements of the RFP, AUTHORITY shall open **Cover 2** marked "Pre-Qualification & Technical Proposal". **Each of the Pre-Qualification condition mentioned in Section 2.4.4 of the RFP is mandatory.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 1.1
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 2.4.4 of the RFP.

### Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- b) Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 2.4.5 of the RFP.
- c) Bidders shall make the technical presentation of the proposal to Authority as per the agenda mentioned in Section 2.4.5 of the RFP.
- d) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 2.4.5 of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- e) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others components) as required for technical evaluation.
- f) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- g) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- h) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- i) Authority reserve the right to accept or reject any or all bids without giving any reasons thereof.
- j) Authority shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### 2.5.3. Financial Proposal Evaluation

- a) All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals of the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in Annexure 3.2 shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be calculated based on the financial format given in Annexure 3.2 of the RFP Volume I.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

### 2.5.4. Pre-Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

S No	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Bidder should be registered in India under Companies Act, 1956/2013 or as amended and should have been in operation for at least 3 years as on date of submission of the bid.	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013</li> </ul>
PQ2	Turnover	The Bidder should have average annual Turnover of Rs. 5 Crores in last 3 audited financial years (2013-14, 2014-15, 2015-16) from the business area of IT System Integration and Software Development Services.	<ul style="list-style-type: none"> <li>• Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years.</li> <li>• Certificate from the Statutory Auditor on turnover details from the "business areas" over</li> </ul>



S No	Basic Requirement	Specific Requirements	Documents Required
			the last 3 (Three) financial years 2013-14, 2014-15 and 2015-16
<b>PQ3</b>	Technical Capacity	The Bidder should have completed minimum 2 projects for Development of Mobile Application, Development for Central Government / State Government / Urban Local Bodies/ PSU in Indian.	Work Order & Client Completion Certificate
<b>PQ4</b>	Blacklisting	As on date of submission of the proposal, the Bidder should not have blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, in past 3 (Three) years.	Undertaking by the authorized signatory as per the format given as Annexure 4

#### Technical Evaluation Criteria

Sr. No.	Technical Evaluation Criteria	Points
<b>TQ.1.0</b>	<b>Company's Financial Profile</b>	<b>20</b>
<b>TQ1.1</b>	The Bidder should have average annual turnover of minimum Rs. 5 Crores for the last 3 financial years (2013-14, 2014-15, and 2015-16) from the business area of IT System Integration and Software Development Services. Above Rs. 15 Cr	10
	>= Rs. 10 Cr and < Rs. 15 Cr	4
	>= Rs. 5 Cr and < Rs. 10 Cr	2
<b>TQ1.2</b>	Bidder having Quality Certification Appropriate CMMi Level 3 or above (CMMi Level 3- 3 Marks, CMMi Level 5- 5 Marks, Else - 0)	3

Sr. No.	Technical Evaluation Criteria	Points
TQ1.3	Employee Strength in India Above 100 – 5 mark >=50-100 – 3 marks >=30 - 50 – 2 marks	1
<b>TQ2.0</b>	<b>Relevant Experience</b>	<b>60</b>
TQ2.1	The Bidder should have completed minimum 2 projects for Development of Mobile Application, Development for Central Government / State Government / Urban Local Bodies/ PSU in Indian. <b>(2 Projects = 15 marks, : with every additional project = 2.5 marks, maximum 20 marks)</b>	<b>20</b>
TQ2.2	The Bidder should have completed at least 1 (One) project of implementation & maintenance of ‘customer/citizen facing’ mobile application development & maintenance services with 30,000+ downloads and supports more than one mobile operating system with Integration of SMS and Payment Gateway on cloud technology for any Central Government / State Government / Urban Local Bodies/ PSU in Indian with project cost not less than Rs. 40 Lakhs in last 3 (Three) financial years (FY 2013-14, 2014-15 and 2015-16). <b>(1 Project = 15 marks, : with every additional project = 2.5 marks, maximum 20 marks)</b>	<b>20</b>
TQ 2.3	Relevant experience in social media analytics services for Central Government / State Government / Urban Local Bodies/ PSU in Indian. <b>(1 Projects = 15 marks, : with every additional project = 2.5 marks, maximum 20 marks)</b>	<b>20</b>
<b>TQ 3.0</b>	<b>Technical Presentation #</b>	<b>20</b>
TQ 3.1	Understanding of the project and explain proposed solution and network architecture	To be awarded by Bid Evaluation Committee
TQ 3.2	Approach & Methodology for Implementation (should cover Solution Architecture, scalability, Interoperability, and modularity features considering the future expansion of the project and the detailed project execution of plan for completing it on time)	
TQ 3.3	Strategy for Cloud, SLA and System Security	
TQ 3.4	Key learning's from the similar projects and recommendation for successful execution of the proposed project and continuity plan	
TQ 3.5	2 -3 Prototype Screens	
	<b>Total</b>	<b>100</b>



Bidder who meets the minimum pre-qualification criteria shall be called for technical presentation (maximum duration of 30 minutes) with respect to above technical evaluation criteria during Technical Bid Evaluation. Date, Time and Venue for the Technical Presentation will be informed later to qualified bidders. Authority reserves right to enquire bidder's customer where such a similar project execution has taken place.

## **2.6. Award of Contract**

### **2.6.1. Award Criteria**

1. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical and Financial Proposal that will be **80:20**.

2. Authority reserves the right to further negotiate the prices quoted by the successful bidder.
3. Bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the Letter of Acceptance (LoA).
4. If there is more than one bidder achieving (combined technical and financial score) the equal score, Authority reserves the right to select the Bidder(s) and that will be binding on all bidders.

### **2.6.2. Letter of Acceptance**

Prior to the expiration of the period of bid validity, Authority will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Band Guarantee, Authority will promptly notify each unsuccessful bidder.

### **2.6.3. Signing of Contract**

Authority shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with Authority within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by Authority. Format of contract is given at Annexure 5.

### **2.6.4. Failure to Agree With the Terms & Conditions of the RFP / Contract**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event Authority may invite the next best bidder for negotiations or may call for fresh RFP.

### **2.6.5. GSCDCL's Right to accept any Bid and to reject any or All Bids**

Authority reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or 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 Authority's action.

## **2.7. Performance Bank Guarantee**

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to Authority.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 9, payable on demand, for the due performance and fulfilment of the contract by the Successful Bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of the period of 'Go- Live' + 60 months for the Solution.

- e) In case the project is delayed beyond the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till completion of scope of work as mentioned in RFP Volume I.
- f) In the event of the Successful Bidder being unable to service the contract for whatever reason Authority would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Authority shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- g) Authority shall also be entitled to make recoveries from the successful bidder's bills, PBG, 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.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by Authority, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

### **2.8. Risk Purchase**

In the event of failure to adhere to the delivery job/work schedule, Authority shall have the right to get the job done or performed from alternate sources at the risk and cost of the BIDDER and the excess expenditure on account of this shall be recovered from PBG or pending bills or by raising a separate claim.

### **2.9. Right to Vary Quantity**

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

## **2.10. Warranty & Maintenance**

- a) BIDDER shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of 60 (Sixty) months from the date of **Go-Live**.
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) GSCDCL or designated representatives of the bidder shall promptly notify BIDDER in writing of any claims arising under this warranty. Upon receipt of such notice, the BIDDER shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to Authority and within time specified and acceptable to Authority.
- d) If the BIDDER, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the BIDDER's risk and expense and without prejudice to any other rights, which Authority may have against the bidder under the contract.
- e) During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to Authority.

### **The Successful Bidder/BIDDER hereby warrants GSCDCL that:**

- The implemented solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed solution shall achieve parameters delineated in the technical specification/requirement.
- The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
- The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

**2.11. Change of Consortium Member**

- a) Consortium member other than the BIDDER may be changed only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy Authority.
- b) Provided that in the event of any such approved change of Consortium members, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of Authority. In the event Authority does not grant approval for the change of the Consortium member other than the BIDDER or suitably qualified replacement member (companies) are not available/ found, the exit of the Consortium member (other than the BIDDER) shall constitute a breach of the contract.

# Scope of Work

### 3. Scope of Work

In its ongoing effort to make Gwalior a Smart City, GSCDCL intends to extend their citizen service delivery through various delivery channels. Considering the increasing penetration of mobile technology among the masses it becomes imperative to leverage the mobile platform to provide accessible services to citizens. As a result it is proposed to develop an integrated (All in One) mobile app solution for the city of Gwalior under “One City One App” Smart City project. The mobile app aggregator platform will integrate existing and future citizen centric mobile applications in various service delivery areas like Health, Education, Tourism, and Safety & Security. It is proposed to add all such citizen centric applications with reference to Smart City Gwalior initiative on this platform. One City One App solution is going to be one-stop solution for the citizens to access city specific services using smart phones.

This RFP aims to select a system integrator for **phase 1** requirement as below:

- a. Development of enterprise wide app aggregator platform;
- b. Development of three mobile applications
  - i. Gwalior Paryatan Application
  - ii. Blood Bank Management System
  - iii. Sakhi (Women Safety) Application
- c. Operation & Maintenance (O&M)
- d. Detail Project report (DPR) on integration for future citizen centric mobile apps

Brief description of the phase I process flow is as below. Please note that the below functional requirement is not exhaustive. Bidders will have to do study the requirement and submit FRS document for review and sign off of GSCDCL.

#### 1. Gwalior Paryatan Application:

- Gwalior Paryatan is a mobile application which will provide tour spots to everyone on the click of their fingertips.
- The tourists as well as the localities can connect with this application to know the various landmarks in Gwalior, Madhya Pradesh, India.
- This project will serve the need of travelers who earlier used to hunt different websites for getting information about the various places, keeping track of their locations, which spots to visit & much more information.
- Enlist various categories that would take the user to respective activities
- Transport Services (Bus stops, Local Tempos, Cabs)
- Hotels/Guest House- (nearby hotels with contact information for making the bookings)
- Restaurants
- Travel Agency/Tourist Guide
- Hospitals & related information
- Police Stations
- Temples
- Cinemas & Malls, Gardens & others
- Official Buildings

- Attractions
- Audio Book for historical places
- Online booking of tourist buses
- Online ticketing/ entry passes (QR based) for entry to heritage/tourist sites
- For each place its Contact information is associated such that by clicking on the call button the contact number would be dialed automatically.
- A button with a link to the Google maps to trace the route and location of each place is provided.
- A button for a website link is also associated with each landmark.
- When the user clicks on the Restaurants, all restaurants would be displayed & a filter can be provided to view the nearby restaurants. The same applies with Police stations, Hospitals etc.
- Reviews & ratings can be attached with each location so as to give the user a basic idea of the landmark.
- A brief content would be associated with each location that would describe the spot.
- There would also be an image that is attached with each place.
- The application would also provide the user with notifications about the various important events that would be taking place in Gwalior.

## 2. Blood Bank Management System:

Blood Bank Management system is designed to store, process, retrieve and analyze information concerned with the administrative and inventory management within all the blood banks of Gwalior. This system aims at maintaining all the information pertaining to blood donors, different blood groups available in each blood bank and help them manage in a better way.

This system is developed to manage the blood stock in the "Blood Banks of Gwalior district" and the blood units are maintained in the centralized database. There are total 8 blood banks in Gwalior in which 3 are Govt. and rest are private.

This system is used for maintain whole information about Gwalior blood banks.

Key features:

- Centralized Database.
- GPS tracking of blood banks nearby.
- Blood availability.
- Donor login.
- Proper Authentication
- Upcoming blood bank camps in Gwalior.
- **Both Mobile and Desktop platform would be required**

Key functionalities

- Emergency Check: - We will set a threshold for blood units if blood units goes below that there will be alert which will tell about current inventory shortage.



- Reactive User check: - If any donor found positive out of five standard test. We mark a check as not eligible which will help us to save money if that person comes again or visit any other blood bank for donation.
- Emergency Supply: - We will send a message and a computerized call to our registered user in case of emergency. We will provide option in call as type 1 if interested and 2 if not interested. This will also help us to save our time as we don't need to call everyone.
- Scheduling: - We also provide option to schedule a meeting at blood bank. This will help to save a lot of time and also help to increase volunteer donations.
- QR code scanner check: - At the time of donation donor have to scan the QR code which will be available on the packet. Automatically it will get add in the database. Similarly, after testing
- Certificate and discount card: - At the time of blood donation donor will get a certificate and discount card as per decided by the blood bank. We will simultaneously add credit in donor account so the donor can show the app or the discount if he needs the blood in future.
- Delivery of blood: - In case of emergency blood bank will also deliver blood unit to the patient. For this they may have to pay extra amount that will be decided by blood bank.

3. **Sakhi Application:** A companion of Women's daily life (Women Safety App). A multipurpose android application dedicated for women safety.

#### Implemented Security features

- Stores five contacts of your choice.
- Camera captures the images and directly links it to WhatsApp and also saves it to phone gallery.
- Location takes your exact location for further use.
- *Recorder records voices and directly links it to WhatsApp and also saves it to SD card*
- Call on an emergency number (priority-wise emergency contacts are already saved).
- Alarm makes a noise (siren).
- Emergency button (on clicking) sends current location with an emergency message to five pre-stored contacts through SMS.
- On shaking phone even a bit, the current location is sent to five pre-stored contacts through SMS.
- Get a notification of sending message i.e. 'Request accepted'.

#### Additional Features:

- Locate nearby public toilets, hotel's restaurant's toilet.
- Locate nearby female doctor clinics and hospitals.
- Locate nearby medical shops.
- Navigate route from source to destination.
- Public toilet's feedback module is also integrated.

## Operation & Maintenance Support

As part of the delivery of the solution it is expected that the Bidder shall provide Post Go Live Support for the Solution for 3 years following project completion. During the course of the project there will be functionality developed and deployed on a Release basis, as a result each Release will need to be supported following go-live.

Therefore, the O&M will run from the moment the first Release of the Solution is live through to the end of the 3 years' post releases completion timeline. The Bidder shall provide appropriate levels of on-site and off-site support as necessary. The Bidder's team shall be responsible for the continued delivery of stable systems, development and operational support.

This includes a preventive maintenance program, managing releases, monitoring and system health checks and incident management. It is expected that out of hours support will be provided as needed.

The purpose of the O&M is to accelerate business stabilization, through the following objectives:

- To measure, and communicate, how performance is stabilizing against expectations;
- To inform decision making about how performance issues should be resolved;
- To prioritize and coordinate efforts to where they will have the most impact;
- To monitor the impact of any changes until stabilization is achieved;
- To help determine when the solution is able to transition to the enduring support model;
- To ensure timely resolution of incidents;
- When incidents occur, to restore normal service as quickly as possible to minimize business impact;
- To ensure that incidents and service requests are processed consistently and that none are lost;
- To provide information that allows support processes to be optimized, the number of incidents to be reduced, and management planning to be carried out.

## Functional and Technical Requirement for phase I applications:

### 1. Technical & Server requirements

- Mobile platform to be developed on Android and iOS platform
- The mobile application should abide by eGov standards and guidelines published by Ministry of Electronics and Information Technology, Government of India.
- Mobile App development should support Hindi and English language
- The solution should be hosted on vendors own database after completion of project which is handing over to GSCDCL as per latest technology and Server
- Vendor will setup and deploy Admin One City One App and Dashboard application, Web Application on his own server or equivalent cloud based server.
- Vendor has to ensure the development of mobile application as per guidelines issued by OWASP
- Application stores. For ex: Google play, iTunes etc.
- Vendor has to submit mobile app to iTunes app store and Google play store.
- The platform should be based on open standards

- The solution should have functionality to expose/publish functional applications seamlessly. Platform should be able to add more services as and when required by the GSCDCL
- The solution should be integral with GIS/ Google maps
- The solution should be able to integrate with additional applications and the multi layered pan-city GIS that is envisaged to come up at later stage.
- The solution should support leading browsers
- The solution should be interoperable with industry standard databases
- The solution should support bi-lingual capability and have Unicode support
- The solution should support HTTPS protocol on Secure Socket Layer (SSL).
- The solution should provide rich text editor for content editing
- The solution should be capable of integrating with email servers, instant messaging services etc.
- The solution should be compatible to all major web standards including but not limited to HTTP, HTTPS, ODBC, SOAP, REST, XML, Web Services etc. Should be capable of integrating with any other system through open standards.
- GSCDCL plans to launch a GIS based solution in the near future, the Bidder would be required to at the later stage additional modules that utilize data from GIS for the host of services and solutions as proposed by the GSCDCL from time to time
- Platform: iOS – 7 and above.
- Display orientation Portrait or landscape both
- Display Support iPhone (480 x 320), iPhone Retina (960 x 640), iPhone 5(1136 x640), iPad (1024 x 768), iPad Retina((2048 x 1536)
- Android – 2.3 and above  
Display orientation Portrait or landscape both  
Small (426dp x 320dp), Normal (470dp x 320dp), Large (640dp x 480dp), XLarge (960dp x 720dp)
- Windows – 6 and above  
Display orientation Portrait or landscape both Small (426dp x 320dp), Normal (470dp x 320dp), Large (640dp x 480dp), XLarge (960dp x 720dp)

## 2. User interface requirements

- All icons must be crisp, clean, and distinguishable and should be as per guidelines of mobile
- Application platform.
- All buttons and objects must be reactive to touch and work as intended.
- All functions must stay within the mobile platform boundaries. All data must be easily viewable on different Mobile platform matrix.

## 3. Testing

- Vendor is expected to perform comprehensive JSCL mobile application testing as part of the project scope followed by OWASP guideline
- The test plans, test cases and results for each of the phases will be shared by vendor with GSCDCL.
- Vendor has to facilitate User acceptance testing environment for GSCDCL.
- A security Audit as per Government Standard of Complete Application to be done by the vendor before moving into production environment

#### 4. Non function Requirement

- Application Size: Necessary efforts should be taken to ensure that the application size is optimal.
- Start Up Time: Start-up time should be less than 5 seconds
- Responsiveness: Mobile app should render properly on all devices of different size and resolution. (i.e. it should support all standard resolutions)
- Memory: App should support devices having memory capacity of minimum 1 GB
- Battery Life: While developing mobile app, vendor should use standard SDKs of Android and iOS along with battery life saving APIs (Google Play Services) such that app consumes minimum battery of device. Few features that should be used to minimize battery life
  - Request data once and use multiple times for different operations
  - Caching
  - Less download and perform one large operation v/s number of small ones
- Support for different network channels: App should support different network channels like Wi-Fi, 2G, 3G & 4G.
- App should not come in the way of the OS's processing the user's decision to respond to the interrupt (such as accepting a call or reading an SMS), and it does not result in any damage to application's ability to function normally after the OS 'foregrounds', i.e. resumes application after the user finishes handling the interrupt or after they choose to ignore the interrupt.
- Gwalior One City One App should be easy to maintain. Technical design should not be monolithic in such a way that any change/repair of a single module affects entire application which needs to be tested every time. Design should be modular so that only affected module needs to be deployed and tested in case of any change in that module.

#### 5. Submission of Deliverable

- Vendor has to share all deliverable to GSDCL for Review & Sign-off including
- User Manual, Admin Manual, Test Cases, Test Plan and QA, Results for User Acceptance
- Testing.
- Application Code, Web API's.
- Deployment document
- Source Code of Mobile App & City Dashboard Web Application be the property of GSDCL.

## 6. Hosting the application

The Service Provider/System Integrator would be required to host the solution on cloud. Cost of Cloud hosting to be included in the financial bid of the bidder.

## 7. Service level Agreement

1. The Selected Agency contract period will be for one year. GWMC may renew contract depending on performance basis.
2. The Selected Agency will make the mobile application, its related applications and the hosting environment available for user access without any break.
3. The Selected Agency will manage Hosting, maintenance and back-up for the mobile Application on Client's hosting environment. The Selected Agency is required to provide complete documentation of mobile Application / CMS software.
4. Sharing of reports like security testing, performance testing and load testing, analytics, user detail reports and reports related to mobile Application like spams, performance report to be done regularly.
5. In case for training, Selected Agency will provide free training if the premises is in GWMC office.
6. The software upgrades to the mobile application will fall under the technical maintenance contract terms and conditions. The Selected Agency will undertake the same at no cost to client. The Selected Agency shall implement security of mobile application and data against all threats.
7. The Selected Agency is permitted to perform periodic maintenance on the application or hosting environment for purposes of system upgrades, maintenance, and backup procedures ("Scheduled Downtime") and will not exceed four (4) hours Downtime per month (not exceeding 1 hour at any given day).
8. The Selected Agency is required to provide periodic source code for the entire application. In addition to above, Selected Agency will inform GWMC for any minor or major changes being done in the source code with complete documentation.
9. The Selected Agency will not share mobile Application, code or data in any way with anyone, without GWMC consent. Selected Agency will hold the Confidential Information in confidence.
10. For any minor changes in the design, logic or working of mobile application/ CMS / dashboard / servers will be done by the Selected Agency without any additional cost. Selected Agency will update the database for the application as and when required by the Client.

### 11. Incident Resolution

Impact	Response Time	Resolution Time
Critical Business Impact Example: Full APP is Down	Within (20) Minutes	Within (1) Hour
Extremely Urgent High Business Impact Example:	Within (1) Hour	Within (2-4) Hour

Certain services / functionality is not available		
Urgent Moderate Business Impact Example: One of the service / Functionality is not available. Performance is sluggish	Within (1) Hour	Within (4-8) Hour

### Duration of the project

Deliverable	Timelines (T = Signing of Contract)
Development of Phase 1 mobile applications	T1=T+ 3 months
Development of enterprise wide app aggregator platform	T2=T+ 5 months
Operation & Maintenance of Phase I	T3= T2+ 36 months
Detail Project report (DPR) on integration for future citizen centric mobile apps	T4= T + 5 months

### Stakeholder's roles and responsibility

Stakeholder	Roles and Responsibility
GSCDCL	GSCDCL will be the overall implementing agency of the project with the below role of <ul style="list-style-type: none"> <li>— Supervision</li> <li>— Project Approval</li> <li>— Financial approvals</li> <li>— Finalization on the requirement of additional apps to be developed and integrated</li> </ul>
Gwalior Municipal Corporation	Establish connect with the other local department and recommending to Gwalior Smart City Limited
Local Department	<ul style="list-style-type: none"> <li>— Integration with existing/local database</li> <li>— Facilitation of necessary services to delivered through the app</li> <li>— Ensuring the information on the apps is regularly updated</li> </ul>
Citizens	<ul style="list-style-type: none"> <li>— Access the services</li> <li>— Provide necessary feedback</li> </ul>
System Integrator	<ul style="list-style-type: none"> <li>— Prepare FRS/SRS/design documents for phase 1 application for GSCDCL approval</li> <li>— Development of phase 1 mobile applications</li> <li>— Development of Enterprise wise app aggregator platform</li> </ul>

Stakeholder	Roles and Responsibility
	<ul style="list-style-type: none"> <li>— Application Integration</li> <li>— O&amp;M</li> <li>— Recommendation on new mobile applications vis-a-vis                             <ul style="list-style-type: none"> <li>oFeatures of the new app</li> <li>oBenefits to citizens</li> <li>oRevenue generation possibility</li> <li>oLocal department t agreement /support required</li> <li>oCost of development / integration</li> <li>oTimelines</li> </ul> </li> </ul>

Project Implementation Schedule, Deliverables and Payment Terms

#### 4.1. Deliverables & Payment Schedule

The payment of during Go-Live shall be strictly on project milestone basis as per actuals based on the details provided in the table provided below. The payment shall be released on successful completion of various deliverables to the satisfaction of Authority as **percentage (%) of the total contract value.**

#### T = Signing of Contract

#	Deliverable	Timelines	Payment Milestone
1.	<b>Application Development of three application</b>  Design Document <ul style="list-style-type: none"> <li>• FRS/SRS</li> <li>• Low level and high level design.</li> <li>• UI Design and Wireframe</li> <li>• Database design and cloud integrations specification</li> </ul> Testing (UAT) & Report Analytics. <ul style="list-style-type: none"> <li>• Multiple user sign on and performance indicator.</li> <li>• data scalability and multiple OS capability</li> </ul> Go Live <ul style="list-style-type: none"> <li>• Beta release date</li> <li>• Publishing on app store</li> </ul>	T1=T+3 months	30%
1. 1	Blood Bank Management System		10%
1.	Gwalior Paryatan Application		10%

RFP- Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior

#	Deliverable	Timelines	Payment Milestone
2			
1. 3	Sakhi ( Women Safety App)		10%
2.	<b>Development of enterprise wide app aggregator platform</b>	<b>T2=T+ 5 months</b>	<b>30%</b>
2. 1	Design Document <ul style="list-style-type: none"> <li>• Low level and high level design.</li> <li>• UI Design and Wireframe</li> <li>• Cloud integrations specification</li> </ul>		10%
2. 2	Testing (UAT) & Report Analytics. <ul style="list-style-type: none"> <li>• data scalability and multiple OS capability</li> <li>• Application Integrations</li> <li>• Beta release date</li> </ul> Go Live		20%
3.	<b>Operation &amp; Maintenance of Phase I</b> <ul style="list-style-type: none"> <li>• Operation and maintenance procedures and guidelines</li> <li>• Tracking report of all project assets in real-time</li> <li>• Annual maintenance requirements, timelines, and schedules</li> <li>• Detailed Approach of O&amp;M teams with client's PMO team</li> <li>• Detailed plan for monitoring of SLAs and performance of the overall system</li> <li>• SLA Conformance &amp; Compliance Report</li> <li>• Fortnightly Progress Report</li> <li>• Monthly SLA Monitoring Report and Exception Report</li> <li>• Quarterly Security Report</li> <li>• Issues logging and resolution report</li> <li>• Cloud Consumption Report</li> </ul>	<b>T3= T2+ 36 months</b>	<b>Remaining 40% will be paid in equal quarterly installments spread across 3 years Post Go-Live.</b>

Payment Terms

- a) The request for payment shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.



- b) Due payments shall be made promptly by the Authority, generally within 30 (Thirty) days after submission of an invoice or request for payment by BIDDER after Approval & Sign Off of the Milestone by Authority.
- c) The currency or currencies in which payments shall be made to the BIDDER under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges shall be borne by the BIDDER.
- e) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- g) Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations

# Annexures

## Annexure 1 - Guidelines for Pre-Qualification Proposal

### Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Pre-Qualification Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars (To be submitted by all consortium members and sub-contractors)  As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Consortium Agreement (In case of consortium)  As per format provided at Annexure 1.4			-
5.	Power of Attorney in favour of Authorized signatory  As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
6.	Declaration for not blacklisted by Central/State Government / PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, in past 3 (Three) years.  As per format provided at Annexure 4			Reference No: Date of Letter:
7.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013			Registration Number: Date of Incorporation:
8.	Copy of the Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years. Certificate from the Statutory Auditor on turnover details from the "business areas" over the last 3 (Three) financial years			Year-wise details of turnover

S No.	List of Documents	File Name	Submitted (Y / N)	Description
	2013-14, 2014-15 and 2015-16			
9.	Work Order & Client Completion Certificate as proof of completion of minimum 2 projects for Development of Mobile Application, Development for Central Government / State Government / Urban Local Bodies/ PSU in Indian.			Technical Capacity

**Annexure 1.2 - Pre-Qualification Cover Letter**

(To be submitted on the letterhead of the bidder)

Date:

**To**  
**Executive Director**  
**Gwalior Smart City Development Limited (GSCDCL)**

**Subject:** Bid for "Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior"

**RFP Reference No: XXXX**

Dear Sir,

With reference to your "***Request for Proposal for Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior***", we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [ ] in the form of [.....] and Tender fee of INR [ ] online through e-Tendering Portal (www.mpeproc.gov.in),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 from the last date of online submission of bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid 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

In case of any clarifications please contact \_\_\_\_\_email at

\_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

**Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars**

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Service Tax Registration No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

#### Annexure 1.4 - Consortium Agreement

##### **DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM**

*[On Non-judicial stamp paper of INR 100 duly attested by notary public]*

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2017 at [Place] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at [Address], as Party of the Second Part and \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS GSCDCL, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in

##### **Request for Proposal for the Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior:**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to Bid for the **"Request for Proposal for the Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior"** as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by the authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **"Request for Proposal for the Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior"** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.



- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
  - a. To ensure the technical, commercial and administrative co-ordination of the work package
  - b. To lead the contract negotiations of the work package with the Authority.
  - c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:  
  
Party A: \_\_\_\_\_  
Party B: \_\_\_\_\_  
Party C: \_\_\_\_\_
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Gwalior shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

## Annexure 2 – Guidelines for Technical Proposal

### Annexure 2.1 - Check-list for the Technical Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Technical Bid Cover Letter As per format provided at Annexure 2.2			-
2.	Project Citations As per format provided at Annexure 2.3			-
3.	Structure for Proposed Solution As per format provided at Annexure 2.4			-
4.	Technical Compliance Matrix As per format provided at Annexure 2.5			-
5.	Total Responsibility Declaration As per format provided at Annexure 2.10			
6.	Declaration of Data Security As per format provided at Annexure 7			
7.	Copy of Case study + Copy of work order + Client Completion certificate / Phase Completion Certificate to support that The Bidder should have average annual turnover of minimum Rs. 5 Crores for the last 3 financial years (2013-14, 2014-15, and 2015-16) from the business area of IT System Integration and Software Development Services.			Project Name: Date Work Order: Project Cost:
8.	Copy of Case study + Copy of work order + Client Completion certificate / Phase Completion Certificate to support that The Bidder should have completed minimum 2 projects for Development of Mobile Application, Development for Central Government / State Government / Urban Local Bodies/ PSU in Indian.			Project Name: Date Work Order: Project Cost:
9.	Copy of Case study + Copy of work order + Client Completion certificate / Phase Completion Certificate to support completion of at least 1 (One) project of implementation & maintenance of 'customer/citizen facing' mobile application development & maintenance services with 30,000+			Project Name: Date Work Order: Project Cost:

RFP- Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior

S No.	List of Documents	File Name	Submitted (Y / N)	Description
	downloads and supports more than one mobile operating system with Integration of SMS and Payment Gateway on cloud technology for any Central Government / State Government / Urban Local Bodies/ PSU in Indian with project cost not less than Rs. 40 Lakhs in last 3 (Three) financial years (FY 2013-14, 2014-15 and 2015-16).			
10.	Copy of Case study + Copy of work order + Client Completion certificate / Phase Completion Certificate to support relevant experience in social media analytics services for Central Government / State Government / Urban Local Bodies/ PSU in Indian			Project Name: Date Work Order: Project Cost:
11.	Undertaking for employee strength in India			from HR
12.	Proof of Bidder having Quality Certification Appropriate CMMi Level 3 or above			Certificate

**Annexure 2.2 - Technical Bid Cover Letter**

(To be submitted on the Letterhead of the Sole Bidder or Lead Member's Firm in case of consortium)

Date: dd/mm/yyyy

To

**Executive Director  
Gwalior Smart City Development Limited (GSCDCL)**

**Subject:** Bid for "Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior"

**RFP Reference No:** XXXX

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of "***RFP for Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior***" do hereby propose to provide our services as specified in the bid submitted by us.

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.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, Government of Madhya Pradesh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 8 of the RFP.

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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days from the last date of online submission of bid. We shall extend the validity of the bid if required by Authority.

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

**Annexure 2.3 - Format to Project Citation**

<b>Item</b>	<b>Details</b>	<b>Attachment Ref. Number</b>
<b>Name of the project</b>		
Client for which the project was executed		
Name and contact details of the client		
<b>Project Details</b>		
Description of the project		
Scope of services		
Relevance to the current project		
Outcomes of the project		
<b>Other Details</b>		
Total cost of the project		
Total cost of the services provided by the Bidder		
Duration of the project (no. of months, start date, completion date, current status)		
<b>Other Relevant Information</b>		
Letter from the client to indicate the successful completion of the projects (if any)		
Copy of Work Order/Completion Certificate		

**Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical qualification criteria**

### **Annexure 2.4- Structure of Proposed Solution**

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

1. Understanding of requirement and Implementation approach
  - Understanding of requirements
  - Proposed Architecture and its components
  - Work Plan & its adequacy
2. Robustness and quality
  - End to end integrated solution proposed
  - Hardware deployment and integration approach encompassing all solutions
  - Timelines and modalities for implementation in a time bound manner
  - Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout
  - Any other area relevant to the scope of work and other requirements of the project
3. Assessment of Manpower deployment, Training and Handholding plan
  - Deployment strategy of Manpower
  - Contingency management
  - Mobilization of existing resources and additional resources as required
  - Training and handholding strategy
4. Project Monitoring and Communication Plan– Bidder's approach to project monitoring and communications among stakeholders.
5. Risk Management Plan – Bidder's approach to identify, respond / manage and mitigate risks
6. Quality Control plan - Bidder's approach to ensure quality of work and deliverables
7. Operation and Maintenance Plan
8. Escalation matrix during contract period

**Note:**

- a. **All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.**
- b. **Inadequate information shall lead to disqualification of the bid.**



**Annexure 2.5 - Total Responsibility Declaration**

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP within the duration mentioned in the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**Annexure 3 – Guidelines for Financial Proposal**

**Annexure 3.1 - Financial Proposal Cover Letter**

(To be submitted on the Letterhead of the Sole of Bidder or Lead Member in case of consortium)

Date: dd/mm/yyyy

To

**Executive Director  
Gwalior Smart City Development Limited (GSCDCL)**

**Subject:** Bid for the Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior

**RFP Reference No: XXXX**

Dear Sir,

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by GSCDCL;
6. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.
7. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.

8. I / We agree to abide by this bid for a period of 180 days from the last date of online submission of bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date:

Yours faithfully,

Place:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Member

**Annexure 3.2 - Financial Proposal Format & Instructions**

**To be submitted on e-Tendering Portal only (i.e. [www.mpeproc.gov.in](http://www.mpeproc.gov.in))**

RFP Reference No: XXXX

**Cost for Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior (Inclusive of all taxes and duties)**

S.No	Particulars	Total Cost (Inclusive all taxes)
1	Development and deployment cost of Web service API and Admin CMS system	
2	Development and deployment Cost on Android	
3	Development and deployment Cost on iOS	
4	Development and deployment Cost on Windows	
5	Apple App store access cost	
6	Google Play store access cost	
7	Annual Maintenance Cost after implementation and warranty period for 1 year	
8	Human Resource Deployed for the project and designation wise respective monthly salary (CTC).	
	Total	

**Instructions:**

- GSCDCL does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken/supplied.
- All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- Bidder should provide all prices as per the prescribed format under this Annexure 3.2.
- All the prices are to be entered in Indian Rupees ONLY
- GSCDCL may ask bidder to provide breakup of estimation sheet of each component.
- GSCDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- GSCDCL shall take into account all Taxes, Duties & Levies for the purpose of evaluation

- h) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by GSCDCL whatsoever.
- i) Bidder should refer the RFP for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- j) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.
- k) Bidders must carefully read the Scope, Technical Requirements and the SLAs mentioned in the RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP.
- l) The extension of the Operation and Maintenance contract after 3 years shall be based on the performance of BIDDER and there shall be an annual increase which will be mutually agreed on the existing Operation and Maintenance cost for next 2 years. However, Authority reserves the right to extend the O&M contract based on the mutual agreement between BIDDER and the Authority.

**Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the responding company (Sole Bidder or each member of consortium in case of Consortium)

Date: dd/mm/yyyy

To

Executive Director  
Gwalior Smart City Development Limited (GSCDCL)

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

**RFP Reference No: XXXX**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date :

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

## Annexure 5 – Contract Agreement

This agreement made on the <Day> day of <Month, Year> between the GM (IT) of the Gwalior Smart City Development Corporation Limited, Gwalior (Pin code) (hereinafter called the “GSDCL” or the “Authority”) of the FIRST PART and \_\_\_\_\_ (Name of Bidder) having its registered office at \_\_\_\_\_ (Address of the company where registered) (hereinafter called “Successful Bidder” of the SECOND PART) through < Name of Authorized Representative>, < Designation > empowered to sign and execute the agreement as the SECOND PART which shall include successors assigns.

Whereas the FIRST PART the Authority is desirous in view of a tender (bid) notice no. GSCDCL/011/2017 that the services as per the Financial quote in the proposal submitted by the bidder should be provided by the SECOND PART. <<Approving Authority>> of the Authority by its resolution no. <> dated <> has accepted a tender of the Successful Bidder for the work of Gwalior One City One App Project for the sum of Rs. <> + Service Tax for a period of 3 years.

AND WHEREAS the work has been awarded to the SECOND PART vide letter <>, dated <>.

AND WHEREAS the SECOND PART has agreed for Portal & Mobile Application Project vide its bid

Now this agreement witness as follows:

1. The Authority and Successful Bidder are each referred to individually as a Party and collectively as Parties.
2. The following documents shall be deemed to form part and be read and considered as part of this agreement:
  - The said Request for Proposal – GSCDCL/011/2017 of the FIRST PART.
  - Addendum & Corrigendum to the RFP (if any)
  - Technical and Financial Proposal submitted by the SECOND PART
  - LOA issued by FIRST PART
  - Non-Disclosure Agreements
3. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the tender documents hereinabove referred to.

4. The SECOND PART will deliver the Scope of Work/Services as detailed in the RFP - **GSCDCL/011/2017.**

In consideration of the payments and other mutually agreed covenants to be made by the Authority, the FIRST PART to the Successful Bidder, the SECOND PART as hereby covenants with the Authority to provide services and deliverables in conformity to the bid documents referred as per the RFP. In case of failure of the Successful Bidder to deliver the products/services, the Authority is authorized to get the work done from third party at the cost and risk and consequences of the Successful Bidder.

#### INTELLECTUAL PROPERTY RIGHTS

The Authority shall remain the owner of all the content, source code (for open source), architecture and design documents along with wireframes/prototype referred as “Gwalior ‘One City One App’ artifacts “conceptualized, created, and implemented by the selected agency under this engagement. In case of Successful Bidder shall provide functional design documents and technical design documents along with other artifacts to GSCDCL. All analytical models, dictionaries and libraries created as a result of this engagement would be GSCDCL proprietary, and all requisite intellectual property rights shall be transferred to GSCDCL at the time of completion of the contract period. All intellectual property rights in the “Gwalior ‘One City One App’ artifacts “whether in tangible or intangible form shall belong to GSCDCL and the selected agency has no right to assign, license, sell, or use any content conceptualized, created and implemented under this engagement and/or accompanying agreement to any third party under any circumstances. All the “Gwalior ‘One City One App’ artifacts conceptualized, created, and implemented by the Successful Bidder whether in tangible or intangible form shall bear relevant copyright notices in the name of GSCDCL. The Successful Bidder shall take all such appropriate legal actions to safeguard violation of GSCDCL’s intellectual property rights.

#### 1. INTELLECTUAL PROPERTY INDEMNITY

6.1 Notwithstanding anything contained in Terms of Reference and subject to Clause 13 and 5, SUCCESSFUL BIDDER agrees to indemnify and holds harmless GSCDCL and the GSCDCL’s Personnel against any and all suits, actions, proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature and howsoever arising, including attorney’s fees and expenses, which GSCDCL or any of the GSCDCL’s Personnel or employee may suffer as a result of any infringement or alleged infringement of any Intellectual Property right registered or otherwise, by Successful Bidder, its Personnel, by reason of:

- (a) The execution of the Services as set out in Terms of Reference and Additional Services, if applicable,



(b) Supplied Materials, Work Products or any part thereof.

6.2 If any proceedings are brought or any claim is made against GSCDCL or any of the GSCDCL's Personnel arising out of the matters referred to in this Clause 6, GSCDCL will promptly provide Successful Bidder a notice thereof, and Successful Bidder will, at its own expense and in GSCDCL's name, defend and conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

6.3 Notwithstanding anything contained in 6.2, if GSCDCL intends to conduct any such proceedings or claim on its own, then GSCDCL will have the right to conduct the same on its own behalf at the cost of Successful Bidder.

6.4 GSCDCL will, at Successful Bidder's request, afford all available assistance to Successful Bidder in conducting such proceedings or claim, and will be reimbursed by Successful Bidder for all expenses and cost incurred in doing so.

## 2. INTEGRITY OF THE AGREEMENT AND SEVERABILITY

7.1 This Agreement contains the entire understanding of the Parties and supersedes all previous oral understandings, agreements, representations, warranties or conditions apart from those expressly described herein.

7.2 If any provision of this Agreement is found to be invalid, such invalidity will not affect validity of other provisions of this Agreement and the Agreement is interpreted as if such provision does not exist. The Parties accept to substitute the invalid provision with a valid provision that has similar purposes and economic effect.

## 3. TIME OF ESSENCE

Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties, failing which time shall be of the essence.

## 4. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement will constitute or be deemed to constitute any agency, partnership, joint venture, unincorporated association, co-operative entity or other joint relationship between GSCDCL and Successful Bidder for any purpose.

## 5. THIRD PARTY BENEFIT

Nothing contained herein expressed or implied, is intended, nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part hereof.

## 6. WAIVER AND ASSIGNMENT

11.1 The failure of any Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. Nothing contained herein shall affect waiver as contemplated by any other clause of this Agreement.

11.2 SUCCESSFUL BIDDER shall not assign this Agreement or any part thereof to any person, including for any monies due or to become due under the Agreement, without the prior written consent of Successful Bidder.

11.3 The Agreement cannot be modified and adapted unless it is in written form and signed by the Parties.

## 7. PUBLICITY

Successful Bidder shall not publish or otherwise circulate alone or in conjunction with any other person, any information related to the Agreement or the Services as set out in Terms of Reference or any part thereof, including imparting to the media including press, or any radio or television network, any information relating thereto, nor allow any representative of the media access to the work product or supplied material, except with the permission, in writing, of GSCDCL who shall have right to do all the above mentioned act. Successful Bidder shall ensure that all its Personnel shall be bound by a like obligation and shall, if so required by the GSCDCL, enforce the same at its own expense.

## 8. USER LICENSE

Successful Bidder shall provide licenses for all Work Products to GSCDCL, whether developed by it or acquired from others. In the event of any claim asserted by a third party for any infringement of any IPR for any software piracy in relation to the Work Products, the provisions cannot be modified and adapted unless it is in written form and signed by the Parties.

## 9. AMENDMENTS

No modification, alteration, amendment or discharge of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless set forth in writing and duly executed by or on behalf of all the Parties.

## 10. COUNTERPARTS

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

#### 16. FORCE MAJEURE

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

#### 17. EXIT MANAGEMENT

- c) An exit management plan shall be furnished by Successful Bidder in writing to the Authority within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
  1. A detailed program of the transfer process that could be used in conjunction with a replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

2. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
3. Exit Management plan in case of normal termination of Contract period
4. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
5. Exit Management plan in case of termination of Successful Bidder.

d)

Exit Management plan at the minimum adhere to the following

- a. Three (3) months of the support to Replacement Service Provider post termination of the Contract
- b. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment's, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ Authority
- c. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to Successful Bidder on successful completion of handover and knowledge transfer.
- e) In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both the Successful Bidder and Authority shall comply with the Exit Management Plan.
- f) During the exit management period, BIDDER shall use its best efforts to deliver the services.

#### 17. TRANSFER OF OWNERSHIP

1. Successful Bidder must transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by Successful Bidder. Successful Bidder is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by Successful Bidder for the use of GSCDCL. For any pre-existing work, Successful Bidder and GSCDCL shall be held jointly responsible and its use in any other project by Successful Bidder shall be decided on mutual consent.
2. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, Successful Bidder shall deliver to the Authority all documents provided by or originating from the Authority and all documents produced by or from or for Successful Bidder in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. Successful Bidder shall not, without the prior written consent of the Authority store, copy, distribute or retain any such documents.

## **18. SETTLEMENT OF DISPUTES**

### **18.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **18.2 Dispute resolution**

18.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 18.3.

18.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **18.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Divisional Commissioner, Gwalior for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 18.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 18.4.

### **18.4 Arbitration**

18.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 18.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 18.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as

may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Gwalior, Madhya Pradesh where the Authority has its headquarters and the language of arbitration proceedings shall be English

18.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.

18.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

18.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

18.4.5

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

## 19. TERMINATION

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

- Where the Authority is of the opinion that there has been such Event of Default on the part of Successful Bidder's team which would make it proper and necessary to terminate this Contract and may include failure on the part of BIDDER to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- Where it comes to the Authority's attention that Successful Bidder Successful Bidder's team is or was in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of Successful Bidder's Bid, the RFP or this Contract.
- Where Successful Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Successful Bidder, any failure by Successful Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against Successful Bidder or the happening of any such events that are adverse to the commercial viability of Successful Bidder. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure

the effective transition of the sites pilot site to a successor agency, and to ensure business continuity.

- Termination for Insolvency: The Authority may at any time terminate the Contract by giving written notice to BIDDER, without compensation to Successful Bidder, if Successful Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.
- Successful Bidder may, subject to approval by the Authority, terminate this Contract before the expiry of the term by giving the Authority a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

## **20. CONSEQUENCE OF TERMINATION**

- In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which Successful Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/ or the successor agency/ service provider, as may be required, to take over the obligations of Successful Bidder in relation to the execution/continued execution of the requirements of the Contract.
- Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of Successful Bidder or due to the fact that the survival of Successful Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to Successful Bidder, shall pay the Successful Bidder for that part of the Services which have been authorized by the Authority and satisfactorily performed by Successful Bidder up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to Successful Bidder as may be required to offset any losses caused to the Authority as a result of any act/omissions of Successful Bidder. In case of any loss or damage due to default on the part of Successful Bidder in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, Successful Bidder shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of Successful Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of Successful Bidder's Bid, the Bid Document and the Contract

- Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under law.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## 21. SERVICE LEVEL AGREEMENT CONTROL

- General: It would acknowledged that Service levels may change as Authority's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
  - a. A process for negotiating changes to the Service Levels
  - b. An issue management process for documenting and resolving particularly difficult issues.
  - c. Authority and Successful Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

- Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party .Unresolved issues shall also be addressed. Successful Bidder's representative shall maintain and distribute current copies of the Service Level document as directed by Authority. Additional copies of the current Service Levels shall be available at all times to authorized parties.
- Version Control/Release Management: All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

## 22. DELIVERY OF GOODS

- Successful Bidder shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for "Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior." at all locations identified by the Authority.
- The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, such standard shall be approved by Authority.



- Successful Bidder shall only procure the hardware and software after approvals from the Authority.

### 23. WARRANTY SERVICE

- A comprehensive warranty applicable on goods supplied under this contract shall be provided for the period of contract from the date of acceptance of respective system by the Authority.
- Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- The Successful Bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Successful Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract
- The Successful Bidder warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- The Successful Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Authority's Specifications) or from any act or omission of the Successful Bidder, that may develop under normal use of the supplied Goods in the original conditions.
- The Authority shall promptly notify the Successful Bidder in writing of any claims arising under this warranty.
- Upon receipt of such notice, the Successful Bidder shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without prejudice to any other rights which the Authority may have against the Successful Bidder under the Contract.
- If the Successful Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary, at the Successful Bidder's risk, expense and consequences and without prejudice to any other rights which the Authority may have against the Successful Bidder under the Contract.

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

24. The Authority and the Successful Bidder shall make payments to either party in accordance with the provisions of the Request for Proposal. All other terms and conditions shall be as per the RFP.

25. The contract shall be governed by the Laws in India and shall be subject to the **Jurisdiction of courts in Gwalior.**

IN WITNESS WHEREOF the parties mentioned hereinbefore cause this agreement to be signed and hereunto set their respective hands and seals through their authorized representatives on the day, month and year first above written at Gwalior.

In presence of:

1. Witness \_\_\_\_\_  
Name\_\_

\_\_\_\_\_  
<Name>  
Designation of Authorized Representative Gwalior  
Smart City Development Corporation Limited

2. Witness \_\_\_\_\_  
Name\_\_

\_\_\_\_\_  
<Name>  
Designation of Authorized Representative  
Gwalior Smart City Development Corporation Limited

1. Witness \_\_\_\_\_  
Name\_\_

For and on behalf of Successful bidder

2. Witness \_\_\_\_\_  
Name\_\_

\_\_\_\_\_  
<Name>  
Designation of Authorized Representative

Sealed with the Common Seal of the Gwalior Smart City Development Corporation Limited in the presence of

1. \_\_\_\_\_  
2. \_\_\_\_\_  
Authorized persons of GSCDCL



**Annexure 6 - Format of sending pre-bid queries**

**RFP Reference No: XXXX**

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification		Telephone, Fax and E-mail of the organization Tel: Fax: Email:		
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

**Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel.**

**Annexure 7 - Power of Attorney**

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

**Power of Attorney**

Know all men by these presents, We, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms..... son/daughter/wife and presently residing

at....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Project Development and Management Consultant for Smart City Projects of Gwalior City to be developed by the Gwalior Smart City Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For \_\_\_\_\_

- Name:
- Designation:
- Date:
- Time:
- Seal:
- Business Address:

Witnesses:

1.

2.

Notarised

Accepted

.....

For \_\_\_\_\_

Name:

Designation:

Date:

Time:

Seal:

Business Address:

**Notes:**

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

**BIDDER has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.**

**POWER OF ATTORNEY FOR BIDDER BY  
CONSORTIUM MEMBER**

GSCDCL has invited Bids from interested companies for "Implementation and Operations of Citizen Service Delivery and Collaboration Platform for the City of Gwalior. ("Project").

Whereas, -----, and (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/s .....shall be BIDDER of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at., (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize --- ----- having its registered office at ,being one of the members of the Consortium, as the BIDDER and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the GSCDCL and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the GSCDCL.

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

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE  
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

.....20

For

(Name & Title)

Witnesses:

- 1.
- 2.

(To be executed by the Member of the Consortium)

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder .



**Annexure 8 - Declaration of Data Security**

(To be submitted on the Letterhead of the Lead Member and Consortium Member (If any))

To,  
**Executive Director**  
**Gwalior Smart City Development Limited (GSCDCL)**

RFP Ref: <-->

Dear Sir,

We ..... who are established and reputable bidder having office at..... do hereby certify that GSCDCL shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the GSCDCL's premises on any media. The original input data supplied to us by other Agency/ GSCDCL and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of GSCDCL. We shall abide by all security and general instructions issued by GSCDCL from time to time.

We also agree that any data from our computer system will be deleted in the presence of GSCDCL official after completion of the project task.

Thanking you,

Yours faithfully,  
Authorized Signatory of the BIDDER  
Designation  
Date

Authorized Signatory of Consortium Partner  
Designation  
Date

**Annexure 9 – Format for Performance Bank Guarantee**

For Contract Performance Bank Guarantee

**Ref :** < --- >

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

To

**Executive Director**

**Gwalior Smart City Development Corporation Limited (GSCDCL)**

**Nagar Nigam, Smart City,**

**Gwalior (M.P) 474003**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), \_\_\_\_\_, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has entered into a Contract dated ..... (Hereinafter, referred to as “Contract”) with you for “ \_\_\_\_\_”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 5% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good during the contract period and

till 180 (One Hundred and Eighty) days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until till 180 (One Hundred and Eighty) days after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against GSCDCL; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the terms of the Contract, any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of Authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any

arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 (One Hundred and Eighty) days after the End of Contract Period.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 (One Hundred and Eighty) days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Gwalior for the purpose of any suit or action or other proceedings arising out of this guarantee.

Dated ..... this ..... day ..... 20....

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

- (i) A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.