



REQUEST FOR PROPOSAL

For

Selection of System Integrator for Design, Supply, Implementation and Maintenance of a Digital Trunked Radio System (DTRS) in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas

Volume – 1: Terms of Reference

Tender No.: HWT041218524

Invited By:

Office of the ADGP (Technical Services), Gujarat State, Home
Department, Government of Gujarat



GIL, Gujarat

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1. Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Office of the ADG of Police (Technical Services), Gujarat State Police, Home Department, Govt. of Gujarat (hereinafter referred to as “GSP-HD”) and Gujarat Informatics Limited (hereinafter referred to as “GIL”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

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

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

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

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

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

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

2. Glossary

Sr. no.	Terms	Meaning
1.	AMC	Annual Maintenance Contract
2.	BEC	Bidders Evaluation Committee
3.	BOM	Bill of Material
4.	BTS/BS	Base Transceiver Station/Base Station
5.	CC	Capital Cost (CC1-Capital Cost 1, CC2 - Capital Cost 2)
6.	CEO	Chief Executive Officer
7.	DAQ	Delivered Audio Quality
8.	DD	Demand Draft
9.	DTRS	Digital Trunked Radio System
10.	EMD	Earnest Money Deposit
11.	EOL	End Of Life
12.	EOS	End Of Sale
13.	ETSI	European Telecommunications Standard Institute
14.	FDMA	Frequency Division Multiple Access
15.	GPS	Global Positioning System
16.	GoG	Government of Gujarat
17.	GIL	Gujarat Informatics Limited
18.	HOD	Head of Department
19.	INR	Indian Rupee
20.	ICT	Information and Communication Technology
21.	LoI	Letter of Intent
22.	NPV	Net Present Value
23.	O&M	Operation and Maintenance
24.	OEM	Original Equipment Manufacture
25.	PBG	Performance Bank Guarantee
26.	TQ	Technical Qualification
27.	GSP-HD	Gujarat State Police, Home Department, Govt. of Gujarat

3. Notice Inviting Bids



Office of the ADGP (Technical Services),
Gujarat Police, Home Department, Government of Gujarat, Gandhinagar -
382007

Request for Proposal for Selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas

This RFP is being published by Gujarat Police, Home Department / Gujarat Informatics Limited (GIL) for the project of Design, Supply, Deployment, Implementation, Commissioning and Maintenance of a **Digital Trunked Radio System (DTRS) Network in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas**. Bid is invited online on <http://www.gil.nprocure.com> and www.gil.gujarat.gov.in from the bidder meeting the basic eligibility criteria as stated in the bid document.

Bid Fee (Non-refundable)	<ul style="list-style-type: none"> INR 17,700/- (Rupees Seventeen Thousand Seven Hundred only (inclusive. GST@18 %) by Demand Draft or Banker's Cheque
EMD	<ul style="list-style-type: none"> EMD of INR 1,50,00,000/- (Rupees One Crore and Fifty Lacs only), 100% in the form of Bank Guarantee.
Date of Issue / Publishing of the RFP	<ul style="list-style-type: none"> 04.12.2018
Last date to submit the Pre Bid Queries	<ul style="list-style-type: none"> Bidders shall have to post queries by email to viveku@gujarat.gov.in and vaibhavp@gujarat.gov.in on or before 3 days of pre bid conference
Pre-bid Conference (Date, Time & Place)	<ul style="list-style-type: none"> Pre-Bid conference will be held on 18.12.2018 at 15:00 Venue for Pre-Bid conference: Gujarat Informatics Limited, 2nd Floor, Block – 2, Karmayogi Bhawan, Sector – 10A, Gandhinagar – 382011.
Start date for downloading RFP	<ul style="list-style-type: none"> From 04.12.2018
Last date for downloading RFP	<ul style="list-style-type: none"> Till 08.01.2019
Last Date and Time for Submission of online Bids	<ul style="list-style-type: none"> Till 08.01.2019 (15:00 Hrs.)
EMD & Bid fee Submission (in Hard Copy)	<ul style="list-style-type: none"> In sealed envelope strictly by RPAD/Postal Speed Post On or before 08.01.2019 up to 15:00 hrs. To Gujarat Informatics Limited, 2nd Floor, Block – 2, Karmayogi Bhawan, Sector – 10A, Gandhinagar – 382011.
Date and Time of Opening of Technical Bids	<ul style="list-style-type: none"> 08.01.2019 (17:00 Hrs.)
Date and Time of Opening of Financial Bids	<ul style="list-style-type: none"> To be communicated to bidders later

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

Office of the ADGP (Technical Services),
Gujarat State Police

4. Important Information

#	Information	Details
1.	Project Name/ Name of Work	“Request for Proposal for Selection of System Integrator for Design, Supply, Deployment, Implementation, Commissioning and Maintenance Of a Digital Trunked Radio System (DTRS) in Police Commissionerates of Ahmedabad City & Gandhinagar District areas”
2.	RFP Reference No.	HWT041218524
3.	Website to download RFP	http://www.gil.nprocure.com , www.gil.gujarat.gov.in
4.	Contact person and email id	Mr. Vivek Upadhyay Email id : viveku@gujarat.gov.in

5. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- (a) “Acceptance Test Document” means a document, which defines procedures for testing the installed and commissioned product and services against requirements laid down in the Agreement.
- (b) “Agreement” means the Service Level Agreement to be signed between the successful bidder and the Home Department, Government of Gujarat including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications/changes/corrigendum’s, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- (c) “Authorized Representative/ Agency” shall mean any person/ agency authorized by either of the parties.
- (d) “Bidder” means any agency who fulfils the requirement laid in the RFP documents and is possess the required expertise and experience as per the RFP document. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after the notification of award (LoI/Purchase Order/Work Order) shall mean the successful Bidder with whom TENDERER signs the Master Service Agreement for executing the project.
- (e) “Center” means Offices of TENDERER
- (f) “Contract” is used synonymously with Agreement.
- (g) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
- (h) “Days” means calendar days in a week, month or year.
- (i) “Default Notice” means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- (j) “Eligible Bidder” means a Firm satisfying qualifying criteria
- (k) “e-Tendering System” means the Government of Gujarat’s electronic tendering system listed at www.nprocure.com
- (l) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive TENDERER of the benefits of free and open competition.
- (m) “Final Acceptance Test (FAT)” means the acceptance testing of all the commissioned project components at all specified locations.
- (n) “Go Live Date” means the date on which the FAT of all the project component’s as per the Work order has been successfully completed and accepted by the TENDERER.
- (o) “Good Industry Practice” means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
- (p) “GIS” shall stand for Geographical Information Systems
- (q) “Implementation Period” shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate.

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- (r) "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
- (s) "Non-compliance" means failure/refusal to comply the terms and conditions of the Tender;
- (t) "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Proforma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee.
- (u) "Services" means services to be provided as per the requirement mentioned in the Tender;
- (v) "Services" means the work to be performed by the bidder pursuant to this RFP and to the contract to be signed by the Supplier in pursuance of the work awarded by the GIL.
- (w) "System Integrator (SI)" means the agency selected by Gujarat Informatics Limited (GIL)/GSP-HD for Design, Supply, Deployment, Implementation, Commissioning and Maintenance of a Digital Trunked Radio System (DTRS) in Police Commissionerates of Ahmedabad City & Gandhinagar District areas for the Gujarat Police DTRS project.
- (x) "TENDERER" & "AUTHORITY " here shall mean "Gujarat Police, Home Department, Government of Gujarat" which is also referred to as GSP-HD in this RFP.
- (y) "The Successful Bidder(s)" means the eligible bidder(s) whose solution gets selected for deployment under the Gujarat Police DTRS project.
- (z) "The Contract" means an agreement entered into by the GIL with the System Integrator (SI);
- (aa) "User Acceptance Test (UAT)" means the User Acceptance Testing of the ordered product and services on completion of installation and commissioning as per the requirement.

6. Introduction and Background

6.1. About Gujarat State

Gujarat – *The Land of the Legends*, with a population of 62.7 Million (2013) and an area of 196,024 sq km stands bordered by Rajasthan in the north, Madhya Pradesh in the east, and Maharashtra and the Union territories of Diu, Daman, Dadra and Nagar Haveli in the south. The Arabian Sea borders the state both to the west and the south west. Its major cities include Ahmedabad, Surat, Vadodara, Rajkot, Jamnagar and Bhavnagar. In 2010, Forbes list of the world's fastest growing cities included Ahmedabad at number 3 after Chengdu and Chongqing from China.

The state is rich in minerals and successful mining of these minerals is done in their specified areas. It produces about 98% of India's required amount of soda ash, and gives the country about 78% of the national requirement of salt. It is one of India's most prosperous states, having a per-capita GDP significantly above India's average. Gujarat records highest decadal agricultural growth rate of 10.97%. Over 20% of the S&P CNX 500 conglomerates have corporate offices here. As per RBI report, in year 2006–07, 26% out of total bank finance in India was in Gujarat. In a July 2011 report, The Economist referred to Gujarat as India's Guangdong.

6.2. About Gujarat State Police – Home Department

The Home Department is an important section in the secretariat sections of the State Government. The main purpose of the Department is “To ensure effective maintenance of the law and order in the whole state and to ensure the internal security of the state.” The main aim of the department is “The maintenance of peace and harmony in the state by intensifying the security of land and coastal boundaries through effective police action.”

6.3. About Gujarat Informatics Limited

Gujarat Informatics Ltd (GIL) was established as the nodal agency for IT development in the state in February 1999, by the Government of Gujarat. The company was started with a clear objective to promote IT and accelerate the process of E- Governance in the state. Along with the announcement of the IT policy, the Government has enabled GIL to effectively implement IT projects in the state.

Since its inception, GIL has worked aggressively to make stunning forays in the implementation of IT in the state. Having made a promising beginning with projects like the INFOCITY, GSWAN and the GR BOOK, GIL is gaining significant ground with its endeavors for computerization of Government departments, training of CIO's, developing applications, forming mergers and signing MOUs with leading national and international companies.

6.4. About the Project

Gujarat Police currently uses VHF communication systems for voice communication across the network with set of repeater stations. With the advancement in technology, there is a need felt to modernize police communication systems that are at par with the latest technology, safe and secured, and also be able to carry some amount of data and images. Gujarat Police, Home department intends to procure such a set up for its State police and para police forces. Home Department, Government of Gujarat has decided to implement Digital Trunked Radio System (DTRS) in the jurisdiction of following in the first phase:

- a) Ahmedabad city
- b) Gandhinagar District

In the second phase it has been envisaged to cover the following areas of Gujarat.

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- a) Ahmedabad Rural
- b) Vadodara City, Vadodara Rural, Chhota Udepur
- c) Surat City, Surat Rural, Tapi
- d) Rajkot City, Rajkot Rural, Morbi

6.5. Project Objectives

- To establish safe and secure communication between field force and control centers which cannot be tampered by unauthorized personnel.
- To establish robust Digital Network which will provide all inherent advantages of Digital technology over Analog Network with fulfilling all present and future needs of Police and Home Department.
- To establish digital network with defined roadmap to enable the provision of broadband LTE services in the future to equip Police team for all future requirements.
- To achieve better control in day to day communication by defining different priority levels to Police officials with different designation as per protocols.
- To establish fully scalable IP based network which should be capable of integrating remaining areas of Gujarat state in future.

6.6. Project Beneficiaries

The beneficiaries of the project would be:

- State and Para Police Forces of the State of Gujarat
- Home Department, Gujarat Police, Government of Gujarat
- The citizens of the State of Gujarat

7. Pre-Qualification Criteria

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

Sr. No.	Eligibility Criteria	Documents to be Submitted
A. Criteria for Prime Bidder		
1.	The Bidder shall submit a non-refundable Bid processing fees as mentioned in the RFP document	<ul style="list-style-type: none"> • Demand Draft / Banker's Cheque having details such as Name of the Bank / no / Amount / Date / Payable at etc
2.	The Bidder shall submit, as part of its bid, Earnest Money Deposit as mentioned in the RFP document	<ul style="list-style-type: none"> • Bank Guarantee having details such as Name of the Bank / Cheque no / Amount / Date / Payable at etc
3.	The OEM of proposed system must BID as one of the consortium partner, with Indian company as prime bidder. BID without OEM as consortium partner will be rejected. Note: One OEM can BID as a consortium partner with multiple prime bidders.	<ul style="list-style-type: none"> • Letter undertaking from prime bidder.
4.	Prime Bidder should be in business of providing radio or telecommunication infrastructure or wireless service provider or IT/ICT business for a minimum period of 5 years as on publication of bid.	<p>Radio or telecommunication infrastructure or wireless service provider</p> <ul style="list-style-type: none"> • Copy of the relevant and valid license to be submitted by the Bidder. <p>IT/ICT business</p> <ul style="list-style-type: none"> • Work Order + Work Completion Certificate • from the client Or DoT/BSNL approval certificate for own network
5.	Prime Bidder should have a minimum average annual turnover of INR 500 crores in last three financial years i.e. FY 2017-18, FY 2016-17 & FY 2015-16. Note: Turnover considered would be a consolidated turnover of the company i.e. A parent Company can use the turnover of its subsidiaries (50% and above holding) but a child company cannot use parent company's turnover.	<ul style="list-style-type: none"> • Copy of the Audited Profit and Loss statement and statutory auditor / CA certificate regarding turnover. The certificate should be originally signed or notarized. • Support letter from parent or Group Company or group companies and its subsidiaries to be provided.
6.	Prime Bidder should have a positive net worth and should be a profit making company, as on 31st March 2018.	<ul style="list-style-type: none"> • Certificate from the statutory auditor/CA clearly specifying the net worth of the firm • Audited Balance Sheet • Audited Profit & Loss Statement
7.	Prime Bidder should be registered for Goods and Service Tax (GST) and Income Tax in India.	<ul style="list-style-type: none"> • GST Registration • PAN Card

RFP for DTRS Project of Gujarat Police

Sr. No.	Eligibility Criteria	Documents to be Submitted
8.	The Prime Bidder should be registered under the Companies Act 1956 and should be in operation in India for a period of at least 5 years as on publication of bid.	<ul style="list-style-type: none"> • Certificate of Incorporation / Registration Certificate
B. Criteria for Original Equipment Manufacturers (OEMs) of proposed Central Switching, BTS, Radio Handset, NMS system		
9.	<p>The OEM should have supplied & commissioned at least 3 state wide / district wide projects anywhere in world with 75 BTS each for the technology proposed in the proposal.</p> <p>The project should have gone live and working satisfactorily for at least 1 year from the date of publishing of RFP.</p>	<p>Certificates from OEMs mentioning number of BTS supplied for various projects.</p> <p>Work order and project commissioning / acceptance certificate from end customer.</p>
10.	<p>All OEM should confirm that proposed products or technology quoted are neither end of sale nor end of life for at least 7 years and are not end of support for at least 10 years from the date of award of LOI.</p> <p>If the product is being phased out as End of Sale / End of Life / End of Support product then similar or higher specification product shall be provided by OEM and prime bidder during installation, O&M or support phase without any additional cost charged to GSP-HD.</p>	Undertaking letter from OEM.
11.	The OEM has to be severally or jointly liable for entire project as per the scope mentioned in the RFP under a consortium agreement with the prime bidder.	OEM's acceptance letter.
C. Criteria Applicable for Prime bidder and all consortium members		
12.	Prime Bidder and every consortium partner should not be blacklisted or debarred by any Government / PSU in India at the time of submission of the bid.	<ul style="list-style-type: none"> • Declaration letter by bidder as per format given in the RFP document.
13.	<p>Prime Bidder should have a local office in any of the cities of Gujarat.</p> <p>OEM should have a registered office in India.</p> <p>Note: If Prime bidder / OEM does not have the local presence in Gujarat / India respectively, it should open a local office within 60 days from issuance of LOI / Work Order whichever is earlier.</p>	<ul style="list-style-type: none"> • Supporting Documents like Rent Agreement/ Electricity Bill / Self Declaration on Company's Letter head to be submitted. • In case local presence is not available then an Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted

RFP for DTRS Project of Gujarat Police

Sr. No.	Eligibility Criteria	Documents to be Submitted
14.	<p>The Prime bidder or any Consortium partner should:</p> <ul style="list-style-type: none"> • Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. • Not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. • Not have a conflict of interest in the procurement in question as specified in the bidding document 	<ul style="list-style-type: none"> • Undertaking by the authorized signatory on stamp paper as per format.
15.	<p>In case of consortium, not more than three parties are permitted. One of the partners of the consortium, shall be designated as a “Prime Bidder”. The scope/roles and responsibilities of all members shall be clearly spelt out in the statement signed by all bidders along with a declaration of joint and several responsibilities for the execution.</p> <p>Each member of the Consortium shall be jointly and severally liable for the due implementation, operation and maintenance of the Project.</p>	<ul style="list-style-type: none"> • Consortium agreement among the members signed by the authorized signatories of the companies dated prior to the submission of the bid to be submitted in original. It shall be on a Rs. 100/- stamp paper and shall be notarized. • The agreement shall clearly specify the prime bidder, stake of each member.

Note:

1. The bidder must attach valid documents and undertakings in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper and complete supporting documents, the Bid proposals are liable to be rejected.
2. The bidder should submit Manufacturers Authorization Form (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid. The bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the OEMs which includes the post-sales support activities for the entire project period.
3. The MAF is required for all active and passive hardware/software/equipment etc. being supplied under this project.

8. Instructions to Bidder

8.1. Invitation for bids

1. Office of the ADG of Police (Technical Services), Gujarat State Police, Home Department, Government of Gujarat intends to appoint System Integrator for Design, Supply, Implementation and Maintenance of a Digital Trunked Radio System with specified functional requirements within the boundaries of Police Commissionerates of Ahmedabad City & Gandhinagar District.
2. Office of the ADGP (Technical Services), Gujarat State Police, Home Department, Govt. of Gujarat (hereinafter referred to as “the purchaser”) and Gujarat Informatics Limited (hereinafter referred to as “GIL”) intend to invite technical and financial offers from system integrators and original manufacturers or their authorized dealers having specific authorization from their original manufacture(s) to quote against this tender.
3. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and may result in rejection of its Proposal. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by Gujarat Police.
5. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process in response to this invitation.
6. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in Volume II of this tender document.
7. The term of this project agreement shall be a period of 5 years post Go Live of complete network.
8. In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Systems Integrator, GSP-HD reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 5 years post Go Live of complete network.
9. GSP-HD also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 5 years of post-implementation period. Terms and conditions of such an extension shall be prepared by GSP-HD and finalized in mutual discussion with the SI.
10. The bidder shall be required to submit their bid online in three parts: Part – 1 (EMD & Bid fee documents), Part – 2 (Technical Bid) and Part – 3 (Commercial Bid). Details are provided in Section – 8.12.

8.2. Proposal Preparation Cost

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

8.3. Pre-Bid Meeting

1. A prospective Bidder requiring any clarification on the tender document may submit his queries, via email, to the following e-mail ids on or before 15.12.2018 up to 16:00 hrs. Email Id for submission of queries: viveku@gujarat.gov.in and vaibhavp@gujarat.gov.in.
2. Gujarat Police will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid. Date, Time and Venue for the Pre-Bid Meeting:
 - a) Pre-Bid conference will be held on 18.12.2018 at 15:00 noon.
 - b) Venue for Pre-Bid conference: Gujarat Informatics Limited, 2nd Floor, Block – 2, Karmayogi Bhawan, Sector – 10A, Gandhinagar – 382011.
3. The queries should necessarily be submitted in the following format:

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

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

8.4. Signing of NDA for Information Sharing with Interested Bidders

1. It is expected that in order to prepare response to this RFP, a prospective bidder may need information that is not available in open domain, however, can be shared by the Government of Gujarat under a duly signed Non-Disclosure Agreement (NDA) in soft copy as per Annexure – A, Section 14.2 of RFP Volume - 1. The prospective bidders are requested to depute suitably qualified representatives to attend the Pre Bid Meeting. The interested bidder must submit NDA as per Annexure – A on date prior to the Pre-bid meeting if required.

8.5. Amendment of RFP Document

1. At any time before the deadline for submission of bids, Gujarat Police, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. The queries raised and given by bidders, but the clarifications not made in the Addendum and Corrigendum (if any) shall be considered to remain unchanged.

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2. The bidders are advised to visit <http://www.gil.nprocure.com> and www.gil.gujarat.gov.in on regular basis for checking necessary updates. Gujarat Police also reserves the rights to amend the dates mentioned in this RFP for bid process.
3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, Gujarat Police may, at its discretion, extend the last date for the receipt of Bids.

8.6. Conflict of Interest

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

8.7. Consortium Condition

1. The number of consortium members cannot exceed three, including the Prime Bidder.
2. A Prime Bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be. However, OEM can be member of multiple BIDS as a consortium partner.
3. Consortium members must provide a Memorandum of Understanding (MoU) showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.
4. A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of INR 100/-.
5. The successful bidder shall require to enter into agreement with all member of Consortium Members specifying following points in the Agreement. These points shall also be captured in MoU.
 - i. Identity Prime Member and Power of Attorney in favor of Prime Member.
 - ii. Roles and responsibilities of each consortium partner, the identification of the Prime partner, and providing for joint and several liabilities for each partner.
 - iii. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - iv. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority (Gujarat Police) only.
 - v. The final contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by Gujarat Police. Gujarat Policer will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the Tender in letter and spirit.

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- vi. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.
- vii. Any Dispute arising during Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Project Implementation and Operation. If in Gujarat Police's opinion, Dispute between Consortium members adversely impacting implementation and operation of the Project then Authority may at its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.
- viii. In case Gujarat Police intends to proceed for termination of contract on account of Event of Defect and /or unresolved disputes between the Consortium Members, the Consortium Members shall be jointly and severally liable for Implementation, Operation and Maintenance of project at Agreed prices and payment terms specified in this Tender, till Authority or any new agency appointed by it takes over the Project.
- ix. Gujarat Police reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Agreement.

8.8. Right to Amend the Project Scope

Gujarat Police retains the right to amend the scope of work or amend the program for service delivery at any time and without assigning any reason.

1. The bidder's technical and commercial proposals received in this process may result in Gujarat Police selecting to engage with the bidders' in further discussions and negotiations toward execution of a contract including finalization of the scope elements. The commencement of such discussions or negotiations does not, however, signify a commitment by Gujarat Police to execute a contract or to continue negotiations. Gujarat Police may terminate negotiations at any time without assigning any reason.

8.9. Gujarat Police's Rights to Terminate the Selection Process

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

8.10. Right to Reject any Proposal

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

RFP for DTRS Project of Gujarat Police

General rejection criteria

- i. Conditional Bids;
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv. Bids received after the prescribed time & date for receipt of bids;
- v. Bids without signature of person (s) duly authorized on required pages of the bid;
- vi. Bids without power of attorney / board resolution or its certified true copy.

Pre-Qualification rejection criteria

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

Technical rejection criteria

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

Commercial Rejection Criteria

- i. Incomplete price Bid;
 - ii. Price Bids that do not conform to the Tender's price bid format;
 - iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
 - iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
3. Misrepresentation / improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then Gujarat Police reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of Gujarat Police, including annulment of the Selection Process.

8.11. Bid Fee and Earnest Money Deposit (EMD)

1. The bidder should pay non-refundable Bid Fee of Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred only (Inclu. GST@18%)) in favor of “Office of the ADGP (Technical Services), Gujarat State” from Nationalized or Scheduled Banks except Co-operative Banks, payable at Gandhinagar / Ahmedabad. The Bid fees shall be in the form of a Demand Draft / Banker’s Cheque.
2. The bidder should also pay EMD of Rs. 1,50,00,000 (Rupees One Crore and Fifty Lacs only) in the form of Bank Guarantee (in the format specified in –section – 11.4) issued by any nationalized/ Scheduled bank in favor of “Office of the ADGP (Technical Services), Gujarat State” payable at Ahmedabad/Gandhinagar, with validity of minimum 180 days from the due date of bid submission.
3. No interest will be payable by Gujarat Police on the Earnest Money Deposit.
4. In case bid is submitted without EMD or Bid fees as mentioned above then Gujarat Police reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on award of WO to the Selected Bidder or when the Authority cancels the Bidding Process.
6. The Selected Bidder’s EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof as per the format provided in Annexure – C.
7. The decision of Gujarat Police regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
8. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity or its extended period, if any.
 - ii. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
 - iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - iv. The Bidder fails to co-operate in the Bid evaluation process. During the bid process, if any information found wrong / manipulated / hidden in the bid.
 - v. The Bidder does not respond to requests for clarification of their Bid.

8.12. Submission of Bids

Bidders are required to submit their bids (Part – 1, Part – 2: Technical Bid and Part – 3: Commercial Bid) online on <http://www.gil.nprocure.com>. Bid will comprise of following sections.

8.12.1 Part 1: EMD and Bid Fees

1. Bidders are required to upload the Scanned copy of Bank Guarantee and Demand draft for EMD and Tender Fee respectively (as mentioned in this RFP) at online bidding portal. Further original Bank Guarantee and Demand Draft for EMD and Tender Fee respectively, must be submitted in a sealed envelope before due Date and Time for Submission of Bids. The envelop must be super scribed with “EMD and Tender fee” with Tender No and RFP Name – “Creation of a Digital Trunked Radio System (DTRS) in Police Commissionerates of Ahmedabad City & Gandhinagar District.

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2. Part – 1 of Bid must be sent strictly by Postal Speed Post or Registered Post AD only so as to reach on or before 08.01.2019 up to 15.00 hrs at below mentioned address. Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. Gujarat Police will not be responsible for postal delays.

Address: Gujarat Informatics Limited, 2nd Floor, Block – 2, Karmayogi Bhawan, Sector – 10A, Gandhinagar – 382011., Gujarat, India

3. If the envelope (for Part – 1 containing documents for EMD & Tender fee) is not sealed and marked as instructed above, Gujarat Police assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.

8.12.2 Part 2: Technical Bid

1. It should include cover letter, all the relevant documents for pre-qualification stage with complete details as mentioned in Section 11, all the relevant documents for technical stage with complete details as mentioned in Section – 12 and RFP Copy and Addenda & Corrigendum signed and stamped by authorized signatory of the bidder.
2. Gujarat Police will not accept submission of a proposal in any manner other than that specified in the RFP. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
3. Each Bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified.
 - i. Pre-qualification criteria related documents
 - ii. Technical Proposal related documents
 - iii. RFP Copy and Addenda & Corrigendum signed and stamped by authorized signatory of the bidder on each page
4. Each page of all the documents submitted as part of bid should be signed by the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents. Pre-qualification and technical proposal should be signed by an authorized person of the bidder. The pre-qualification proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this tender.
5. Proposals must be direct, concise, and complete. Gujarat Police will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. Gujarat Police reserves the right to accept or reject any or all the proposals without assigning any reason.

6. Naming Convention for files

The bidders need to strictly follow the below mentioned File Nomenclature rules while uploading the documents in the bidding portal.

For documents mentioned under Pre-Qualification Criteria, the file naming should be: Pre-Qualification Criteria_[Document _Name]

For example:

- Pre-Qualification Criteria_Copy of Certification of Incorporation
- Pre-Qualification Criteria_PAN_Card
- Pre-Qualification Criteria_GST Registration
- Pre-Qualification Criteria_Financial_Statement_2015-16
- Pre-Qualification Criteria_Self Declaration Blacklisting

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For the documents required for Technical evaluation, the file naming should be: Technical Evaluation_[Document Name]

For example:

- Technical Evaluation_Switch Failover Time
- Technical Evaluation_Carriers Supported Per Switch
- Technical Evaluation_Network Design
- Technical Evaluation_Frequency Planning
- Technical Evaluation_Bill of Material
- Technical Evaluation_Part code details
- Technical Evaluation_Compliance to Network Features
- Technical Evaluation_Compliance to Sizing Requirement
- Technical Evaluation_MAF_OEM Name

In case of any large file (exceeding 3MB) which need to be split in two parts or more, the naming should be:

- Technical Evaluation_Compliance to Network Features_Part_1
- Technical Evaluation_Compliance to Network Features_Part_2

For any other file not covered under this, should be named appropriately as per its contents. All files should be in pdf formats and should not be password protected or encrypted. The files should not be zipped. Any other format of the file other than pdf shall not be considered as part of the submitted bid.

8.12.3 Part – 3: Commercial Bid

1. The price bid must be submitted online on <http://www.gil.nprocure.com>. **It should not to be sent physically, if submitted physically the bid shall be rejected.** Please refer Section 13 for format and instructions.

8.13. Language of Bids

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

8.14. Concessions permissible under statutes

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

8.15. Bid Validity

1. The proposal should be valid for acceptance for a minimum period of **180 days** from the Bid Opening Date (the “Proposal Validity Period”).

2. In exceptional circumstances, the TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

8.16. Taxes

1. The Prices mentioned in the Price Bid should include all applicable taxes, duties and levies as applicable. The evaluation will be done inclusive of all applicable taxes, duties and levies as applicable to the products and services.
2. Selected bidder is required to submit documents describing the total tax paid for this Project (for each component).
3. Further, Gujarat Police shall be entitled to deduct tax at source or any other taxes/cess as may be applicable.

8.17. Firm Prices and Bid Currency

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

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

1. Gujarat Police reserves its right to make changes to the scope of the work at the time of the notification of award (LoI/Purchase Order/Work Order). If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Work Order, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Work Order value & subsequently in the Contract Value (as per the tender rate) or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within Seven (7) calendar days from the date of the SI's receipt of Gujarat Police's Work Order.

8.19. Modification or Withdrawal of Bids

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

8.20. Evaluation Process

1. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by Gujarat Police, for the entire period of the contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.
2. The bidder must make sure to provide all the relevant documents to support the claim made with regards to various evaluation criteria like the company registration, turnover, net worth, projects executed, local presence, etc. Gujarat Police will examine the Bids to determine whether they are complete, responsive and whether the Bid format confirms to the Bid Document requirements. Gujarat Police may waive any

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informality or nonconformity in a Bid which does not constitute a material deviation according to Gujarat Police.

3. The Part – 1 (EMD & Bid fee) of the online bid as mentioned in Section – 8.12 of Vol – 1 of this RFP will be opened in presence of all bidders who choose to attend as per the time schedule mentioned in Section – 3. Hard copy envelop of EMD & Bid fee documents will also be opened at the same time. Important details of amount, date (as applicable) etc. will be verified and all bids complying with the same will be marked on the online portal for further opening of Part – 2 (Technical Bid).
4. After opening of Part – 2, all the documents will be downloaded from the online portal and evaluation process for all the bidders will be started.
5. At this stage, AUTHORITY will further evaluate EMD and Bid fee documents in details with respect to the format, verification from bank etc. and may terminate further evaluation process at any time for those bidders whose EMD and Bid fee documents are found in non-compliance as per above clause – 4 of Section – 8.20.
6. The Pre-qualification stage documents for all the bidders will be evaluated first as per the pre-qualification criteria mentioned in Section 7 along with supporting documents as per format provided in Section 11 of this Vol – 2 of the RFP. The technical stage documents of only those bidders shall be further considered for evaluation who will comply to all the pre-qualification criteria mentioned in Section – 7 along with supporting documents as per format provided in Section – 11.
7. After the technical evaluation (as per the criteria specified in this RFP), AUTHORITY shall consider only those qualified Bidders who get minimum 50 marks in Technical Evaluation Criteria (Section – 8.20.3) for opening of their Part – 3 (Financial Proposals/Commercial Bid) on the online portal. A date, time and venue will be notified to all the Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Bidders along with their Technical Scores will be read out and Part – 3 (Commercial Bid) will be opened only for qualified bidders.
8. AUTHORITY will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. After the financial evaluation, the final ranking of the Proposals shall be carried out.
9. For financial evaluation, the total cost of the entire project including CAPEX and OPEX (Including O&M Cost) for 5 years (excluding Telecom connectivity cost) indicated in the Financial Proposal, excluding all applicable taxes, shall be considered.
10. There should be no mention of bid prices in any part of the Bid other than the Commercial Bid.
11. Prior to evaluation of Proposals, AUTHORITY will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - a) The Technical Proposal is received with necessary supporting documentation required
 - b) It contains all the information (complete in all respects) as requested in the RFP
 - c) It does not contain any condition; and
 - d) It is not non-responsive in terms hereof
12. AUTHORITY reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by AUTHORITY in respect of such Proposals.
13. Bidders are advised that Selection shall be entirely at the discretion of AUTHORITY. Bidders shall be deemed to have understood and agreed that AUTHORITY shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
14. Any information contained in the Proposal shall not in any way be construed as binding on AUTHORITY, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

8.20.1. Opening of Part – 1 & Part – 2 of the Bid

1. Part – 1 & Part – 2 stages of the bid will be opened on the online portal as per the details mentioned in Section – 8.20 above.

8.20.2. Evaluation of Pre-Qualification Bid Documents

1. The Pre-Qualification Bids of Bidders will be evaluated as per the evaluation criteria mentioned in Section – 7 of this Vol – 2 of the RFP.
2. Gujarat Police may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid.

8.20.3. Technical Evaluation Criteria

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

1. Bidder's Competence (20 %)
2. RF Designing and Solution Architecture (65 %)
3. Project Presentation (15 %)

#	Technical Evaluation Criteria	Technical Evaluation parameter								
TQ_1.1	Bidder Competence – Turnover	<p>The bidder should have a minimum average annual turnover of Rs. 500 crores in last three financial years i.e. FY 2016-17, FY 2015-16, FY 2014-15. For every additional Rs. 100 crores of turnover, the bidder will get additional 1 mark as per below table.</p> <table border="1"> <thead> <tr> <th>Turnover (in crores)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>= INR 700 Cr.</td> <td>10</td> </tr> <tr> <td>>= INR 600 Cr. and < INR 700 Cr.</td> <td>8</td> </tr> <tr> <td>>= INR 500 Cr. and < INR 600 Cr.</td> <td>6</td> </tr> </tbody> </table> <p><i>Maximum Marks: 10</i></p>	Turnover (in crores)	Marks	>= INR 700 Cr.	10	>= INR 600 Cr. and < INR 700 Cr.	8	>= INR 500 Cr. and < INR 600 Cr.	6
Turnover (in crores)	Marks									
>= INR 700 Cr.	10									
>= INR 600 Cr. and < INR 700 Cr.	8									
>= INR 500 Cr. and < INR 600 Cr.	6									
TQ_1.2	OEM Competence – DTRS implementation experience	<p>Bidder should have minimum experience of implementation of 3 state wide / district wide projects anywhere in world with 75 BTS each for the technology proposed in the proposal (BTS must be commissioned and visible in NMS). For additional implementation of BTS, the bidder will get additional 2 mark as per below table.</p> <table border="1"> <thead> <tr> <th>No. of BTS Implementation</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>= 300 BTS</td> <td>5</td> </tr> <tr> <td>>= 225 BTS and < 300 BTS</td> <td>3</td> </tr> </tbody> </table> <p><i>Maximum Marks: 5</i></p>	No. of BTS Implementation	Marks	>= 300 BTS	5	>= 225 BTS and < 300 BTS	3		
No. of BTS Implementation	Marks									
>= 300 BTS	5									
>= 225 BTS and < 300 BTS	3									

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TQ_1.3	Bidder Competence – Financial Ratios	<p>Relative performance of the bidder (Lead bidder in case of Consortium) vis-a-vis other bidders on following financial parameters :</p> <ul style="list-style-type: none"> ▪ Asset Liability Ratio (Average for last 3 FYs: 2014-15, 2015-16, 2016–17) (2.5 Marks, Computed as $2.5 * X / X_{max}$, where X is the respective value for bidder and X_{max} the maximum value among all qualifying bidders.) ▪ Debt Equity Ratio (Average for last 3 FYs: 2014-15, 2015-16, 2016–17) (2.5 Marks, Computed as $2.5 * Z_{min} / Z$, where Z is the respective value for bidder and Z_{min} the minimum value among all qualifying bidders.) <p><i>Maximum Marks: 5</i></p>																								
TQ_2.1	RF Designing and Solution Architect	<p>DTRS Switch – Redundancy: Time for the full functionality of the DTRS to re-establish after a failure in the main switch and the takeover of the redundant one (users must be able to set up calls after that time after the failure). OEM data sheet / OEM Certification shall be used to validate the same.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th style="text-align: left;">Failover time by redundant switch</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td><= 20 Second</td> <td style="text-align: center;">5</td> </tr> <tr> <td><= 60 Second and > 20 Second</td> <td style="text-align: center;">3</td> </tr> </tbody> </table> <p>Scalability: DTRS Switch to support for 15,000 subscribers from day one and scalable up to 30,000 subscribers. OEM data sheet for DTRS switch/ OEM Certification shall be used to validate the same.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th style="text-align: left;">Scalability</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td>No need for additional hardware and licenses in the network infrastructure in future to support the additional 15,000 users</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Additional hardware and licenses required in network infrastructure in future to support the additional 15,000 users</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>Number of Carriers supported / Switch from day one. OEM data sheet for DTRS switch/ OEM Certification shall be used to validate the same.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th style="text-align: left;">Carriers supported / Switch</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td>>= 250 Carrier</td> <td style="text-align: center;">3</td> </tr> <tr> <td>>= 200 Carrier and < 250 Carrier</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>Feature in Fall Back mode - Group call, individual call, emergency call, Encryption and data services supported. (OEM data sheet for Site controller or BTS) / (OEM Certification) shall be used to validate the same :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th style="text-align: left;">Feature in Fall Back mode – Group Call</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td>Yes</td> <td style="text-align: center;">3</td> </tr> <tr> <td>No</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Failover time by redundant switch	Marks	<= 20 Second	5	<= 60 Second and > 20 Second	3	Scalability	Marks	No need for additional hardware and licenses in the network infrastructure in future to support the additional 15,000 users	2	Additional hardware and licenses required in network infrastructure in future to support the additional 15,000 users	1	Carriers supported / Switch	Marks	>= 250 Carrier	3	>= 200 Carrier and < 250 Carrier	1	Feature in Fall Back mode – Group Call	Marks	Yes	3	No	0
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Note:

1. For all above points bidder is required to submit the supporting documents along with shared format as given in section 12 of RPF Vol.1.

8.20.4. Evaluation of Commercial Bids

1. GSP-HD will award the Contract to the Bidder based on QCBS (Quality Cost Based System) as defined in section 8.20.5 of RFP Vol - 1.
2. No additional cost in any form will be entertained by GSP-HD during the contract period. For evaluation of successful bidder, GSP-HD will consider capital expenditure and operational expenditure.
3. Total Estimated Commercial Bid of a bidder would be calculated based on quantities given in Section 13. The quantities in this table has been derived/estimated, considering comprehensive O&M period of 5 years. For certain line items in section 13 quantities are not mentioned as the same shall be incorporated by the bidder with respect to their solution proposed to meet entire scope as defined in RFP.
4. The extension can be decided in future depending on the satisfactory performance of the bidder by competent authority, based on future expansion needs and sole discretion of GSP-HD.
5. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
6. Since the payments to the SI will be made over several years, the Discounted Cash Flow (DCF) method will be used to compare different payment terms, including advance payments and progressive stage payments to the SIs so as to bring them to a common denomination for determining lowest quote.
7. The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India.
8. Detailed modalities for applying DCF technique are as below: Net Present Value (NPV) method will be used for evaluation of the Commercial Offer. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial Offer is illustrated below.
 - a) Gujarat Police will evaluate the offers received by adopting Discounted Cash Flow (NPV) method with a discounting rate of 9%.
 - b) NPV will be calculated on the annual cash outflows.
 - c) Standard software for example 'Excel', 'or any other spreadsheet will be used for NPV analysis.
 - d) The NPV will be calculated using the formula below:

$$NPV (Cb) = C_0 + C_1/(1+r)^1 + C_2/(1+r)^2 + C_3/(1+r)^3 + C_4/(1+r)^4 + C_5/(1+r)^5$$

Where,

C₀ ... C₅ are the yearly cash outflows as illustrated below

- C₀ is the Net Value of CAPEX (A) as per Section – 13.2.2 of Vol –1 for Supply, Installation, Testing and Commissioning Phase
- C₁ is defined as: (Cost of Operations and Maintenance Services for the 1st year after “Go-Live”) as per Section – 13.2.3 of Vol – 1.
- C₂ is defined as: (Cost of Operations and Maintenance Services for the 2nd year after “Go-Live”) as per Section – 13.2.3 of Vol – 1.
- C_n is defined as: (Cost of Operations and Maintenance Services for the Nth year after “Go-Live”) as per Section – 13.2.3 of Vol – 1.

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- r is the annual discounting rate (9%) as specified in Para (8) above

9. Each Bidder's commercial quote (**Grand Total as per Section – 13.2.1 - FX**) shall be considered with respect to lowest commercial quote received (**Lowest Grand total identified- FM**) in final bid evaluation process as defined in section 8.20.5 of RFP Vol. 1.
10. **Arithmetical errors:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

8.20.5. Evaluation of Bids and Selection Method

1. The Technical stage documents of the Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee may invite each Bidder to make a presentation as part of the technical evaluation.
2. The bidder must make sure to provide all the relevant documents to support the claim made with regards to various evaluation criteria like turnover, projects executed, etc. Gujarat Police may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
3. AUTHORITY will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Bidder. The **lowest Financial Quote (FM)** will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 x (FM/FX), where FX is the Financial Quote of the Bidder arrived as per the commercial bid evaluation defined in section 8.20.4 of the RFP Vol.1

4. All the proposals will finally be ranked according to their combined **technical (ST)** and **financial (SF)** scores as follows,

$$\text{Combined Score (S)} = \text{ST} \times \text{TW} + \text{SF} \times \text{FW}$$

5. Where Technical Score (ST) will be calculated as per Section – 8.20.3. TW and FW are weights assigned to the Technical Proposal and Financial Proposal, which shall be 65% and 35% respectively.
6. The Selected Bidder shall be the Bidder with the highest combined score (S). The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in this RFP, as the case may be.
7. In case of a tie where two or more bidders achieve the same Combined Score (S), the bidder with the higher technical score will be invited for negotiations and awarding the contract.
8. In case of a tie on the technical scores and financial score, the NPV(Cb) will be calculated to the third place of decimal and the bidder with lesser NPV (Cb) will be invited for negotiations and awarding of the contract.

8.21. OEM / Implementation Partner Participation Criteria

1. OEM must be present as one of the consortium partner in every BID.

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2. The Prime bidder must ensure to submit a manufacturer's authorization form from respective OEMs of which product bidder's is proposing stating that the bidder in concern would be bidding for their products/solutions.
3. The OEM has to be severally or jointly liable for entire project as per the scope mentioned in the RFP under a consortium agreement with the prime bidder.
4. All OEM should mention in authorization letter that products or technology quoted are neither end of sale nor end of life and are not end of support till the successful completion of O&M phase.
5. Bidders are required to specify only one specific make and model of each item and provide the details in the Technical bid. Providing more than one option shall not be allowed.

Additional OEM / Brand Compliance requirement

- a) OEMs will certify the installation base and the project experience. This certificate shall be issued through the **Global Headquarters** and attested by the Indian office. Authority shall verify the claim of OEMs by using publicly available sources. In case there is any doubt of gross negligence or providing erroneous or incorrect information/declaration, decision of Tendering Authority shall be final and binding upon the Bidder and OEM. Also, in such cases, No representation/further correspondence with OEM/Bidder shall be entertained.
- b) For all components, authorized registered service/support center should be **in operation within India**. The Bidder should submit an undertaking from the OEM to that effect.

8.22. Notifications of Award and Signing of Contract

1. Prior to the expiration of the period of proposal validity, the successful bidder will be notified in writing or by fax or email that its proposal has been accepted.
2. It is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Work Order/Purchase Order/Letter of Intent (LoI), whichever is earlier. All reference timelines as regards the execution of the project and the payments to the System Integrator shall be considered as beginning from the date of issuance of the Work Order/Purchase Order/Letter of Acceptance, whichever is earlier.
3. Successful bidder will have to provide unconditional acceptance of the Work Order/Purchase Order/Letter of Intent (LoI) within 7 calendar days from the receipt of the notification of award (LoI/Purchase Order/Work Order).
4. The notification of award (LoI/Purchase Order/Work Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with GSP-HD, it will promptly notify each unsuccessful bidder and return their EMDs.
5. At the time GSP-HD notifies the successful Bidder that its bid has been accepted, GSP-HD will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 calendar days of receipt of the Pro forma Contract, the successful Bidder shall sign and date the Contract with GSP-HD. Draft Format of the Pro forma contract is given in the Annexure – B, Section 14.2.

8.23. Quantity Variation

1. The quantity defined in the RFP for all BoQ line items are estimated and the actual quantity will be executed based on the actual site survey by the selected bidder in the geography areas at the time of project implementation. The quoted rate will remain firm and same for such variation in quantity. The successful bidder shall not object to the upward or downward variation in quantities. It is bidder's responsibility to quote right quantities of all system, hardware, software, infrastructure, electrical, etc. components for a system to run successfully as a whole to achieve required functionalities and 100% radio coverage for

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geography to be cover under scope of this RFP. Any additional component required to fulfill this requirement must be provided by bidder without addition cost to GSP-HD.

2. If required additional quantity, repeat order may be given by Gujarat Police on later stage, the payment for such additional quantities shall be made at tender rates and the tender rates shall be valid for 3 years from the date of issue of WO to selected bidder.
3. No claim shall be entertained or become payable for price variation of differential quantities.

8.24. Performance Bank Guarantee

1. The successful bidder shall at his own expense, deposit with department, within 15 calendar days of the notification of award (done through issuance of the Work Order/Purchase Order/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, in favor of Gujarat State Police, Home Department, Govt. Of Gujarat, for the due performance and fulfilment of the contract by the bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
3. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of 180 days after the expiry of the Contract Period ("Validity Period") and shall renew it for the extension of Contract, if any.
4. The Performance Bank Guarantee letter format can be found in the Annexure - C of this document.
5. No interest shall be payable on the Performance Bank Guarantee.
6. If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
7. In the event of the Bidder being unable to service the contract for whatever reason, department would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the RFP and the Contract.
8. Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
9. In the event of termination, Tenderer may invoke the Performance Bank Guarantee to enforce the remedies available with the Tenderer as per the contract agreement against the damages caused by the successful bidder that may have resulted from such default and pursue such other rights and/or remedies as may be available to the Tenderer under law.

8.25. Governing Law

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

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

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

8.27. Terms and Conditions of the Tender

1. Bidder is required to refer to the draft Contract Agreement, attached as Annexure – B, Section 14.3 in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.
2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure - B. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

8.27.1. Intellectual Property Rights and Rights to Integrated Application System

1. Gujarat Police, Home Department shall retain all right, title and interest in and to any and all software, firmware and hardware designed and developed for GIL / Gujarat Police, Home Department by the bidder pursuant to this agreement, and any modifications thereto or works derived there from : Bidder shall have no right, title or interest in or to such designs, programs, modifications for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications in order to perform services hereunder, and as may be expressly set forth herein or in a separate written agreement executed between the parties. The terms software, software programs and programs shall include specifications, documentation, and technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to GIL / Gujarat Police, Home Department by the bidder pursuant to this agreement. The terms firmware and hardware shall include the designs, drawings, specifications, custom designed electronic devices, documentation and technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to GIL / Gujarat Police, Home Department by the bidder pursuant to this agreement.

8.28. Bid submission format

1. The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the bid. The process and formats of bid submission along with list of documents to be submitted are mentioned in sections – 8.12, 11, 12 and 13.

9. Service Level Agreements

1. Service Level Agreement (SLA) shall become the part of Agreement between Gujarat Police and the Successful Bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.
2. The Successful Bidder (refer as System Integrator, SI) has to supply software/automated tools to monitor all the SLAs mentioned below.

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

- a) There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder.
 - b) The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
 - c) Theft cases by default would not be considered as "beyond the control of Bidder". However, certain cases, based on circumstances & certain locations, Gujarat Police may agree to qualify as "beyond the control of Bidder". Damages due to any accident / mishap shall be considered as "beyond the control of Bidder".
3. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to Gujarat Police for the duration of this Agreement.

9.1. Measurement of SLA

1. The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on monthly basis.
2. The SLA also specifies the liquidated damages for lower performance and breach conditions.
3. The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and audited by Gujarat Police or its appointed Consultant for accuracy and reliability.
4. Gujarat Police and GIL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters/ penalty. The SLAs defined, shall be reviewed by Gujarat Police / GIL on a monthly basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by Gujarat Police / GIL after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages/ penalties, which are noticed after project has gone live.
5. Total liquidated damages to be levied on the SI shall be capped at 15% of the total contract value. However, Gujarat Police would have right to invoke termination of the contract in case the overall liquidated damages equals 15% of total contract value.

9.2. Implementation Stage SLA

Timely delivery of the Scope of Work

S no	Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT/FAT of the same.
1	Service Level Requirement	All the deliverables defined in RFP has to be submitted On-time on the date as mentioned in the contract with no delay.
2	Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the timelines mentioned in the section “Milestones / Project Timelines” in Section – 10 of RPF Volume– 1.
3	Penalty for non-achievement of SLA Requirement	Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage of 0.01% of the CAPEX of contract / Work Order value per week per activity with a maximum penalty cap of 10% of contract / Work Order value. If the liquidated damage reaches 10% of the total contract value, Authority may invoke termination clause. This penalty will be calculated for all delayed activities. For ex. : If 1 st activity is delayed by 1 week and thus 2 nd activity (which is in series of 1 st activity and couldn't be fast tracked to avoid further delay) is also delayed by 1 week, then 0.02% of the CAPEX of contract / Work Order value will be deducted as penalty for both delayed activities.

9.3. SLA for Manpower Deployment

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

S no	Element	Details
1	Definition	Bidder is required to propose the CVs of the required technical manpower (as mentioned in Section 5.4 of RFP Volume- 2). It is vital that such manpower is available to Gujarat Police/End user department and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these man-power.
2	Service Level Requirement	Availability of the required man-power should be 100%. Note: Project team shall require to take the approval from the Gujarat Police or concerned authority for leave. The penalty shall be waived off for that approved leaves. In case of absence of approval the penalty shall be levied.
3	Measurement of Service Level Parameter	Following instances would be considered as SLA non-compliances: <ul style="list-style-type: none"> Replacement of a profile by the Bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year). Non-deployment of the profile for more than 1 month. Authority reserves the right to ask SI to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark.

RFP for DTRS Project of Gujarat Police

		Note: Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.	
4	Penalty for non-achievement of SLA Requirement	For every SLA non-compliance reported and proved, there shall be a penalty as given below:	
		Team Member	Penalty
		Project Manager	Penalty of INR 10K per day for non-availability at Project site.
		RF Network Design Expert / Solution Architect	Penalty of INR 7K per day for non-availability at Project site.
		For all other team members	Penalty of INR 5K per day per member for non-availability at Project site.

9.4. SLA Matrix for Post Implementation SLAs

S no	Performance Area	SLA	Penalty
Equipment Availability of DTRS Switch for a month			
1	Equipment Availability (EA) EA for month (%) = $\frac{[\text{Total minutes in a month} - \text{Planned network downtime} - \text{Total down time(min) in a month}] * 100}{[\text{Total minutes in a month} - \text{Planned network downtime}]}$ X= [100-(uptime value)] <i>Availability of DTRS switch shall be measured from NMS provided by the bidder. EA(%) will be calculated for all switches installed.</i>	>=99.95%	No penalty
		<99.95% to >=98.5%	Penalty of 5% of total O&M charge to be paid per month
		<98.5 %	Additional Penalty of X% of total O&M charge to be paid per month + blacklisting of vendor for future Phase – 2 DTRS Project.
Combined Equipment Availability of BTS, Site Controller, Dispatcher, Voice Recording Server, AVLS Server, Voice/PSTN Gateway, Router, Switch for a month			
2	Combined Equipment Availability (EA) EA for month (%) = $\frac{(\text{Total minutes in a month} - \text{Planned network downtime} - \text{Total down time(min) in a month}) * 100}{[\text{Total minutes in a month} - \text{Planned network downtime}]}$ (for all equipment) X= [100-(uptime value)]	>=99.95%	No penalty
		<99.95% to >=95%	Penalty of 3% of total O&M charge to be paid per month
		<95 %	Penalty of additional X% of total O&M charge to be paid per month + blacklisting of vendor for future Phase – 2 DTRS Project.

RFP for DTRS Project of Gujarat Police

	<i>Availability of BTS, Site Controller, Dispatcher, CDRS AVLS Server, Voice/PSTN Gateway, Router, Switch shall be measured from NMS provided by the bidder.</i>		
Equipment Availability of End User Radio Devices			
3	Once Faulty End User Radio device is identified, the same shall be Collected from respective Police station in Gujarat and shall be repaired or replaced on site within 1 day from the date of call logged by means of email/ at call centre of Prime Bidder / OEM.	Repaired or Replaced onsite in less than one day	No Penalty
		Repaired or Replaced onsite in more than one day	Penalty of INR 5000/- per day per radio device shall be applicable for every consecutive day.
Backbone Connectivity Network Availability for a month			
4	Primary Backbone link availability – Proposed with all last mile connectivity on Fiber only (MPLS/LL/Dark Fibre) between BTSs and switch OR between BTSs. X= [100-(uptime value)] <i>Availability of links shall be measured from client / NMS provided by service provider.</i>	>=99.50%	No penalty
		<99.50% to >=98.5%	Penalty of 1% of total recurring charge of link per month
		<98.5 %	Penalty of additional X% of total recurring charge of link per month
5	Secondary Backbone link availability – Proposed with all last mile connectivity on RF only (MPLS/LL/Dark Fibre) between BTSs and switch OR between BTSs. X= [100-(uptime value)] <i>Availability of links shall be measured from client / NMS provided by service provider.</i>	>=98.50%	No penalty
		<98.50% to >=95.0%	Penalty of 1% of total recurring charge of link per month
		<95.0 %	Penalty of additional X% of total recurring charge of link per month
SLA for Call Failure in a month			
6	Call failure (Grade of Service) % Call failure X= [100-(uptime value)] <i>Call failure rate shall be measured from NMS provided by the bidder for DTRS network monitoring.</i>	<= 2%	No penalty
		> 2% to <=4%	Penalty of 3% of total O&M charge to be paid per month.
		> 4%	Additional Penalty of X% of total O&M charge to be paid per month + blacklisting of vendor for future Phase – 2 DTRS Project.
		Note : Bidder will have to provide untampered records from NMS/central switch indicating how many calls were initiated in a month, how many got through and how many got failed.	
7	Site down due to failure to start DG	1 case / month	Penalty of 0.1% of total O&M charge to be paid per month per Base Station

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		2 case / month	Penalty of 0.5% of total O&M charge to be paid per month per Base Station
		>= 3 case / month	Penalty of 1% of total O&M charge to be paid per month per Base Station
Note : After power failure is reported in NoC for any BTS site, if site goes down due to failure in auto switchover to DG, then penalty will be applied.			

Note: Penalty for non-deployment of manpower and Post Implementation SLAs will be considered in addition to the maximum penalty limit mentioned for Implementation Stage SLA.

10. Payment Schedule and Milestones

10.1. Milestones of Implementation

T= 10 days from date of LoI / WO whichever is earlier.

X may range between 1.5 to 6 Months depending upon WPC process.

Sr. No.	Milestone	Completion Timeline
1	Completion of detailed RF survey, frequency planning and submission of Network design architecture.	T + 1 Month
2	Support for WPC Application submission as per the network feasibility survey and design document submitted to Gujarat Police.	T + 1.5 Months
3	Support for License approval and spot frequency receipt from WPC & DoT.	T + X Months
4	Go live of complete Network after Supply, Installation, Testing and Commissioning with successful FAT of this scope	T + X + 4 Months
5	Operation & Maintenance for 5 years.	T + X + 64 Months

10.2. Payment Schedules

10.2.1. Milestones and Payment Schedules for Implementation Phase

T= 10 days from date of LoI / WO whichever is earlier.

Milestones	Payment Milestone	Payment Schedule	Time Schedule
Mo	Mobilization Advance - Completion of detailed RF survey, frequency planning and submission of Network design architecture.	2% of overall capex value	T + 1 Month
M1.1	Supply, Installation, Commissioning, Successful FAT of entire Network and Go live of complete Network.	78% of overall capex value	T + X + 4 Months
M1.2	Three months of successful Operation and Maintenance after Successful FAT of entire Network.	10% of overall capex value	T + X + 7 Months
M2.1	Twelve months of successful Operation and Maintenance after Successful FAT of entire Network.	10% of overall capex value	T + X + 16 Months

Note: Above mentioned all payments are milestone based and not time schedule based.

10.2.2. Milestones and Payment Schedules for Operations and Maintenance Phase

The Operations and maintenance phase will start with Go-Live of entire Network after successful completion of Final Acceptance Testing (FAT) of entire system covered under the scope of this RFP. The SI will be required to adhere to the SLA and provide post implementations support of warranty on all hardware, software and applicable licenses (except user radios which are with base warranty) for a period of 5 years after Go-Live.

Milestones	Payment Milestones	Payment Schedule	Time Schedule
M3	Year 1 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 1
M4	Year 2 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 2
M5	Year 3 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 3
M6	Year 4 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 4
M7	Year 5 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 5

Note:

- i. All payments to the SI shall be made upon submission of invoices along with necessary approval certificates from concerned Authority like Gujarat Police or GIL.
- ii. The above payments are subject to meeting of SLAs failing which the appropriate deductions as per SLA mentioned in this RFP will be made applicable.
- iii. Gujarat Police will release the payment within 20 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of Gujarat Police. Gujrat Police shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where Gujarat Police disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in Resolution of dispute.

11. Formats for Pre-Qualification Bid

11.1. Bid Cover Letter

(To be on the Prime Bidder's letterhead duly Signed by Authorized Signatory)

Tender Ref No:

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Reference: "Request for proposal (RFP) for selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas"

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date..... and tender document no. and confirm that:

1. All information provided in this proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the items (including services) as per the price bid format Section-13 as mentioned in the RFP Vol-1.
5. We the Bidder are not under a declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies at the time of bid submission.
6. We have an office in the state and relevant documents for the same are attached. We undertake that if the local presence is not there in the state, that we shall establish an office at Gandhinagar/ Ahmedabad, within 45 days from the date of the award of contract.
7. Gujarat Police may contact the following person for further Information regarding this tender: -
 - a. Name & Designation:
 - b. Full address of office
 - c. Email ID & Contact No.
8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours Sincerely,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name of the bidder:

11.2. Bidder Information Format

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

DATE: DD/MM/YYYY

To whomsoever it may concern,

Bidder information Format

Please find below the details of bidder for participation in “selection of agency for setting up DTRS Network

#	Particulars	Bidder
1.	Name of the organization	
2.	Type of Organization (Pvt. Ltd/ Public Limited)	
3.	Address of Registered office	
4.	Company Registration Details 1. Registration Number of the Firm/company 2. Name of the place where the firm/company was registered 3. Date when the company was registered 4.Product /Service for which registered 5. Validity Period, if applicable	
5.	Address of corporate office	
6.	Address of local office in Gujarat (if any)	
7.	PAN/ Equivalent	
8.	VAT/ Equivalent	
9.	GST Registration No.	
10.	Service Tax No	
11.	No of years of operations in India	
12.	Name, e-mail address and contact details of the person to whom all references shall be made regarding this RFP	
13.	Designation of the person to whom all references shall be made regarding this RFP	

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#	Particulars	Bidder
14.	Address of the person to whom all references shall be made regarding this RFP	
15.	Website address of the Firm/company	
16.	Details of ownership of the firm (Name and Address of the Board of Directors, Partners etc.)	
17.	Authorized Signatory Name	
18.	Authorized Signatory Designation	
19.	Authorized Signatory Contact Details	

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

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

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

11.3. Pre – Qualification Documents Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (File Name)
1.	Bid Covering Letter		
2.	DD/Banker's Cheque of Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred Only (incl. GST@18%)) as Bid Processing Fee (PQ_1)		
3.	EMD of Rs 1,50,00,000 /- (Rupees One Crore and Fifty Lacs only) (PQ_2)		
4.	Undertaking letter from Prime Bidder regarding OEM as one of the consortium partner for the BID submitted (PQ_3)		
5.	Details of nature of Prime Bidder's business (PQ_4)		
6.	Details of Annual Turnover for last three financial years 2015-16, 2014-15, 2013-14 (Form PQ_5) (Applicable to Prime Bidder)		
7.	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years (Applicable to Prime Bidder)		

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#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (File Name)
8.	Copy of the audited Profit & Loss Statements for last three financial years 2015-16, 2014-15, 2013-14 Incorporation(<i>Applicable to Prime Bidder</i>)		
9.	Copy of Audited Balance Sheet for last three financial years 2015-16, 2014-15, 2013-14 Incorporation (<i>Applicable to Prime Bidder</i>)		
10.	Certificate from the Statutory auditor / CA clearly specifying the net worth for the specified years (PQ_6) (<i>Applicable to Prime Bidder</i>)		
11.	Copy of GST and PAN registration (PQ_7) (<i>Applicable to all Consortium members including prime bidder</i>)		
12.	Copy of Certificate of Incorporation (PQ_8) (<i>Applicable to all Consortium members including prime bidder</i>)		
13.	Details of the projects executed (Form PQ_9) (<i>Applicable to Prime Bidder and OEM as a consortium Partner</i>)		
14.	Undertaking Letter from OEM for EOS/EOL support for at least 10 Years (PQ_10)		
15.	OEM acceptance Letter for severally and joint liability for entire project along with prime bidder (PQ_11)		
16.	Declaration letter that the firm is not debarred / blacklisted by Central Government or any State Government organization / department / PSU in India at the time of submission of the Bid, in the format given in the RFP (PQ_12) (<i>Applicable to all Consortium members including prime bidder</i>)		
17.	Supporting Documents like Rent Agreement/ Electricity Bill / Self Declaration on Company's Letter head to be submitted for Local Office in Ahmedabad. OR Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted (PQ_13) (<i>Applicable to all Consortium members including prime bidder</i>)		
18.	Declaration on stamp paper, for the bidder not being insolvent or in receivership or bankrupt(PQ_14) (<i>Applicable to all Consortium members including prime bidder</i>)		
19.	Consortium Agreement (PQ_15)		
20.	Affidavit as per Given Format in section 11.11 of RFP Vol.1		

11.4. PQ_2: Format for Bank Guarantee for Bid Security (Earnest Money Deposit)

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Dear Sir,

WHEREAS (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for **Design, Supply, Implementation and Maintenance of " A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas "** against RFP No. **HWT041218524** for the Gujarat Police, Home Department, Government of Gujarat.

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

I. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the ("GOVERNMENT OF GUJARAT") the Guarantee: THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GOVERNMENT OF GUJARAT under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GOVERNMENT OF GUJARAT under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GOVERNMENT OF GUJARAT in that behalf and without delay/demur or set off, pay to GOVERNMENT OF GUJARAT any and all sums demanded by GOVERNMENT OF GUJARAT under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GOVERNMENT OF GUJARAT to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 180 days (as the case may be) from the date of bid submission. The Bank shall extend the Guarantee for a further period which may mutually be decided by the bidder & GOVERNMENT OF GUJARAT.

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The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.

4. The BANK also agrees that GOVERNMENT OF GUJARAT at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that GOVERNMENT OF GUJARAT may have in relation to the Bidder's liabilities.

5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GOVERNMENT OF GUJARAT or any other indulgence shown by GOVERNMENT OF GUJARAT or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

6. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this.....Day of.....

Witness

(Signature)

(Name)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

Designation with Bank Stamp

Plus Attorney as per Power of

Attorney No.

Dated:

List of approved Banks: All Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD /10/2013/107/DMO Dated 06.04.2013 issued by Finance Department.

11.5. PQ_5: Bidder Annual Turnover

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

Date: DD/MM/YYYY

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Subject: “Request for proposal (RFP) for selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas ”

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in Police Commissionerates of Ahmedabad City & Gandhinagar District areas.

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

#	Details	FY 2015-16 (in Crores) (i)	FY 2016-17 (in Crores) (ii)	FY 2017-18 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- prime Bidder				

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

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

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

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

RFP for DTRS Project of Gujarat Police

Address :
Telephone& Fax:
E-mail address :

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

11.6. Auditor's Certificate for turnover for bidder

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

Date: DD/MM/YYYY

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Sir/Madam,

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

Sr. No.	Financial Year Ending	Annual Turnover (Rs in Crores)
1.	31 st March, 2016	
2.	31 st March, 2017	
3.	31 st March, 2018	
	Average Turnover	

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

Yours Sincerely,

Signature of Auditor (with official seal)

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

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

11.7. PQ_6: Auditor's Certificate for net worth for bidder

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

Date: DD/MM/YYYY

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Sir/Madam,

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

Sr. No.	Financial Year Ending	Net worth (Rs in Crores)
1.	31 st March, 2016	
2.	31 st March, 2017	
3.	31 st March, 2018	

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

Yours Sincerely,

Signature of Auditor (with official seal)

Name :

Designation :

Address :

Telephone& Fax:

E-mail address :

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

11.8. PQ_9: Details of Similar Work Undertaken

Date: DD/MM/YYYY

DETAILS OF PAST EXPERIENCE

Sr. No.	Client Name & Address	Project Name	Nos. of BTS commissioned	User Capacity (Nos. of handheld, Mobile vehicle & Fixed Radio Stations Deployed)	Contact details (Name, Designation, Phone No., Email ID)
1					
2					
3					
4					
5					

Note:

1. Upload the copy of successful work completion/Work in Progress certificates from client, Work Order/ Purchase Order, Self-certificate of completion or work order and phase completion certificate from client etc.
2. Please mention only those projects which meet the eligibility criteria bidder.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax:

E-mail address :

11.9. PQ_12: Self Declaration – No Blacklisting

Date : DD/MM/YYYY

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

I have carefully gone through the Terms & Conditions contained in the RFP Document [No_____] regarding “selection of System Integrator for Design, Supply, Implementation and Maintenance of a Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas” for a period of five years. I hereby declare that my company has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs.

I further certify that I am the Director/Company Secretary/Authorized Signatory and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name & Designation
Seal
DIN/Membership No.
Date:
Business Address:

11.10. PQ_14: Self-Declaration for Bidder Not Being Insolvent or In Receivership or Bankrupt

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

Date: DD/MM/YYYY

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Dear Sir,

In response to the Tender Ref. No. _____ dated _____ for “selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas”, as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____:

- a) is not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons
- b) not has, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings
- c) does not have a conflict of interest in the procurement in question as specified in the RFP

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

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Date :
Place :
Seal of the Organization :

11.11. Affidavit

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

Name of work:

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

Signed by the Authorized Signatory of the firm

Title of the office: _____

Name of the firm: _____

Date: _____

12. Formats for Technical Bid

12.1. General Instructions on Preparation of the Technical Proposal

- i. Bidders have to submit a very structured and organized technical bid, which will be analyzed by the GSP-HD for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the QCBS based evaluation will be carried out, the quality and completeness of the information submitted by the Bidder will matter a lot.
- ii. Bidder is expected to divide its Bid in following sections / documents:

a. Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Bidder to submit the supporting documents for all parameters as mentioned in the section 7 of RFP Vol.1. Some of the required documents are as follows:

1. Financial Capability of the Bidder including financial ratios in required formats and supporting documents
2. Experience in Similar projects
3. Any other documents as mentioned in section 7 of RFP Vol – 1.

b. Technical Proposal: Bidders have to submit a structured and organized technical proposal, which will be analyzed by GSP-HD for different compliances with regards to the requirements of the project. Each point listed below must be provided in detail with the necessary supporting documents and assumptions along with necessary documents asked as per section 8.20.3 of Vol - 1 and section – 4 of Vo. – 2 of RFP. Information to be included by the bidders in their Technical Proposal is as follows:

1. Understanding of the Project Scope – must contain assessment study and finalization of infrastructural, functional and technical requirements.
2. Solution Architecture- must contain detail about technology offered, complete Network design, RF coverage plan for all geography along with receiver sensitivity details graph, No. of BTS planned for each geography, RF frequency requirement, Scalability and redundancy plan in network design, Communication traffic flow / architecture in proposed central or distributed network architecture proposed, IP backbone connectivity plan etc.
3. How the solution architecture of the integrated solution would work under various scenarios (no points of failure).
4. Bidder shall include any additional hardware or software required to make their solution fully functional as per the Gujarat Police, Home Department requirement.
5. Approach & Methodology for design, Supply, Installation, Commissioning, Go live and maintenance for implementation & post-implementation period
6. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
7. Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
8. Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.

RFP for DTRS Project of Gujarat Police

9. Risk Mitigation plan

c. Other Details

- i. **Bill of Material:** This document should give details of all the proposed passive and active (Hardware and software along with necessary licenses required) along with service components without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document. Bidders will have to list all items considered in Commercial bid line item of “Any other miscellaneous items” into their unpriced BOM in technical bid documents.
- ii. Part code no. details as per format provided in Section – 4.6.1 of Vol – 1 of RFP.
- iii. Line by line compliance to Technical and Functional Specifications as mentioned in Section 4 of Vol - 2 of RFP.
- iv. Make & Model of all passive and active components along with datasheets highlighting the Technical Specification parameters in each datasheet for compliances.
- v. Manufacturers Authorization Form (MAF) from Original Equipment Manufacturers (OEMs) for all active and passive hardware/software/equipment etc. being supplied under this project.
- vi. CVs of the Key Manpower proposed (Qualification of each resource is provided in Volume 2, Section 5.4)

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

#	Documents required	Submitted (Y / N)	Document Proof (File Name)
1.	Bidder Competence related document - Turnover (TQ_1.1)		
2.	Details of similar work undertaken by OEM for showcasing product, technology and overall solution experience (TQ_1.2)		
3.	Bidder Competence related document – Financial Ratio (TQ_1.3) Certificate of Asset Liability ratios and Debt Equity Ratio from the Statutory auditor / CA		
4.	Understanding of the RF designing and Project, Solution Architecture (Network designing) & frequency planning etc. as per (TQ_2.1)		
5.	Project Presentation (TQ_3.1)		
6.	Profile details of People on Project with required qualification and experience.		
7.	Approach & Methodology for design, Supply, Installation, Commissioning, Go live and maintenance for implementation & post-implementation period		
8.	Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients		
9.	Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.		

RFP for DTRS Project of Gujarat Police

#	Documents required	Submitted (Y / N)	Document Proof (File Name)
10.	Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.		
11.	Risk Mitigation plan		
12.	Make & Model of all passive and active components along with Part Code No.		
13.	Compliance to Technical and Functional Specifications as mentioned in RFP Volume 2, Section 4		
14.	Detailed Bill of Material without prices (incorporating indicative BOQ as per RFP Volume 2 , Section 4.6.3)		
15.	Datasheets of all passive and active components highlighting the Technical Specification as mentioned Volume 2, Section 4		
16.	Authorization letter from OEMs (MAFs)		
17.	CVs of the Key Manpower proposed		

12.3. TQ_1.1: Bidder's Annual turnover over last 3 financial years

Please submit in the same format as per Form PQ_5.

12.4. TQ_1.2: Bidder's Implementation Experience

Please submit in the same format as per Form PQ_9.

12.5. TQ_1.3: Bidder's Financial Ratios

Please submit certificate from statutory auditor/CA clearly mentioning Asset Liability Ratio and Debt Equity Ratio.

12.6. TQ_2.1: RF Designing and Solution Architect

Bidder must provide detailed RF design and Solution architect document as part of technical bid submission along with table filled as per section 12.2 & section 8.20.3 of Vol - 1 and section – 4 of Vol – 2 of RFP with self-evaluation of their marks against each criteria.

12.7. TQ_3.1: Project Presentation

Please submit presentation covering all points mentioned in Section – 8.20.3 of Vol – 1 of RFP.

12.8. Profile Details of People on Project

Prime Bidder has to provide detailed profile for each resource deployed in following format for people on project with details of qualification and experience as describes in section – 5.4 of Volume – 2.

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

RFP for DTRS Project of Gujarat Police

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

12.9. Format for Authorization Letters from OEMs

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

Date: dd/mm/yyyy

To
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Sub : Selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas – Authorization Letter from OEMs

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

Dear Sir/ Madam,

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

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

We herewith certify that the above mentioned equipment / software products are neither end of sale nor end of life at present and will not be end of sale / end of life for at least 7 years from the date of award of LOI and we hereby undertake to support these equipment / software for at least 10 years from the date of award of LOI.

Yours faithfully,

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

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

13. Commercial Bid Format & Instructions

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

Date: dd/mm/yyyy

To

To

IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat, Gujarat- 382010

Subject: Selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas

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

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **“Request for Proposal for Selection of System Integrator for Design, Supply, Implementation and Maintenance Of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas ”** do hereby propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes, duties and levies.
- We have studied the clause relating to Indian Goods and Service Tax (GST) and hereby declare that if any other Tax is altered under the law, we shall pay the same.

2. DEVIATIONS

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

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

3. QUALIFYING DATA

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

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section. We also hereby understand that any additional component (Hardware/software/Infrastructure) to be added to successfully achieve Geography coverage area as per stated boundary in RFP shall be covered by necessary additional components without any additional charges to client.

5. CONTRACT PERFORMANCE GUARANTEE BOND

RFP for DTRS Project of Gujarat Police

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

13.1. General Instructions

- a. Bidder should provide all prices as per the prescribed format under these sections.
- b. All the prices are to be entered in Indian Rupees (INR) only.
- c. The Prices mentioned in the Price Bid should include all applicable taxes, duties and levies as applicable. The evaluation will be done inclusive of all applicable taxes, duties and levies as applicable to the products and services.
- d. GSP-HD shall be entitled to deduct tax at source or any other taxes/ cess as may be applicable
- e. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- f. GSP-HD reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- g. The price quoted for the items shall be inclusive of all necessary infrastructure setup required (and not limited to) e.g. BTS with towers/poles, lightning arrestors, antennas, cables and accessories, Raw power extension from nearby location, Earthing, UPS, indoor/outdoor rack, etc.
- h. Any construction work required for BTS or any other required setup will also be under bidder's SOW and bidder must ensure proper restoration of police premises if damaged during installation without any additional cost.
- i. As part of rate discovery, Bidder is also required to quote the yearly rate for IP backbone (MPLS/LL) connectivity planned as per solution architecture proposed. The rate shall not be considered for evaluation and will be paid as per actuals as per the bill received from Telecom Operators. Bidder will have to procure these connectivity / links on the name of the AUTHORITY.
- j. NPV calculations to be done with 9% discounting on annual basis. The calculation will be done based on the formula mentioned in Section - 8.20 of this volume of the RFP.
- k. The SI needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.

RFP for DTRS Project of Gujarat Police

- l. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, GSP-HD retains the right to negotiate this rate for future additional requirement.
- m. Quantities mentioned in the commercial formats are indicative in number. GSP-HD may or may not procure the listed components in mentioned quantities. GSP-HD has the rights to delete any of the component before final implementation. Also, GSP-HD reserves the right to remove any of the line components (as per BOQ provided).
- n. The successful bidder shall not object to the upward or downward variation in quantities of any item.
- o. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for 3 years.
- p. No claim shall be entertained or become payable for price variation of additional quantities
- q. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- r. For the purpose of evaluation of Commercial Bids, GSP-HD shall make appropriate assumptions (if any as applicable) to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- s. SI should refer Volume II of the Tender for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial Formats.
- t. No escalations of prices will be considered under any circumstances.

13.2. Commercial Bid Format

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

13.2.1. Summary Estimation for Project

Particulars	Value (INR)
Net Value for CAPEX (A)	
NPV for OPEX (B)	
Grand Total for DTRS Network implementation (with Taxes) (A+B)	
Grand Total for DTRS Network Implementation (with Taxes) (A+B in words)	

13.2.2. Estimation of Supply Install, Testing and Commissioning (SITC) of Base Stations and other required components (A)

#	Particulars	UoM	Quantity (a)	Unit Price Exclusive of Tax (INR) (b)	Unit Price Inclusive of all Taxes, duties, levies (INR) (c)	Total (INR) (d=a*c)
1	Creation of DTRS Network					

RFP for DTRS Project of Gujarat Police

#	Particulars	UoM	Quantity (a)	Unit Price Exclusiv e of Tax (INR) (b)	Unit Price Inclusive of all Taxes, duties, levies (INR) (c)	Total (INR) (d=a*c)
1.	Full Digital Radio Trunking Switch with Redundant Zone Controller as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	2			
2.	Network Management System with Two Clients as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	2			
3.	Over The Air Rekeying (OTAR) Key Management System with Two clients at both switching centers as per scope of work with all the required hardware, software, applicable licenses and 5 years on-site warranty	Lot	2			
4.	Over The Air Programing (OTAP) functionality at both switching centers as per scope of work with all the required hardware, software, applicable licenses and 5 years on-site warranty	Lot	2			
5.	Base Station Sites with Redundant Site Controller, transceivers, combiner, RF Cable, Antenna System and Accessories as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.				
6.	Radio Dispatcher Consoles at 2 Control Rooms as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	9			
7.	Integrated CAD Consoles at Central Control Room with call taking and dispatching facilities as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	30			
8.	Digital Voice Recording Server for 50 Channel recording with replay workstation at two locations as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	2			
9.	Automatic Vehicle Location Service with AVLS Server with	Nos.	2			

RFP for DTRS Project of Gujarat Police

#	Particulars	UoM	Quantity (a)	Unit Price Exclusiv e of Tax (INR) (b)	Unit Price Inclusive of all Taxes, duties, levies (INR) (c)	Total (INR) (d=a*c)
	Application, AVLS Map Viewing Client, Digital Map as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty					
10.	Telephone Interconnect Gateway as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	2			
11.	Gateway for integration with existing VHF & UHF network as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Lot	2			
12.	Server with operating system as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Lot	2			
13.	Cell on wheel (CoW) with suitable vehicle as per scope of work with all the required hardware, software, applicable licenses and 5 years on-site warranty	Nos.	2			
14.	IP Router as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.				
15.	IP Switch as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.				
16.	Monopole Tower (height up to 30 Mtr) as per scope of work with 5 years onsite warranty	Nos.				
17.	Lattice Tower (height up to 60 Mtr) as per scope of work with 5 years onsite warranty	Nos.				
18.	Shelter for electronics and electrical utilities as per scope of work with 5 years onsite warranty	Nos.				
19.	Precision Air-Conditioning as per scope of work with 5 years onsite warranty	Nos.				
20.	20 KVA UPS with Battery Bank for 8 Hrs Backup (used for DTRS Switch, other Network components and also for co-located Dispatcher Consoles at PHQ) as per scope of work with all the required hardware,	Nos.	2			

RFP for DTRS Project of Gujarat Police

#	Particulars	UoM	Quantity (a)	Unit Price Exclusive of Tax (INR) (b)	Unit Price Inclusive of all Taxes, duties, levies (INR) (c)	Total (INR) (d=a*c)
	software, applicable licenses and 5 years onsite warranty					
21.	10 KVA UPS with Battery Bank for 8 Hrs Backup (used for Base Station) as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.				
22.	SMPS as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.				
23.	20 KVA Diesel Generator as per scope of work with all the required hardware, software, applicable licenses and 5 years on-site warranty	Nos.	2			
24.	10 KVA Diesel Generator as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.				
25.	Critical Spares for Network infrastructure as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Lot	2			
26.	Bidirectional amplifier for In-building coverage as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	30			
27.	External / outside antenna for In-building coverage with 5 years onsite warranty	Nos.	30			
28.	Low profile antenna for In-building coverage with 5 years onsite warranty	Nos.	150			
29.	RF cable for In-building coverage with 5 years onsite warranty	Mtr	4500			
30.	Radio Programming Kit as per scope of work with all the required hardware, software, applicable licenses and 5 years onsite warranty	Nos.	5			
31.	Portable radios as per scope of work with all the required hardware, software, applicable licenses and base warranty	Nos.	4404			
32.	Mobile vehicle radios as per scope of work with all the required hardware, software,	Nos.	998			

RFP for DTRS Project of Gujarat Police

#	Particulars	UoM	Quantity (a)	Unit Price Exclusive of Tax (INR) (b)	Unit Price Inclusive of all Taxes, duties, levies (INR) (c)	Total (INR) (d=a*c)
	applicable licenses and base warranty					
33.	Fixed station radios as per scope of work with all the required hardware, software, applicable licenses and base warranty	Nos.	189			
34.	License for radios (to be used at Switch end for users up to 30,000) in a lot of 15,000 licenses which should support radios from any OEM in future without any additional cost	Nos.	15000			
35.	Application for Smartphone Based Terminals with all the required hardware, software, applicable licenses and 5 years on-site warranty	Nos.	50			
36.	Mobile Data Terminal with all the required hardware, software, applicable licenses and 5 years on-site warranty	Nos.	200			
37.	Spare batteries for portable radios with 5 years on-site warranty	Nos.	2000			
38.	Multi-unit battery charger for 6 nos. batteries	Nos.	200			
39.	Basic Hands free kit for portable radios	Nos.	2000			
40.	Special Hand free kit with helmet mounted earphones and wind fording microphone (with windscreen) for Police bikers	Nos.	850			
41.	Portable radio charging kit to be connected with bike alternator for Police bikers	Nos.	850			
42.	Carry holster with swivel belt clip for portable radio	Nos.	4404			
43.	User license for AVLS / APLS in a lot of 10000	Nos.	10000			
44.	Radio handset allotment tracking and inventory management software with 5 user license	Nos.	1			
45.	Annual maintenance contract (AMC) for handset aerial, battery and charging stations.	Years	5			
46.	Any other miscellaneous items	LS	1			
Total INR (A)						

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Note:

1. The quantities mentioned are tentative in nature. The actual quantity may vary at the time of implementation.
2. While price for user radio licenses (to be used at Switch end) are to be quoted for a lot of 15,000 licenses, Gujarat Police may procure additional radios & licenses as per requirement in future at the pro rata of quoted rate as per rate validity mentioned in Section – 8.23 of Vol – 1 of this RFP. This clause is applicable to all line items mentioned in above BoQ.
3. Bidders will have to list all items considered in line of “Any other miscellaneous items” into their unpriced BOM in technical bid documents.

13.2.3. O&M for Base Stations, towers, related components for all sites and Core Network components including Software (B)

1. SI will have to indicate O&M cost to maintain entire Infrastructure and Network including all active, passive and electrical hardware components & software.
2. O&M period will start with successful completion of Final Acceptance Testing of entire network

#	Particulars	Yearly Unit Price Exclusive of Tax (INR) (a)	Yearly Unit Price Inclusive of all Taxes, duties, levies (INR) (b)	Discount Rate (c)	NPV of Yearly Unit Price Inclusive of all Taxes, duties, levies (d=b/c)
1	Operation & Maintenance of below including all accessories and services				
1.1	O&M of entire Infrastructure and Network including DTRS Switch, Base Stations, towers, End User Radio Devices, electrical utilities and core network components, software etc.				
1	Charges for year – 1			1.09	
2	Charges for year – 2			1.188	
3	Charges for year – 3			1.295	
4	Charges for year – 4			1.412	
5	Charges for year – 5			1.539	
Total NPV Amount in INR					

13.2.4. Recurring charges for MPLS / Leased Line connectivity (C)

#	Particulars	Y1 amount with taxes	Y2 amount with taxes	Y3 amount with taxes	Y4 amount with taxes	Y5 amount with taxes	Total Amount (INR)
1	Operation & Maintenance of below including all accessories and services						
1.1	Recurring charges of ISP1 (Primary ISP) backbone links for connectivity between all Base Stations to redundant core switches as per the architecture						
1.2	Recurring charges of ISP2 (Secondary ISP) backbone links for						

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#	Particulars	Y1 amount with taxes	Y2 amount with taxes	Y3 amount with taxes	Y4 amount with taxes	Y5 amount with taxes	Total Amount (INR)
	connectivity between all Base Stations to redundant core switches as per the architecture						
Total Amount in INR							

Note: Bidders will have to mention recurring charges for MPLS / Leased Line connectivity (C) as per above in the respective section of Commercial bid in online portal as an information only and it will not be considered in evaluation and selection of the bidder.

14. Annexure

14.1. Annexure – A : Draft Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

(to be signed on a minimum of INR 100 stamp paper)

This Non-Disclosure Agreement ('Agreement') is made effective from _____ ('Effective Date') between **Superintendent of Police (Wireless), Gujarat State** having office at Inspector General of Police (Technical Services), 7th Floor, Police Bhavan, Sector 18, Gandhinagar – 382007, Gujarat, herein referred to as 'FIRST PARTY' and _____ {'Prospective Bidder' (Sole bidder or Prime bidder in case of a consortium)}, having Corporate Identity Number or CIN: _____, and having its registered office at _____, herein referred to as the SECOND PARTY ('You').

(You, the Prospective Bidder, along with other Consortium Partners, if any, shall be individually referred to hereinafter as "party" and collectively as "parties").

Background

The FIRST PARTY has published a tender document in connection with the project of Implementation of Digital Trunked Radio System (DTRS) for Gujarat Police, (the 'Purpose'), seeking response from prospective bidders, either as a sole bidder or as the prime bidder of a consortium of firms, to offer consolidated solution to meet the 'Purpose', in the capacity of the System Integrator or Master System Integrator. The SECOND PARTY is interested in bidding for this opportunity related to the 'Purpose', as the sole bidder/ prime bidder of consortium of firms (strike off whichever is not applicable).

In connection with the above, it will be necessary for certain confidential information to be disclosed between the parties. FIRST PARTY and SECOND PARTY agree that the following terms and conditions shall apply when one party discloses confidential information to the other party under this Agreement. The objective of this Agreement is to provide appropriate protection for such information whilst maintaining the parties' ability to conduct their respective businesses.

1. Definitions

In this Agreement, the following terms shall have the following meanings:

'Confidential Information' means any information disclosed by or on behalf of one party (or, in case of SECOND PARTY, other Firms of the consortium) to the other party, which (i) if disclosed in tangible form is marked confidential or (ii) if disclosed otherwise than in tangible form is confirmed in writing as being confidential or (iii) if disclosed in tangible form or otherwise, is manifestly confidential.

'Disclosing Party' means the party to this Agreement disclosing the Confidential Information.

'SECOND PARTY Firms' means any entity (whether or not incorporated) which carries on business under a name which includes all or part of the SECOND PARTY name or is otherwise within (or associated or connected with an entity within) or is a correspondent firm of the world-wide network of the SECOND PARTY firms.

'Receiving Party' means the party to this Agreement to whom the Confidential Information is disclosed.

2. Supply and Use of Information:

2.1 In consideration of the disclosures contemplated by, and of the respective obligations set out in this

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Agreement, the Receiving Party agrees, save as otherwise expressly permitted by this Agreement:

- 2.1.1 to keep the Disclosing Party's Confidential Information, confidential;
- 2.1.2 not to use the Disclosing Party's Confidential Information except in connection with the Purpose; and
- 2.1.3 not to disclose the Disclosing Party's Confidential Information to any third party except for a party in the consortium of firms intending to submit the working on the project.

2.2 In the case of Confidential Information that is disclosed only orally, the Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential.

2.3 Each party confirms that it and its Affiliates (or, in case of SECOND PARTY, other SECOND PARTY Firms) have the right to disclose any Confidential Information that they provide to the other under this Agreement.

3. Confidentiality

3.1 It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of Confidential Information of either party. Accordingly, the Disclosing Party shall ensure that only such Confidential Information which serves the Purpose shall be disclosed to the Receiving Party.

3.2 The Receiving Party shall protect the Confidential Information of the Disclosing Party through the exercise of the precautions set out in this Agreement and with no less protection and care than it customarily uses in preserving and safeguarding its own confidential information.

3.3 The Receiving Party agrees that it shall keep the Confidential Information of the Disclosing Party confidential in accordance with the terms of this Agreement subject to the exceptions in clause 3.4 below, and the permitted disclosures in clause 3.5 below.

3.4 This Agreement shall not apply to Confidential Information which:

- 3.4.1 is in or enters the public domain other than as a result of a breach of an obligation by the Receiving Party under this Agreement; or
- 3.4.2 is or has been acquired from a third party, which owes no obligation of confidence in respect of the information; or
- 3.4.3 is or has been independently developed by the Receiving Party or was known to it prior to receipt; or
- 3.4.4 the Disclosing Party discloses to any person or entity without confidentiality restrictions.

3.5 Notwithstanding clause 2.1 above, the Receiving Party may disclose any Confidential Information of the Disclosing Party in the following circumstances:

- 3.5.1 with the prior written consent of the Disclosing Party; or
- 3.5.2 on a need-to-know basis, internally within the Receiving Party's organization (and in the case of SECOND PARTY, to other SECOND PARTY firms or consortium of firms); or
- 3.5.3 to its insurers or legal advisers in relation to any actual, potential or threatened dispute in connection

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with this Agreement; or

- 3.5.4 to the extent such disclosure is required by any court of competent jurisdiction, or by a governmental or regulatory authority, or a professional body to which SECOND PARTY or other SECOND PARTY firms or their respective members or employees/ staff belong, or where there is a legal duty, requirement or professional obligation to disclose provided that, where reasonably practicable (and without breaching any legal, regulatory or professional requirement) the Receiving Party gives prior prompt notice in writing to the Disclosing Party of such disclosure.

4. Term

Upon signature by both the parties, this Agreement shall come into effect from the Effective Date and shall continue in full force and effect for a term of eighteen months subject to the Service Agreement (if any) between the parties, in relation to the Purpose, which includes obligations relating to the protection of the parties' confidential information. The violation of confidentiality and disclosure in violation of all conditions of Para 3 above will prime to action under relevant statutory provisions.

5. General

- 5.1 No delay by either party in enforcing any of the terms or conditions of this Agreement shall affect or restrict that party's rights and powers arising under this Agreement. No waiver or amendment of any term or condition of this Agreement will be effective unless made in writing and signed by both parties.
- 5.2 Subject to the Service Agreement (if any), this Agreement forms the entire agreement between the parties relating to Confidential Information disclosed in connection with the Purpose and it replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral relating to the subject matter hereof.
- 5.3 If any provision of this Agreement is determined to be invalid in whole or in part, the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid provision.

6. Governing law and jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral for negotiations, it shall be resolved through arbitration, in India, in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be Ahmedabad. Subject to the foregoing provisions on alternative dispute resolution, the competent courts of Ahmedabad shall have jurisdiction in connection with this Agreement. Any claim for damages under this Agreement shall be restricted to direct damages only.

The parties have caused this Agreement to be executed by their duly authorized representatives, and made effective from the Effective Date first written above.

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<p>SIGNED for and on behalf of:- Office of the ADGP (Technical Services), Gujarat State</p> <p>Signature:</p> <p>Name:</p> <p>Title: Additional Director General of Police (Technical Services) (authorized signatory)</p> <p>Witness:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p>	<p>SIGNED for and on behalf of:- <u>(name of the firm of the sole or prime bidder)</u></p> <p>Signature:</p> <p>Name:</p> <p>Title: _____ (authorized signatory)</p> <p>Witness:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p>
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14.2. Annexure – B : Draft Master Service Agreement

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

This **Master Service Agreement**, hereinafter referred to as “**AGREEMENT**” or “**Contract**” is made at _____, Gandhinagar, Gujarat on this ____ day of _____, _____,

BETWEEN

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

AND

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

Whereas GSP-HD has envisaged to do Selection of System Integrator for Design, Supply, Implementation and Maintenance of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas (hereinafter referred to as the "**Project**");

And whereas GSP-HD published the RFP to seek services of a reputed firm as a System Integrator for Creation of Digital Trunked Radio System in Police Commissionerates of Ahmedabad City & Gandhinagar District areas;

And whereas M/s. ----- has submitted its proposal for “Selection of System Integrator for Design, Supply, Implementation and Maintenance of A Digital Trunked Radio System in the Police Commissionerates of Ahmedabad City & Gandhinagar District areas”;

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

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

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

1. NOW, THIS AGREEMENT IS WITNESSED AS FOLLOWS:

Following shall be deemed to form and be read and construed as part of this Agreement.

- i. RFP
- ii. Various Corrigenda, Addenda, Annexures, Response to Pre Bid Queries and Post Bid Clarifications with respect to and as mentioned in the RFP document.
- iii. SI's technical proposal documents submitted through online bidding process.
- iv. Technical presentation done by SI.
- v. Financial bid submitted online by SI.
- vi. Work Order issued to SI.

2. Definitions

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

- (a) “Acceptance Test Document” means a document, which defines procedures for testing the installed and commissioned product and services against requirements laid down in the Agreement.
- (b) “Agreement” means the Service Level Agreement to be signed between the successful bidder and the Home Department, Government of Gujarat including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications/changes/corrigendum’s, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- (c) “Authorized Representative/ Agency” shall mean any person/ agency authorized by either of the parties.
- (d) “Bidder” means any agency who fulfils the requirement laid in the RFP documents and is possess the required expertise and experience as per the RFP document. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after the notification of award (LoI/Purchase Order/Work Order) shall mean the successful Bidder with whom TENDERER signs the Master Service Agreement for executing the project.
- (e) “Center” means Offices of TENDERER
- (f) “Contract” is used synonymously with Agreement.
- (g) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
- (h) “Days” means calendar days in a week, month or year.
- (i) “Default Notice” means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- (j) “Eligible Bidder” means a Firm (either sole bidder or prime bidder in case of consortium of firms) satisfying qualifying criteria
- (k) “e-Tendering System” means the Government of Gujarat’s electronic tendering system listed at www.nprocure.com
- (l) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive TENDERER of the benefits of free and open competition.
- (m) “Final Acceptance Test (FAT)” means the acceptance testing of all the commissioned project components at all specified locations.
- (n) “Go Live Date” means the date on which the FAT of all the project component’s as per the Work order has been successfully completed and accepted by the TENDERER.
- (o) “Good Industry Practice” means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
- (p) “GIS” shall stand for Geographical Information Systems
- (q) “Implementation Period” shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate.

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- (r) "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
- (s) "Non-compliance" means failure/refusal to comply the terms and conditions of the Tender;
- (t) "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Proforma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee.
- (u) "Services" means services to be provided as per the requirement mentioned in the Tender;
- (v) "Services" means the work to be performed by the bidder pursuant to this RFP and to the contract to be signed by the Supplier in pursuance of the work awarded by the GIL.
- (w) "System Integrator (SI)" means the agency selected by Gujarat Informatics Limited (GIL)/GSP-HD for Design, Supply, Deployment, Implementation, Commissioning and Maintenance of a Digital Trunked Radio System (DTRS) in Police Commissionerates of Ahmedabad City & Gandhinagar District areas for the Gujarat Police DTRS project.
- (x) "TENDERER" & "AUTHORITY " here shall mean "Gujarat Police, Home Department, Government of Gujarat" which is also referred to as GSP-HD in this RFP.
- (y) "The Successful Bidder(s)" means the eligible bidder(s) whose solution gets selected for deployment under the Gujarat Police DTRS project.
- (z) "The Contract" means an agreement entered into by the GIL with the System Integrator (SI);
- (aa) "User Acceptance Test (UAT)" means the User Acceptance Testing of the ordered product and services on completion of installation and commissioning as per the requirement.

3. Interpretation

In this RFP unless a contrary intention is evident:

- a. The clause headings are for convenient reference only and may not be part of this RFP;
- b. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this RFP including any amendments or modifications to the same from time to time;
- d. A word in the singular includes the plural and a word in the plural includes the singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a partnership and a body corporate;
- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- i. In the event of an inconsistency between the terms of this RFP and the Bid, the terms & conditions hereof shall prevail.

4. Term of the Agreement

- 4.1. The term of this agreement shall be a period of 5 years post Go – Live of complete network and agreement will be effective from the date of issuance of Work Order.

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4.2. In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Systems Integrator, GSP-HD reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 5 years post Go Live of complete network.

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

5. Warranty of all products

System Integrator (SI) will have to provide onsite warranty for a period of 5 years after Go-live for all the product and systems proposed, including all hardware, software and applicable licenses (except user radios).

6. Work Completion timelines

T= 10 days from date of LoI / WO whichever is earlier.

X may range between 1.5 to 6 Months depending upon WPC process.

Sr. No.	Milestone	Completion Timeline
1	Completion of detailed RF survey, frequency planning and submission of Network design architecture.	T + 1 Month
2	Support for WPC Application submission as per the network feasibility survey and design document submitted to Gujarat Police.	T + 1.5 Months
3	Support for License approval and spot frequency receipt from WPC & DoT.	T + X Months
4	Go live of complete Network after Supply, Installation, Testing and Commissioning with successful FAT of this scope	T + X + 4 Months
5	Operation & Maintenance for 5 years.	T + X + 64 Months

7. Payment Terms

Milestones and Payment Schedules for Implementation Phase

T= 10 days from date of LoI / WO whichever is earlier.

Milestones	Payment Milestone	Payment Schedule	Time Schedule
Mo	Mobilization Advance - Completion of detailed RF survey, frequency planning and submission of Network design architecture.	2% of overall capex value	T + 1 Month
M1.1	Supply, Installation, Commissioning, Successful FAT of entire Network and Go live of complete Network.	78% of overall capex value	T + X + 4 Months

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M1.2	Three months of successful Operation and Maintenance after Successful FAT of entire Network.	10% of overall capex value	T + X + 7 Months
M2.1	Twelve months of successful Operation and Maintenance after Successful FAT of entire Network.	10% of overall capex value	T + X + 16 Months

Note: Above mentioned all payments are milestone based and not time schedule based.

Milestones and Payment Schedules for Operations and Maintenance Phase

The Operations and maintenance phase will start with Go-Live of entire Network after successful completion of Final Acceptance Testing (FAT) of entire system covered under the scope of this RFP. The SI will be required to adhere to the SLA and provide post implementations support of warranty on all hardware, software and applicable licenses (except user radios which are with base warranty) for a period of 5 years after Go-Live.

Milestones	Payment Milestones	Payment Schedule	Time Schedule
M3	Year 1 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 1
M4	Year 2 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 2
M5	Year 3 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 3
M6	Year 4 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 4
M7	Year 5 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 5

Note:

- i. All payments to the SI shall be made upon submission of invoices along with necessary approval certificates from concerned Authority like Gujarat Police or GIL.
- ii. The above payments are subject to meeting of SLAs failing which the appropriate deductions as per SLA mentioned in this RFP will be made applicable.
- iii. Gujarat Police will release the payment within 20 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of Gujarat Police. Gujarat Police shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where Gujarat Police disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in Resolution of dispute.

8. Scope of Work

Tenderer has engaged the SI for Design, Supply, Installation, commissioning, testing and maintenance (for a period of 5 years after Go-live of the entire Network) of a mission critical DTRS Network. The detailed scope of work for the SI will be as mentioned in the Vol – 1 and Vol – 2 of the RFP.

9. Service Level Agreement (SLA)

GSP-HD is looking at a very professional approach in the project implementation and its operations. System Integrator is expected to match these expectations of the service levels given in Section 9 of the RFP. Any non-adherence to the SLAs would prime to the penalty, to be calculated as per the details given in Section 9 of the Vol – 1 of the RFP.

10. Liquidated Damages

1. The SI shall perform the Services and comply in all respects with the critical dates and the parties hereby agree that failure on part of the SI to meet the critical dates without prejudice to any other rights that the Tenderer have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty as set and/or termination of the Contract at the discretion of the Tenderer.
2. Penalties shall be capped as per Section – 9 (Service Level Agreements) of the Vol – 1 of the RFP, beyond which the Purchaser has the right to terminate the contract or a portion or part of the work thereof. The purchaser shall give 30 days' notice to the SI of its intention to terminate the Contract and shall so terminate the Contract unless the SI initiates remedial action acceptable to the Purchaser during the 30 days' notice period.
3. The Tenderer may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the SI in its hands (which includes the Tenderer's right to claim such amount against SI's Bank Guarantee) or which may become due to the SI. Any such recovery or liquidated damages shall not in any way relieve the SI from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
4. Delay not attributable to the SI shall be considered for exclusion for the purpose of computing liquidated damages.

11. Time is of Essence

1. Time shall be of the essence in respect of any date or period specified in the RFP or any notice, demand or other communication served under or pursuant to any provision of the RFP and in particular in respect of the completion of the Services by the SI by the completion date.

12. Key Performance Measurements

1. Unless specified by the Tenderer to the contrary, the SI shall execute the work and carry out the scope of work in accordance with the terms & conditions mentioned in the RFP and this Contract.
2. The Tenderer reserves the right to amend any of the terms & conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work. These changes shall be carried as per mutual consent.

13. Record of Contract Documents

1. The SI shall at all time make and keep sufficient copies of the specifications and Contract documents for him to fulfil his duties under the contract, in excess of his own requirement and those copies shall be available at all times for use by the Tenderer's Representative and by any other person authorized by the Tenderer's Representative.

14. Use & Acquisition of Assets during the term

System Integrator shall

1. take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI or the GSP-HD for the DTRS, Gujarat Police Project) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time.
2. Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request.
3. Assets would be owned by the GSP-HD after Go-live of the Project, however, the System Integrator would be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. during the entire contract period so that the SLAs are not affected.
4. Maintain sufficient spare inventory at all times, for all items of importance;
5. keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
6. ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
7. take such steps as may be recommended by the manufacturer of the Assets & notified to the system integrator or as may be necessary to use the Assets in a safe manner;
8. provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
9. To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
10. Provide and facilitate access to GSP-HD or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
11. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
12. Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
13. Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
14. Maintain standard forms of comprehensive insurance including liability insurance, system & facility insurance & any other insurance for the Assets, data, software, etc in the joint names of GSP-HD & the System Integrator, where SI shall be designated as the 'loss payee' in such insurance policies; SI shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
15. Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to GSP-HD of this Project in an efficient and speedy manner; &
16. Obtain a sign off from GSP-HD or its nominated agencies at each stage as is essential to close each of the above considerations.
17. Ownership of the Assets shall vest with GSP-HD on Go – Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with GSP-HD upon creation of such

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asset. System Integrator shall not use GSP-HD data to provide services for the benefit of any third party, as a service bureau or in any other manner. Six months prior to the expiry of the contract (of the respective work streams), there shall be joint inspection by a team of GSP-HD and SI to assess the damages to the assets, if any. If damage to the assets is found unacceptable to the GSP-HD, then corresponding penalty/liquidated damages shall be recovered from SI from the fees payable.

15. Security and safety

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

16. Indemnity

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

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

17. Third Party Claims

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

18. Publicity

Any publicity by the SI in which the name of GSP-HD is to be used should be done only with the explicit written permission of the ADG of Police (Technical Services), Gujarat Police, Home Department, Government of Gujarat.

19. Warranties

a. The System Integrator warrants and represents to GSP-HD that:

- i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. This Agreement is executed by a duly authorized representative of the System Integrator;
- iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- iv. It is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or execution of the work under this Contract.
- v. It has the requisite experience, the technical know-how and the financial wherewithal required to successfully implement the terms & conditions of this contract and to provide services sought by the Tenderer under this contract.
- vi. The execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- vii. That all conditions precedent under the Contract have been satisfied.

b. In the case of the SLAs, the System Integrator warrants and represents to GSP-HD, that:

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

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

20. Taxes

1. The Prices mentioned in the Price Bid includes all applicable taxes, duties and levies as applicable.
2. SI is required to submit documents describing the total tax paid for this Project (for each component).
3. Further, Gujarat Police shall be entitled to deduct tax at source or any other taxes/cess as may be applicable.

21. Force Majeure & Vandalism

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

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

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

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

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

22. Resolution of Disputes

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

If the SI doesn't agree with the opinion of the Additional Chief Secretary, Home Department, Govt. of Gujarat, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by GSP-HD and the other one to be nominated by the SI. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final

and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Gandhinagar. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

23. Limitation of Liability towards GSP-HD

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the GSP-HD for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to GSP-HD on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed 100% of the total CAPEX + OPEX value.

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

24. Conflict of Interest

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

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

25. Data Ownership

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

26. Intellectual Property Rights

1. Tenderer shall own and have Intellectual Property Rights of all the deliverables which have been developed by the SI during the performance of services and for the purposes of inter-alia use of such services under this Contract. The PIA undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the services to the Tenderer and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Tenderer.
2. Tenderer desires, further, the SI shall be obliged to ensure that all approvals, registrations which are inter-alia necessary for use of the infrastructure installed by the SI, the same shall be acquired in the name of the Tenderer, prior to termination of this Contract and which shall be assigned by the Tenderer to the SI for the purpose of execution of any of its obligations under the terms of the Bid, RFP or this Contract. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Tenderer.
3. The SI shall ensure that while it uses any hardware, processes or material in the course of performing the services, it does not infringe the Intellectual Property Rights of any person and SI shall keep the Tenderer indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any

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permission/license terms or infringement of any Intellectual Property Rights by the SI during the course of performance of the Services.

4. To the extent that the System Integrator's Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to GSP-HD a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of GSP-HD.

27. Fraud and Corruption

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

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

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

28. Exit Management

(i) Exit Management Purpose

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

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

(ii) Confidential Information, Security and Data

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

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Surveillance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the GSP-HD and its nominated agencies, or its Replacing

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Vendor to carry out due diligence in order to transition the provision of the Services to GSP-HD or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

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

(iv) Rights of Access to Information

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

(v) Exit Management Plan

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

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

29. Termination of Contract

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

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1. If the SI fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (SLA) of the project / all obligations as per RFP and Contract within the time frame specified in the contract; or
2. If the SI fails to perform any other obligation(s) under the contract.
3. If the Tenderer is of the opinion that there has been such Event of Default on the part of the SI which would make it proper and necessary to terminate this Contract and may include failure on the part of the SI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
4. If it comes to the Tenderer's attention that the SI (or the SI's Team) is in a position of actual conflict of interest with the interests of the Tenderer, in relation to any of terms of the SI's Bid, the RFP or this Contract .
5. If the SI'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 the SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the SI. In the event of the happening of any events of the above nature, the Tenderer shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor SI and to ensure business continuity.

a) Termination for Insolvency:

1. The Tenderer may at any time terminate the Contract by giving written notice to the PIA, without compensation to the PIA, if the PIA 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 Tenderer.

b) Termination for Convenience:

1. The Tenderer, may, by prior written notice sent to the SI at least 3 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Tenderer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

c) Consequences of Termination

1. In the event of termination of this contract, GSP-HD is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such

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assistance to GSP-HD and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.

2. In the event of the SI being unable to service the contract for whatever reason, GSP-HD would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
3. Nothing herein shall restrict the right of the Tenderer to invoke the Bank Guarantee and other Guarantees furnished hereunder (if any), enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Tenderer under law.
4. GSP-HD shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
5. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SI or due to the fact that the survival of the SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Tenderer through re-determination of the consideration payable to the SI as agreed mutually by the Tenderer and the SI or through a third party acceptable to both the parties may pay the SI for that part of the Services which have been authorized by the Tenderer and satisfactorily performed by the SI up to the date of termination. Without prejudice any other rights, the Tenderer may retain such amounts from the payment due and payable by the Tenderer to the SI as may be required to offset any losses caused to the Tenderer as a result of any act/omissions of the SI. In case of any loss or damage due to default on the part of the SI in performing any of its obligations with regard to the execution of the scope of work under this Contract, the SI shall compensate the Tenderer for any such loss, damages or other costs, incurred by the Tenderer.
6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

30. Plans and drawings

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

31. Miscellaneous

a) Confidentiality

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

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

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- a. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to GSP-HD whose data is used but also to its stakeholders. System Integrator, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in GSP-HD & its nominees receiving a right to seek injunctive relief & damages from the System Integrator.
- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
 - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
 - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
 - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
 - i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
 - ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
 - iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
 - iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
 - v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
 - i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
 - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.

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- f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that GSP-HD & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the GSP-HD Project. In order for such reviews to be frank & candid, for the greatest benefit to both GSP-HD & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to GSP-HD for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

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

b) Standards of Performance

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

c) Sub Contracts

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

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

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

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

d) Care to be taken while working at Public Place

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

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

e) Compliance with Labor regulations

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

f) Independent Contractor

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

g) Waiver

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

h) Notices

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

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

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GSP-HD:

IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department, Government of Gujarat

Tel: -----

Fax: -----

Systems Integrator:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

i) Performance Guarantee

1. The successful bidder shall at his own expense, deposit with department, within 15 calendar days of the notification of award (done through issuance of the Work Order/Purchase Order/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, in favor of Gujarat State Police, Home Department, Govt. Of Gujarat, for the due performance and fulfilment of the contract by the bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
3. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of 180 days after the expiry of the Contract Period ("Validity Period") and shall renew it for the extension of Contract, if any.
4. No interest shall be payable on the Performance Bank Guarantee.
5. In the event of the Bidder being unable to service the contract for whatever reason, department would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the RFP and the Contract.
6. Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
7. In the event of termination, Tenderer may invoke the Performance Bank Guarantee to enforce the remedies available with the Tenderer as per the contract agreement against the damages caused by the

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successful bidder that may have resulted from such default and pursue such other rights and/or remedies as may be available to the Tenderer under law.

j) Personnel/Employees

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

k) Variations & Further Assurance

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

l) Severability & Waiver

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

m) Entire Agreement

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

n) Survivability

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

- o) The stamp duty payable for the contract shall be borne by the Systems Integrator.
- p) Deliverables will be deemed to be accepted by GSP-HD if no communication from the department is made to the SI after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in at least 3 weekly project progress reports

32. Applicable Law

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

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

RFP for DTRS Project of Gujarat Police

<p>SIGNED for and on behalf of:-</p> <p>Office of the ADGP (Technical Services), Gujarat State</p> <p>Signature:</p> <p>Name:</p> <p>Title: Additional Director General of Police (Technical Services) (authorized signatory)</p> <p>Witness:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p>	<p>SIGNED for and on behalf of:-</p> <p><u>(name of the firm of the sole or prime bidder)</u></p> <p>Signature:</p> <p>Name:</p> <p>Title: _____ (authorized signatory)</p> <p>Witness:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p>
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14.3. Annexure – C : Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.
Date:

To,
IG of Police & Commissioner (Technical Services),
Gujarat Police, Home Department,
Government of Gujarat,
Gujarat- 382010.

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for "Request for Proposal for Selection of System Integrator for Design, Supply, Deployment, Implementation, Commissioning and Maintenance Of a Digital Trunked Radio System (DTRS) in Police Commissionerates of Ahmedabad City & Gandhinagar District areas " for the Home Department, Government of Gujarat.

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee "the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Gujarat State Police, Home Department, Govt. of Gujarat ("GSP-HD")/ Gujarat Informatics Limited ("GIL") the Guarantee: THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GSP-HD/GIL under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GSP-HD/GIL under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GSP-HD/GIL in that behalf and without delay/demur or set off, pay to GSP-HD/GIL any and all sums demanded by GSP-HD/GIL under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GSP-HD/GIL to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 180 days from the date of completion of contract period. The Bank shall extend the Guarantee for a further period which may mutually be decided by the bidder and GSP-HD/GIL.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.

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4. The BANK also agrees that GSP-HD/GIL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that GIL may have in relation to the Bidder's liabilities.

5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GSP-HD/GIL or any other indulgence shown by GSP-HD/GIL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

6. This Guarantee shall be governed by the laws of India and the courts of Gandhinagar shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of, 2017

Witness

(Signature)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

(Name)

Designation with Bank Stamp

Plus Attorney as per Power of

Attorney No.

Dated:

**14.4. Annexure – D : Frequency Plan and Charges
Applicable by WPC / DoT for same.**

Bidder needs to share the frequency plan in terms of number of frequency pairs / Carriers required for their proposed technology and solution, which needs to be obtained from WPC to meet entire scope of this RFP in following format.

Sr. No.	Service Area	Nos. of Frequency Pair Required in 800 Mhz Band	Indicative One Time Charge of WPC for Carrier required as per bidder's proposed solution	Indicative First Year Recurring Charge of WPC for Carrier required as per bidder's proposed solution
1	Ahmedabad City			
3	Gandhinagar District			

Note: SI will have to project the spectrum charges cost diligently in consideration of the latest amendments and orders issued by Wireless Planning and coordination Wing (WPC) with 95% accuracy in above table. The spectrum charges amount projected here shall not be considered in any of the bidder selection criteria.