



REQUEST FOR PROPOSAL

FOR

Supply, Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State

Tender No: _____

Issued by

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- This RFP is not an agreement and is neither an offer nor an invitation by the Authority/Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, technical bid, and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority/Client in relation to the Project.
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- The Authority/Client 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.
- The Authority/Client may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- 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 the Authority/Client, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority/Client 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Definitions

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Agreement/LOI/LOA, shall, unless repugnant to the context, have the meaning ascribed thereto therein. The undermentioned words and expressions used in this RFP shall have the meaning set out below:

- **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- **"Acceptance test"** means the acceptance testing of the ordered product and services on completion of installation and commissioning as per the requirement.
- **"Authority/Client/SBMU"** shall mean Mission Director, Swachh Bharat Mission Urban or RCM or ULB or 9 MC nodal.
- **"Agreement" or "Contract"** means the document signed by the Swachh Bharat Mission Urban and the bidder that incorporates any final corrections or modifications to the Tender and is the Legal document binding both the parties and conditions of the Contract.
- **"Applicable Permits"** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, and exemptions required to be obtained or maintained under applicable laws in connection with the construction, operation, and maintenance of the Project during the subsistence of the Concession.
- **"Bid" or "Detailed Bid" or "Tender"** shall mean the detailed Bid submitted by the Bidder in response to this tender including clarifications and/or amendments, if any.
- **"Bidder" or "Bidder" or "Agency"** shall mean the proprietor / firms / companies which is the successful/Preferred bidder and has bested by the Authority for the work as per the terms and conditions of this tender.
- **"Bid Security"** shall mean the Security furnished by the Bidder, as part of the Detailed Bid submission.
- **Commercially of the Self (COTS)** - A software and/or hardware product that is commercially ready-made and available for deployment by user/purchaser. Commercial off-the-shelf or commercially available off-the-shelf (COTS) products are packaged or canned (ready-made) hardware or software, which are adapted aftermarket to the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions.
- **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause of such signed Contract.

- **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with RFP.
- **“Contract Time” or “Contract Period”** The number of consecutive calendar months for the completion of work as stated in the executed contract agreement.
- **“Due Date”** shall mean the last date for submission of Tender.
- **“Day”** will be considered from Midnight @ 12:00 to next midnight 12:00.
- **“Effective Date”** means the date on which this Contract comes into force and effect pursuant.
- **“Financial Capacity”** shall have the meaning ascribed to it in RFP.
- **“Firm”** shall mean a single legal entity, which is a registered body, Government agency or Statutory body.
- **“GIS”** shall stand for Geographical Information Systems
- **"GC"** mean these General Conditions of Contract.
- **"Government"** means the Government of Gujarat.
- **“Letter of Intent (LoI)” or “Letter of Acceptance (LoA)”** shall mean the letter to be issued by authority to the successful bidder indicating the acceptance of his offer in accordance with the conditions of this Tender document.
- **"Local Currency"** means Indian Rupees.
- **"Member"**, in case the bidders consist of a joint venture of more than one entity, means any of these entities, and "Members" means all these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the bidders' rights and obligations towards the Client under this Contract.
- **“Month”** shall mean generally a period of 31 days.
- **“MSW or Municipal Solid Waste or Waste or Solid Waste”** means the Municipal Solid Waste as described under The Solid Waste Management Rules, 2026 as latest amended.
- **“OEM”** shall stand for Original Equipment Manufacturer
- **"Party"** means the Client, or the bidders and Parties means both of them.
- **“Performance Security” or “Performance Bank Guarantee”** shall mean the Bank Guarantee furnished by a successful Bidder as per terms and conditions of this tender.
- **“Project Area”** means the municipal areas including other areas as notified by/under ULB.
- **“Security Deposit”** shall mean the deposit to be held by the owner as security for the due performance of contractual obligations.
- **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.

- **"Services"** means the work to be performed by the bidders pursuant to this Contract as described in RFP; and
- **"Selected Bidder"** means the Bidder that has been issued the Letter of Award by the Authority/Client for the Project.
- **"Service Down Time" (SDT)** means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to Authority. The network shall be operational on all days of a year and 24 hours/ day within the uptime specified in the Service Level Agreement (SLA). The network is considered as operational when all Centers at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
- **"SWM Rules"** means the Solid Waste Management Rules, 2026 notified by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) as latest amended.
- **"Taxes and Duties"** shall mean all taxes, duties, fees, etc. payable as per applicable laws in Indian connection with the discharge of responsibilities as per the scope of work envisaged.
- **"Third Party"** means any person or entity other than the Government, the Client, the bidder, or a Sub-bidder.
- **"ULB"** means the Urban Local Bodies,
- **"% Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
- **"VTMS"** shall stand for Vehicle Tracking and Monitoring System

1 Bid Summary

Request for Proposal for Supply, Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0.

Tender ID No	_____
Tender On	Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0
Issued by	SWACHH BHARAT MISSION URBAN Gujarat.
Issue Date	As per GeM
Tender Opening Date	As per GeM
Selection Method	QCBS (70T:30F) selection method. Explicitly state: Bidders scoring below 70 marks out of 100 in Technical Evaluation shall not be considered for Financial Bid opening. Final ranking = (Technical Score/100 x 70) + (L1 Financial/Bidder Financial x 30). Only one financial bid (L1 determination based on overall score, not lowest price).
Exemption to MSME & Startup for EMD, Experience & Turnover	MSMEs registered on Udyam Portal are exempt from EMD per GSPP 2024 para 6, provided valid Udyam Registration Certificate is submitted with bid. Startups (DPIIT-recognized) also exempt from EMD
Availability of Tender	RFP documents can be seen on and downloaded from the GeM Portal www.https://gem.gov.in/
Earnest Money Deposit (EMD)	INR 74 Lakhs in form of DD./ F.D.R./ B.G in favor of Misson Director, SBMU, Gandhinagar payable at Gandhinagar/ Ahmedabad. (any of the banks included in the Finance Department GR No. : FD/MSM/e-file/4/2025/2712/DMO dt.01/04/2026)
Correspondence office address and contact details	Swachh Bharat Mission, Urban- Gujarat Sector-10/A, Ground Floor, G.M.F.B., Nr. Police Bhavan Circle, Gujarat. Email: sbm-urban@gujarat.gov.in ;

Last date for Online Submission	As per GeM Online Submission to be done on GeM Portal website. (Pre-Qualification Criteria and both technical and financial bid).
Submission of Hardcopies	
Post-Tender Negotiations	'Post-tender negotiations shall not be conducted with any bidder. Price negotiations may be held only with L1 bidder in exceptional circumstances as permitted under GFR Rule 178, with prior written approval of competent authority and full documentation of reasons.'
Bid validity	180 days from the date of opening of price bid
Project duration	05 years
Bidding currency	Indian rupees (INR)
Last date queries submission for Pre-bid	As per GeM
Pre-bid Meeting Date	As per Client's Availability Shall be notified to all bidders
Opening of Technical Qualification Bid	As per GeM
Date and time of presentation	As per Client's Availability Shall be notified to all Bidders
Joint Venture/Consortium	Not allowed.
Performance Security Deposit	(10% of the Estimated Project Cost at the time of award of work) in form of Bank guarantee in favour of "Mission Director, Swachh Bharat Mission" In form of Bank Guarantee valid for contract period + 60 days.
Estimated Project Cost	

1. Bidders can download the TENDER document free of cost from the GeM website [www.https://gem.gov.in/](https://gem.gov.in/).
2. If the Office of Authority happens to be closed on the day of receipt of the bids as specified, the bids will be opened on the next working day on opening of the Office at the same time and venue.
3. Please quote TENDER Ref. Number in all your correspondence letters.
4. Bidders who have not submitted the EMD in GeM will be rejected and those seeking exemption kindly

refer Gujarat State Procurement Policy 2024, "Pg no: 6, Point no: 4- Criteria for Tender Fee and Earnest Money Deposit, Eligibility for Exemption". Only after the confirmation of valid Bid security / EMD, will the Technical Bid be opened.

5. Financial bid will have to be submitted online on GeM website only as per prescribed format in Annexure-11.3/ GeM Format. If the bidder fails to submit the financial bid online, then also the bid will be rejected.
6. Authority / AUTHORITY shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids and other expenses incurred during and in relation to the bidding process.

2 Background

The State of Gujarat invites Proposal for Supply, Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0.

Therefore, Swachh Bharat Mission Urban, Gujarat seeks proposal from the interested bidder to RFP for Implementation of GPS Based Vehicle Tracking and Monitoring System for Solid Waste Collection and Transfer Vehicles in Ahmedabad City For the proposed solution, SBMU Gujarat expects proposals which are a web based automatic vehicle tracking and telemetric fleet management incorporating Global Positioning System (GPS), combined with GPRS/3G/GSM and digital map technology. The major components of the solutions will be GPS based navigation device and its tracking ability and the Radio Frequency Identification (RFID) to monitor the activities carried out by the vehicle and department personnel using the vehicle.

2.1 Project Objective

The overall goal of this project is the implementation of a reliable tracking system to monitor vehicles and assigning the vehicles for collection as and when required. It also includes maintenance of vehicles and personnel for Solid Waste Department of ULBs. To fulfil this goal, the project has been categorized into several high-level objectives which are as mentioned below:

2.1.1 Vehicle Tracking

One of the primary objectives of the project is to track the locations of the vehicles used by ULBs on real time along with their routes on GIS maps and report deviations if any. Managing a fleet involves coordination between all the vehicles that work under the company to that of the manager or in some cases between a fleet and the fleet supervisor. This coordination helps the manager or supervisor to locate the nearest vehicle to an outage and sent it to the place of requirement. This should help save both money and time. Another advantage is that the records can be maintained easily, work can be assigned easily to the fleet.

2.1.2 Monitoring and control

ULBs also intends to monitor the vehicles of few other departments along with some specific activities like garbage collection for compliance to the route specified and identify deviations in operations, identify vehicle location and capacity etc. The monitoring and control mechanism should be capable of addressing emergencies and as well as complaints using the vehicles. A controlling mechanism for vehicles should be in place to cater to dynamic routes for a vehicle at any time.

2.1.3 Reporting

Having an AI driven Management Information System to cater to customizable reports based on certain predefined parameters of vehicle identification, vehicle location, vehicle features such as its capacity, use, department it belongs to, vehicle routes, schedule times, geographic areas, assigned duties, POIs attended, bins emptied, history based on the selected dates, deviations etc. should form part of the VTMS.

2.1.4 Stakeholders

The implementation and successful execution of this project will require support and involvement from multiple stakeholders. The project requires collaboration between multiple stakeholders for its successful execution. It is therefore important to understand the various stakeholders envisioned to be part of this project and the role that they are expected to play. The critical stakeholders include the ULBs solid waste department and workshop department, the contractors involved in for solid waste collection and transfer and the Implementation agency.

2.2 Current Scenario of Solid Waste Management

2.2.1 Door to door Collection:

- In each ward, various routes are defined for door-to-door waste collection.
- A vehicle (Chhota Haathi) traverses through the route and collects waste from door to door.
- Collected waste is sent to disposal sites /processing plants.
- Field supervisor/officer supervise the daily work and prepare reports manually.

2.2.2 Collection of waste from community bins:

- Another method for garbage collection is large Community Bins, which are placed at pre-defined locations in the city.
- Empty Bin will be placed by the truck and Bin having garbage is lifted by the truck.
- Finally, the truck will go to dump yard and garbage will be disposed at dump yard/ processing sites after recording the weight.

2.2.3 At Dump Yard/Processing facilities

- All vehicles pass through electronic weighbridge for weight and vehicle number wise weight is recorded in the system.
- After weighbridge process, vehicles will go to dump yard/processing facility and dump the waste.

2.2.4 Reports

- Autogenerated AI based customizable reporting with chatbot access
- Alerts/notifications for discrepancies
- Necessary reports are generated through a legacy system or manually.
- Date wise, ward wise, zone wise garbage collected. (in terms of weight).
- Number of trips by each vehicle.
- Payment to contractors is done based on either weight of the garbage (for door-to-door collection) or Number of trips (for Community Bins)

2.2.5 Current Challenges in Solid Waste Management

The major issue being faced in the daily solid waste management in the city is as mentioned below.

a. Door to door collection

- No control whether all vehicles have visited 100% of the route or not.
- No information that even if vehicles have visited the complete route, whether garbage was collected properly or not.
- Difficulty in tracking the non-compliance to the schedules.
- Difficulty in addressing citizen complaints.

b. Limitations in Dump Yard/processing facility Process

- Weighbridge systems are offline.
- No tracking of a vehicle whether waste is dumped at dump yard after weight.
- No proper reporting system of number of vehicles inside Dump Yard/processing facility at particular moment.
- Although they don't have similar operational specific requirements, they have the need of vehicle tracking and monitoring in managing their fleets.

3 Bid Evaluation Criteria

SBMU, Gujarat will form a committee which will evaluate the proposals submitted by the bidders for detailed scrutiny. During evaluation of proposals, SBMU, Gujarat may at its discretion, ask the bidders for clarification of their Proposals.

3.1 Micro, Small & Medium Enterprises (MSME) & Startup exemptions

As per Gujarat State Procurement Policy 2024.

3.2 Pre-Qualification evaluation

Bidders who have submitted the valid EMD shall be considered for further evaluation. If bidders fail to submit the bid security as per this RFP document, the Bid shall be out rightly rejected. The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial ability that would be required to successfully provide System Integration, Operation and Maintenance services sought by the SBMU, Gujarat for the entire contract duration. The Bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility as below given Pre Qualification Criteria

S.No.	Description	Particulars	Supporting documents to be enclosed with proposal
PQ 1.	Legal Entity	a. The Bidder(s) must be a company in India Registered under The Company's Act 1956 (or amended in 2013) and subsequent amendments or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 or a Proprietorship Firm at the time of the bidding. b. Bidder should have a registered number of, GST, Income Tax / PAN number c. Bidder should be in operation in India for a period of at least 3 years as on publication of this tender.	a. Copy of certification of incorporation issued by competent authority/ Registration Certificate/ Shop & Establishment certificate b. Copy of PAN card c. Copy of GST registration
PQ 2		a. The Bidder Should have an average annual turnover of minimum 40 Cr from in last three financial years (2022- 2023, 2023-24, 2024-25).	a. CA Certificate specifying annual turnover for each of last 3 FYs (as on 31 March 2025) with UDIN Number. b. Audited Balance Sheet and P&L Account for last 3 FYs c. CA-certified Net Worth Statement as

S.No.	Description	Particulars	Supporting documents to be enclosed with proposal
			on 31 March 2025 d. Statutory Auditor's Report e. Self-declaration on non-insolvency (format as per Annexure)
PQ 3	Bidders Experience	The bidder must have successfully executed/completed at least ○ one single order of 29.6 Cr or ○ 2 Orders each of 18.5 Cr or ○ 3 Orders each of 14.8 Cr for same or similar product in last 3 years before the bid opening date to any central / state Government / PSU/ Listed Company Copies of relevant contracts to be submitted along with bid.	For Completed Projects: a. Copy of Work Order / LOA b. Completion Certificate from client on official letterhead c. Project citation stating number of GPS devices, client name, project value For Ongoing Projects (>60% complete): a. Copy of Work Order b. Certificate from client stating amount of work completed and percentage completion c. Performance Certificate Note: Contact details of senior official of client organization mandatory. SBMU reserves right to independently verify.
PQ 4		MANDATORY for all bidders: • AIS 140 Compliance Certificate for GPS devices to be supplied (IRNSS/NavIC support) — non-negotiable per MoRTH notification In addition, bidder must possess any 2 of the following valid certifications: (i) ISO 9001:2015 — Quality Management Systems (ii) ISO 27001:2022 — Information Security Management (iii) ISO 22301:2019 — Business Continuity Management (iv) CMMI-DEV Level 3 or above — Software Process Maturity All certifications must be valid as on date of bid submission and must be in the name of the bidding entity. Hardware-only OEM suppliers: ISO 9001:2015	a. Valid AIS 140 Certificate for the GPS device model(s) to be supplied b. Copies of all claimed ISO/CMMI certificates — valid as on submission date c. Certificates must be in name of bidding entity d. OEM Authorization Letter (if supplying third-party GPS hardware) e. Copy of ARAI approval (if applicable)

S.No.	Description	Particulars	Supporting documents to be enclosed with proposal
		+ AIS 140 certification mandatory (CMMI not required for hardware OEMs).	
PQ 5	Mandatory Undertakings	The Bidder must provide self-declarations (on company letterhead, signed by authorized signatory) confirming ALL of the following: a. Not blacklisted / debarred by any Central Government, State Government, PSU, or ULB in India as on bid submission date b. Not insolvent, not under NCLT proceedings, not being wound up, not under administration of court/judicial officer c. Directors / officers not convicted of any criminal offence related to professional conduct, false statements or procurement fraud in preceding 3 years d. Data Localization: All data collected under this project shall be stored on servers located in India only — compliance with MEITY guidelines e. No conflict of interest: Bidder is not related to any consultant engaged in preparation of this RFP f. Integrity Pact: Willingness to sign Integrity Pact with SBMU as per CVC guidelines (mandatory for contracts >Rs. 5 Crore) g. Local support: Undertaking to establish a functional office in Gujarat (Ahmedabad / Gandhinagar) within 30 days of contract award Note: Existing Ahmedabad office not required at bid stage — undertaking is sufficient	a. Self-declaration (Not Blacklisted) — as per Annexure format b. Self-declaration (Solvency) — as per Annexure format c. Self-declaration (No criminal conviction) — as per Annexure format d. Data Localization Undertaking e. No Conflict of Interest Declaration f. Signed Integrity Pact (proforma to be attached in RFP as Annexure) g. Local Office Undertaking Supporting address proof (if existing Gujarat office): Property Tax / Electricity Bill / Lease Agreement
PQ6	OEM Experience	The OEM of quoted product must have supplied • 10,000 nos. GPS Tracking Devices, • 10,000 nos. RFID Tags & RFID	

S.No.	Description	Particulars	Supporting documents to be enclosed with proposal
		Readers for Vehicles 40 nos. CCC (Video Wall) setup (specification mentioned in specification) of during the last 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid.	
PQ7	OEM Turnover	The OEM of quoted must have average annual turnover of Rs. 185 Cr in last three financial Years (2022-23, 2023-24,2024-25). The copies of Audited Annual Accounts/Statutory CA Certificate for last three years shall be uploaded along with the bid with UDIN Number.	

Note:

- i. The SI must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The technical proposal should be submitted in hard copy with soft version stored in pen drive.
- ii. For all cited projects under SI's experience criteria; the SI's have to submit LoI / work order with full BoQ, contract agreement go-live/amount of work completion certificate and copy of invoice submitted to the client as a supporting document for each project. Subcontracted projects by SI will not be considered for evaluation.
- iii. The SI needs to provide contact detail (email & phone number) of senior official from client.
- iv. SBMU Gujarat (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.
- v. For all resource CVs provided under manpower details, profiles will only be considered if they are on company payrolls as of the bid submission date.
- vi. The Bid Evaluation Committee (BEC) may invite each SI to make a presentation may require written clarifications from the SIs to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
- vii. Only projects for which the Work Order has been issued before 3 months of the release date of this RFP (supported by copy of Work Order), will be considered for evaluation.
- viii. In case of conditional bid or major deviations from the RFP requirements, SCADL may at its discretion reject the respective bid and will not be considered for further evaluation process.
- ix. The SI should submit authorization certificate of Original Equipment Manufacturer (OEM) (or multiple OEMs) specific to the bid. The SI should have a support agreement/arrangement for services including supply of spare parts etc. which includes the post-sales support activities for the entire project period.
- x. The Bid Evaluation Committee (BEC) may invite each SI to make a presentation may require written clarifications from the SIs to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.

- xi. Only projects for which the Work Order has been issued before 3 months of the release date of this RFP (supported by copy of Work Order), will be considered for evaluation.
- xii. If the Indian subsidiary of the Parent company fails to perform as per the mentioned Service Level Agreement (SLA), then the parent company will be held responsible and would have to take all the liability.
- xiii. Projects where the Master System Integrator (MSI) has sublet the work to the first level of sub-contracting firm (Organization-1), in that case, the first level of subcontracting firm / OEM is allowed i.e. MSI, Organization-1, OEM will be eligible for bid submission.
- xiv. The Lead SI or the Consortium member of a bid cannot be part of multiple bids. Only an OEM / Product Company can be part of multiple consortiums (if the firm is not participating as a Lead SI), if bidding ONLY as the Solution provider for the respective Product / Solution.
- xv. In case of any change in eligibility criteria during bidding stage, it is SI's responsibility (all consortium partners in case of consortium) to bring any change to Purchaser notice if there is a change in the status of the SI during bidding stage, with reference to any of the above-mentioned criteria for eligibility.
- xvi. Experience of the parent firm (in case SI firm is a 100% subsidiary of the parent firm) or experience of the 100% subsidiary firm (if parent firm is applying for the bid) or Experience of Sister Firm only if both (SI Firm & Sister Firm) are 100% subsidiaries of the same Parent Firm shall be considered. However, in such case the authorized signatory of corresponding firm(s), whose experience is being considered, should submit certificate to transfer knowhow to the SI firm as and when required. (This note shall be also applicable for technical scoring of the bids).

3.3 Technical Bid Evaluation

The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered, and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee may invite each bidder to make a presentation as part of the technical evaluation.

- The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the Bid document and adopting the evaluation criteria spelt out is as below.
- Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70 marks or more in the Technical Evaluation Framework as given in above Section will qualify for financial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

Technical Evaluation of the bids would be carried out on the 5 broad parameters various sub- categories, as mentioned below.

S.No	TQ Category	Evaluation Criteria	Max. Marks	Marking Guidelines	Documents Required
1	Bidders Competence (40 Marks)	No. of Similar Projects Bidder having experience of additional similar work (other than eligible under PQ) of Supply, Installation, Testing & Commissioning (SITC) of GPS based vehicle tracking system to Government / PSU organizations in last five (5) years in India.	15	• One (1) Project 3 Marks • Two (2) Project 6 Marks • Three (3) Projects 9 Marks • Four (4) Projects 12 Marks • Project with Waste management experience Additional 3 Marks	LOI / LOA, Copy of work order along with BoQ highlighting number of GPS devices, Client Completion Certificate, Citation on client Letterhead
2		GPS Bidder having experience of providing GPS based vehicle tracking system projects to Government / PSU organizations in last five (5) years in India.	10	• 1000 vehicles 4 marks • 1500 vehicles 6 marks • 1501 or more vehicles 8 marks • Solid Waste Management	

S.No	TQ Category	Evaluation Criteria	Max. Marks	Marking Guidelines	Documents Required
				project 02 marks	
3		RFID based Weighbridge system Integration with Dashboard Bidders having experience of RFID based Weighbridge system Integration with Dashboard & RFID reader at weighbridge to Government / PSU Organizations in last five (5) years in India.	15	- One (1) Project 3 Marks - Two (2) Projects 6 Marks - Three (3) Projects 9 Marks - Four (4) Projects 12 Marks - RFID based Weighbridge system Integration with Dashboard where RFID tags were placed on SWM vehicles for 3 marks	
4	Financial Capabilities (10 Marks)	The bidder having min avg. annual turnover of Rs. 40 Cr in last 3 FY ending 31 March 2025	10	₹40 Cr to < ₹55 Cr 2.5 Marks ₹55 Cr to < ₹70 Cr 5 Marks ₹70 Cr to < ₹85 Cr 7.5 Marks ₹85 Cr and above 10 Marks	Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years as on 31 st March 2025.
5	Manpower	The bidder having at least 40 FTE (Full Time Employees) (software developer, MIS operator, Service Engineer) on the payroll of organization working on GPS & Vehicle Tracking Monitoring System will	5	Min 40 FTEs - 2 Marks - Add. 10 FTEs – +1 Marks - Add. 20 FTEs – + 2 Marks	Certificate from the head HR in company letter head duly signed by authorized signatory

S.No	TQ Category	Evaluation Criteria	Max. Marks	Marking Guidelines	Documents Required
		get 40% marks of total allocated marks and each marks For every additional FTEs.		Add. 30 FTEs or more - +3 Marks	
6	Demonstration of COTS / Open source based Software (25 Marks)	SBM U Gujarat is looking to procure ready to deploy Commercially Off the Shelf (COTS) / Open Source Vehicle Tracking & Monitoring System (which is implemented and in use by at least 2 parties) as per requirement of SWM dept. of ULBs. The bidder needs to demonstrate the COTS / Open Source product in front of bid evaluation committee.	25	- Dashboard & Reports 3 Marks - Map based analysis like Buffers, Static & Dynamic Geofences etc. 3 marks - Planning and Scheduling of vehicles 3 Marks - Addition & Modification of POIs 3 Marks - MIS with legacy data 3 marks - GUI and other aspects of the application and possibilities for customization – 5 marks - Real Time Notifications and Alert features 5 Marks	Live Demonstration to the BEC
7	Presentation on Proposal (20 Marks)	Methodology and Action Plan detailing how the bidder shall deliver and manage the scope of project.	20	- Technical Capability and Understanding of Scope 6 Marks - Project Team CV 2 Marks - BoM Details with make and model and technical	The bidder shall prepare a presentation on the technical proposal to be submitted for this project.

S.No	TQ Category	Evaluation Criteria	Max. Marks	Marking Guidelines	Documents Required
				compliance 2 Marks • Implementation & Risk Mitigation Plan 2 marks • O&M Plan with training & capacity building 2Marks • Quality of Response against queries raised by Bid Evaluation Committee 6 Marks	
Total			100		

Note:

- Minimum absolute technical score to qualify for commercial evaluation is 70 marks out of total 100 marks.
- The bidders must submit the above information along with the required supporting documents for technical bid evaluation. Technical bid document without supporting document will be liable for rejection.
- In case of conditional bid or major deviations from the RFP requirements, Authority may at its discretion reject the respective bid and will not be considered for further evaluation process.

3.4 Financial Bid Evaluation

- The evaluation of the technically eligible bidder shall be based on Quality and Cost based Method (QCBS) as per the format in GeM.
- The committee will select the bidder by giving 70 % weightage to technical marks (T) and 30 % weightage to the Price Bid.

Technical Weightage (St)	Financial Weightage (Sf)
Normalized Technical Score (NTS) = $\{[T/T(\text{High})] * 100\}$ where T is the technical score of the bidder under consideration and T(High) is the highest technical score received by the bidder.	Normalized Financial Score (NFS) = $\{[C(\text{Low})/C] * 100\}$ where C is the financial bid value of the bidder under consideration and C(Low) is the lowest financial bid value.
Technical weightage St = NTS*0.70	Financial weightage Sf = NFS*0.30
Highest Score (H1) = St + Sf	

- In case of tie in the total score, the bidder having maximum Normalized Technical Score (NTS) will be selected. Authority reserves the right, at any time and in its absolute discretion, to accept or reject Proposals, to pursue negotiations and to modify and/or terminate the RFP process at any time.

3.5 Rights to Accept/Reject any or all Proposals

SBMU Gujarat reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected SI or SIs or any obligation to inform the affected SI or SIs of the grounds for SBMU Gujarat action.

3.6 Notifications of Award and Signing of Contract

- Prior to the expiration of the period of proposal validity, the SIs will be notified in writing through FAX or email or letter that its proposal has been accepted.
- SBMU Gujarat shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance (LOA)/Letter of Intent (LOI), whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation SI shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
- The notification of award (LOI/LOA/Purchase Order) will constitute the formation of the Contract. Upon the SI SBMU Gujarat, it will promptly notify each unsuccessful SI and return their EMDs.
- At the time SBMU Gujarat notifies the successful SI that its bid has been accepted, SBMU Gujarat will send the SIs the Proforma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful SI shall sign and date the Contract and return it to SBMU Gujarat.

Note:

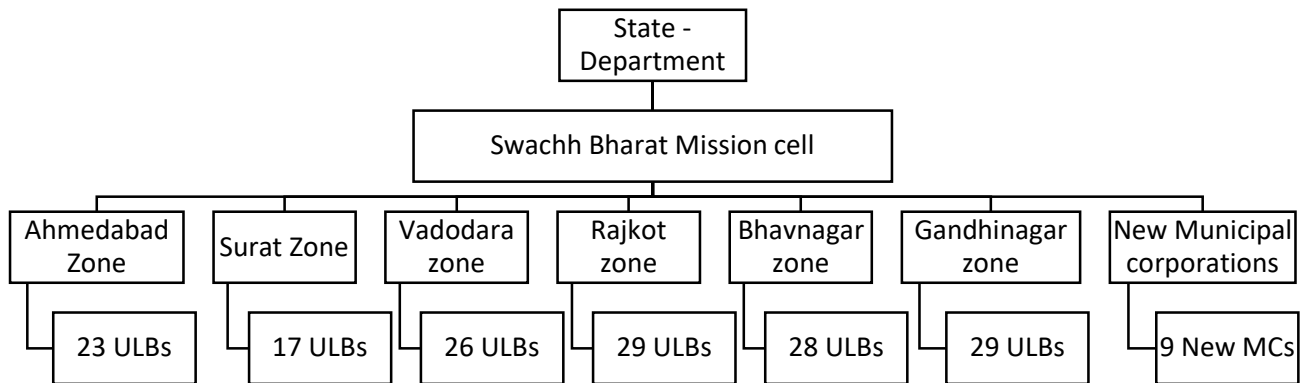
- Any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail
- If the SI does not accept the error correction, its Bid will be rejected and EMD may be forfeited.
- SI must attach valid documents in support to their Pre-Qualification and Financial, Technical capabilities /strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- The SI should submit authorization certificate of Original Equipment Manufacturer (OEM) (or multiple OEMs) specific to the bid. The SI should have a support agreement/arrangement for services including supply of spare parts etc. which includes the post-sales support activities for the entire project period.
- All the proposed equipment should not be declared End-of-Support by the OEMs for next 6 years from the date of bid submission.
- The Manufacturer's Authorization Form (MAF) is required for any hardware or software component being supplied as part of this project.
- Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

4 Scope of Work

The scope of work for the selected implementing agency will include supply, installation, testing, commissioning, operation, and maintenance of GPS based solution for web and mobile based automatic vehicle tracking and telemetric fleet management incorporating Global Positioning System (GPS), combined with GPRS or higher connectivity, and digital map technology. The bidder is also required to integrate the system with the CCC of SBMU Gujarat. Necessary arrangements for the communication channel / display device in community bin collection vehicles to be made by the bidder. Further, Bidder shall also have to provide post implementation support and maintenance of Vehicle Tracking and Monitoring solution for 5 years from the date of Go-Live.

4.1 The primary scope of work

1. Supply, installation, testing and commissioning of GPS tracking devices which are properly concealed for device protection from any kind of tampering activity(to be installed in the dashboard) in 4000+ existing vehicles of the 161 ULBs (152 municipalities and 9 new Municipal corporation) as well as on the new vehicles which department may add in the future. The system should be a multi-tenant structure as below (indicative):



2. Supply, Installation, Testing and Commissioning of Radio Frequency Identification tags on the required vehicles of ULBs.
3. Supply, Installation, Testing and Commissioning of Radio Frequency Identification readers (mounted/handheld) at required SWM refuse vehicles, and weighing bridges at the dumping grounds and other locations of central workshops as required by ULBs.
4. Geographically mapping of all the bin locations, processing facilities, SWM Garages, Workshops, Dumping Grounds, SWM offices, ward offices on GIS Maps.
5. Geo-fencing and Route mapping of existing and new POIs as per the requirement of ULBs. Bidder shall have to undertake on-ground and desktop survey activity to identify additional POI and new POIs in conjunction with user department of ULBs (i.e., SWM) and integrating the same with the application. However, it should be noted that the final authority in deciding the POIs lies with Authority only.
6. Bidder is required to put inbuilt QR scanning facility in the mobile application for marking attendance and service delivery at each household/ society in the areas of door-to-door collection where Chhota Hathi cannot access the streets.
7. Supply & Installation of hardware (servers), software and network devices required for using the Vehicle Tracking & Monitoring System.

8. The space for server and data storage shall be on premise or on cloud. If on cloud, the hosting of the VTMS on any of the MEITY empaneled cloud service providers. Also, the same should be maintained by the bidder.
9. Design, Development, Supply, and Deployment & Implementation of Commercially of the Shelf (COTS) / Open Source based Web and mobile Based Application software (Vehicle Tracking System) integrated with GPS, RFID devices, existing weighbridge application, CCTV footage integration from existing surveillance system, integration of legacy data from the existing system, ICC and complaint management modules. **It is to note that Source code for VTMS software as deployed in Ahmedabad Municipal Corporation (AMC) will be provided to the bidder to build further. The selected bidder can either make use of the source code of this software or develop afresh, which in either cases, the commercials for the software will be considered null. If the software is being developed, the technology must be open source and must provide enterprise support**
All other licenses/certifications required for development and operations for the project will be the bidder's responsibility to procure. Authority will not be responsible for the same.

Technology stake of VTMS AMC:

- **Front-end framework / technology and version- MVC .Net(4.0) and Java scripts**
 - **Back-end framework / technology and version- C#**
 - **Database technology and version- MSSQL / SQL 2019 Std**
 - **Server / hosting environment details- IIS/10.0**
 - **Any other supporting software, middleware, or tools used in the system- Middleware (API's and interface applications)**
10. **No separate payment shall be made for software/tools/licenses required for development and implementation; the same shall be deemed included in the quoted bid price**
 11. **Setting up of a Command and Control Centre (CCC) in Gandhinagar, Gujarat, in 6 RCM Zones, and 9 Municipal corporations. Location shall be decided by the Authority**
 12. The bidder needs to provide perpetual license of all software solution for unlimited number of users.
 13. Assessing and integrating existing/ or provide new GPS devices in vehicles of 161 ULBs with the new Vehicle Tracking and Monitoring Solution.
 14. Assessing and integrating Weighbridge system with the Monitoring Solution
 15. Maintenance of GPS & RFID devices along with added sensors during and after warranty period including the replacement of devices in cases of damage, new vehicle or any other change. Further, bidder shall also have to provide SIM card for each of the GPS devices being procured for the both implementation and O&M phase of the project (5 years from the date of Go-Live). Bidder shall have to factor the cost against the same in their financial bid.
 16. Maintenance of web-based application and mobile application, during and after warranty period.
 17. Bidder needs to provide manpower resources for the implementation of the project for both regular and night shift as per the requirement of ULB.
 18. Provide manpower resources for support, maintain and administering the system.
 19. Provide training to ULBs resources for operating the tracking system.
 20. Integration of the web application with the Integrated Command and control Center
 21. Based on the future requirements, the bidder shall also consider the supply and installation of additional

hardware of devices on the necessary vehicles of ULBs and integration of the same with the application. It should be noted that the cost of hardware will be paid to the vendor based on the identified cost in the tender, but there should be no cost to be paid for the integration with the application.

4.2 Hardware & Software components Specification

Hardware Components		
Sr. No.	Item Description	Qty.
1	GPS Tracking Devices with vehicle speed, fuel gauge reading, battery indicator reading, Temperature reading features and SIM & other required accessories. Technical specification – ARAI-approved GPS devices, AIS 140 compliant These devices must feature IRNSS (NavIC) support, emergency SOS buttons, and IP67 waterproof ratings	As per commercial bid
2	RFID Tags for Vehicles	
3	RFID Readers (mounted/handheld) on processing facilities, Depots, Petrol Pumps etc.	
4	POI identification markers	
5	CCC set up cost (Screen-55 inch, 2x2 matrix (tentative), other hardwares and softwares) (Section 9- Annexure 9.1)	
6	One time Software customization charges for AI integration	
7	One time cost of implementation of automation of data operations at weighbridge alongwith all necessary hardware tools viz. desktop, camera etc.	

Details and role of the components of the expected solution architecture are as follows:

4.2.1 GPS based Tracking Device

The GPS based tracking device should have a powerful microprocessor-based mechanism along with the GPS receiver and a GSM/GPRS (SIM card) or higher module which obtains location information and relays it back to a central internet web server over mobile phone network. This keeps a track of the entire route of the vehicle. This information will include the location, the speed, the trip start and finish time, direction etc of the vehicle. The vehicle will be tracked using GPS (Global Positioning System) to find the location and time information at any instance of time and will be monitored through pre-defined routes in the system. So, the reports will be generated about the time of collection of garbage, the route followed for the collection, the speed of the trucks. Further, violation should be captured in the system, if in case the POI is missed by the SWM vehicle or it is not running on the pre-defined route and in case if there is any attempt of forcefully removing the GPS device from the vehicle. Notification of such event must be extended to concerned official via web and mobile application notification.

Also, for the vehicles of other departments, bidder needs to procure two types of devices including regular GPS based tracking device and other canned devices which will measure certain parameters such as vehicle speed, fuel gauge reading, battery indicator reading, Temperature reading etc. along with the geo coordinates.

The selected bidder will have to ensure to replace the GPS devices if the existing GPS devices are not compatible with the proposed VTMS application. Bidder may visit / carry out survey with ULBs prior permission to check the current GPS devices information and details.

The GPS devices must be ARAI-approved GPS devices, AIS 140 compliant. These devices must feature IRNSS

(NavIC) support, emergency SOS buttons, and IP67 waterproof ratings

4.2.2 Information transmission

The information will be collected by the tracking device and this information will be sent to the tower using the GPRS signal for the transmission of the information. The GPRS tower will communicate with the servers using the transfer protocol to transfer the information collected from the various vehicles. The database server and the application server will collect the data and produce the reports. The central server will also have digital maps which will allow seeing ULB user about the location of the vehicles on that map. The servers will post the information over the internet which will then be visible to the Authority users through mobiles or computers.

All the information will then be available over the internet and physical checking will be eliminated. The routing can be given to the drivers using this system and tracking can be done automatically instead of having multiple check points.

Geo-referencing and / or surveying of the following components shall have to be carried out by the implementing agency:

4.2.3 Garbage Collection points

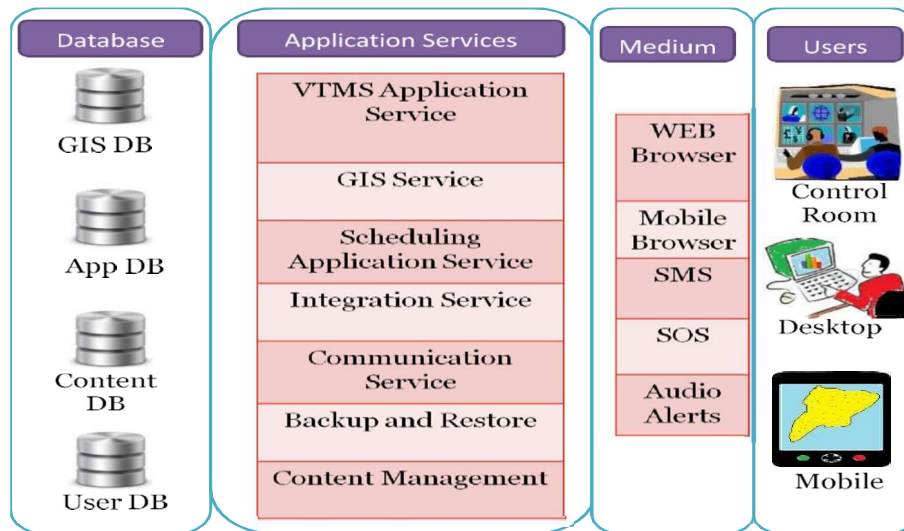
- a. Point of Interests
- b. Bin locations
- c. Departmental Offices
- d. Dumping grounds
- e. Processing sites
- f. Department workshops
- g. Ward offices
- h. Others (as per Authority request)

The accuracy of these locations should be 3 to 5 meters. The implementing agency shall use these locations over the maps and shall deliver the same to SBMU /ULBs in formats like .shp, .kml, etc. formats or any other standard GIS format, as required / suggested by authorities.

4.2.4 Cloud Hosting

The proposed solution should be hosted at any of the cloud service provider empanelled by Ministry of Electronics and Information Technology (MEITY). This will act as a hub for storing, managing, maintaining and back up all the data that is received from the vehicles, RFID readers, ULBs offices, control rooms and devices using VTMS. The Implementing agency shall carry out a detailed sizing of the hardware and software that is required for hosting the VTMS solution at cloud. The Implementing agency shall also carry out a network sizing and requirement of the network devices required for the implementation of VTMS solution.

Conceptualized below will be the expected logical components of VTMS.



The decision to host Gujarat State Data Centre (GSDC) may be decided by the authority.

4.2.5 Mobile App

The access to the existing mobile app of AMC will be provided for use for the real time monitoring of vehicles locations, schedules and all the KPIs as shown on the dashboard over maps, graphs and other suitable visualizations as per SBMU Gujarat/ ULBs requirements. Alternatively, the bidder may develop its own mobile app for the real time monitoring of vehicles locations, schedules and all the KPIs as shown on the dashboard over maps, graphs and other suitable visualizations as per SBMU Gujarat/ ULBs requirements at its own cost (Authority shall not be liable for any additional cost). Mobile Application shall be hosted on cloud-based server/Gujarat State Data Centre (To be decided later) for Mobile/ Web Monitoring for various zonal offices/ concern engineers. This will mainly include voice communication and communication through messages/chats/texts etc.

4.3 Penalty Report for Unserved POIs

The bidder shall generate penalty report for unserved POIs, stoppage, over speed and others (as per requirement of user department) on daily basis.

4.4 Functional Specifications

The solution, being proposed by the bidder should have below mentioned indicative functional requirements. However detailed functional requirement will have to be prepared by the selected bidder after the award of the project by carrying out a detailed requirement gathering activity with the concerned department of ULBs.

Functionality	
Common Functional Requirements	Integration required with the below
(A) Dashboard	
Dashboard Module should give a quick and easy view to know overall fleet status on real time basis. It should display status information of all vehicles i.e., Running, Idle or Standby. The Dashboard view should provide the following information.	CCC software

Functionality	
Common Functional Requirements	Integration required with the below
(A) Dashboard	
- Each department separate authentication-based vehicle tracking module. - Within department section, there shall be an aggregated view of all the department specific vehicles, its location, movement and other real time details shall be available. - There should be a facility to club the area specific and category specific vehicles in groups. - Zone name, Ward Name, Vehicle No, Vehicle Type, Current Location & Last Updated Date & Time of each vehicle. - It should give alert message if GPS device gets disconnected from a vehicle. - Dashboard should have search parameter where different searches i.e. Vehicle Number wise, Zone & Ward wise, running / idle / standby vehicle wise and "No communication" wise searches can be done. - It should also give an indication regarding the running speed of the vehicle i.e. Normal speed, Alarming speed and above Alarming speed, Estimated travel time, estimated time of arrival etc. - There should be provision to see vehicles on map based on the user interest. - Any additional customization as requested from Authority	
(B) Map Based Analysis	
- Creating buffers along the emergency site, working site. - Creating Geo-fence dynamically and sending alerts in case of vehicle moves out of the geo fence. - Halt time within the geo-fences. - Geofences to be created at every bin, station location and Pols. - Geo routing the assigned routes and sending alerts in case of route deviation. - The Map should have facility to flash or show messages sent by the vehicle communication unit.	GIS
(C) Vehicle Maintenance for Authority Vehicles	
- Maintenance of vehicle data regarding the end of life, maintenance schedule for the ULBs Vehicles. - History data for vehicle maintenance schedule for the ULBs Vehicles. - Details of vehicle purchase and other registrations for the ULBs Vehicles.	Fleet Management
Functional Requirements SWM work specific	
(A) Area Details	
- Area information (Zone / Ward / Colony / Society) - Population details - Volume of the Solid waste which includes Wet & Dry waste (Recycled & Non-Recycled) - Collection procedure (i.e., Primary: House to House & Secondary: Community Bin to Garbage transport centre or mix)	GIS
(B) Garbage Collection Scheduling	
Assigning of SWM Vehicles to pick-up the Garbage for door-to door	GIS

Functionality	
Common Functional Requirements	Integration required with the below
(A) Dashboard	
- collection based on the pre-defined schedule of ULBs. - Assigning of SWM vehicles to pick up the garbage from Community bins based on the fill level (emptying requirement of the bins). - Assignment of dynamic routes using the vehicle initial route and bins required to be attended. - Location-wise assignment of Sanitation Staff and resources - Scheduling of garbage collection and cleaning activities with the objective of maximizing citizen friendliness on the one hand and optimum use of resources on the other.	
(C) Primary Garbage Collection & Disposal	
- Record the volume of garbage collected and disposed on a daily basis at processing site by different vehicles. - Keeping certain checks as per environmental regulations, like minimum frequency of lifting garbage etc.	Weigh Bridge Software
MIS	
- Monitor the deployment of pickup trucks and personnel based on the schedule originally drawn. - Information on the use of Land Fill Sites - Land fill site: How much garbage received? - Land fill site: How much as per target recycled? - Alerts if the use of Land Fill sites is above some thresh-hold - Generation of registers like: Site Register (landfills), vehicle register etc. - SWM Contract Wise Status Reports, Site Wise Progress - Summary, Contractor wise Performance Analysis, etc. - Comparison of expenditure on SWM activities over different geographical areas, years, agencies, etc - Show all Point of Interests - Stoppage Report (Halt Start Time, End Time, Halt Location, and total Halt time for any selected vehicle for specific date) - Vehicle History (Total distance covered, alerts, violations, average speed, high speed between start and end date (on weekly and monthly basis) for Vehicle). - Reports of Ward Wise Weight Reports. - Reports for processing site wise Weight Reports. - Reports for unserved POIs along with Penalty calculation as per the terms mentioned in section 4.2.1. - AI based customizable reports as and when required	

Software & Platform Specifications :

Feature Area	Minimum Requirement	Revision / Addition
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Web Application Hosting	Cloud-hosted, web-based, multi-user, role-based access	Data must be hosted on servers in India (MeitY-empanelled cloud only — e.g., NIC, AWS India, Azure India, GCP India). Data sovereignty clause to be included in contract.
Data Security	ISO 27001 compliance, TLS encryption	End-to-end encryption for all data in transit and at rest; AES-256 encryption; Regular VAPT (Vulnerability Assessment & Penetration Testing) by CERT-In empanelled agency; Annual security audit report to be submitted to SBMU
System Uptime & Availability	99.75% quarterly uptime (as per original SLA)	Retain 99.75% uptime. Add: Planned maintenance window must be pre-approved and conducted between 2:00 AM to 5:00 AM only. Maximum 4 hours planned maintenance per month. Unplanned outages > 2 hours to be reported within 30 mins to SBMU nodal officer.
Mobile Application	Android + iOS mobile app mentioned	App must be compatible with Latest Android Version and iOS 13.0+. Offline mode required — app must cache last 24 hours of route data. Push notifications for alerts (over-speed, POI missed). Multi-language support including Gujarati mandatory.
Audit Trail & Logging		All user actions on the platform (configuration changes, report downloads, route modifications) must be logged with timestamp, user ID, IP address. Audit logs retained for 5 years. Accessible to SBMU administrators.
API & Integration	Integration with Integrated Command & Control Center (ICCC) mentioned	Standardized REST API with Swagger documentation to be provided within 60 days of go-live. API must support data exchange with SBM-U national portal, ICCC, and State Urban Development portal. API key-based authentication with rate limiting.
Data Retention		GPS track logs: Retained for 1 year online (queryable) + 4 years in archive. Incident/alert data: Retained for 3 years. Data export: SBMU must be provided quarterly data dump in open format

		(JSON/CSV/GeoJSON). Data ownership: All data belongs to Government of Gujarat — vendor has no rights over data.
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4.4.1 *Integration of Artificial Intelligence (AI) use cases (Indicative)*

1. **Dynamic Route Optimization & Adaptive Operations**
 - Dynamic rerouting of vehicles to reduce fuel, time, and overflow incidents.
 - Demand-responsive allocation of vehicles based on ward-level waste generation patterns.

2. **Predictive Analytics for Service Planning**
 - Forecast waste generation trends using historical and seasonal data.
 - Predict high-load zones (festivals, markets, tourist areas) for proactive deployment.
 - Anticipate vehicle breakdowns through predictive maintenance models.

3. **Auto-Generated Reports & Smart Dashboards**
 - Automated daily/weekly/monthly reports on:
 - Collection efficiency
 - Missed households
 - Route adherence
 - Vehicle utilization
 - AI-generated summaries highlighting key deviations and actionable insights (not just raw data).
 - Role-based dashboards for State, ULB, and ward-level officials.

4. **Anomaly Detection & Alerts**
 - AI-based detection of irregularities such as:
 - Route deviations
 - Prolonged vehicle stoppages
 - Fake/duplicate trips
 - Real-time alerts to supervisors for immediate corrective action.

5. **Image & Video Analytics (via CCTV / Mobile Apps)**
 - AI-enabled verification of waste collection using geo-tagged images/videos.
 - AI-enabled verification of vehicles at weighbridge using geo-tagged images/videos of number plate, vehicle movement
 - AI-enabled verification of waste at disposal site (Processing plants) using computer vision cctv camera.
 - Detection of:
 - Uncollected garbage spots
 - Overflowing bins
 - Littering/illegal dumping
 - Integration with Command & Control Centres for visual monitoring.

6. Citizen Engagement & Grievance Redressal

- AI-powered chatbots for complaint registration and tracking.
- Automatic categorization and prioritization of complaints.
- Sentiment analysis of citizen feedback for service improvement.

7. Data-Driven Policy & Decision Support

- AI-assisted insights for state-level planning and budgeting.
- Scenario modelling (e.g., impact of increasing fleet, changing routes, or adding shifts).

4.5 Software Requirement Specifications (SRS) Creation

Post understanding and fixing the short comings mentioned by the departments, the selected bidder will do the installation of devices across all applicable departments and their vehicles. Simultaneously, requirement gatherings from all concerned departments shall be done for customization of the proposed solution. It shall include modules as indicated below.

Time Place Movement (TPM) mapping

- i. Facility to define route and waste collection points on map
- ii. All routes and its collection points should be accurately mapped (for tabular / map report, analysis)
- iii. Facility to define the schedule for each route and POI there in, with respect to its collection in terms of start time, end time and grace period if any.
- iv. Facility to assign a specific or multiple route to a particular contractor / vehicle / driver
- v. Administration of defined route as per new / updated requirement.

Time Place Movement (TPM) Monitoring

- i. Monitoring the route attendance by designated vehicle in terms of in time, out time and duration.
- ii. Monitoring of vehicle movement & stopping points with time stamps Route and collecting points should be displayed on the city map. e.g. Society name,
- iii. Apartment name, Complex name is to be displayed in reports as well as on map,
- iv. Through GPS movement, entry / exit and stoppages of vehicle should be monitored.
- v. Every collecting point is mapped with the stoppage time interval. If vehicle stops at least for defined stoppage time at that collection point, it can be assumed that waste is collected from that point.
- vi. Alert should be triggered to the concerned Authority officials if in case POI is missed by the SWM vehicle for garbage collection. Further, similar notification should also be triggered if in case there has been a change in the route by the SWM vehicle than to the one assigned to it.
- vii. Alert should be configurable for notifying incidence of missed route, missed POI, on missing time schedule. Such alerts should be notified to Authority officials via web and mobile application notification.
- viii. Generate route performance report.

Post the formulation of a detailed Software Requirement Specification in a proper document and approval of the same from departments, the customization of the application shall commence.

4.6 Specifications for Project Implementation team

The following are minimum qualifications and experience for key resources required to implement the VTMS solution. The following personnel would be required during the Design, Configuration, Installation and Setup of the VTMS solution.

Sr. No.	Role	Nos	Min. Qualification & Experience
1	Project Manager	1	- B.E. / B.Tech Computer Science / IT. + M.B.A. (preferable) 8+ Years of Experience; 2+ years of Experience as Project Manager 2+ Years of experience in Vehicle Tracking Solution Implementation
2	System Analyst	1	- B.E. / B.Tech. Computers Science / M.C.A. 4+ Years of Experience as a Business Analyst / System Analyst
3	Support Engineer (GPS, RFID)	21	- Graduate / Diploma with 3+ years of experience for GPS, RFID solutions. - Graduate with Industry certification in system administration

4.7 Technical Specifications

GPS based Automatic Vehicle Tracking System

S.No.	Part	Parameter	Details
1	Connectivity	GSM/GPRS or Higher Modem	Quad-band GSM/GPRS Modem or higher, Downlink max. Speed 85.6 kbps & Uplink max. speed 42.8 kbps
		Transmitting power Class 4 (2W) at GSM 850 and EGSM 900 Class 1 (1W) at DCS 1800 and PCS 1900 with IMEI	
		Number	IMEI
		Frequency	GSM 850, EGSM 900, DCS 1800, PCS 1900
		Transmitting power	Class 4 (2W) at GSM 850 and EGSM 900 Class 1 (1W) at DCS 1800 and PCS 1900
		Connectivity	GPRS or higher multi-slot class 10
		Coding scheme	CS-1, CS-2, CS-3 and CS-4
		SIM interface	External SIM card: 1.8V, 3V with
2	GPS Navigation	Receiver	42 Channels
		Frequency	1575.42MHz
		Acquisition Time	Hot Start 1 sec, Open Sky, Cold Start - 30 Sec, Open Sky
		Horizontal Position Accuracy	2.5 meter
		Tracking Sensitivity	160 dBm

S.No.	Part	Parameter	Details
3	Power	Output	NMEA Protocol
		Antenna	Active GPS Antenna
		Operating Voltage	8V 32V
		Operating current	@24V Ideal Mode: 80m GPRS or higher trans/rec:- 160mA
		Battery Reverse	Integrated Protection
4	Environment	Operating Temperature	-25 to 80 degree Celsius (without LCD) -20 to 70 degree Celsius (with LCD)
5	Memory		16 MB
6	Screen requirement for CCC		55 inch, 2x2 matrix (tentative)

Sr.	Parameter	Minimum Specification	Revision Note
1	Compliance & Standards	AIS 140 compliant (mandatory per MoRTH); ARAI-approved; IP67 waterproof rating; IEC 60068-2-6 vibration tested	IEC vibration standard — vehicles operate on rough roads
2	GNSS Navigation	Multi-constellation support: GPS + IRNSS (NavIC) mandatory + GLONASS/Galileo optional; Minimum 42 channels; Position accuracy ≤ 2.5 m CEP; Cold start ≤ 45 seconds; Hot start ≤ 1 second; Tracking sensitivity ≥ -160 dBm	IRNSS/NavIC explicit as mandatory (not optional); add cold start spec
3	Cellular Connectivity	4G LTE Cat-4 modem (minimum); Backward compatible with 2G/3G; Dual SIM support recommended; IMEI-registered; Supports OTA (Over The Air) firmware update; Data compression capability	Upgrade from 2G/GPRS to 4G LTE — 2G being phased out in India; significantly better for real-time tracking
4	Power Supply	Input voltage: 9V–36V DC (wide voltage for both petrol/diesel/electric vehicles); Battery reverse protection (integrated); Backup battery: Minimum 4 hours (in case of main power cut/tampering); Low power consumption: ≤ 500 mA @ 12V during active tracking	Extend to 9-36V to cover electric vehicles; add 4hr backup battery requirement for anti-tampering protection
5	Operating Environment	Operating temperature: -25°C to +85°C (without LCD display unit); -20°C to +70°C (with LCD); Humidity: 5%–95% non-condensing; IP67 rating	MIL-STD-810G requirement — Gujarat has high heat zones; humidity spec added

		(dust tight + immersion protection); MIL-STD-810G shock and vibration resistance	
6	Onboard Sensors & I/O	Fuel sensor interface (analog/CAN bus); Temperature sensor interface; Digital I/O: Minimum 4 inputs, 2 outputs; Emergency SOS button (panic button) — mandatory per AIS 140; CAN bus interface for reading vehicle diagnostics; Tamper detection and alert capability	CAN bus interface — essential for modern vehicles; tamper detection — anti-theft requirement for government fleet
7	Data Storage	Internal memory: Minimum 64 MB (revised from 16 MB); Store & forward capability: Store minimum 3,000 location records when offline and transmit on reconnection; SD card slot for expanded storage (optional but preferred)	Increase from 16MB to 64MB — essential for store-and-forward in poor network areas; minimum 3000 records buffer
8	Data Transmission Frequency	Configurable transmission interval: 5 seconds to 60 minutes; Default: Every 10 seconds (moving), Every 60 seconds (stationary/idle); Real-time push notifications for SOS, over-speed, geo-fence breach; Secure data transmission using TLS 1.2 or higher encryption	data transmission frequency and encryption requirements — critical operational spec missing in original
9	Anti-Tampering	Tamper-evident enclosure; Alert generated and transmitted within 30 seconds of any attempt to remove, damage, or interfere with the device; Alert to include location, time, vehicle ID, and type of tamper event; Device should continue recording for minimum 30 minutes on backup power after main power cut	specific anti-tampering specs — government fleet protection requirement
10	Warranty & MTBF	Minimum 3-year comprehensive on-site warranty for all hardware supplied; MTBF (Mean Time Between Failures): ≥50,000 hours; Replacement of faulty device within 24 hours in ULB locations; Defective device return and replacement process to be documented in SLA	explicit warranty period and MTBF — these are standard hardware procurement requirements under GFR

COTS / Open Source based AVLS System

The software shall be web based and utilizes high resolution digital map to show real-time position of the vehicles. The software shall provide map-based tracking and transit route line-based tracking of vehicles by the control center operators. The software is expected to have enterprise capabilities which enables multiple user type to be enabled to carry out various functions like, Alarm Management, Vehicle Schedule Tracking, Speed Management, Stoppage management, Route replays, vehicle tracking dashboards etc. as a standard functionality.

The software shall enable control center management staff quick decision-making capability, which shall be achieved by providing graphical tools for visualization. The software shall enable ULBS to drill and analyze information and online data in a multi-dimensional manner. Comprehensive analysis and reporting capabilities are expected to be part of the application delivery which matches the world standard capabilities of AVLS systems.

AVLS Controller Software Functionalities

- Ability to distribute control of services among controllers Real Time Communication with the Fleet
- Supervision and Monitoring of Fleet Positions in Real-Time
- Ability to Track Vehicles based on different operational state parameters Time Monitoring Analysis
- On-Line Assignment of Service Time Management of Information Displays at Stops Regulating Service by Time and Frequency Ability to See Trips by different colours Legend of Vehicles
- Status Tracking of Messages Sent to Drivers Console Status Tracking of Messages Sent to Internal Screens Controller System Messages
- Vehicles, Virtual Vehicles, POIs and routes on Map
- Vehicles, Virtual Vehicles, POIs and routes on Straight-Line Diagram Information on Vehicle on mouse overs
- Information on PIS and Stops on Mouse Over Vehicle Menu
- Information on Drivers
- Detailed Control information of Vehicle Selection of Stop on Route
- Ability to Define Types of POIs /served unserved areas Detailed Stop Control
- Current Trip Views on Map, Lines etc. Multi-Map Views
- Ability for Zone Creation
- Ability to Draw Detours on Map in Send it to Vehicles in Real-Time Management of Detours
- General Control of Lines Control of Routes
- Technical Alarms Management and Disposal Vehicle Alerts management and Disposal
- Messages to Console, Manually, Auto Mode, Event Activated Automatic Messages with Acknowledgment
- Messages to PIS Screens
- Answering Messages from the Vehicle Panic Button Messages Management Information Panel Messages
- Line Legend
- Lines with Activated Legend Vehicle Service Graph
- Trip Graph
- Information Signs - Checking On the Routes
- Information Signs Checking On Predefined Messages
- Information Signs - Checking On On-Line Messages
- Information Displays- Lines
- Information Displays- Predefined Messages
- Information Signs On-Line Messages
- Information Signs- Simulator
- Statistics of Lines, Drivers, Routes etc.
- Traffic Density using Colour Codes on Lines, Maps

GPS Device Configurations & Management

- Configuration of predefined messages
- Configuration of zone messages
- Filtering lines for warning the controller
- Calendar configuration
- Configuration of voice types and frequency
- Map data configuration
- Incident types
- Controller Authentication
- Configuration of Vehicle Control Panel Messages
- Configuration of Predefined Messages
- Creation of Predefined Messages
- Zone Indication Message to Buses
- I/O Zone Warning Messages
- Line Filter for which Warnings are sent to the Controller
- Day Type Configuration, New Day
- Day Type Configuration, Alter
- Day Type Configuration, Search
- Day Type Configuration, Seasons
- Day Type Configuration, Results
- Voice Time Configuration
- Configuration of Reaction Times
- Map Data

UHF Passive RFID Tag Specifications:

Parameter	Specification
Type	ABS, High Quality Engineering Plastic
Supported Transponders	ISO18000 6C EPC Class 1 GEN2
Frequency Range	ISM865~928MHz
Operation Mode	Fixed Frequency or FHSS Software Programmable
Memory capacity	The tag should support ISO18000 6C protocol standard 2K Bits storage capacity, 1728 Bits (216bytes) writable user area; MR6730B metal supports EPC C1 GEN2 (ISO18000 6C), with 96Bits writable EPC Code area, 512Bits writable user area, and 32Bits password area, EPC 128 bit user 512 bit TID 96 bits.
Reading Rate	Software Programmable, Average Reading per 64Bits <10ms
Tags material	Metal material
Reading Range	Should be able to be calibrated. (to be kept as 2-4m max) based on the site visit.
Operation Temp	-35°C to 85°C
IP Classification	IP 68
Weather	Heat, dust proof, UV resistant & sea water resistant.
Chemical Resistance	No physical or performance changes in 168 hour Motor oil exposure 168 hour Salt water exposure (salinity 10%)

Parameter	Specification
	5 hrs Sulfric acid (10 %Ph 2) 1 h Naoh (10 % Ph 14) exposure

RFID Reader Specifications:

Parameter	Specification
Protocol	ISO18000 6C EPC GEN2 Configurable for mixed or single tag-type operation. Air interface software on IV7 is downloadable to add Gen 2 and Class 1 air new features become available.
Frequency Range	Standard ISM 902 928MHz or 915 MHz (US FCC), 865 MHz (ETSI 302-208), and 869 MHz (ETSI 300-220)
Operation Mode	FHSS
RF Power	0~30dBm, software adjustable
Reading Speed	Software Programmable Average Reading per 64Bits <6ms
Reading Mode	Timing or Touch, Software Programmable (reading should be such that the reader does reads two tags at a time)
Communication Mode with central server	TCP/IP and GPRS or higher
Data Input Port	Trigger input one time
Reading Range	Max 12 m(able to calibrate)
Communication Interface	RS232
Accessories	Vehicle-mount DC power cable kit Antennas, and antenna cables
Environmental Rating	IP65
Humidity	10% - 90%
Shock and Vibration Protection	Withstands standard material handling vehicle environments. Meets or exceeds MIL STD 810F
Operating Temperature:	-25°C to 55°C (-13°F to 131°F)
Storage Temperature:	-30°C to 75°C (-22°F to 167°F)
Humidity	10% to 90%
Power Supply	Vehicle DC power 12 to 60V, 4.5 A maximum

4.8 Specifications for Solution Hosting and Device Installations

The solution developed for vehicle tracking system should have been hosted on a cloud-based solution. The selected bidder will have to ensure that a Ministry of Electronics & Information Technology (MEITY) empaneled cloud servicer provider is engaged for the hosting of the solution and maintain the same during the post implementation period. The software used in the hosted environment such as Operating System, database, antivirus, etc. should also be platform independent preferably. However, the selected bidder will have to understand from the ULB IT department about the standard technology stack followed by ULB. Also, apart from the hardware & software that will be used at the data centre, there will be set of hardware devices that will be supplied and installed by the selected bidder in the vehicles.

Considerations for devices installation:

- i. The GPS device should be tampered proof. Also, it should be installed in the dashboard of the vehicle. The GPS device shall also generate notifications in case of any tampering activity.
- ii. The GPS devices must be ARAI-approved GPS devices, AIS 140 compliant. These devices must feature IRNSS (NavIC) support, emergency SOS buttons, and IP67 waterproof ratings
- iii. The other sensors shall also be able to generate tampering notifications.
- iv. The GPS device should not use the inside vehicle battery to an extent that it drains out the vehicle battery. It should have a facility to go in a standby mode. The bidder should arrange added battery in case of the GPS device and sensors are using more battery from the vehicle. The bidder should also arrange for charging and maintenance of the added battery.
- v. RFID tags should be installed on the vehicles of the solid waste department and should track and store basic information from serial number of vehicles, information on the Vehicles' arrival and departure from the processing sites or depots.
- vi. The RFID readers should be tamper proof. The reader should also generate notifications in case of any tampering activity. The readers should be installed in the vehicle such that the RFID reader can read it from a minimum distance. The location of the fitting of RFID readers should be finalized only after consultation and prior approval of the ULBs officials.
- vii. The implementing agency will be responsible for installing and maintaining & operating all the required in vehicle units for execution of VTMS which includes GPS device, Data connection card / SIM Card (GSM, CDMA, 4G, 3G Card), RFID readers, sensors and RFID tags. The payments and responsibility of smooth operations of the above mentioned in vehicle units will of the implementing agency. Please note that SIM card must be maintained by the implementing agency during the entire contractual period (Implementation and O&M phase of the project).

Compliance to Standards & Certifications

- a. For a large and complex set up such as the Project, it is imperative that the highest standards applicable are adhered to. In this context, the SI will ensure that the entire Project is developed in compliance with the applicable standards.
- b. During project duration, the SI will ensure adherence to prescribed standards as provided below:

Sl. No.	Component/Application/System	Prescribed Standard
1.	Information Security	ISO 27001
2.	IT Infrastructure Management	ITIL specifications
3.	Service Management	ISO 20000 specifications
4.	Project Documentation	IEEE/ISO/CMMi (where applicable) specifications for documentation

- c. Apart from the above the SI need to ensure compliance of the project with Government of India IT security guidelines including provisions of:
 - i. The Information Technology Act 2000 and amendments thereof and
 - ii. Guidelines and advisories for information security published by Cert-In/MeitY (Government of

India) issued till the date of publishing of tender notice. Periodic changes in these guidelines during project duration need to be complied with.

- d. While writing the source code for application modules the SI should ensure high-quality documentation standards to improve the readability of the software module. An illustrative list of comments that each module contained within the source file should be preceded by is outlined below:
 - i. The name of the module
 - ii. The date when module was created
 - iii. A description of what the module does
 - iv. A list of the calling arguments, their types, and brief explanations of what they do
 - v. A list of required files and/or database tables needed by the module
 - vi. Error codes/Exceptions
 - vii. Operating System (OS) specific assumptions
 - viii. A list of locally defined variables, their types, and how they are used
 - ix. Modification history indicating who made modifications, when the modifications were made, and what was done.
- e. Apart from the above SI needs to follow appropriate coding standards and guidelines inclusive of but not limited to the following while writing the source code -
 - i. Proper and consistent indentation
 - ii. Inline comments
 - iii. Structured programming
 - iv. Meaningful variable names
 - v. Appropriate spacing
 - vi. Declaration of variable names
 - vii. Meaningful error messages
- f. Quality Audits: ULBs, at its discretion, may also engage independent auditors to audit any/some/all standards/processes. The SI shall support all such audits as per calendar agreed in advance. The result of the audit shall be shared with the SI who has to provide an effective action plan for mitigations of observations/non-compliances, if any.

4.9 User Acceptance

Setting up of the devices, development and customization will follow with a comprehensive testing of each functions identified by the user departments in the SRS. This detailed testing of the system will be done details of the development team as well by doing a comparison of the initial use case as per the functional requirement and the actual functionality delivered. The necessary and mandatory changes derived out of the UAT will then be incorporated and will be taken for another round of focused testing by the users. A successful UAT approval will then move the job to deployment and configurations for the system in live environment.

4.9.1 Pilot Run

For better understanding and initial learning, the selected bidder will have to carry out a pilot run which will include hardware installation on certain focused vehicles for a focused ward or area. The key learning and observations are then shall be taken into the consideration and to be implemented in the solution. This will also help in checking the accuracy working adaptability of the hardware devices. This phase will focus on installing hardware devices like GPS based tracking device, RFID Tags, RFID reader, Data Terminal, and other sensors on some selected vehicles for each department. The details are as below:

- Authority will have installation for all vehicles and routes for one ward. The RFID tags will be fitted in all the community collection bins of the same ward.
- The System will be kept up & running parallel with the actual setup and developments for VTMS. The RFID tags and readers installed in the pilot ward will be kept up running in the solution for 3 months period. In the meantime, other devices can be installed in rest of the vehicles. Based on the inputs from the users, field personnel and solution on RFID reader and tags performance, the further instalment and procurement of the rest of the RFID reader and tags instalments shall be carried out. If any problems are faced during the pilot run, the selected bidder should come up with definite solutions and work around for issues faced.

4.9.2 *Operational Acceptance*

- Operational Acceptance shall commence on the system once the system is commissioned to a period of maximum 30 days.
- Operational Acceptance will only be provided after the following activities are completed:
 - Verification of installation & commissioning of devices (GPS units, RFID Readers, RFID Tags, SIM cards and other sensors).
 - Signoff from the concerned department verifying all vehicles are located and being tracked on the VTMS solution running on production.
 - Verification of all the number of vehicles and its unique RFID tag been read by RFID readers at the Weighbridge at processing sites and Depots.
 - Verification of all the trucks going on weigh bridge and been read by RFID readers on the weigh bridges with its weight information. The same should be true for all vehicles having RFID tags and all the weighbridges having RFID readers.
 - Verification of installation and commissioning of other sensors like weight sensors, temperature, fuel and temperature sensors.
- The service provider will have to facilitate the operational acceptance tests. Operational acceptance tests will be performed by Authority; however VTMS implementing agency will have to facilitate operation acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work, including, but not restricted to, the functional requirements.
- After the Operational Acceptance has occurred, the implementing agency may give a notice to Authority requesting the issue of an Operational Acceptance Certificate. Within 30 days after receipt of the implementing agency's notice, the Authority's department shall:
 - Issue an Operational Acceptance Certificate; or
 - notify the implementing agency in writing of any deficiencies or other reason for the failure of the Operational Acceptance Tests
- Once deficiencies have been addressed, the implementing agency shall notify Authority, and Authority, with the full cooperation of the implementing agency, shall use all reasonable endeavours to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the implementing agency shall notify Authority of its request for Operational Acceptance Certification; Authority shall then issue to the service provider the Operational Acceptance Certification, or shall notify the implementing agency of further deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this clause shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

- If the System or Subsystem fails to pass the Operational Acceptance Test(s), then either:
 - Authority may consider terminating the Contract, or
 - If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of Authority to fulfil its obligations under the Contract, then the implementing agency shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.
- The implementing agency shall develop, prepare and provide a VTMS Implementation Plan. The Implementation Plan shall have the detailed design, specifications, drawings and schedule along with inspection and test plan, risk matrix and risk mitigation strategy, training material and documentation for all deliverables

4.10 Operation and Maintenance

The selected bidder is expected to give support and maintenance services for 5 years post the implementation of the VTMS. The support stage after the successful UAT of the application and complete installation will include mainly the warranty period and post that support and maintenance which will be a total of 5 years. Since the solution is a hosted one, the online support for the application shall be 24x7 available for any application related queries. As long as the devices are concerned, they would require timely maintenance and requirement-based support for the same based on the service levels finalized. In case of new vehicle addition or change of an old vehicle, the necessary installations, Integration with the application shall be done during this phase. The operational support will have to ensure that the VTMS solution is functioning as intended and attending to all problems associated in operation of the application system.

4.10.1 Manpower for Operation and Maintenance

To operate the supplied solution, the successful Bidder will have to provide manpower to operate the system. Deployed persons should have knowledge of computer operations as well as should be trained to operate this system. They will have to be deployed at the Authority offices as directed the Authority, generate reports, do follow up for deviation of vehicle routes, submit daily reports to Authority, etc. It is planned to operate the system for daily 12 hours and 7 days a week.

4.10.1.1 Post Implementation Team

The following are minimum qualifications and experience for key resources required to manage the VTMS solution. The following personnel would be required during the operation and maintenance of VTMS solution.

Sr. No.	Role	Min. Qualification & Experience	Quantity
1	Project Manager	B.E. / B.Tech Computer Science / IT. + M.B.A. (preferable) 8+ Years of Experience; 2+ years of Experience as Project Manager 2+ Years of experience in Vehicle Tracking Solution Implementation	1
2	Support (RFID, GPS)	Graduate / Diploma with 3+ years of experience for GPS solutions.	21

Sr. No.	Role	Min. Qualification & Experience	Quantity
3	System Analyst	B.E. / B.Tech. Computers Science / M.C.A. 4+ Years of Experience as a Business Analyst / System Analyst	1

These are the minimum indicative list of type and quality of resources required. However, bidder is free to put additional manpower wherever required for the necessary Operations, maintenance and support to comply with the required service levels as per the RFP/contract agreement with no extra cost to the Authority.

The selected bidder shall provide a centralized helpdesk/ customer care centre telephone number and / or E-mail/ fax number for attending user request/ complaints. The helpdesk/customer care centre shall operate during working hours as per the Authority for the support period. A detailed escalation plan shall have to be submitted before the commissioning of the services, consisting of not more than 4 tiers from helpdesk to Global/Country Service Manager. Authority will only provide space and power supply facilities to the selected bidder for setting up the dedicated helpdesk to Authority. The selected bidder shall arrange the other infrastructures to setup the helpdesk. The Post Implementation requirement. Also, the proposed team should serve the purpose of supporting the solution without any non-compliance of Service Level Agreements mentioned in the section below

Additionally, the client may at any point request for additional resources and the selected bidder must provide the same in 3 days from the request.

4.10.2 Hardware Upgrades & Software Updates

Any required version / Software / Hardware upgrades, patch management etc. will be the responsibility of the selected bidder for the entire contract period at no extra cost to Authority. The required upgrades for the entire stack have to be implemented within 6 months of release/general availability including

- Customization of the software as well as its Installation and maintenance of the Updated/Upgraded versions.
- Supply the consumables and any other goods or articles required from time to time for continued functional operations of VTMS systems and service centres.
- Rectification of Bugs/ defects if any.
- Fine tuning of the application, as and when required. Maintenance of the application.
- Reinstallation of software/application/database whenever required. Installation of devices in the new vehicles.
- Maintenance of in vehicle devices in case of failures /damages. Addition of RFID tags in new and replaced Vehicles.

4.10.2.1 Health Checks and MIS Reports

The selected bidder will also be responsible for performing regular health checks to ensure optimum performance of the system including software, all hardware devices, database, etc. The selected bidder should provide regular health check status reports and MIS reports to Authority.

- **Security Audits:** The selected bidder shall conduct vulnerability and penetration test (from third party cert-in empanelled auditor) on the proposed VTMS solution in every 3 months and reports for the same should be shared with Authority the service provider needs to update the system in response to any adverse findings in the report, without any additional cost to Authority. Authority may also depute auditors to conduct security check / vulnerability test / penetration test of the VTMS.

- **Incident Management:** The selected bidder shall provide an incident tracking system on the web application; available in real-time which will issue a trouble ticket once a complaint is booked successfully. The solution provider shall ensure that if any tickets pertain to action from their end, these calls are fully responded by the professional team. The solution provider needs to maintain a separate logbook for the issues reported by Authority for the contract period. The updated status of each ticket should be made available on a web based/incident management system for tracking. This trouble ticket system shall generate a monthly/quarterly/half yearly/yearly reports.
- **Training:** Integral to the change management process is the training of users on various aspects of the vehicle tracking system. The vendor would be expected to conduct workshops with the following points in mind
 - Demonstrate the benefits and functionality of the VTMS focusing on the business process. This would include training the manpower (both existing and new) on the usage of vehicle tracking software, distribution of user guides and manuals and the potential of the software in performing daily tasks more effectively and efficiently.
 - Planning and devising a training program to ensure transition from manual to the new system is seamless.
 - Develop and implement a standard data collection procedure and template spreadsheets to facilitate and standardize how vehicle tracking data is to be captured and formatted for data import on the VTMS.
 - A support program that would assist additional operators and maintainers in setting up their fleet data within the department and having the system run for different scenarios. After the VTMS has been validated and rolled out to end users, further testing of different scenarios can help govern policies which are of interest to these fleets.
 - The Training will be given based on the roles and authorization.
 - The approval on the training will be given by the users. The bidder shall arrange more sessions till the time the user department gives a satisfactory report on the training.
 - The number of sessions is subject to change depending on the location of users.

#	Department	Target Audience	No. of sessions	Duration per session (in hours)	Manual / Material Required?
1	SWM	Drivers, In Vehicle Staff	10	6	Yes
		Supervisors	3	4	Yes
		& Officers			

- **Documentation:** For smooth handing over/transfer of the system at the time of expiry of the contract the bidder has to submit all the relevant documents, working status (at the time of handing over), detailed diagrams and drawings (Software, Hardware, Network Components, Field Equipment, Components and subcomponents etc. used in the project) and also ensure that the entire system shall be fully functional. To authenticate this process, appropriate authority will be appointed by Authority.
- **Scalability:** The system should be capable of accommodating future expansion in project if any. (in terms of number of vehicles, routes, Zones, wards, Storage Bins, Storage Bin locations, etc. and minor process changes).

4.10.2.2 Data Security

Selected Bidder and its team have to maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum up to termination of involved agency as decided by tender issuing authority.

In this regard, selected bidder has comply with the following:

- **Non-Disclosure Agreement:** The selected Bidder has to sign Non-Disclosure Agreement with Authority. It will be selected bidder responsibility to get this agreement signed along with contract agreement.
- **Audit Trails:** VTMS software provided by selected bidder should maintain audit trail of all the work done. Software should have separate login for all the users and administrator.
- **Confinement of data:** Any data or related document (both in physical and electronic format) being used for VTMS solution implementation will not be allowed to be taken outside without the permission of Head of the ward/Department.
- Use of data storage devices: Before the start of the work, selected bidder may proactively take permission from Authority regarding use of following electronic gadgets
 - Pen Drive
 - Hard Disk
 - CD/DVD
 - Internet dongles
 - Camera/Camcorder
 - Mobile phones having camera or storage facility
 - Any other device capable of storing or capturing data in any format by its staff in following draft format:
 - Name of Staff members to be given access: Type of device to be allowed: Company/Make/Model of device:
 - Any other information required to identify device:
 - Reason for permission: Authority may also ask selected bidder to take such permissions specifically for any project.

4.10.2.3 Data Sharing, Cooperation and Provision of Information

During the exit management period,

- a) The System Integrator (SI) will allow the *Authority* or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the *Authority* to assess the existing services being delivered;
- b) Promptly on reasonable request by the *Authority*, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the System integrator or sub-contractors appointed by the system integrators). The Authority shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The SI shall permit the *Authority* or its nominated agencies to have reasonable access to its employees and facilities, to understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.
- c) Transfer of Certain Agreements: On request by the Authority or its nominated agency the SI shall effect such assignments, transfers, licenses and sub-licenses Authority, or its Replacement SI in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors,

vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Authority or its nominated agency or its Replacement SI.

d) **General Obligations of the SI**

- i. The SI shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Authority or its nominated agency or its Replacement SI and which the SI has in its possession or control at any time during the exit management period.
- ii. For the purposes of this Schedule, anything in the possession or control of any SI, associated entity, or sub-contractor is deemed to be in the possession or control of the SI.

e) The SI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

f) **Exit Management:**

- i. This sets out the provisions, which will apply on expiry or termination of the Master Service Agreement, the Project Implementation, Operation and Management SLA.
- ii. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iii. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

g) **Exit Management Plan:** The SI shall provide the Authority or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement SI 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.
- ii. Plans for the communication with such of the SI's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Authority's operations as a result of undertaking the transfer; (if applicable) proposed arrangements for the segregation of the SI's networks from the networks employed by the Authority and
- iii. Identification of specific security tasks necessary at termination.
- iv. Plans for provision of contingent support to Authority, and Replacement SI for a reasonable period after transfer.
 - The SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - Each Exit Management Plan shall be presented by the SI to and approved by the Authority or its nominated agencies.
 - The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.
 - In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
 - During the exit management period, the SI shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
 - This Exit Management plan shall be furnished in writing to the Authority or its nominated

agencies within 90 days from the Effective Date of this Contract.

4.10.2.4 Software Development Lifecycle Continuous Build

- a) The VTMS software of AMC will be provided along with its source code for further customizations as required for Gujarat level particulars. All application modules within the same technology platform should follow a standardized build and deployment process.
- b) A dedicated /customization environment should be proposed and setup. The SI must provision separate development and testing environment for application development and testing. Any change, modifications in any module must follow industry standard processes like change management, version control and release management in large and complex application development environment.
- c) Application source code could be maintained in source control and could be broken up into a number of projects. Source control projects are created to abstract related set of modules or feature that can be independently included in another application.
- d) It is a mandatory to create, update and maintain all relevant documentation throughout the contract duration. Also it should be ensured that a bug tracking tool is maintained for proper tracking of all bugs fixes as per various tests conducted on the application.

Quality Assurance

- a) A thorough quality check is proposed for the Ahmedabad Project and its modules, as per standard Software Development Life Cycle (SDLC). SI is expected to lay down a robust Quality Assurance program for testing of the developed application for its functionality, performance and security before putting in production environment. The program must include an overall plan for testing and acceptance of system, in which specific methods and steps should be clearly indicated and approved by Authority. SI is required to incorporate all suggestions / feedback provided after the elaborate testing of the system, within a pre-defined, mutually agreed timeline. SI must undertake the following.
 - (i) Outline the methodology that will be used for testing the system.
 - (ii) Define the various levels or types of testing that will be performed for system.
 - (iii) Provide necessary checklist/documentation that will be required for testing the system.
 - (iv) Describe any technique that will be used for testing the system.
 - (v) Describe how the testing methodology will conform to the requirements of each of the functionalities and expected outcome.
 - (vi) Indicate / demonstrate to Authority that all applications installed in the system have been tested.

Performance and Load Testing

- b) SI is expected to implement performance and load testing with following features:
- c) Testing workload profiles and test scenarios based on the various functional requirements should be defined. Application as well as system resource utilization parameters that need to be monitored and captured for each run also needs to be defined.
- d) Should support application testing and API testing including HTTP(s), web services, mobile applications and different web 2.0 frameworks such as Ajax/Flex/HTML5.
- e) SI should perform the load testing of Gujarat Project for multiple workload profiles, multiple scenarios, and

user loads to handle the envisaged users of the system.

- f) Different activities before load testing i.e. identification of work load profiles, scenarios, information capturing report formats, creation of testing scripts, infrastructure detailing and workload profile should be prepared before the start of actual load testing exercise.
- g) Solution parameters needs to be tuned based on the analysis of the load testing reports. The tuning process could be iterative until the issues are closed. Multiple load runs needs to be executed for users to simulate different scenarios, such as peak load (year end, quarter end, etc.), load generation within the LAN, Load generation across WAN or mobile network simulator while introducing configurable latency/jitter/packet loss etc.
- h) Should eliminate manual data manipulation and enable ease of creating data-driven tests.
- i) Should provide capability to emulate true concurrent transactions.
- j) Should identify root cause of performance issues at application or code level. Include code performance analysis to quickly pinpoint component- level bottlenecks: Slowest classes and methods, most frequently called methods, most costly (aggregate time spent for each method), response time variance etc.
- k) Should be able to monitor various system components e.g. Server (OS, Web, Application & Database) Monitoring, Network (between Client & Server) Delay Monitoring, Network Devices (Firewall, Switch & Router) Monitoring during the load test without having to install any data capturing agents on the monitored servers/components
- l) Should correlate response times and system performance metrics to provide quick insights in to root cause of performance issues.
- m) Reports on following parameters (but not limited to) such as transaction response time, transaction per second (Passed), user interface rendering time, transaction per second (Failed), web transaction breakdown graphs, hits per second, throughput, HTTP responses per Second, pages downloaded per second, system infrastructure performance metrics etc.
- n) Should provide End-to-End system performance analysis based on defined SLAs. Should monitor resource utilization including memory leakage, CPU overload and network overload. Should have the ability to split end- to-end response time for Network & Server(s) and provide drill-down capability to identify and isolate bottlenecks.

5 Timeline, Payment terms and Service Level Agreements

5.1 Timelines and Payment Terms

Sr. No.	Milestone	Timelines	Payment Terms *	Penalty
1	Project Work Order to the vendor	Work Order Date (T)*	NIL	NIL

Sr. No.	Milestone	Timelines	Payment Terms *	Penalty
2	Project Inception Report with software SRS & FRS report Survey for Geo Location of all POIs in consultation with SWM dept.	T + 2 Weeks	5 % of the Total CAPEX value on signoff on the deliverable by the concerned departments.	INR 15,000 per week delay part thereof and on pro-rata basis for unexecuted work
3	Hardware Delivery at Project Location & Sign off	T + 8 Weeks	25 % of the Total CAPEX value on signoff on the deliverable by the concerned departments.	INR 25,000 per week delay part thereof and on pro-rata basis for unexecuted work
4	Installation & Commissioning of Hardware Devices	T + 12 Weeks	15 % of the Total CAPEX value	INR 25,000 per week delay part thereof and on pro-rata basis for unexecuted work
5	VTMS System Configuration, Customization, & UAT	T + 16 Weeks	20 % of the Total CAPEX value	INR 50,000 per week delay part thereof and on pro-rata basis for unexecuted work
6	System Go with End User Training Live (T1)	T + 24 Weeks	25 % of Total CAPEX value based on the signoff given by the concerned department	INR 50,000 per week delay part thereof and on pro-rata basis for unexecuted work
7	Defect Correction	T1 + 3 Months	10% of the Total CAPEX value on the signoff given by the concerned department	INR 20,000 per week delay part thereof and on pro-rata basis for unexecuted work
8	Quarterly Operation & Maintenance on submission of SLA adherence and progress report	T1 + 3 Months	25 % of the annual O&M cost	As per the breach of SLA penalty benchmark

Sr. No.	Milestone	Deliverables
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1	Project Work Order to the vendor	Signed Contract & PBG of 10 % of total contract value
2	Project Inception Report with software SRS & FRS report	Project Inception Report covering estimate of the number of Vehicles to be installed with the GPS and Sensor devices. It should also include the study of existing working of department vehicles and initial requirements.
3	Survey for Geo Location of all POI, littering sites, bins, community locations and Dept. Stations and Finalization in consultation with SWM	Mapping & Geo fencing on GIS/KML file & Sign off from the user department. Location map layer for all the geo located feature & a detail SRS document approved by concerned departments
4	Complete Hardware devices Delivery & Installations	Complete installation and checking report approved by the department
5	Complete VTMS System Configuration, Development & UAT	Conference room pilot demo of the entire application. Sign off on the UAT of the VTMS solution by the head of department
6	System Go with End User Training Live (T1)	Final delivery of VTMS solution with all login details, user manuals, and working VTMS application and Operational Acceptance Test Preparation of training document. Session wise hands-on training for the department users. Training Report to be delivered. A sign off will be required from the concerned departments.

5.2 Service Level Agreement (SLA)

The selected bidder shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract. Contractor is required to provide minimum 99.75% overall uptime for components/services, measured quarterly.

5.2.1 SLA Matrix & Penalties

The Contractor shall provide facility management and Annual Maintenance Contract support services as per SLA matrix given below:

Sr. No	Service Parameters	Threshold Levels	Condition	Penalty
1	Adherence to the agreed implementation timelines	Max one week	If the delay in the deliverable for each milestone exceeds more than a week without a justified reason agreed and approved by Authority. The same will be applied for every week delay.	1 % of the payment to be deducted on achieving each milestone as per Commercial format
2	Replacement of a Device (GPS, RFID, Sensors, cameras, traffic light for weighbridge etc.)	<1 days	For every week delay	0.2% of the quarterly invoices raised to a maximum of 5%
3	Adherence to the coverage of every POIs	Total no. of POIs covered in a day	On missing of every single POI for coverage, the penalty shall be levied.	0.5% of the payment amount to be deducted on every missed number of POIs in a month.
Helpdesk (After installation of devices & Go-Live)				
1	Average Speed of Answer Speed of answer = Time taken to receive a call. Average Speed of Answer = (Sum of Speed of answer of all calls)/Total No. of calls	<=30 Seconds	Quarterly calculation	0.1% of the quarterly payment of the contract, will be imposed in event of exceeding the specified metric subject to a maximum of 5 % post which Authority may invoke Annulment of the contract

Sr. No	Service Parameters	Threshold Levels	Condition	Penalty
2	Average Hold Time (Hold time is no talk time) Average Hold Time = Sum of Hold time for all calls/Total No. of Calls	<=30 Seconds	Quarterly calculation	0.1% of the quarterly payment of the contract value, will be imposed in event of exceeding the specified metric subject to a maximum of 5 %
3	Average Call Lost Rate (Total No. of calls lost because they were not attended by an operator / Total incoming calls)*100	<= 1%	Quarterly calculation	0.1% of the quarterly payment of the contract value, will be imposed in event of exceeding the specified metric subject to a maximum of 5 % post which Authority may invoke Annulment of the contract
4	Call Handling Accuracy (Total No. of calls/incidents re-opened)	>=95%	Quarterly calculation	0.1% of the quarterly payment of the contract value, will be imposed in event of exceeding the specified metric subject to a maximum of 5 % post which Authority may invoke Annulment of the contract
Issue Response & Resolution (Post Implementation of VTMS)				
1	Severity 1 Issue (VTMS Web / Mobile application)	Response Time: <= 0.5 Hrs from the time the call is logged by end user. Resolution Time: <= 2 Hrs from the time the call is logged by end user.	Incidence based	0.05% of total contract value per day for the first day, 0.1% of total contract value per day every subsequent day, subject to a maximum of 5.0 % post which Authority may invoke Annulment of the contract.
2	Severity 2 Issue (Multiple field GPS devices >=10 devices)	Response Time: <= 2 Hrs from the time the call is logged by end user. Resolution Time: <= 2 Days from the time the call is logged by end user.	Incidence based	0.05% of total contract value per day for the first day, 0.1% of total contract value per day every subsequent day, subject to a maximum of 5.0 % post which Authority

Sr. No	Service Parameters	Threshold Levels	Condition	Penalty
3	Severity 3 Issue (Any individual field GPS device)	Response Time: <= 1 Day from the time the call is logged by end user. Resolution Time: <= 10 Days from the time the call is logged by end user.	Incidence based	0.05% of total contract value per day for the first day, 0.1% of total contract value per day every subsequent day, subject to a maximum of 5.0 % post which Authority may invoke Annulment of the contract.
Data Breach Reporting				
1	Data Breach Reporting	Within 6 hours of detection	Per incident	Rs. 5 Lakhs per breach not reported within 6 hours; may invoke termination clause
Report Generation & Delivery				
1	Report Generation & Delivery	Monthly performance reports within 5 working days after month end	Monthly	Rs. 50,000 per day of delay beyond 5 working days
VAPT Compliance				
1	VAPT Compliance	Annual VAPT by CERT-In empanelled agency; report within 30 days	Annual	0.5% of annual contract value if VAPT not conducted; critical vulnerabilities must be patched within 72 hours

Notes & Definitions:

- Severity 1: The VTMS solution down impacting critical business functions OR Multiple critical functions down impacting SWM users on daily operations OR any module/ function deemed as highly critical by Authority.
- Severity 2: One VTMS module / functionality down impacting critical business functions OR Multiple critical functions down impacting SWM users having a major impact on daily operations.
- Severity 3: Loss of business functionality for 10 or more users impacting day to day operations.
- Response Time: Response time is defined as the time the support vendor takes to respond from the time that ticket was raised.
- Resolution Time: Resolution time is defined as the time the vendor takes to resolve the issue or provide acceptable workaround for the issue.
- The solution should be able to generate reports based on the time taken for resolving issues logged by the

users.

- The implementing agency should also have a performance monitoring tool to generate reports for measuring SLAs related to performance and submit those reports on monthly basis. Additionally, Authority may request for transactional data including performance parameters to be reported as required.
- The implementing agency should also have a help desk monitoring tool to generate reports for measuring SLAs related to help desk performance and submit those reports on monthly basis. Additionally, Authority may request for transactional data including performance parameters to be reported as required

Review of SLAs

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

6 Overall Project Management

6.1 Roles and Responsibilities of the stakeholders

During the period of the project execution and maintenance, there will be many stakeholders who will have different roles and responsibilities. The following points give an insight on the roles and responsibilities.

- **VTMS Implementing agency:** Will be responsible for supply, installation, customization, commissioning & maintenance of all the hardware, devices & software required for deploying Vehicle Tracking & Monitoring Solution.
- **Authority:** will support the implementing agency in giving support in terms of data centre space, coordinating between VTMS implementing agency, E-gov module vendor, GIS vendor. Department will also play a role in keeping track on the quality of the deliverables, requirement of the user departments, monitoring of SLAs and approvals in the deliverables given by the implementing agency. E-Gov department will also release the payments of the implementing agency based on the approvals given by the user departments and SLAs evaluated.
- **The nodal from Authority** will play an active role in monitoring and validating the work carried out by the implementing agency. The consultant will also provide expert opinion on issues faced by the departments regarding the VTMS solution.
- **Weigh Bridge Maintenance vendor:** The weigh bridge maintaining vendor will help the VTMS implementing agency in having the integration of weigh bridge software with the VTMS solution.

6.2 Project Management Office

A Project Management office will be set up during the start of the project. The PMO will, at the minimum, include a designated full time Project Manager from SI. It will also include key persons from other relevant stakeholders including members of Authority and other officials/representatives by invitation. The operational aspects of the PMO need to be handled by the SI including maintaining weekly statuses, minutes of the meetings, weekly/monthly/project plans, etc. PMO will meet formally on a weekly basis covering, at a minimum, the following agenda items:

- Project Progress
- Delays, if any reasons thereof and ways to make-up lost time
- Issues and concerns
- Performance and SLA compliance reports;
- Unresolved and escalated issues;
- Project risks and their proposed mitigation plan
- Discussion on submitted deliverable
- Timelines and anticipated delay in deliverable if any
- Any other issues that either party wishes to add to the agenda

During the development and implementation phase, there may be a need for more frequent meetings and the agenda would also include:

- Module development status
- Testing results

- IT infrastructure procurement and deployment status
- Status of setting up/procuring of the Helpdesk, DC hosting
- Any other issues that either party wishes to add to the agenda

6.3 Project Monitoring and Reporting

The SI shall circulate written progress reports at agreed intervals to Authority and other stakeholders. Project status report shall include Progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended resolution etc.

Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the Bidder. Authority reserves the right to ask the bidder for the project review reports other than the standard weekly review reports.

6.3.1 Risk and Issue Management

The SI shall develop a Risk Management Plan and shall identify, analyze and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks.

The SI shall carry out a Risk Assessment and document the Risk profile of Authority based on the risk appetite and shall prepare and share an Enterprise Risk Register. The SI shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with Authority.

The SI shall monitor, report, and update the project risk profile. The risks should be discussed with Authority and a mitigation plan be identified during the project review/status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

6.3.2 Planning and scheduling of entire project

The SI will prepare a detailed schedule and plan for the entire project covering all tasks and sub tasks required for successful execution of the project. The SI has to get the plan approved from Authority at the start of the project and it should be updated every week to ensure tracking of the progress of the project.

The project plan should include the following:

- The project break up into logical phases and sub-phases;
- Activities making up the sub-phases and phases; Components in each phase with milestones;
- The milestone dates are decided by Authority in this RFP.
- SI cannot change any of the milestone completion dates. SI can only propose the internal task deadlines while keeping the overall end dates the same. SI may suggest improvement in project dates without changing the end dates of each activity.
- Key milestones and deliverables along with their dates including those related to delivery and installation of hardware and software;
- Start date and end date for each activity;
- The dependencies among activities;
- Resources to be assigned to each activity;
- Dependency on Authority

6.3.3 Change Management and Control

Change Orders / Alterations / Variations

- a) The SI agrees that the requirements given in the Bidding Documents are minimum requirements and are only indicative. The vendor would need to etch out the details at the time of preparing the design document prior to actual implementation. It shall be the responsibility of the SI to meet all the requirements of technical specifications contained in the RFP and any upward revisions and/or additions of quantities, specifications sizes given in the Bidding Documents required to be made during execution of the works, shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Purchaser.
- b) Further upward revisions and or additions required to make SI's selected equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser.
- c) Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the Bidding Documents which the SI had not brought out to the Purchaser's notice in his bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to Purchaser.
- d) Change Order: The Change Order will be initiated only in case (i) the Purchaser directs in writing the SI to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract, (ii) SI requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser, (iii) the Purchaser directs in writing the SI to incorporate changes or additions to the technical specifications already covered in the Contract.
- e) Any changes required by the Purchaser over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering requirements for complying with technical specifications and changes required to ensure systems compatibility and reliability for safe operation (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract
- f) Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation" shall be the subject of an amendment to the Contract by way of an increase or decrease in the schedule of Contract Prices and adjustment of the implementation schedule if any
- g) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Price which shall represent the change in cost of the works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- h) Within ten (10) working days of receiving the comments from the Purchaser or the drawings, specification, purchase requisitions and other documents submitted by the SI for approval, the SI shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the Scope of work of the RFP document covered

in the Contract and shall advise a date by which change order (if applicable) will be submitted to the Purchaser.

- i) Any integrations with future systems at Authority (not listed as a part of current scope) will be done through the change management process. The SI will have to quote man month efforts for each of the integration components and the same will be vetted by Authority or its appointed PMC.

6.3.4 API Integration of existing VTMS

The bidder may be required to integrate the existing VTMS monitoring and tracking of Old Municipal corporation through API fetching for a centralized monitoring and control system.

7 Instructions to Bidders and General Terms and Conditions – Part 1

7.1 Cost of Bidding

- a. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Authority will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- b. Bidder is requested to pay EMD cover in form of demand draft. In case of non receipt of EMD the bid will be rejected by Authority as non- responsive.

7.2 Bidding Documents

Bidder can download the bid document and further amendment if any freely available on www.gem.gov.in/ and upload the same on www.gem.gov.in/ on or before due date of the tender. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

7.3 Pre-bid Queries

The subject of the email shall mention the following: “REQUEST FOR PROPOSAL FOR Supply, Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State”

The pre-bid queries should be submitted in the format specified below to be considered for response. Pre-bid queries not submitted in the prescribed format as per **Annexure 2** shall not be responded to.

Authority will discuss the queries received from the interested bidders in the Pre-Bid Meeting and respond the clarifications by uploading on the www.gem.gov.in/

7.4 Amendment of bidding documents

- a. At any time prior to the deadline for submission of bids, Authority for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.
- b. All prospective bidders are requested to browse our website & any amendments/ corrigendum/ modification will be notified on our website and such modification will be binding on them.

7.5 Language of bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

7.6 Document comprising the bid

The Bid prepared by the Bidder shall comprise of the following documents:

- a) **Bid Security/EMD** : The bid security/ EMD of INR 74 lakhs (Rupees Seventy Four Lakhs) shall be either in form of Demand Draft and or Bank guarantee of any of the banks included in the Finance Department GR No. : FD/MSM/e-file/4/2025/2712/DMO dt.01/04/2026 in favour of “Mission Director, SBMU, Gandhinagar” to be submitted physically in sealed envelope clearly mentioning EMD” at Authority address mentioned on cover page of this RFP document.
- b) **Pre-qualification Bid:** In support of eligibility, a bidder must submit the following documents:
 - i. Format - PQ 1: Pre-qualification Bid Letter
 - ii. Detailed checklist for Eligibility dully filled in along with the supporting documents as mentioned in the RFP
 - iii. Format TQ 2: General information about the Bidder
 - iv. Format TQ 3: Annual Turnover Statement
 - v. Format TQ 5: Declaration Regarding Blacklisting
 - vi. Undertaking for Acceptance of Terms and Conditions of RFP
- c) **Technical Bid:** The Technical Bid besides the other requirements of the RFP, shall comprise:
 - i. Format - TQ 1: Technical Bid Letter
 - ii. Technical Compliance Sheet as mentioned in in the RFP
- d) **Financial Bid:** The Financial Bid, besides the other requirements of the RFP, shall comprise of the following:
 - i. Format 1: Financial Bid Letter
 - ii. Format 3: Price Bid (Commercial bid)

The Pre-Qualification Bid, Technical Bid and Financial Bid must be submitted online through the e-tendering website [www.https://gem.gov.in/](https://gem.gov.in/) using digital signature.

7.7 Bid Forms

- a) Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.
- b) For all other cases, the Bidder shall design a form to hold the required information.
- c) Authority shall not be bound by any printed conditions or provisions in the Bidder’s Bid forms

7.8 Data Ownership

All the data created as the part of the project shall be owned by the Authority. The Selected bidder (SB) 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 the Authority. Authority / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI /SB Vendor to data / system security.

7.9 Intellectual Property Rights

- a) For the customized solution developed for the project, IPR of the solution would belong exclusively to the Authority. The SI shall transfer the source code to Authority at the stage of successful implementation of the respective smart element. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. Authority may permit the selected bidder, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to Authority for the same. However for the COTS / Open Source based solution SI is liable to transfer source code of only those components which has been developed/customized on this project.
- b) Deliverables provided to the Authority by Service Provider during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between Service Provider and Authority, immediately upon creation, vest in Authority. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to Authority 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 Authority.

7.10 Fraudulent & Corrupt Practice

- a) 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 the Authority of the benefits of free and open competition.
- b) "Corrupt practice" means the offering, giving, receiving and soliciting of anything of value pressurizing to influence the action of a public official in the process of Contract execution.
- c) Authority will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

7.11 Local Site Conditions

- a) It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors of Project which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the locations like Authority Zonal/Nagarpalika offices, ward offices, junctions etc. (at their own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.
- b) The Bidder is expected to make a site visit to obtain for itself all information that may be necessary for preparing the bid and entering into contract.
- c) Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the Successful Bidder from performing any work in accordance with the RFP documents.
- d) It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the RFP Documents. Authority shall not

entertain any request for clarification from the Bidder regarding such conditions.

- e) It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP Documents will be entertained by Authority and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

7.12 Lack of information to bidder

- a) The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract.

7.13 Contract Obligations

If after the award of the contract the Bidder does not sign the contract or ***fails to furnish*** the Performance Bank Guarantee (***PBG***) ***within fifteen working days*** from the date of award and if the ***operations are not started within fifteen working days after submission of PBG***, Authority reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

7.14 Bid Price

- a) The priced bid should indicate the prices in the format/price schedule only.
- b) Offered prices should be exclusive of VAT/Sales Tax/Service Tax and inclusive of levies such as Excise, Insurance, FOR destination (anywhere in the Gujarat state).
- c) Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- d) 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.
- e) Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
- f) Discount if offered, should not be mentioned separately. It should be included in Price Bid.
- g) Any effort by a bidder or bidder's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- h) Unit rates should be quoted separately for each item. Quantities can be increased or decreased by Authority and bidder has to supply deviated quantities at the rates prescribed and approved by the Authority in the tender document.

7.15 Bid Currency

- a) The prices should be quoted in Indian Rupees. Payment for the supply, installation and commissioning of leased line & Raw Internet bandwidth as specified in the agreement shall be made in Indian Rupees only.

7.16 Earnest Money Deposit (EMD)

- a) The Bidder shall furnish, as part of the Bid, an EMD of INR 74 Lakhs. shall be either in form of Demand Draft and or Bank guarantee of any of the banks included in the Finance Department GR No. : FD/MSM/e-file/4/2025/2712/DMO dt.01/04/2026 which shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (DD/FDR/Bank Guarantee valid for bid validity + 45 days.) of any Nationalized Bank in favour of “Mission Director, SBMU, Gandhinagar” payable at Gandhinagar (as per prescribed format given at Format) and must be submitted along with the covering letter. The unpriced bid will be opened subject to the confirmation of valid Bid security.
- b) Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- c) The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement and furnishing the Performance Bank Guarantee.
- d) The Bid security may be forfeited at the discretion of Authority, on account of one or more of the following reasons if:
 - i. The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
 - ii. Bidder does not respond to requests for clarification of their Bid.
 - iii. Bidder fails to co-operate in the Bid evaluation process, and
 - iv. In case of a successful Bidder, the said Bidder fails:
 - v. To sign the Agreement in time to furnish Performance Bank Guarantee

7.17 Period of validity of bids

- a) Bids shall remain valid for 180 days after the date of Price Bid opening prescribed by Authority. A Bid valid for a shorter period shall be rejected as non responsive.
- b) In exceptional circumstances, Authority 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.

7.18 Bid Due Date

- a) Bid must be received by the Authority at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.
- b) The Authority may, as its discretion, on giving reasonable notice by fax, cable or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the Authority and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

7.19 Late Bid

Bidder would not be able to upload or submit the bid after the bid due date/time.

7.20 Modification and withdrawal of bid

- a) The Bidder may modify or withdraw its Bid before the due date and time of Bid's submission on e-tendering website www.procure.com
- b) Bidders are not allowed to modify the bids submitted subsequent to the deadline of bid submission.

7.21 Opening of bid by authority

- a) Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance. The bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the Authority officer at his/her discretion, may consider appropriate, will be announced at the opening.
- b) Immediately after the closing time, the Authority contact person shall open the Un Priced Bids and list them for further evaluation

7.22 Contacting Authority

- a) Bidder shall not approach Authority officers outside of office hours and/ or outside Authority office premises, from the time of the Bid opening to the time the Contract is awarded.
- b) Any effort by a bidder to influence Authority officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

7.23 Rejection of Bids

- a) Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:
 - I. **Pre-qualification Rejection Criteria**
 - i. Bids submitted without or with improper Bid Security (EMD).
 - ii. Bids which do not conform to unconditional validity of the bid as prescribed in the bid.
 - iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
 - iv. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
 - v. Bids without proper documents/evidences as asked for in the pre-qualification bid as mentioned in the RFP Document.
 - II. **Technical Rejection Criteria**
 - i. Technical Bid containing financial details.
 - ii. Revelation of Prices in any form or by any reason before opening the Financial Bid.
 - iii. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Bid Document in every respect.
 - iv. Bidders not quoting for the complete scope of Work as indicated in the Bid documents, addendum (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 RFP Documents.
 - vi. Bidders not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.
 - vii. If the bid does not confirm to the timelines indicated in the RFP Document.
 - III. **Financial Rejection Criteria**
 - i. Incomplete Price Bid

- ii. Price Bids that do not conform to the Bid's Price format

7.24 Right to accept any bid and to reject any or all Bids

The Authority reserves the right to accept any bid, and to annul the tendering process and reject any or all bids at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

7.25 Award of Contract

- a) The Financial Bids of Technically qualified bidders only would be opened and evaluated to determine the L1 (lowest) bidder. All other Commercial bids will be returned un-opened.
- b) Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- c) The bidder with lowest cost submitted (L1 rate) will get 100% score for commercial bid evaluation.
- d) The bid with least price shall be awarded the project. L1 bidder will win the bid.
- e) Authority reserves right to vary scope at the time of award. Authority reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.

7.25.1 Notification of Award and Signing of Contract

- a) Prior to expiration of the period of Bid validity, Authority will notify the successful Bidders and issue LoI.
- b) The contract Performance Bank Guarantee (**PBG**) has to be submitted **within fifteen (15) working days** of receipt of LoI. The PBG shall be equal to the 10% of total contract value and shall be valid for duration of 180 days beyond the expiry of contract. **Within fifteen (15) working days** of receipt of the **Contract Form**, the successful Bidder shall sign and stamp the Contract and return it to the Authority.

7.26 Force Majeure

- a) Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case of construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money.
- b) Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Service Provider. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Service Provider shall not be liable for forfeiture of its implementation / and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
- c) **Force Majeure Events:** The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent

that they, or their effects, satisfy the above requirements:

- i. Natural Events (“Natural Events”) to the extent they satisfy the foregoing requirements including: Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon; Explosion or chemical contamination (other than resulting from an act of war); Epidemic such as plague; Any event or circumstance of a nature analogous to any of the foregoing.
 - ii. Other Events (“Political Events”) to the extent that satisfy the foregoing requirements including: Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and Central Government (“Direct Political event”), including Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage; Strikes, work to rules, go slows which are either widespread, nation wide, or state wide or are of political nature; Any event or circumstance of a nature analogous to any of the foregoing.
- d) **Force Majeure Exclusions:** Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure: Unavailability, late delivery, Delay in the performance of any contractor, sub contractors or their agents.
- e) **Procedure for calling force majeure:** The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.
- f) **Contract Obligations:** (i) Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the bidder’s bid and all previous correspondence (ii) Amendments to the Contract may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the contract shall be made except by written amendment signed by both the parties. All alterations and changes in the contract will take into account prevailing rules, regulations and laws applicable in the State of Gujarat.
- g) **Use of Contract / agreements documents and Information**
- i. The successful bidder shall not without prior written consent from Authority disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of Authority in connection therewith to any person other than the person employed by the successful bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
 - ii. The Successful bidder shall not without prior written consent of Authority make use of any document or information made available for the project except for purposes of performing the Agreement.
 - iii. All project related documents issued by Authority other than the contract/Agreement itself shall remain the property of Authority and Originals and all copies shall be returned to Authority on completion of the successful bidder’s performance under the Agreement, if so required by the Authority.

7.27 Representations and Warranties

7.27.1 Representations and Warranties by the Successful bidder:

- a) It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.

- b) The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
- c) There is no pending or threatened actions, suits or proceedings affecting the Successful bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Successful bidder's ability to perform its obligations under the Agreement; and neither successful bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise).
- d) The Successful bidder confirms that all representations and warranties of the Operator set forth in the Agreement are true, complete and correct in all respects.
- e) No information given by the Successful bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of Authority or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.
- f) All equipment including replacement parts, spares and any other material to be installed, used by the successful bidder in the Smart City Ahmedabad Network shall be new. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

7.27.2 Representations and Warranties by Authority

- a) It has full legal right; power and authority to execute the Ahmedabad smart city project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- b) The Agreement has been duly authorized, executed and delivered by Authority and constitutes valid, legal and binding obligation of Authority.
- c) The execution and delivery of the Agreement with the Successful bidder does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to authority, its assets or its administration.

7.28 Resolution of Disputes

- a) If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably.
- b) The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days] give 15 days' notice thereof to the other party in writing.
- c) In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators. The place of the arbitration shall be Ahmedabad, Gujarat.

- d) The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended. The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- e) The parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

7.29 Taxes and Duties

- a. Successful bidder shall fully familiarize itself about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by Authority under the contract. The successful bidder shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law. The billing should be done in Gujarat only.

7.30 Books & Records

Successful bidder shall maintain adequate documents related to project's physical materials & equipment for inspection and audit by Authority during the terms of Contract until expiry of the performance guarantee

7.31 Performance Bank Guarantee of the contract

- a) The Performance Bank Guarantee (PBG) has to be submitted within 15 (fifteen) working days of receipt of award.
- b) The PBG shall comprise two parts;
 - 1. 10% of the value of Schedule-I of Price / financial bid (CAPEX-Hardware/Material component) valid for one year which would be discharged and returned after completion of FAT
 - 2. Second part as 10% of the value of Schedule II of Price/Financial Bid (OPEX-O&M component) valid up to 180 days beyond the expiry of contract

Both the PBGs must be submitted at the start of the project in 15 working days upon receipt on the LOI/WO

- c) The performance guarantee will be in the form of bank guarantee towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, Authority shall invoke the PBG.
- d) The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by any of the banks included in the Finance Department GR No. : FD/MSM/e-file/4/2025/2712/DMO dt.01/04/2026 in the format provided, to be submitted Within 15 working days of receipt of award.
- e) The Performance Guarantee shall be discharged by Authority and returned to the Successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

8 Instructions to Bidders & General Terms- Part 2

8.1 Service terms

- a) The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure. It is mandatory for Bidder to deploy qualified professional to install, commission & maintain the Circuits, as defined under scope of work. The Bidder has to submit regular schedule of technical manpower availability & get it approved by Authority, before deployment.
- b) The Bidder need to manage & maintain various records related to the services extended to the Government.
- c) If required, the Bidder may need to coordinate and approach various agencies working for Authority.
- d) The Bidder needs to maintain the required security of the network as per the DIT/TRAI Security guidelines.
- e) The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Service Provider will have to submit the progress reports regularly, as per the guideline issued by Authority.
- f) The Bidder need to make its own arrangement for establishing outside/field communication. Authority will not provide any external / outgoing facility to another network.

8.2 Successful Bidder Obligations

- a) The Successful bidder would be required to Supply/customize, Install, Commission, maintain and manage the assets created under this project in Gujarat State on behalf of Authority. It will be the successful bidder's Responsibility to ensure compliance to the requirements in accordance with and in strict adherence to the terms of the RFP and the Contract.
- b) In addition to the aforementioned, the successful bidder shall:
 - Perform the Services specified by Authority and make available the necessary equipment / facilities / services as may be necessary to comply with the "Scope of work" requirements as specified in the bid and changes thereof
 - The Successful bidder shall ensure that its team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Successful bidder shall ensure that the Services are performed in accordance with the terms hereof and to the direction given by Authority and as per the requirements stated in the contract and bid document. Nothing in this Contract relieves the Successful bidder from its liabilities or obligations under this Contract to provide the Services in accordance with Authority's directions and requirements as stated in the Contract and the Bid to the extent accepted by Authority and the Successful bidder shall be liable for any non- performance, non- compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
 - The successful bidder's representatives shall have all the powers requisite for the performance of services under this contract. The successful bidder's representatives shall liaise with Authority's representatives for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The Successful bidder will extend full co-operation to Authority's representatives in the manner required by them for supervision / inspection / observation of the facilities, equipment / material, procedures, performance, reports and records pertaining to the works. Successful

bidder shall also have complete charge of the successful bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practices. Successful bidder shall also co-ordinate and co-operate with the other Service Providers / Vendors of Authority working at the site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

c) Reporting Progress:

- The Successful bidder shall monitor progress of all the activities specified in the contract and submit monthly progress report about various aspects of the work to Authority as per Scope of Work. Authority on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of Monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-off meeting.
- The facilities / services and / or Labour to be provided by the Successful bidder under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the directions given by Authority and as per the requirements stated in the contract and bid document in accordance with the Contract. Should the rate of progress of the work compliance to the requirements of the Authority or their facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operations of the project, Authority shall so notify the Successful bidder in writing.
- The Successful bidder shall reply to the written notice giving details of the measures they propose to take to expedite the progress so as to complete the works by the prescribed time. The Successful bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to Authority that the actual progress of work does not conform to the approved plan the Successful bidder shall produce at the request of Authority a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

d) Knowledge of Site Conditions:

- The successful bidder's undertaking of this contract shall be deemed to mean that the successful bidder possesses the knowledge of entire project and O&M related requirements as stipulated in the RFP.
- The Successful bidder shall be deemed to have understood the requirements and have satisfied itself with the data contained in the RFP Document, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting its obligations and responsibilities therewith under the Contract and its ability to perform it.
- Successful bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Successful bidder undertaking the works shall cover all the successful bidder's obligations and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which Authority may issue in accordance with the connection therewith and of any proper and reasonable measures which Successful bidder takes in the absence of

specific instructions from Authority

8.3 Application of General Terms and Conditions

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Authority shall be final and binding on the bidders.

Standards

The successful bidder shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The successful bidder shall always act in respect of any matter relating to this contract as faithful advisor to Authority. The successful bidder shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country as on the date of the requirements and design submissions. The equipment's and services supplied under this contract shall conform to the standards mentioned in the requirement specifications.

Patent Rights

The successful bidder shall indemnify against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of equipment's and services of any part thereof.

Incidental Services

- a) The successful bidder may be required to provide any or all of the following services related to the scope of this RFP:
- b) Furnish detailed manuals for each appropriate unit of the supplied equipment and services.
- c) Perform or supervise or maintain and/ or repair the supplied equipment and services, for a period of time agreed by Authority and the successful bidder, provided this service shall not relieve the successful bidder of any warranty obligations under this contract.

Delivery and Documentation

- a) The successful bidder shall submit all the deliverables on due date as per the delivery schedule agreed between parties.
- b) No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan or other documents to any person other than an entity employed by the affected party for the performance of the contract.
- c) In case of the termination of the contract, all the documents prepared by the successful bidder under this contract shall become the exclusive property of Authority. The successful bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from Authority.
- d) Authority reserves right to grant or deny such permissions. Delivery of the equipment's and services and associated documents shall be made by the successful bidder in accordance with the terms specified by Authority in RFP.

Change orders

- a) Hardware/Material Component: Authority may at any time, by a written order given to the successful bidder make changes within the general scope of the contract in any one or more of the following:
 - i. Configuration or specifications of the equipment.
 - ii. Change in address for delivery of equipment.
- b) During the O&M period: Authority may at any time, by a written order given to the successful bidder make changes within the general scope of the contract in any one or more of the following during the contract period:
 - i. Change in address of Junctions/Locations for providing O&M services.
 - ii. The services to be provided by the successful bidder.
 - iii. Change in QoS parameters at any office location or across all locations.

Note: However, if the changes sought are major changes which have significant financial implications to give effort to, then appropriate compensation shall be decided as per mutually agreed terms.

Assignment

The successful bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with Authority's written consent. The permission, if any, of Authority has to be taken before award of the contract.

Sub Contract

The successful bidder would provide the services on its own and no back-to-back sub-contracting shall be allowed. However, if sub-contracting for specialized work is required, the successful bidder will take prior permission from Authority.

Project Takeover

Authority or any agency authorized by Authority has the right to take over the operations and management even before the expiry of 5 years (after the implementation phase) in case the successful bidder fails to perform any obligations under the contract.

Inappropriate use of network

The successful bidder shall not use the network facilities/ equipment installed for any other purpose/ use than that of the functions assigned by the Authority.

Termination of default

Authority may, without prejudice to any other remedy for breach of contract can terminate contract, in whole or in part after giving 30 day's prior written notice of default sent to the successful bidder:

- a) If the successful bidder fails to deliver any or all of the equipment's and services within the time periods specified in the contract, or any extension thereof granted by Authority OR
- b) If the successful bidder fails to perform any obligations under the contract.

Termination of Insolvency

- a) Authority may at any time terminate the contract by giving written notice to the successful bidder, without compensation to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Authority.
- b) In the event of termination as per clause above, Authority reserves the right to take suitable action against successful bidder against their default including revoking the PBG and risk purchase clause etc.

Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat.

Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined under this contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Back up Support

Successful bidder shall furnish details of the back-up engineering and network support that will be available to Authority. If the maintenance of the equipment, after expiry of the contract period, is taken over either by Authority or any other person/ agency to be nominated by Authority, the Successful bidder shall be responsible for provisioning of spare parts and back-up maintenance support required by Authority or that agency, and shall continue to make available the spare parts.

Insurance

The equipment's supplied under this contract shall be fully insured by the successful bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The successful bidder will have to procure insurance for all the assets supplied/installed under this RFP/contract on behalf of Authority within six months from the date of kick-off meeting. Authority shall provide authorization to the successful bidder to procure insurance.

Manuals, Data and Information

Complete information relating to installation, maintenance, service, support, and troubleshooting of equipment and services should be supplied by the successful bidder.

Inspection and Testing

- a) The bidder will have to offer the inspection after delivering and installing the equipment at the locations

specified in the RFP.

- b) Any deviation found in the specification of the delivered equipment after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of PBG and prohibition in the participation in the future purchases of Authority.
- c) The Authority's right to inspect, test, and wherever necessary, reject the Goods after the Goods arrival at Customer Sites shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

Limitation of Liability

- a) Successful bidder's cumulative liability for its obligations under the contract shall not exceed the contract value and the successful bidder shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- b) If the contract is partially completed, then in such case successful bidder's cumulative liability will not exceed the contract value of remaining/pending work of the contract.

Confidentiality

- a) Successful bidder should understand and agrees that all materials and information marked and identified by Authority as 'confidential' are valuable assets of Authority and are to be considered Authority's proprietary information and property. Successful bidder will treat all confidential materials and information provided by Authority with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Successful bidder will not use or disclose any materials or information provided by Authority without Authority's prior written approval.
- b) Successful bidder shall not be liable for disclosure or use of any materials or information provided by Authority or developed by successful bidder which is:
 - i. possessed by successful bidder prior to receipt from Authority, other than through prior disclosure by authority, as documented by successful bidder's written records;
 - ii. published or available to the general public otherwise than through a breach of Confidentiality; or
 - iii. Obtained by successful bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to authority or
 - iv. Developed independently by the successful bidder.
- c) In the event that successful bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, successful bidder shall promptly notify Authority and allow Authority a reasonable time to oppose such process before making disclosure.
- d) successful bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause Authority irreparable harm, may leave Authority with no adequate remedy at law and Authority is entitled to seek to injunctive relief.
- e) Authority does not wish to receive the Confidential Information of successful bidder, and successful bidder agrees that it will first provide or disclose information which is not confidential. Only to the extent that Authority requests Confidential Information from successful bidder, then successful bidder will furnish or disclose Confidential Information.
- f) Nothing herein shall be construed as granting to either party any right or license under any copyrights,

inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure. Nothing contained in this contract shall limit the successful bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

Severability

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

Contract Period

The O&M contract shall remain valid for a period of five years from the date of commissioning of O&M operations and end with the date of completion of five years of service. However, Authority reserves a right to terminate the contract in accordance with the termination provision contained in the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

Successful Bidder's team

- a) The successful bidder shall submit an organization chart showing the proposed organization / manpower not less than the proposal made in the proposed technical solution of the RFP, to be established by the successful bidder for execution of the work / facilities including the identities and Curriculum-Vitae of the key personnel to be deployed during Kick-off meeting. The successful bidder shall promptly inform Authority in writing of any revision or alteration in such organization chart.
- b) The successful bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
- c) The successful bidder shall provide and deploy manpower on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- d) Authority may at any time object to and ask successful bidder to remove/replace an employee (supervisor/authorized representative/any subordinate) from the site or any persons deployed by its sub-contracted agency, if in the opinion of Authority, the person for professional incompetence or negligence, has misconducted himself or his deployment is otherwise considered undesirable by Authority, the successful bidder shall forthwith remove and shall not again deploy that person in question at the work site of Authority.
- e) Authority shall state to the successful bidder in writing its reasons for any request or requirement pursuant to this clause.
- f) The successful bidder shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.

- g) In case of change in its team composition owing to attrition the successful bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member

Contract Administration

- a) Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
- b) Exercise all of the powers and functions of his / her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
- c) Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- d) The successful bidder along with the members of sub-contracted agency / third party shall be bound by all undertakings and representations made by the authorized representative of the successful bidder and any covenants stipulated hereunder with respect to this Contract for and on their behalf.
- e) For the purpose of execution or performance of the obligations under this contract, Authority's representative would act as an interface with the nominated representative of the successful bidder.
- f) Successful Bidder shall comply with any instructions that are given by Authority's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.
- g) A Committee comprising of representatives from Authority and the successful bidder shall meet on a mutually agreed time or quarterly basis to discuss any issues / bottlenecks being encountered.

Right of Monitoring, Inspection and Periodic Audit

- a) Authority or its designated agency reserves the right to inspect and monitor / assess the progress / performance / maintenance of the project/various activities as per the SoW at any time during the course of the Contract. Authority may demand and upon such demand being made Authority shall be provided with any document, data, material or any other information which it may require to assess the progress of the project/delivery of services.
- b) Authority shall also have the right to conduct, either itself or through its designated agency/representative as it may deem fit, an audit to monitor the performance of the successful bidder of its obligations / functions in accordance with the standards committed to or required by Authority and the successful bidder undertakes to cooperate with and provide to Authority or its designated agency, all the required documents and other details for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the successful bidder failing which Authority may without prejudice to any other rights that it may have issued a notice of default.

Information Security

- a) The Successful bidder shall not carry and / or transmit any material, information, layouts, diagrams, storage media or any other goods / material in physical or electronic form, which are proprietary to or owned by Authority, without prior written permission from Authority.
- b) The Successful bidder shall adhere to the Information Security policy developed by Central government as well as state government or any other competent authority as described by them.

- c) Successful bidder acknowledges that Authority business data and other Authority proprietary information or materials, whether developed by Authority or being used by Authority pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Authority and successful bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful bidder to protect its own proprietary information.
- d) Successful bidder recognizes that the goodwill of Authority depends, among other things, upon Successful bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful bidder could damage Authority and that by reason on Implementing agency’s duties hereunder . Successful bidder may come into possession of such proprietary information even though Successful bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Successful bidder shall use such information only for the purpose of performing the said services.
- e) Successful bidder shall, upon termination of this agreement for any reason or upon demand by Authority, whichever is earlier return any and all information provided to Successful bidder by Authority including any copies or reproductions, both hard copy and electronic.

Relationship between the Parties

- a) Nothing in this Contract constitutes any fiduciary relationship between Authority and successful bidder’s team or any relationship of employee -employee, principal and agent, or partnership, between Authority and Successful bidder.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- c) Authority has no obligations to the successful bidder’s team except as agreed under the terms of this Contract.

Special Terms and Conditions

- a) Second hand equipment: Any proposed equipment’s shall be new and no second hand equipment shall be accepted. Occurrence of such an event, will amount to mischief and fraudulence and the Bidder shall be liable for penal action which may be to the extent of termination of contract and forfeiture of PBG.
- b) Acceptance Test: A Testing Committee shall be constituted comprising of officers duly authorized by Authority and/or any third-party agency appointed by it. The acceptance tests shall be carried at each site by the committee.

Delay in Implementation

If the Successful bidder fails to comply with the time schedule, the Successful bidder shall be liable to pay penalty as mentioned in Section-5 of RFP/Bid document. The delay due to force majeure situation shall be excluded from the calculation of delay.

SLA Monitoring

- a) Authority may designate any agency/team for SLA management and monitoring. This team shall monitor the SLA parameters and generate reports on regular basis. Authority reserves the right to periodically change the measurement points and methodologies used.
- b) The Successful bidder shall establish an Enterprise/Network Management System for monitoring and measurement of the SLA parameters prescribed as per this RFP/contract document.

Exit Management Purpose

- a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of Authority, any third party appointed by Authority and in case of the Successful bidder, the sub-contractors, carry out their respective obligations set out in this Exit Management Clause.
- b) The exit management period starts 3 months before the expiry of contract or in case of termination of contract, the date on which the notice of termination is sent to the Successful bidder.
- c) The exit management period ends on the date agreed upon by Authority or one year after the beginning of the exit management period, whichever is earlier.
- d) The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.
- e) Before the expiry of the exit management period, the Successful bidder shall deliver to Authority or its nominated agencies all new or up-dated materials from the categories, and shall not retain any copies thereof, except that the Successful bidder shall be permitted to retain one copy of such materials for archival purposes only.

Confidential Information, Security and Data

- a) The Successful bidder will promptly, on the commencement of the exit management period, supply to Authority or any third party appointed by Authority the following:
- b) Information relating to the current services rendered and performance data relating to the performance of sub-contractors/ bandwidth providers in relation to the services.
- c) Documentation related to Intellectual Property Rights.
- d) All confidential information related to Authority.
- e) Documentation relating to sub-contractors.
- f) All current and updated Authority data as is reasonably required by Authority or any third party appointed by Authority for purposes of transitioning the services to Authority or any third party appointed by Authority, in a format prescribed by Authority or any third party appointed by Authority.
- g) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Authority or any third party appointed by Authority, to carry out due diligence in order to transition the provision of the Services to Authority or any third party appointed by Authority, (as the case may be).
- h) Before the expiry of the exit management period, the Successful bidder shall deliver to Authority or any third party appointed by Authority all new or up-dated materials from the categories set out above and shall not retain any copies thereof.

- i) Before the expiry of the exit management period, unless otherwise provided under the “Contract” , Authority or any third party appointed by the Authority shall deliver to the successful bidder all forms of the “successful bidder’s” confidential information which is in the possession or control of Authority or any third party appointed by Authority.

Right of Access to Premises

- a) At any time during the exit management period, where Assets are located at the Successful bidder’s premises, the successful bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Authority or any third party appointed by Authority in order to take stock of the Assets.
- b) The Successful bidder shall also give Authority, or any third party appointed by Authority, right of reasonable access to its premises and shall procure Authority or any third party appointed by Authority, rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the “Contract” as is reasonably necessary to migrate the services to Authority or any third party appointed by Authority.
- c) General Obligations of the Successful bidder
- d) The Successful bidder shall provide all such information as may reasonably be necessary to bring into effect seamless handover as practicable in the circumstances to Authority or any third party appointed by Authority and which the Successful bidder has in its possession or control at any time during the exit management period.
- e) For the purposes of this Clause, anything in the possession or control of any Successful bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the Successful bidder.
- f) The Successful bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

Indemnity

Successful Bidder will defend and/or settle any claims against Authority that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of the third party. Successful Bidder will rely on customer’s prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non- infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer

Risk Purchase

Authority on identifying any material breach of contract by Bidder, shall give Bidder a cure period of 90 days to correct the breach. If Bidder fails to cure the breach in the said time duration and accept its inability to correct, Authority may terminate the part of the contract that is breached and employ a third party to do the work on

behalf of Authority. Bidder shall not be liable for any compensation for the work executed this way. Bidder shall execute the balance part of work as agreed under the contract.

Approvals and Clearances

- a) Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Bidder, in case if any assistance is required from Authority the same shall be extended accordingly after due consideration.
- b) Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes are to be obtained by the Bidder.
- c) Necessary approvals / clearances, from concerned authorities (like Nagarpalikas, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of Way"), as required, are to be obtained by the bidder to meet the system requirements. However, Authority will help in getting such grants and approvals from the concerned government departments.
- d) Necessary approvals/ clearances from DoT/TEC/TRAI/ Concerned authorities/BSNL/any service provider, for establishing the network and connecting different Network elements/ ports to BSNL/ any service provider's circuits shall be obtained by the Bidder.

Project Implementation

- a) Authority or its designated agency will be responsible for project monitoring and all inspection, installation, commissioning and acceptance of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied goods and services by the Service Provider under the scope of the work will be verified measured and accepted by such designated agency, for release of payment.
- b) As part of implementation the successful bidder shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity, if any, there on should also be clearly indicated.
- c) The successful bidder will implement the project strictly as per the plan approved by Authority. The successful bidder shall install and implement the proposed system at such locations as may be selected by Authority within 16 weeks from the date of kick-off meeting. The successful bidder will have to complete provisional Acceptance Test of the equipment to the satisfaction of Authority. This period may be extended depending upon the fulfilment of Conditions Precedent.
- d) The successful bidder shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to Authority and its user organizations in implementing the proposed system applications. Authority at any time during the currency of the Agreement should have access to the proposed sites.
- e) The successful bidder shall arrange to obtain all statutory permission (If any) at no cost to the Authority.
- f) The successful bidder may have to work during Holidays and Sundays, according to the urgency of work. The Service Provider will obtain such permission on his own in consultation with the Authority. It will be the responsibility of the Service Provider to co ordinate with all other stakeholders working with Authority in order to obtain NOC required to execute the job.
- g) The successful bidder shall not disturb or damage the exiting network of communication. If in case any damage to the network is done, the same shall be corrected with no extra cost. The agency shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.

- h) In case of the material/solution supplied and installed is rejected owing to its non conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
- i) Any damage caused to the property of Authority while executing the job shall be solely responsibility of successful bidder's. In case any damage to the property is caused, the same will be recovered from the successful bidder. No extra cost shall be paid to the successful bidder for such reasons.
- j) The successful bidder shall have to furnish the documentation of the work undertaken in consultation with Authority representative. 3 sets of such documentation should be provided before the issue of completion certificate.
- k) It is a turnkey project. The successful bidder shall be fully responsible for implementing the Project in totality and should include the items and their prices, if not included in Schedule of Requirement to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- l) In the event of the delay in delivery of contracted services or services is not satisfactory the Authority may procure goods/ services from else ware as prescribed in bid and successful bidder shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the successful bidder.
- m) Authority or its representatives reserves the right to visit any working site of the successful bidder with prior intimation. The concern successful bidder has to make necessary arrangement for the same.
- n) The successful bidder shall be responsible and take required insurance for all of their representations working on the site at their own cost. Authority will not be responsible for any loss or damage to any of the representatives of the successful bidder during the said contract.
- o) All work shall be performed and executed by the successful bidder in strict conformity with the engineer in charge / representative from Authority and any relative instruction issued to the Service Provider by the Authority from time to time.
- p) Authority shall associate few engineers / technicians during installation and commissioning work. The successful bidder shall ensure proper participation of the nominated personnel from Authority and train them on the related system.
- q) The successful bidder will have to coordinate with the various stakeholder and Operators engaged with Authority for the execution of the Project for timely completion & commissioning of sites.

Third Party Agency

Authority appointed unit would monitor the project during implementation, commissioning and operation. The Agency will also conduct Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of each proposed site. Third Party Agency will verify the services provided by the successful bidder under the Agreement. The successful bidder will have to coordinate and co operate with such agency.

Provision of Space/ Utility

- a) Necessary Raw electrical AC power supply at every site will be provided by the Authority.
- b) Authority may decide at its discretion to change the location of sites during implementation or after implementation but during the Agreement period. The services shall be operational within a period of 15 days from the date the said request is made by Authority.

- c) Authority shall reimburse the actual cost of relocation incurred by the successful bidder as verified by the its designated Agency.
- d) The entry and exit to the site for the equipment and personnel of the successful bidder shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.
- e) Authority shall allow or obtain the required permission to enable the successful bidder employees or its authorized personnel to enter in the premises where the Services are provided for related activities. This shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

9 Annexures- Technical specifications

9.1 Annexure 1: CCC set up technical specifications

The above-mentioned are indicative minimum specifications:

MAKE AS PER BIS	Parameters	Values
Basic Display Parameters	Minimum Screen Size	55 Inch (Diagonal)
	Design	Latest Product with OEM Model Number to be quoted
	Display Technology	LED Backlit LCD / IPS
	Resolution	3840 × 2160 (4K UHD)
	Aspect Ratio	16:9
	Pixel Pitch	Not Applicable
Optical Parameters	Brightness (Minimum Calibrated)	400 nits or more
	Brightness Uniformity	95% or more
	Viewing Angle - Horizontal	178° or more
	Viewing Angle - Vertical	178° or more
	Colour Temperature	Adjustable
	Contrast Ratio	1200:1 or higher
	Refresh Rate	60 Hz or higher
	Response Time	8 ms or less
	Panel Life	50,000 Hours or more
	HDR	HDR10 Support
Operational Parameters	Working Temperature	0°C to +40°C
	Humidity	20%RH to 80%RH
	Power Supply	AC 100–240V, 50/60Hz
	Mounting	VESA Compatible
Connectivity	HDMI	Minimum 3 × HDMI 2.0
	USB	Minimum 2 × USB
	LAN	1 × RJ45
	Wi-Fi	Yes

	Bluetooth	Yes
	Audio Output	3.5 mm / Optical
	Speaker	2 × 10W or better
Certifications	Certificates	BIS, ISO 9001:2015, CE, FCC, RoHS
	Warranty	Minimum 3 Years Onsite

9.2 Annexure 2: Traffic Light technical specifications

The above-mentioned are indicative minimum specifications:

MAKE AS PER BIS	Parameters	Values
Basic Parameters	Type	LED Traffic Signal Light (Red & Green)
	Design	Latest Product with OEM Model Number to be quoted
	Configuration	Two Aspect (Red & Green)
	Housing Material	UV Stabilized Polycarbonate / Die Cast Aluminium
	Lens Diameter	Minimum 200 mm
	LED Type	High Brightness Energy Efficient LEDs
Optical Parameters	LED Colour	Red & Green conforming to CIE Standards
	Visibility Distance	Minimum 200 m
	Brightness	Suitable for Day & Night Operation
	Viewing Angle	30° or more
	LED Life	100,000 Hours or more
Electrical Parameters	Operating Voltage	AC 100–240V, 50/60 Hz
	Power Consumption	Maximum 15 W per Aspect
	Surge Protection	Minimum 2 kV
	Power Factor	0.90 or higher
Operational Parameters	Working Temperature	-10°C to +60°C
	Humidity	10% RH to 95% RH (Non-condensing)
	Protection Class	IP65 or Higher
	Switching Time	Less than 100 ms

MAKE AS PER BIS	Parameters	Values
	Mounting	Pole / Wall Mount with Mounting Accessories
	Control Interface	Compatible with Weighbridge Controller
Mechanical Parameters	Housing Finish	Powder Coated / UV Resistant
	Wind Resistance	Up to 150 km/hr
Certifications	Certificates	BIS, CE, RoHS, ISO 9001:2015
	Warranty	Minimum 3 Years Onsite

9.3 Annexure 3: Bullet IP Camera technical specifications

The above-mentioned are indicative minimum specifications:

MAKE AS PER BIS	Parameters	Values
Basic Camera Parameters	Camera Type	Outdoor Bullet IP Camera
	Design	Latest Product with OEM Model Number to be quoted
	Image Sensor	1/2.8" Progressive Scan CMOS or Better
	Resolution	Minimum 4 MP (2560 × 1440)
	Video Compression	H.265+/H.265/H.264+/H.264
	Lens	Fixed 2.8 mm or 4 mm
Optical Parameters	Minimum Illumination	0.005 Lux (Colour), 0 Lux with IR
	Day/Night	True Day & Night (ICR)
	IR Distance	Minimum 50 m
	Wide Dynamic Range	120 dB True WDR
	Digital Noise Reduction	3D DNR
	Viewing Angle	100° or more
	Frame Rate	25 fps or higher at Full Resolution
AI Features	Motion Detection	Yes
	Human Detection	Yes

	Vehicle Detection	Yes
	Intrusion Detection	Yes
	Line Crossing Detection	Yes
Operational Parameters	Working Temperature	-30°C to +60°C
	Humidity	Up to 95% RH (Non-condensing)
	Protection Class	IP67 or Higher
	Impact Protection	IK10 Preferred
Connectivity	Ethernet	1 × RJ45 (10/100 Mbps)
	PoE	IEEE 802.3af/at
	ONVIF Support	Yes
	Storage	MicroSD Card Support up to 512 GB
	Network Protocols	TCP/IP, HTTP, HTTPS, RTSP, FTP, DHCP, DNS, SNMP
Power Parameters	Power Supply	12V DC / PoE
	Power Consumption	Maximum 10 W
Certifications	Certificates	BIS, CE, FCC, RoHS, ISO 9001:2015, STQC Certified product as per MEITY ER.
	Warranty	Minimum 3 Years Onsite

10 Annexures & Formats – PQ and TQ

10.1 Annexure 1: PQ 1 - Pre-Qualification Bid Letter

Location & Date

To,
The Mission Director,
Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 382010.

Subject: Selection of agency for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0

Reference: RFP No: <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We, the undersigned Bidder, having read and examined in detail the entire Bid documents do hereby propose to provide the services as specified in the above referred Bid document number along with the following:

1. Earnest Money Deposit (EM): We have enclosed an EMD in the form of a Demand draft/bank guarantee no. _____ dated xx/xx/xxxx of INR _____ drawn on _____. This EMD is liable to be forfeited in accordance with the provision of this RFP
2. Contract Performance Bank Guarantee: We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form and General terms Conditions mentioned in this RFP and Contract document.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address:

Contact information (phone and e-mail):

10.2 Annexure 2: Letter of technical bid submission

LETTER OF TECHNICAL BID SUBMISSION

(To be provided on Company Letter Head)

Location & Date

To,
The Mission Director,
Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 382010.

Subject: Letter of Technical bid Submission.

Reference: Tender no. _____

Dear Sir,

This has reference to the SBMU Tender document no..... dated..... for “Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0.” In this context, we are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope. We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Tender Document.
- c) We have no conflict of interest as stated in the Tender document.
- d) We meet the eligibility requirements as stated in Tender document.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and Contract is signed, to initiate the Services related to the assignment immediately in consultation with the Client and as per provisions stipulated in the Tender document.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Your sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address:

Contact information (phone and e-mail):

10.3 Annexure 3: Pre- bid query format

(On company's letterhead)

To,
The Mission Director,
Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 382010.

Sub: Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0

Ref: RFP No.

Dear ...

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No.	Clause No. and Page reference	RFP text	Query
1			
2			
....			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note:

On the Letterhead of the Bidder.

10.4 Annexure 4: Format for furnishing bidder details

(To be provided on Company Letter Head)

A. Format for furnishing Bidder Details

Sr. No.	Particulars	Bidder's response
1	Name of the Bidder's / Bidder	
2	Details about office of the Bidder / Production Bidder Address: Phone no.: E-mail ID: Website: Contact Person: Mobile no. and contact person:	
3	Year of Establishment of the firm	
4	Status of the applicant (partnership firm / Pvt. Ltd. Co. / Public Ltd. Co. / Society / Proprietorship firm)	
5	Copy of the Registration Certificates of the bidder	
6	Total Experience of the Bidder	
7	Average Turnover (last 3 years 2022-23, 2023-24 & 2024-25) CA Certificate & Audited Balance sheet for the	
8	PAN no. (copy to be attached)	
9	GSTIN (Copy to be attached	

Signature and Stamp of Bidder :

Name of Bidder :

B. Company brief

Provide a brief description of the background and organization of your agency. The brief description should include.

- About the core business of the firm, presence, brief on operations in India and its activities in capacity building related work.
- Organizational chart, a list of Board of Directors etc.

10.5 Annexure 5: Format for Financial Summary of the Bidder

(Same should be furnished by the Chartered Accountant / Statutory Auditor on their letter head)

Average Annual Turnover of the Bidder (from similar works related as mentioned in this RFP)

S. No	Financial Year	Annual Turnover (INR)
1.	FY 2022 – 2023	
2.	FY 2023 – 2024	
3.	FY 2024 – 2025	
[Average Annual Turnover]		[indicate sum of above 1+2+3 divided by 3]

Note: Bidders are required to provide data for last three years ending 31st March 2025. Audited Balance Sheets are also required to be submitted for the same.

UDIN No: _____

Certificate from the Statutory Auditor

Note:

1. The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, the company does not have a statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.

Certificate(s) from the statutory auditors specifying the Turnover of the Bidder for FY 2022-23, FY 2023-24 and FY 2024-25. For the purpose of this RFP, net worth shall mean the sum of subscribed and paid-up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

10.6 Annexure 6: Anti-Blacklisting Affidavit

(to be executed on min INR 100 non-judicial stamp paper and to be duly notarized)

To,
The Mission Director,
Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 382010.

Date :

Subject :

In response to the EoI document above states, I/ We hereby declare and solemnly swear that our Company/ firm is not banned/ blacklisted as on the date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs or any other autonomous bodies/ International & National Organization.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract/Empanelment.

In addition to the disqualification our concern/entity may be banned/ blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender/empanelment, if any to the extent accepted may be cancelled.

Your sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address:

Contact information (phone and e-mail):

10.7 Annexure 7: Not Terminated, Not Being Insolvent or In Receivership or Bankrupt

(To be printed on INR 300/- Stamp Paper)

Date:

To

Mission Director

Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 382010.

Sir,

In response to the Tender Ref. No. _____ dated for “Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0” for SBMU, Gujarat, as an Owner/Partner/Director of

_____, I/We hereby declare that presently our Company/Firm _____:

- a. _____ has not been terminated by any Government/Semi-Government or Public Authority or Public Institution in India or abroad, before the completion of respective Contract period for which it has executed the project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by it.
- b. _____ 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.
- c. _____ 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.

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,

Authorized Signature (in Full and
Initials)

Name and Title of Signatory:

Name of firm:

Address:

Email Address:

Telephone number & Fax:

10.8 Annexure 8: Self declaration – Not convicted in any criminal offense

(To be provided on Company Letter Head)

Date:

To

Mission Director

Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 382010.

Sir,

In response to the Tender Ref. No. _____ dated _____ for Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and does not have our directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified. either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

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,

Authorized Signature (in Full and
Initials)

Name and Title of Signatory:

Name of firm:

Address:

Email Address:

Telephone number & Fax:

10.9 Annexure 9: Annexure Bidder's experience

Bidder's Experience / Credentials

Assignment Name:

Country:

Location within country:

Name of Client:

Start Date (Month/Year):

Approx. Value of Services (in Rs):

Completion Date (Month/Year):

Current Status of the Project:

Narrative Description of the Project:

Description of the actual services provided by your Bidder:

Signature & Seal of the Bidder Date:

10.10 Annexure 10: Solution design

S.No.	Chapters of Technical Proposal	Description
Chapter 1: About SI		
1.1		
1.2		
1.n		
Chapter 2: Understanding of Scope of Work and Approach of SI for Implementation		
2.1		
2.2		
2.n		
Chapter 3: Approach & Methodology for Deliverables		
3.1		
3.2		
3.n		
Chapter 4: Expectation of SI from Authority		
4.1		
Chapter 5: Annexures		
5.1		
5.2		
5.3		
5.n		

10.11 Annexure 11: Curriculum Vitae of Project Team

S.No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) - (Excellent/Good/Fair)
10	Number of years of experience	
11	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From [Year]: _____ _____To [Year]: _____ Employer: Positions held:
12	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
13	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

10.12 Annexure 12: Format for Authorization letters of OEMs

Date:

To

Mission Director

Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 382010.

Ref: Bid Number:

Subject: OEM Authorization

Dear Sir,

We, M/s XXXXXX manufacturing make do hereby authorize XXXXXX to submit a bid, and sign the contract with you against above mentioned tender

No:

Bid Number: XXXXX

Dear Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the Products/ Equipment/ Solution listed below.

I/We confirm that <name of SI> have due authorization from us to supply our Products/ Equipment/ Solution and provide services to PURCHASER, for our Products/ Equipment/ Solutions listed below as per Request for Proposal (tender) document relating to “RFP _____”. We further endorse the warranty and contracting terms provided by SI to PURCHASER.

I/We also undertake that we will provide support to PURCHASER in quality of deliverables and in ensuring that the solution is implemented in the best of ways by exploiting all the capabilities offered by the solution, to meet the requirements of PURCHASER.

We herewith certify that the Products/ Equipment/ Solutions quoted by us are not end of the life and we hereby undertake to support this Products/ Equipment/ Solutions for the contract duration of min 5 years 6 months from the date of Submission of the Bid).

Sr. No.	Name of Products/ Equipment/ Solution as per RFP	Proposed Products/ Equipment/ Solution with brand, model & part number	OEM warranty	Remarks

Yours faithfully,

(Signature of the Authorized Signatory from OEM)

Name Designation Seal.

Date:

Place:

Business Address:

(Signature of the Authorized Signatory SI)

Name Designation Seal.

Date:

Place:

Business Address:

10.13 Annexure 13: Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:
No.

Bank Guarantee

Date:

To

Mission Director

Swachh Bharat Mission Urban,
Sector-10/A, ground floor, G.M.F.B.,
Nr. Police Bhavan Circle,
Gandhinagar – 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 "Ref: Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0" (**Tender No. xxxxxxxxxxxxxxxxx Dated: xx.xx.xxxx**) for the Department of Science & Technology, 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 "SWACHH BHARAT MISSION URBAN (SBMU), 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 SWACHH BHARAT MISSION URBAN (SBMU), Gujarat under the terms of their Agreement dated

. Provided, however, that the maximum liability of the Bank towards SWACHH BHARAT MISSION URBAN

(SBMU), 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 SWACHH BHARAT MISSION URBAN (SBMU), Gujarat in that behalf and without delay/demur or set off, pay to SWACHH BHARAT MISSION URBAN (SBMU), Gujarat any and all sums demanded by SWACHH BHARAT MISSION URBAN (SBMU), Gujarat under the said demand notice, subject to the maximum limits specified in this RFP. A notice from SWACHH BHARAT MISSION URBAN (SBMU), 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 months from the date of its execution. The Bank shall extend the Guarantee for a further period which may be mutually decided by the bidder and SWACHH BHARAT MISSION URBAN (SBMU), Gujarat.

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 SWACHH BHARAT MISSION URBAN (SBMU), 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 notwithstanding any security or other guarantee that SWACHH

BHARAT MISSION URBAN (SBMU), 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 SWACHH BHARAT MISSION URBAN (SBMU), Gujarat or any other indulgence shown by SWACHH BHARAT MISSION URBAN (SBMU), 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 Gandhinagar/Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of.....,2026

Witness

(Signature)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

(Name)

Designation with

Bank Stamp

Plus, Attorney as

per Power of

Attorney No.

Dated:

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O. Dated 01/05/2025 issued by Finance Department or further instruction time to time.

10.14 Annexure 14: Format for power of attorney

Format of Power of Attorney for Authorized Representative

(On INR 300/- Stamp paper duly attested by Notary Public)/ Board Resolution of a company)

Power of Attorney for authorized representative (On INR 300/- Stamp paper duly attested by Notary Public)/ Board Resolution of a company.

Know all men by these presents, we _____ (name and address of the registered office 1) do hereby constitute, appoint and authorize Mr./ Ms. _____ (name and residential address) who is presently employed with us and holding the position of ____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for Sub: "Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0." We hereby declare that all acts, deeds, and things done by ours aid attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the Day of 2026

For (Name, Designation and Address)

Accepted

_____ Signature)

(Name, Title, and Address of the Attorney)

Date: _____

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. A certified copy of the appropriate resolution/ document conveying authority to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.

10.15 Annexure 15: Format for Unpriced Bill of Material

The selected agency should provide the proposed Bill of Material (BoM) here. Kindly note that any additional items required should be clearly mentioned under the 'additional line items' category towards the end of this table.

Also note that details of the make/brand and model against each line item, wherever applicable, should be mentioned. The Selected agency may add any additional line item (with adequate details) in the proposed BoM table below (towards the end of the table), that may be required to fulfil the tender and project requirements in totality. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

Unpriced Bill of Material for all components

Unpriced Bill of Material							
#	BoM Line Item	Unit of measurement	Quantity (repeat the indicative quantity as provided in RFP)	Proposed	Make / Brand	Model Details	Full Compliance with RFP Requirements (Yes / No)
1							
n							

Information about all software components being proposed

#	Software Component	Product Name version and technology	Module	Sub-module	Function / Purpose of the line item
1					
n					
	SI to add lines as required				

11 Commercial bid formats

11.1 Annexure 1: Commercial Bid Cover letter

To be submitted online only

(If Price bid is found attached along with technical bid, then the tender shall be rejected)

Location & Date

FROM: (Name of firm)

To,

The Mission Director,

Swachh Bharat Mission Urban (SBMU), Gujarat,

Sector-10/A, ground floor, G.M.F.B.,

Nr. Police Bhavan Circle,

Gandhinagar – 382010.

Respected Sir,

We, the undersigned Implementation Agency, having read and examined in detail all the bidding documents in respect to the “Request for Proposal for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0 ” and do hereby propose to provide services services as specified in the Bid Document referred above

PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.

We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations

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

QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Implementation Agency. 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.

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.

CONTRACT PERFORMANCE GUARANTEE BOND

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

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

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

Thanking you,

Yours faithfully,

Date:

Name of Bidder

Place

Sign/Stamp

11.2 Annexure 2: General Instruction for Commercial Bid

- a) SI should provide all prices as per the prescribed format under this Annexure.
- b) All the prices are to be entered in Indian Rupees (INR) only
- c) Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties.
- d) All prices should be inclusive of all required accessories/parts, installation charges and 5 years onsite repair warranty and comprehensive annual maintenance.
- e) It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- f) The SI will have to arrange for storage of the goods at his own cost for storage of any items supplied as part of this scope of work.
- g) Authority reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- a. The Unit Rate as mentioned in the following formats may be used for the purpose of “change order” (limited to thirty percent of quantity described in the commercial bid) for respective items including license fee, if any. The unit-rates discovered shall be valid for duration for 5 years 6 months from the date of opening of the financial bid.
- h) Authority also intends to utilize various rates obtained through this tender for requirements across various departments. SIs are requested to factor this potential demand and give the best possible rate to Authority.
- i) Line items mentioned in the Commercial Formats are for representation purpose and SI may propose alternate technology / solution (with proper justification). SIs are required to suitably add line items / merge the cost components depending upon their proposed solution.
- j) No escalations of prices will be considered under any circumstances.
- k) Warranty Period is defined as 5 years from the date of Go-Live of the complete system in working condition to the end user. The SI shall be responsible to maintain the system up to 5 years 6 months which includes 5 year of onsite repair warranty and comprehensive Annual maintenance.
- l) The SIs may visit the site and obtain additional information at their own cost and responsibility.
- m) Authority to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on Authority’s discretion
- n) During the payment stage, Authority reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- o) The SI needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
- p) For the purpose of evaluation of Commercial Bids, Authority shall make appropriate assumptions to arrive at a common bid price for all the SIs. This however shall have no co- relation with the Contract value or actual payment to be made to the SI.
- q) In case of repeat of same item in commercial bid, the least price quoted by SI shall be considered while placing additional order.
- r) The Contract Price shall be firm and not subject to any alteration.
- s) The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
- t) Please note invitation of price discovery rate for future requirements does not imply guarantee of any

additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.

- u) The rate/cost quoted for Authority and price discovery elements would be considered for additional procurement/payment in future.
- v) Wherever present, the items mentioned as Lump Sum in above table will have quantity as 1 in the BoQ, the SI should consider the same as Lump Sum and submit the commercials

11.3 Annexure 3: Commercial bid format

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

3. The bidder must be careful while filling the price bid at Procure the quoted CAPEX cost shall not be more than 60% of total project cost. Non-compliance to this clause may lead to disqualification.

A. Capital Expenditure (CAPEX)

Bill of Quantity (BoQ) - VTMS for Solid Waste Management						
Schedule A: Vehicle Tracking and Monitoring Equipment with Installation						
#	Item Description	Qty.	Unit Price (without tax)	Unit Price (with tax)	Total Price (without tax)	Total Price (with tax)
1	GPS Tracking Devices with vehicle speed, fuel gauge reading, battery indicator reading, Temperature reading features and SIM & other required accessories, sensors. ARAI approved, AIS 140 compliant	4000 Nos				
2	RFID Tags for Vehicles	4000 Nos				
3	RFID Readers (mounted/handheld) for weighbridge at Processing sites	161 Nos.				
4	Pol Identification Markers	25000 Nos (min)				
5	CCC set up cost (Screen-55 inch, 2x2 matrix (tentative) other hardwares and softwares)	16 Nos.				

Bill of Quantity (BoQ) - VTMS for Solid Waste Management						
Schedule A: Vehicle Tracking and Monitoring Equipment with Installation						
#	Item Description	Qty.	Unit Price (without tax)	Unit Price (with tax)	Total Price (without tax)	Total Price (with tax)
6	One time Software customization charges for AI integration	1 Nos				
7	One time cost of implementation of automation of data operations at weighbridge alongwith all necessary hardware tools viz. desktop, camera etc.	161 nos				
Total Capex						

B. Operations and Maintenance Expenditure (OPEX)

Operation & Maintenance Expenditure (OPEX)								
#	Item Description	UOM	Qty.	Total 1st Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 2nd Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 3 rd Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 4 th Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 5 th Year Rate (With Taxes & levies if any, excluding GST) (INR)
1	Annual Maintenance of GPS with warranty, repair and replacement	Annual Maintenance						

Operation & Maintenance Expenditure (OPEX)								
#	Item Description	UOM	Qty.	Total 1st Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 2nd Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 3 rd Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 4 th Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 5 th Year Rate (With Taxes & levies if any, excluding GST) (INR)
2	Annual Maintenance of RFID tags, reader & QR plates with warranty, repair and replacement	Annual Maintenance						
3	Annual SIM Connectivity charges	Annual Maintenance						
4	Annual cloud hosting charges	Annual Maintenance						
5	Annual maintenance charges of software - VTMS, web & mobile application, integration with other systems	Annual Maintenance						

Operation & Maintenance Expenditure (OPEX)								
#	Item Description	UOM	Qty.	Total 1st Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 2nd Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 3 rd Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 4 th Year Rate (With Taxes & levies if any, excluding GST) (INR)	Total 5 th Year Rate (With Taxes & levies if any, excluding GST) (INR)
6	Annual Maintenance of the weighbridge automated system alongwith technical support							
Sub Total								
Manpower for Implementation								
1	Project Manager		1					
2	System Analyst		1					
3	Support Engineers (GPS/RFID) - (3 each in each zone, 3 at the CCC/state centre)		21					
Subtotal								
Total OPEX								

Total Project Cost

Total CAPEX	
Total OPEX	
Total Project Cost	

Total Project Cost in words : _____

12 Agreement formats

12.1 Annexure 1: Undertaking

(The Undertaking as per following format on non-judicial stamp paper of INR. 100/- is to be furnished by selected vendor when asked by Authority after opening of tenders/Price bid.)

Name of Work: Selection of agency for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0

Ref: Tender Notice No. _____

Respected Sir,

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

Upon asked by the Authority, we hereby give our consent with this undertaking to carry out and execute the works for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0 if the same is awarded to

above/below the estimated rates.

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

This undertaking will remain in force upto _____

Sign and Stamp of Selected vendor

12.2 Annexure 2: Master Service Agreement

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

This **AGREEMENT** is made at _____, Ahmedabad, Gujarat on this _____ day of _____, BETWEEN _____, hereinafter referred to as "**Client**", or "**Swachh Bharat Mission Urban Gujarat/ RCM Zone name/ULB name/9 MCs**" or "**Authority**" (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, 2013 or partnership firm registered under Indian Partnership Act 1932 or Proprietary Firm having its registered office at -----, hereinafter referred to as **Service Provider (SP) or Vendor or selected bidder or Implementing agency (IA) or SI** (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the **SECOND PART**.

Whereas Authority has envisaged the Selection of SI for (hereinafter referred to as "Project"); and whereas Authority published the RFP for Selection of agency for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0

And whereas M/s. ----- has submitted its proposal for "Selection of Vendor" for Supply/customization Installation, Operation, & Maintenance of GPS Based Vehicle Tracking and Monitoring System (VTMS) for Solid Waste collection vehicles across all Nagarpalikas of Gujarat State under SWACHH BHARAT MISSION URBAN 2.0

And whereas Authority has Selected M/s _____ as successful SI and issued Letter of Intent dated _____ to the successful SI who in turn signed and returned the same as a token of acceptance of Letter of Intent.

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

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

1. Definitions

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

- a) "Authority" means Swachh Bharat Mission Urban Gujarat/RCM zones/ULB/9 MCs

- b) "Contract" means this agreement entered into between Authority and SI including all attachments and annexure thereto and all documents incorporated by reference therein;
- c) "SI" means M/s. _____ interchangeably referred to as "SI"/SB/Selected bidder/Implementing agency in the contract and
- d) "RFP" means the tender published by the Authority (Ref no. _____) and the subsequent corrigenda/classifications issued
- e) "Go Live or successful completion of implementation of the project" date means the day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of Authority.
- f) "Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work.
- g) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI for this Project.

2. Interpretations

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

- this Agreement.
- Scope of Services for the Service Provider
- Detail Commercial proposal of the Service Provider accepted by Authority
- Clarification & Corrigendum Documents published by Authority subsequent to the RFP for this work
- RFP Document of Authority for this work
- LoI issued by the Authority to the successful SI; and
- Successful SI's "Technical proposal" and "Commercial Proposal" submitted in response to the RFP
- Payment Terms

3. Term of the Agreement

The term of this agreement shall be a period of 5 years (inclusive 5 years of warranty) post Go-Live of the project.

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

Authority 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 Authority and finalized in mutual discussion with the SI.

4. Payment Schedule & Milestone

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

5. Scope Extension

Authority reserves right to extend the scope of services for the price & timelines

6. Use & Acquisition of Assets during the term

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

- Maintain sufficient spare inventory at all times, for all items of importance;
- keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP
- ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the SI will be followed by the SI & any person who will be responsible for the use of the Asset;
- take such steps as may be recommended by the manufacturer of the Assets & notified to the SI or as may be necessary to use the Assets in a safe manner;
- provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- To the extent that the Assets are under the control of the SI, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to Authority or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;

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

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

7. Concessions permissible under statutes

SI, 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 Authority, failing which it will have to bear extra cost. In case SI does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. Authority will not take responsibility towards this. However, Authority may provide necessary assistance, wherever possible, in this regard.

8. Site visit and verification of information

SIs are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the SI has made a complete and careful examination of the Bidding Documents;

- received all relevant information requested from the Authority
- accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
- satisfied itself about all matters, things and information including matters herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
- acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

9. Taxes

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

GST

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Selected vendor/Successful SI is bound

to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by Authority, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Selected vendor to the Competent Authority along with a Certificate from Chartered Accountant of Selected vendor/Successful SI certifying that the amount of GST paid to the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful SI/selected vendor, failing which, Authority may recover the amount due, from any other payable dues with Authority and decision of Authority shall be final and binding on the Selected vendor/Successful SI in this regard. Further the non- payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Selected vendor/Successful SI Only, in no case Authority shall be liable for the same.

a) Firm Prices and Bid Currency

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

b) Right to vary the scope of the work at the time of award

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

c) Modification or Withdrawal of Bids

A SI wishing to withdraw its bid shall notify Authority by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.

The notice of withdrawal shall:

Be addressed to AMC at the address named in the bid Data Sheet,

Bear the Contract name , the <Title> and <bid no.>, and the words "bid withdrawal notice"

Bid withdrawal notices received after the bid submission deadline shall be ignored, and the

submitted bid shall be deemed to be a validly submitted bid.

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 SI's EMD

10. Work Order/ Purchase Order

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

a) Validity Period of the Contract

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

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

b) Quantity variation

The quantity mentioned in the Commercial Bid format is only for indicative in nature. The actual quantity depends on the actual site survey conducted by the SI and after same is approved by Authority for installations at various locations.

c) Price Variation

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

d) Governing Law

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

11. Restriction on Transfer of Agreement

The SI shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter to the agreement to any third party or any sister-concerned firm within a group either in whole or in any part i.e., partnership/third party interest shall be created. Failure to agree with the Terms & Conditions of the Bid Document/ Contract Failure of the SI 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 SI.

12. Terms and Conditions of the Tender

SI is required to refer to the draft Contract Agreement, as per this Bid Document, for all the terms and conditions to be adhered by the successful SI during Project Implementation and Post implementation period.

Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

13. Liability

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

14. Force Majeure

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

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure perform its obligations under the contract is the result of an event of Force Majeure. For purposed on this clause, "Force Majeure" means an event beyond the "reasonable" control of the Service Provider/SI, not involving SI's fault or negligence and not foreseeable. Such events may include 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 Authority, in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. Authority, or the consultant / committee appointed by the Authority shall study the submission of the SI and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the Authority 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, Authority 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 Authority shall be final and binding on the SI

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

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, Authority 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 Authority shall be final and binding on the SI.

15. Safety Regulation, Accident and Damage

The SI shall be responsible at his own cost in and relative to performance of the work and SI to observe and to ensure observance by his Sub-selected vendors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipment, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other SIs, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the Owner from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipment, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the SI shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the SI of his obligation aforesaid or upon any operation, act or omission of the SI his Sub-selected vendor(s) or agent(s) or servant(s). The SI's liabilities and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the SI is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the SI has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the SI shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the SI or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract prior written approval of Authority. The SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

16. Ownership and Licenses

The ownership of all hardware/software developed/customized/ configured/ procured as part of the project and related documentation for the project would always lie with the Authority. All licenses for software procured related to project have to be in the name of Authority. The SI will be required to produce the Licenses/ATS/Warranty and other documents from the respective OEMs clearly mentioning the product name, quantity, duration, type of support, etc. The payment for the respective item will be subject to submission of the aforesaid documents to Authority.

17. 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 agrees that it shall hold the Authority interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the SI foresees a Conflict of Interest, the SI shall notify Authority forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

SIs shall not have a conflict of interest that may affect the Selection Process or the scope (the "Conflict of Interest"). Any SI found to have a Conflict of Interest shall be disqualified. Authority requires that the SI provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

The SI shall disclose to Authority in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the SI or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

18. General Clause related to Any SIs/Sub-Selected vendor from a Country which shares a Land Border with India

- a) Any SI from a country which shares a land border with India will be eligible to bid in this tender only if the SI is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- b) "SI" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of SIs stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- c) "SI from a country which shares a land border with India" means:
 - 1) An entity incorporated, established or registered in such a country; or
 - 2) A subsidiary of an entity incorporated, established or registered in such a country; or
 - 3) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - 4) An entity whose beneficial owner is situated in such a country; or
 - 5) An Indian (or other) agent of such an entity; or
 - 6) A natural person who is a citizen of such a country; or

- 7) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- d) The beneficial owner for the purpose of (iii) above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - Explanation
 - "Controlling ownership interest" means ownership of or entitlement to more than twentyfive per cent. of shares or capital or profits of the company.
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - 4) Where no natural person is identified under i or ii or iii above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- e) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- f) The successful SI shall not be allowed to sub-contract works to any selected vendor from a country which shares a land border with India unless such selected vendor is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

19. Resolution of Dispute

The Authority 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 contract. If after thirty days from the commencement of such informal negotiations, the Authority and the SI have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Authority and the other 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. The Arbitration and Reconciliation Act 1996 shall apply to the

arbitration proceedings and the venue of the arbitration shall be Ahmedabad/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.

If the SI doesn't agree with the opinion of the Authority, matter shall be referred to two arbitrators: one Arbitrator to be nominated by Authority 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 Ahmedabad/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.

20. Dismantling and Reinstallation

In case of dismantling and re-installation of hardware at project site due to reasons not attributed to vendors performance, authority will reimburse the amount for dismantling and reinstallation work on submission of original bills and as per the rate discovered in commercial bid. Vendor will have to take prior approval from authority before executing such tasks. For the items, which is not discovered in price bid and is essential for project requirement, authority may take reference from other on-going projects at ULB and market rate to finalise the rate for such items. However, it is the responsibility of vendor to execute the task of Dismantling and Reinstallation on request of authority.

21. Electricity and Utility Connection

The vendor shall be responsible for ensuring electricity connection and other utilities to make the device/hardware operational. Vendor responsibility involves making request for electricity/utility providing company, submission of requisite fee, test report, requisite certification, coordination, laying power cables and provisioning of requisite power points for all components in the scope of this project. Vendor shall be responsible for paying deposit and metering cost required for taking any electrical connections to concerned departments. Authority will appoint a nodal person to provide necessary guidance and support in this process. Authority will reimburse the cost on production of actual bill. Since this component has dependency on approval from other agencies, vendor should plan this requirement well in advance & submits the application to DISCOM through Authority. Recurring charges (during operational phase) for all the electricity/utility consumption of components in the scope of this project will be borne by authority but vendor will be responsible for coordination, informing authority to ensure timely payment of bills. Vendor will be responsible for maintenance of these electrical connections during the operational phase, and authority will reimburse material and labour cost for breakdowns on submission of original bills.

22. Documentation of Project Outcomes

The vendor shall be responsible for project documentation including case study, impact assessment report, success report, explanatory video and stakeholder benefit video, training material with project brief ppts (detail of requirement is mentioned in scope of Work section). This will help in educating project stakeholders about functions and benefit of the project. Also such material will be helpful in replicating the projects at other locations and submitting the documentation at national and international forum.

23. Performance Bank Guarantee

- a. The successful SI shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from any of the banks included in the Finance Department GR No. : FD/MSM/e-file/4/2025/2712/DMO dt.01/04/2026 in favour of Authority (Mission Director) the due performance and fulfilment of the contract by the SI.
 - The successful SI will submit an amount equivalent of 10% of the Project Value (CAPEX) for implementation phase. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the SI.
 - However, for Operation & Maintenance phase, the successful SI will submit the yearly bank guarantee of amount equivalent of 10% of the Project Value (OPEX).
 - If the SI, fails to furnish the Performance Guarantee within stipulated time period, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
- b. The successful SI shall maintain a valid and binding Performance Guarantee for implementation phase (CAPEX) for a period of three months after the completion of defect correction period. In the event of the SI being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per rules or/and cancel the contract or any part thereof.
- c. However, the yearly bank guarantee submitted during Operation & Maintenance phase, the successful SI shall maintain a valid and binding Performance Guarantee for a period of three months after the completion of yearly O&M period (Validity period). In the event of the SI being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per Authority rules or/and cancel the contract or any part thereof.
- d. The Performance Bank Guarantee letter format can be found in the Annexure of this document.
- e. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the SI under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- f. In the event of the SI being unable to service the contract for whatever reason or receive frequent complaints from citizens, Authority would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of authority under the Contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the SI's failure to complete its obligations under the contract. Authority shall notify the SI in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the SI is in default.

- g. Authority shall be entitled to make recoveries from the SI's bills, performance 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.
- h. Under this contract, wherever the selected vendor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD, SD, etc. Such F.D.R, bank guarantees, etc. shall be produced from any of the banks included in the Finance Department GR No. : FD/MSM/e-file/4/2025/2712/DMO dt.01/04/2026. During the contract period if the bank from which the PBG is submitted is removed from the list of approved bank, the selected SI shall be required to replace the PBG and submit the PBG from the approved bank. The notification in this regard will be given to the selected SI by Authority and the same must be complied within 21 days of such notification.

24. Additional Quantity/Change Request

- a. Authority reserves its right to award additional quantity of work order up to 25% of the original quantity limited to 25% of total project cost (as per state and central govt. guideline) at the same price and terms and conditions quoted in original contract.
- b. Authority also reserves right to award change request work order up to 25% of the original project cost for the work needed to execute the work defined in scope of work defined in original contract.
- c. Payment for additional items
 - Based on the final project plan or during the project duration if there is need for additional items and Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities as defined in the financial bid, implementation SI will be required to arrange additional items. Payment for such additional items will be done separately by Authority.
- d. In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation SI. Payment mechanism to be followed for additional items is given below:
- e. CAPEX COMPONENT - 30% CAPEX payment on the successful delivery of additional item, post approval from AMC and 70% CAPEX payment on the successful installation of the additional item, post approval on the installation report.
- f. OPEX COMPONENT - OPEX part will be equally divided in remaining part of the quarterly payment during O&M. OPEX payment will be prorated based on the duration left in O&M. That is, if additional item is procured in 4th Quarter then OPEX will be paid for 17 quarters only (starting from 4th Quarter till 20th Quarter).

25. Termination of Contract

Termination of Contract Authority 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 in the following ways.

- Termination by Default: for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: Authority by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Authority's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.
- Termination for Non-Performance: If the SI fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (PERFORMANCE STANDARDS) of the project within the time frame specified in the contract; or If the SI fails to perform any other obligation(s) under the contract.
- Termination for Insolvency/NCLT proceedings: The Department may at any time terminate the contract by giving written notice to the SI(s), if the SI(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SI(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. SI agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the Authority identified team in this case.

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

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

Consequences of Termination

- In the event of termination of this contract, Authority is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to AMC and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.
- In the event of termination of this contract, Authority shall have ownership over entire volume of delivered & installed software and hardware irrespective payment made to successful SI.
- In the event of the SI being unable to service the contract for whatever reason, Authority would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under compensation for any loss resulting from the SI's failure to complete its obligations under the Contract in the matter, the proceeds of the PBG shall be payable to department as Contract. Department shall notify the SI in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the SI is in default.
- Authority shall also be entitled to make recoveries from the SI'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.

26. Indemnity

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

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

27. Third Party Claims

- a. Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the PERFORMANCE STANDARDS.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of

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

28. Publicity

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

29. Warranties

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

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

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

30. Limitation of Liability towards Authority

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 Authority 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 Authority 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 the contract 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.

31. Data Ownership

All the data created as the part of the project shall be owned by Authority. 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 Authority. Authority / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI Vendor to data / system security.

32. Intellectual Property Rights

- a) For the customized solution developed for the project, IPR of the solution would belong exclusively to the the Authority. The SI shall transfer the source code to Authority at the stage of successful implementation of the respective smart element. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. Authority may permit the selected bidder, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to Authority for the same. However for the COTS / Open Source based solution SI is liable to transfer source code of only those components which has been developed/customized on this project.
- b) Deliverables provided to the Authority by Service Provider during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between Service Provider and Authority, immediately upon creation, vest in Authority. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to Authority 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 Authority.

33. Fraud and Corruption

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

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

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

34. 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 Authority or Six months after the beginning of the exit management period, whichever is earlier.

II. Confidential Information, Security and Data

Service Provider will promptly on the commencement of the exit management period, supply to the AMC 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 SI 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 Authority and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to Authority, 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 SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Authority, a list of all employees (with job titles and communication address) of the Successful SI, 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 SI, Authority, or Replacing Vendor may make an offer of contract for services to such employee of the Successful SI and the Successful SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Authority, or any Replacing Vendor.

IV. Rights of Access to Information

At any time during the exit management period, the Successful SI will be obliged to provide an access of information to Authority 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 SI shall provide Authority with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the PERFORMANCE STANDARDS as a whole and in relation to the Project Implementation, the Operation and Management PERFORMANCE STANDARDS and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful SI, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on project's operation 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 SI 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 SI to and approved by Authority or its nominated agencies.
- f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful SI complying with its obligations under this Schedule.
- g) During the exit management period, the Successful SI 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.

35. 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 AMC 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 sub selected vendors (whether a Party to the contract or to the PERFORMANCE STANDARDS) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the PERFORMANCE STANDARDS) or pursuant to the contract to be signed subsequently.

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

- a) The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub selected vendors & agents & others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to Authority whose data is used but also to its stakeholders. Service Provider, its Sub selected vendors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in Authority & its nominees receiving a right to seek injunctive relief & damages from the Service Provider.
- b) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
 - I. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - II. To use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
 - III. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
 - IV. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c) The restrictions of this Article shall not apply to confidential Information that:
 - I. is or becomes generally available to the public through no breach of this Article by the Recipient; &
 - II. Was in the recipient's possession free of any obligation of confidence prior to the time of

- receipt of it by the Recipient hereunder; &
- III. Is developed by the Recipient independently of any of discloser's Confidential Information; &
 - IV. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
 - V. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d) to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
- I. its employees, agents & independent selected vendors & to any of its affiliates & their respective independent selected vendors or employees; &
 - II. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e) The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f) confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g) Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the PERFORMANCE STANDARDS, the termination or expiry of the PERFORMANCE STANDARDS. 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 Authority & SI, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j) in connection with the Services, Service Provider may from time to time undertake one or more

quality assessment reviews for the purpose of improving the Project. In order for such reviews to be frank & candid, for the greatest benefit to both Authority & Service Provider, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of Service Provider which is licensed to Authority 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 SI related to this Agreement or the Services.

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 Authority or Government of Gujarat or Government of India from time to time.

c) Sub Contracts

Sub-contracting / out sourcing would not be allowed

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

The SI is expected to provide details of the sub-selected vendors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the SI shall be considered as subcontracting. 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 Authority 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 Authority 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 Selected vendor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as

the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g) Waiver

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

h) Performance Guarantee

The SI shall submit performance guarantee which is unconditional & irrevocable bank guarantee equal to an amount equivalent of 10% of the Project Value (CAPEX). However, for Operation & Maintenance phase, the SI will submit the yearly bank guarantee of amount equivalent of 10% of the Project Value (OPEX). in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance bank guarantee shall be from any of the banks included in the Finance Department GR No. : FD/MSM/e-file/4/2025/2712/DMO dt.01/04/2026 in favor Mission Director, Swachh Bharat Mission. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the Authority as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

i) Personnel/Employees

- I. Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider or its sub-selected vendors, & under no circumstances will such personnel be considered as employees of Authority. Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The Authority shall not be responsible for the above issues concerning to personnel of Service Provider.
- II. Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services.
- III. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

j) Variations & Further Assurance

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

k) Severability & Waiver

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

l) Entire Agreement

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

m) Survivability

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

n) Survivability

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

36. Applicable Law

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

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

Signed, sealed and delivered

By -----
-----,

For and on behalf of the Authority. Gandhinagar

Signed, sealed and delivered

By -----

Witnesses:

(1)

(2)

Attachments to the Agreement:

- 1) Scope of Services for the Service Provider
- 2) Detail Commercial proposal of the Service Provider accepted by Authority
- 3) Corrigendum Document published by Authority subsequent to the RFP for this work
- 4) RFP Document of Authority for this work
- 5) Lol issued by the Authority to the successful SI
- 6) RFP
- 7) Payment Schedule and Milestones

37. Additional Contract Management Clauses (As per GFR/MPS 2024)

37.3 Liquidated Damages (LD) Clause

As per GFR Rule 181 and MPS 2024 Chapter 7, the RFP must specify LD provisions:

- LD for delay in overall project completion: 0.5% of contract value per week of delay, subject to maximum of 10% of total contract value
- LD cap of 10% — beyond which SBMU may rescind the contract and invoke Performance Security
- LD deduction to be computed on the total contract value (not milestone value)
- LD is not to be treated as penalty — it is an estimate of SBMU's damages

37.4 Exit / Transition Management

Per MPS 2024 Chapter 9, provisions for exit and transition must be included:

- At contract end, vendor must provide all data to SBMU in open formats within 30 days

- Vendor must support transition to new vendor/in-house team for minimum 3 months after contract end
- All intellectual property created under this contract belongs to Government of Gujarat
- Vendor may not use project data or algorithms for any other commercial purpose
- All source code, documentation, and configuration files to be deposited in escrow with NIC/SBMU upon request