Selection of Project Management Consulting Agency for Implementation of Intelligent City Surveillance System in Guwahati

GUWAHATI SMART CITY LIMITED

4th Floor, Aditya Tower,
Opp. Down Town Hospital
G.S Road, Guwahati, Assam-781006

Februray 2025

Tender Reference No. SPV/GSCL/GEN/221/2023/261

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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Guwahati Smart City Limited or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an offer nor agreement by Guwahati Smart City Limited (GSCL) to the Guwahati Smart City Limited prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the preparation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Guwahati Smart City Limited (GSCL). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Guwahati Smart City Limited (GSCL), its employees or advisors to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

GSCL , its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

GSCL 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.

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

Issuance of this RFP does not imply that GSCL is bound to select a Bidder. GSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

GUWAHATI SMART CITY LIMITED

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Notice Inviting Tender

(National Competitive Bidding through e-Tendering mode only)

NITNo.:SPV/GSCL/GEN/221/2023/261 **Date:21.02.2025**

Request for Proposal for Selection of Project Management Consulting Agency for Implementation of Intelligent City Surveillance System in Guwahati"

Managing Director, Guwahati Smart City Limited (hereinafter called "the Employer") hereby invites Technical and Financial Proposals on a man months basis in two bid systems through e-tendering for the following work from experienced firms/organizations excluding those firms who have been declared as Non-performing/Blacklisted/ Debarred for specified period by any of the Government Authorities/ Organization/ PSUs etc.

Job/Assignment	Approx Cost of Project In INR	Time of Completion	Tender Fee (Rs.)	Bid Security (Rs.)
1	2	3	4	5
Project Management Consulting Agency for Implementation of Intelligent City Surveillance System in Guwahati"	**6 Crores** (including GST 18%)	12 Months + 24 month O & M	1,180.00	18,00,000/-

2. The detailed tender document can be viewed from the website www.assamtenders.gov.in & www.gscl.assam.gov.in from 21.02.2025 from 18: 00 hrs.

   To participate for the bidding, bidders have to pay non-refundable Tender Fee of Rs. 1,180/- including GST @ 18% through online mode in the e-Procurement portal through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on https://assamtenders.gov.in. For any assistance for Online Fees or Bids Submission from Assam e-Procurement Cell, Bidders may contact the e-Procurement Cell at phone nos. 1800-2121-18866 (Ext. 2) and 0361-2347144/7188(From 10:00 AM – 5:00 PM).

   A copy of payment receipt (online mode) must be submitted along with the bid.

3. Bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable.

4. The Amendments/clarifications to the bid document if any will be hosted on the above website only.

Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the Tender Inviting Authority as under with identification/ title/ Subject: "Queries / Request for Additional Information: "**Request for Proposal for Selection of Project Management Consulting Agency for Implementation of Intelligent City Surveillance System in Guwahati"**

5.

Managing Director, GSCL
Email: mdsmartguwahati@gmail.com
Ph. No. +91 9854028975 / +91 9854293301 / +918638721083

6. Conditional bids would be rejected.
7. GSCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

S. No.	Activity	Deadline
1	Release of RFP	21.02.2025 from 18.00 Hrs. onwards
	Project Management Consulting Agency for Implementation of Intelligent City Surveillance System in Guwahati" (approx 6 Cr.)	
2	Last date of receipt of queries on RFP	05.03.2025 up to 15.00 Hrs through our official mail id i.e. mdsmartguwahati@gmail.com
3	Pre-Bid Meeting	The Pre- Bid Meeting will be held on 03.03.2025 at 11.30 hrs in GSCL Office.
4	Last date for online submission of Bids	17.03.2025 up to 15:00 Hrs.
5	Last Date of Physical submission of Bid (Prequalification bid, Technical Bid and Proof of Tender Fee, EMD) in Hard Copy	18.03.2025 up to 14:00 Hrs.
6	Date of opening of Tender Fee, EMD and Prequalification & Technical Bid	18.03.2025 after 15.00 Hrs.
7	Date of opening of Financial/Price bids	Shall be intimated to the Technically qualified bidders at appropriate time
8	Selection Method	QCBS

Annexure 1 Introduction

1.1 Introduction to the RFP and about the City Surveillance Project

Nestled along the banks of the mighty Brahmaputra River, Guwahati, teems with life and cultural richness. This city, where tradition harmoniously coexists with modernity, has long grappled with the crucial task of ensuring the safety and security of its inhabitants, with a special emphasis on women and the most vulnerable among us.

The envisioned Guwahati City Surveillance Project, an audacious and visionary initiative that promises to redefine urban safety for generations to come. At its core, this ground-breaking endeavour seeks to bolster the city's security infrastructure by proposing the installation of 2000 state-of-the-art surveillance cameras strategically positioned across diverse neighbourhoods. These cameras shall be equipped with cutting-edge AI-based video analytics systems like facial recognition system, abandoned object detection, crowd detection etc., heralding a new era of precision and efficiency in public safety should the proposal be realized.

However, the envisioned Guwahati Safe City Project extends beyond the realm of possibilities. It envisions a city where safety is not a privilege but a fundamental human right. To achieve this, the proposal outlines a multifaceted approach, featuring emergency call boxes meticulously placed throughout the urban landscape, body-worn cameras for law enforcement personnel, and seamless integration with the city's envisioned Integrated Command and Control Centre (ICCC).

As a significant step towards transforming Guwahati as one of the safest city, GSCL has decided to implement City Surveillance Project. The project aims to create a safe, secure and empowering environment in public places, to enable them to pursue all opportunities without the threat of gender-based violence and/or harassment. It also aims to prevent and curb all forms of crimes in public places by providing safer urban infrastructure and efficient access to law enforcement agencies. In this regard, GSCL has floated a tender (tender no – SPV/GSCL/DEV/214/2023/Pt-1/138, for selection of the implementing agency on 29th December,2023

Description of Work / Services Being Procured:

The Guwahati Smart City Limited intends to hire a Project Management Consulting agency for Monitoring, Controlling and Implementation of its City Surveillance Project in the city of Guwahati for the project implementation period of 1 year followed by two years of O&M period

S.No	Phase	Description	Resource Required	No of Selected Consultant	Months*
1	Implementation	1. Review& Approval of Vendor (SI) Documentations 2. Monitoring, Control and Supervision of Project Implementation 3. Monitoring & approval of SI's Procurement plan 4. Material inspection & verification 5. Monitoring of Installation and Commissioning 6. User Acceptance Test 7. Bill verification as per RFP milestone & recommendation 8. Contract Management 9. Devising Remaining Programs	Project Manager	01	12
			Consultants	06	
			Total Count of Manpower	**07**	
3.	Operation & Maintenance	1. Coordination and Project monitoring for O&M phase 2. Operation Management and Performance Report 3. SLA monitoring and evaluation of bills of system integrator (SI) 4. Data Analysis and Documentation 5. Contract Management	Project Manager	01	24months
			Consultant	03	
			Total Count of Manpower	**04**	

Details of Work Descriptions are mentioned under annexure 4 (Scope of Work)

Annexure 2 Instructions to Bidder

2 Instructions to The Bidder

ii. Managing Director, Guwahati Smart City Limited (GSCL) hereinafter called "The Employer" has initiated the process to engage a Contractor / System Integrator (SI) for the Work of "Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam".

iii. The Employer intends to engage a Project Management Consultant (PMC) for the aforementioned Work, who shall perform the functions of the Employer's 'Engineer', which shall include, but not limited to, Project Management in terms of Bid Process Management, Detailed Planning, Monitoring, Coordination with other Department/ Agencies, Supervision of Work, Contract Management, Quality Assurance, Timely Engineering decisions and approval thereof from Employer, Joint Recording of Contractor's Measurements, Verification and Certification of Bills& Invoices; assisting in Arbitration &Litigation cases and all other necessary steps/decision required for timely completion of Project.

iv. The intending Consultants are advised to understand fully the specific requirements of the Project Management Consultancy Services for the Work. The Consultants are also advised to inspect the concerned project site and acquaint themselves with the ground realities.

v. The Consultant proposal submissions should be focused on the project requirements stipulated in the TOR. The methodology to be submitted should address to the project site requirements. All specific issues for which references have been made in the various paras of the TOR should be addressed effectively. General nature descriptions should be avoided. Details of the Services are provided in the attached Terms of Reference (TOR).

vi. The intending Consultants should familiarize themselves with Local Conditions & Bye Laws and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants are encouraged to pay a visit to the Employer's office and the Project site before submitting a Proposal, and to attend a pre-bid conference if one is specified in the NIT/Data Sheet. Attending the pre-bid conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-bid conference. Consultants should ensure that these officials are informed of the visit with adequate time to allow them to make necessary arrangements.

vii. Duration of the Contract will be for 1 year project implementation period followed by 2 (Two) years O&M period. As such, the PMC Service Contract shall run concurrently till the final completion, commissioning and handing over of the facilities created under the city surveillance project.

2.1 Instructions for online bid submission

i. Instructions to the Bidders to submit the bids online through the E- procurement portal

ii. Enrolment/registration of the Bidders on the E- procurement portal is a pre requisite for e-tendering.
iii. Bidders need to log in to the E- procurement portal through their user ID/ password chosen during enrolment/ registration.
iv. Bidder may go through the tenders published on the E- procurement portal and download the required tender documents/ Annexures for the tenders they are interested in.
v. After downloading/ getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit them as asked; otherwise, the bid will be rejected.
vi. If there are any clarifications, this may be obtained online through the contact details or official mail ID of GSCL. Bidder should take into account the corrigendum/ Addendum published before submitting the bids on E- procurement portal.
vii. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
viii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure, and generally, they can be in PDF/xls/rar/zip/dwf formats. In addition, the bidder should consider the corrigendum/ Addendum published from time to time before submitting the online bids.
ix. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority.
x. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected
xi. If the price bid format is provided in a RFP document, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/ replaced by the bidder; otherwise, the bid submitted will be rejected for this tender.
xii. E- procurement portal / Employer shall not have any liability to bidders for any interruption or delay in access to the E- procurement portal site / Reverse Auction link etc., irrespective of the cause.
xiii. For any queries regarding the e-tendering process, the bidders are requested to contact E- procurement portal.

2.2 General instruction to bidders

i. The Bidder must carefully read all the terms, conditions, and specifications before filling up the tender schedule and financial bid. The Bidder shall be bound by all terms, conditions, and specifications detailed in this tender document. The Bidders who are confident of executing the contract in time by employing the required resources, manpower, and materials need only participate in this tender.
ii. Regarding the matters pertaining to this contract, Bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union, or organization. All disputes, differences, clarifications, etc., arising out of this contract will be represented by Bidder himself or by his legal representative.

iii. The Bidder shall be bound by all terms, conditions, and specifications as detailed in this tender document
iv. It may be noted that the tender notice is only for fixing a contract and shall not be construed as an invitation to bid for providing the job, i.e., there is no guarantee for the award of work without assigning any reason whatsoever may be.
v. Any Bidder participating in this tender should make sure that he will be able to carry out the work in the contract
vi. It is implied that the Bidder has obtained all necessary information directly or indirectly affecting the contract, such as a legal stipulation, possible delays, and hindrance or interference in executing the contract, and has satisfied them before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should consider all factors.
vii. The Bidder acknowledges that he assumes all risks contingent upon the nature of the contract to be encountered by him in executing the contract, even though such actual conditions may result in the Bidder performing more or less work than that originally anticipated.
viii. The tender schedule shall be read in conjunction with Job Specification & Job description, General conditions of contract, and Schedule of Requirements. The Bidder shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Bidder has carefully examined and satisfied him with the terms and conditions of the tender document.
ix. The quantities indicated in the tender may increase or decrease
x. The tender shall contain the name, address of residence, and place of Bidder's business and shall be signed by the Bidder with his usual signature. Partnership firms shall furnish full names and addresses. In case of the authorized representative signs, “Power of Attorney” duly attested by a public notary must be submitted. In the case of the partnership firm, a Self-Attested true copy of the partnership deed must be submitted along with the tender. Similarly, the Self Attested copy of the Memorandum of Article & Association must be submitted along with the tender in the company's case.
xi. Interest shall NOT be payable on the Earnest Money deposit

2.3 Cost to bid

2.3.1 The Bidder shall bear all costs associated with submitting its bid, including the cost of purposes of clarification of the bid if so desired by the Employer. The Employer shall in no case be responsible for those costs, regardless of the conduct or outcome of the Tendering process.

2.4 Amendment of RFP

2.4.1 At any time prior to the last date for receipt of bids, the Employer may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment. The amendment shall be notified on the E- procurement portal and should be considered by the prospective agencies while preparing their bids.

2.4.2 To provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the last date for the receipt of Bids

2.4.3 Employer may at any time during the tendering process request the Bidder to submit revised Technical/ Commercial Bids and/ or Supplementary commercial bids without thereby incurring any liability to the affected Bidder or Bidders

2.5 Language of Bids

2.5.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Employer shall be written in the English language, however, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by its English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.6 Procedure for submission of Bids

2.6.1 The bid prepared by the Bidder shall be submitted online on E- procurement portal and submission of Hard Copy to the office of the undersigned.

Note: Prices should not be indicated/ mentioned in Technical Bid but should only be mentioned in the Commercial Bid.

2.6.2 The Bidder shall submit only one (1) bid in response to the RFP. If the Bidder submits more than one bid, it shall be subject to disqualification of the bidder and shall also cause the rejection of all the bids which such Bidder has submitted

2.7 Bid Prices

2.7.1 The Bidder shall indicate in the proforma prescribed, Man-Month Service Price for the services rendered

2.7.2 In the absence of information requested in the above Clause, a bid may be considered incomplete and be summarily rejected

2.7.3 The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Employer. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP, and it shall be the Bidder's responsibility to meet all the requirements of the RFP fully.

2.8 Firm Prices

2.8.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the Employer reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (Rs.) only.

2.9 Bidder Qualification

2.9.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either

case, him/ she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby shall be furnished and signed by the authorized representative/ the principal officer.

2.9.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether they sign as the Constituted Attorney of the firm or a company

2.9.3 The authorization shall be indicated by a written Power-of-Attorney accompanying the bid.

2.9.4 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid

2.9.5 Any change in the Principal Officer or his duly Authorized Representative shall be intimated to Employer in advance

2.10 Earnest Money Deposit (EMD)/Bid Security

The bid document must be accompanied by the EMD/Bid Security of Rs 18,00,000/- (Rupees Eighteen Lakhs Only) through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on https://assamtenders.gov.in No exemption for submitting the EMD/ Bid Security will be given to any agency. Bid security in any other form will not be entertained. In case bid is submitted without the bid security then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by Employer on finalization of the bid in all respects after award of the work to the successful bidder.

For Successful bidders: The bid security, for the amount mentioned above would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder and subsequent signing of contract agreement

In case, bid is submitted without the bid security then Employer reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

a. if the bidder withdraws or modifies or derogates its bid during the period of bid validity specified by the Bidder in the Bid.
b. If it comes to notice that the information/documents furnished in its bid are false, misleading or forged; or
c. in the case of a successful Bidder, if the Bidder fails;
    i. to sign the Contract in accordance with Clause 1.23: Award of Contract; or
    ii. to furnish Bank Guarantee for contract performance in accordance with Clause 1.11 - Bank Guarantee for Contract Performance

2.11 Performance Bank Guarantee

2.11.1 Performance Bank Guarantee of the amount equivalent to 10% of the contract value has to be made in the form of Refundable & Irrevocable Bank Guarantee from any Scheduled Indian Nationalized Bank drawn in favour of the Beneficiary payable at **Guwahati** before signing of the Contract

2.11.2 Validity: Valid for the entire Project term + 12 Months. It shall be a single deposit in the form of a Bank Guarantee

2.11.3 In the event of termination, Employer may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Employer under law

2.11.4 Such Performance Bank Guarantee, in the prescribed format, from a scheduled commercial bank must be submitted by Bidder to the Employer within 15 days of award of contract on E- procurement portal

2.11.5 The payments to the Bidder shall become due only after receipt of Performance Bank Guarantee by the Employer and verification of its genuineness.

2.11.6 If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the Performance Security furnished by the Bidder.

2.11.7 If the Bidder duly performs and completes the contract in all respects, the Employer shall refund the Performance Security to the Bidder within 30 days of completing all contractual obligations by the Bidder.

2.11.8 Failure of the successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD

2.11.9 Bidders can also submit the same in favour of Managing Director, GSCL, payable at Guwahati.

2.12 Period of validity of Bids

2.12.1 Bids shall remain valid for a period **of 180 days** from the bid end date. A bid valid for a shorter period may be rejected by the Employer as non-responsive.

2.12.2 In exceptional circumstances, the Employer may request the Bidder(s) to extend the period of validity. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under the above Clause may also be extended if required.

2.13 Format and Signing of Bid

2.13.1 The documents of the bid submitted online shall be clear and readable. The documents shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for unamended printed literature, shall be initialled and stamped by the person(s) signing the bid.

2.13.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

2.13.3 The bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid

2.14 Revelation of Prices

2.14.1 Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected

2.15 Terms and Conditions of Bidders

2.15.1 Any terms and conditions of the Bidders shall not be considered as forming part of their Bids

2.16 Consortium

2.16.1 Consortium is not allowed

2.17 Last date for receipt of Bids

2.17.1 Bids shall be submitted by the Bidder no later than the time and date specified in E-procurement portal

2.17.2 Bids shall be submitted online in E- procurement portal

2.17.3 The Employer may, at its discretion, extend the last date for the receipt of bids by amending the RFP, in which case all rights and obligations of the Employer and Bidders previously subject to the last date shall thereafter be subject to the last date as extended

2.18 Modification and withdrawal of Bids

2.18.1 No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered

2.18.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and be declared a "defaulting bidder." In such a situation, the tendering process shall be continued with the remaining bidders as per their ranking.

2.18.3 If the bidder relents after being declared a selected bidder, it shall be reported as defaulting bidder, and EMD of such defaulting bidder shall be forfeited, and the Employer reserves the right to blacklist/ debarred bidder for the next 03 years from participating in any such tender. In such a situation, the tendering process shall be continued with the remaining bidders as per their ranking.

2.19 Contacting the Employer

2.19.1 No Bidder shall contact the Employer on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded

2.19.2 Any effort by a Bidder to influence the Employer's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid

2.20 Employer's right to vary scope of Contract

2.20.1 The Employer may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified

2.20.2 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Employer's changed order.

2.21 Employer's right to accept any Bid and to reject any or all Bids

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

2.22 Notification of award

2.22.1 Prior to the expiry of the period of bid validity, pursuant to Clause 1.12 - Period of Validity of Bid, the Employer shall notify the successful Bidder in writing by registered letter/ courier/ E mail to be confirmed in writing by registered letter, that its bid has been accepted

2.22.2 The notification of award shall constitute the formation of the Contract

2.22.3 Upon the successful Bidder's furnishing of Performance Bank Guarantee for Contract Performance, the Employer may notify each unsuccessful Bidder and shall discharge their EMD

2.23 Award of contract

2.23.1 There shall be only one successful bidder

2.23.2 At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer shall send the Bidder the Proforma for Contract, incorporating all agreements between the parties

2.23.3 Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Employer

2.23.4 Bidder has to agree to honour all RFP conditions and adherence to all aspects of fair-trade practices in executing the work orders placed by the Employer

2.23.5 In the case of Bidder whose bids are accepted, Bidder shall be required to give Performance Bank Guarantee as mentioned in Clause 1.11 – Performance Bank Guarantee

2.23.6 Employer may, at any time, terminate the contract by giving written notice to the Bidder without any compensation, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to Employer

2.23.7 If at any point during the contract, if the Bidder fails to deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination, and Exit Manae- procurement portalent clause shall be invoked

2.24 Tender related condition

2.24.1 The Bidder should conform to the unconditional acceptance of full responsibility of completing the job and executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

2.24.2 The Bidder should not be involved in any litigation that may affect or compromise the delivery of services as required under this contract. If at any stage of Tendering process or during the Contract, any suppression/ falsification of such information is brought to the knowledge of the Employer, the Employer shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

2.25 Rejection criteria

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

a. Pre-qualification Rejection Criteria
   i. Bids submitted without or improper EMD
   ii. Pre-qualification Bid containing commercial details
   iii. Bids received through Telex/ Telegraphic/ Fax/ E-Mail except, wherever required, shall not be considered for evaluation
   iv. Bids that do not conform unconditional validity of the bid as prescribed in the RFP
   v. If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tendering Process
   vi. Any effort on the part of a Bidder to influence the Employer's bid evaluation, bid comparison, or contract award decisions
   vii. Bids submitted by the Bidder after the last date and time of bid submission of bids prescribed by the Employer
   viii. Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder

b. Technical Rejection Criteria
   i. Technical Bid containing commercial details
   ii. The revelation of Prices in any form or by any reason before opening the Commercial Bid
   iii. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect
   iv. Bidders not quoting for the complete scope of Work as indicated in the RFP, addendum (if any), and any subsequent information given to the Bidders
   v. Bidders not complying with the services, functionality, specifications, and other terms and Conditions as stated in the RFP

vi. The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Work and General Conditions of Contract
vii. If the bid does not conform to the timelines indicated in the bid
viii. Bidder not scoring minimum marks as mentioned in RFP

c. Commercial Rejection Criteria
i. Incomplete Commercial Bid
ii. Commercial Bids that do not conform to the RFP's Commercial Bid format
iii. The total price quoted by the Bidder does not include all statutory taxes and levies applicable
iv. If there is an arithmetic discrepancy in the commercial bid calculations, the Employer shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

2.25.2 If bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered

2.26 Fraud and corrupt practices

2.26.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the WO/ Contract/ Agreement and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the WO or the Agreement, the Employer may reject a Bid, withdraw the WO, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the Contract Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.

2.26.2 All the Users in E- procurement portal, i.e., Bidder as well as Employer, agree not to indulge in any corrupt practices, including without limitation any activity or action to influence the transaction on any aspect of contract and commit to taking all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to E- procurement portal. Users agree to follow and adhere to the Integrity Pact guidelines provided on E- procurement portal

2.26.3 The Bidder would represent its business on the E- procurement portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products, and services on the portal and would be required to produce proof of such information if requested at any point in time by the Employer.

2.26.4 The Bidder should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to the bidding process.

2.27 Termination for Default

1. The Competent Authority may, without prejudice to any remedy for breach of contract, by written notice of default sent to the Bidder, terminate the agreement in whole or in part if:

   a) The Draft Reports submitted are non-consistent and are not of industry standard and the same standard of document is observed for 3 consecutive months.

   b) The Bidder fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted by the Competent Authority.

   c) The quality of the delivery of various tasks is not up to the satisfaction of the Competent Authority.

   d) The Bidder fails to perform any other obligation under the agreement.

   e) The Bidder fails to perform any other obligation, which the Competent Authority feels necessary for the best interest of the project.

2. The Competent Authority may at any time terminate the contract by giving written notice of 30 days to the Bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred thereafter to the Competent Authority.

3. In case of termination of contract as mentioned above all Bank Guarantee furnished by Bidder shall stand forfeited.

4. In case of termination by default the value of “service” already rendered as assessed by competent authority after deducting penalties, may be paid to the vendor

Annexure 3 Evaluation Criteria

3.1 Document Elaborating Detailed Evaluation Criteria

i) Only those bidders who qualify all Pre-qualification/ Eligibility Criteria requirements shall be qualified for technical bid evaluation

ii) The Technical Committee (TC)reserves the right to reject a Service in case the offered service does not match the technical requirements/ objectives specified in Technical Bid – Employer's Requirements

iii) The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/ mandatory technical requirements, and the scope of work as defined in this RFP

iv) Any bid found to be non-compliant to the mandatory Technical Requirements, RFP terms, conditions, and work scope shall be rejected and shall not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.

v) Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. However, Employer reserves the right to summarily reject any bid which does not contain all the mandatory supporting document or may ask the bidder to resubmit documents, the decision of Employer shall be final and binding in this regard.

vi) A score would be given to each bidder by Technical Committee (TC) based on the scoring criteria.

vii) Bids that are technically qualified would only be taken up for commercial evaluation

viii) Employer reserves the right to disqualify any bidder based on any relevant criteria, and its decision is final.

ix) The Bidder should submit following documents as a documentary proof:

- **a.** In case of Completed Projects: Service Provider should submit Copy of work order / contract agreement and Completion Certificate, Client Satisfaction Certificate, CA Certified Certificate.
- **b.** In case of Ongoing Projects: Service Provider should submit i. Copy of work order / contract agreement and ii. Certification from the employer/authority/agency

3.2 Bid Rejection Criteria

Bid would be rejected under following conditions:

i. Bids submitted without or improper EMD
ii. Prequalification bid containing commercial details
iii. Technical bid containing commercial details
iv. Bids received through Telex/ telegraphic/ fax/ email, unless requested by Employer,/ social media, shall not be considered for evaluation
v. Bids that do not conform the unconditional validity as prescribed by bid document
vi. If the information provided by bidder is found to be incorrect/ misleading at any stage/ time during the tender process
vii. Any effort on the part of bidder to influence the Employer, bid evaluation, bid comparison, or contract award decisions
viii. Bid submitted by the bidder after the last date and time of bid submission of bids prescribed by the Employer
ix. Bid without the power of authorization and any other document consisting of adequate proof of the ability of the signature to bind the bidder
x. Bidder not pertaining for the complete scope of work as indicated in the bid document, addendum

3.3 Pre-Qualification Criteria

i. In this part, the bid shall be reviewed for determining the Compliance of the Pre-qualification Criteria as mentioned below. Any deviation for conditions of the pre-qualification Criteria shall lead to rejection of the bid
ii. Before opening and evaluating the technical proposals, the bidder is expected to meet all the conditions of the RFP and the pre-qualification criteria as mentioned below. The Bidder failing to meet these criteria or not submitting requisite supporting documents/ documentary evidence for supporting pre-qualification criteria are liable to be rejected.
iii. The Bidder should submit following documents as a documentary proof:
   a. In case of Completed Projects: Service Provider should submit Copy of work order / contract agreement and Completion Certificate /Client Satisfaction Certificate/ CA Certified Certificate.
   b. In case of Ongoing Projects: Service Provider should submit i. Copy of work order / contract agreement and ii. Partial Completion Certificate iii. Client certificate
iv. The Bidder must possess the requisite experience, strength, and capabilities to provide the services necessary to meet the requirements, as described in the RFP. The invitation to the bids is open to all the Bidders who qualify the below eligibility criteria:

S. No.	Criteria	Documentary Evidence
1	The Bidder should be registered under the Companies Act, 1956 or as amended or an LLP firm/ Partnership firm under Partnership Act 1932	▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration
2	The Bidder should be in consulting business in India for a period of the last 15 years as on bid submission date	▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration
3	The Bidder should have an average annual turnover of minimum Rs. 100 Crores during the last three financial years (FY , 2021-22, 2022-23, and 2023-24)	▪ Audited financial statements of last three financial years (FY , 2021-22, 2022-23 and 2023-24 OR ▪ Certificate from the Statutory Auditor on turnover details of the three financial years FY , 2021-22,2022-23 and 2023-24
4	The Bidder should have a Positive Net Worth for the last three financial years (FY 2021-22, 2022-23, and 2023-24)	▪ Audited financial statements & CA Certificate for the years mentioned (for the last three financial years) 2021-2022: Rs. ----- 2022-2023: Rs. ----- 2023-2024: Rs. -----
5	The Bidder should have Project Management Consulting experience of minimum 3 nos. of similar surveillance projects under Safe City/ Smart City as per Government of India scheme. The safe city/ smart city projects should include surveillance and command & control centre in Central/State/UT Government in India.	▪ The participating consulting firm to produce copy of the work order/contract agreement/completion certificate from the client /CA certificate/statutory Auditor Certificate providing details confirming the compliance to the required criteria.
6	The Bidder should not be blacklisted/ debarred by any Central/ State Government as on bid submission	▪ Undertaking signed by the Authorized Signatory of the company to be provided

S. No.	Criteria	Documentary Evidence
	date	
7	The Bidder should agree to support on all components of the Project as mentioned in the scope of work document.	▪ Undertaking signed by the Authorized Signatory of the company to be provided
8	The Bidder should have experience in working Smart City projects as a consultant either in a role of Lead Member or consortium Member for not less than 5 cities.	▪ Copy of the work orders / Agreement signed with the client

Only those bidders who qualify all Pre-qualification/ Eligibility Criteria requirements shall be qualified for technical bid evaluation. All project credentials and financial capability statements should be in the name of the bidding entity only. Cross entity credentials shall not be allowed.

3.4 Technical Qualification Criteria

i) Technical Bids shall then be evaluated for the following broad parameters:

Sr.No.	Evaluation Criteria	Max Marks	Parameter	Marks	Documentary Evidence required
A.	**Past Relevant Experience: Total Marks 50**				
1.	Consultancy experience of projects including CCTV surveillance camera in Government/Public Sector for consulting projects with value greater than Rupees 5 Cr.	15	5 or more projects	15	Detailed credentials of the projects along with Purchase Order and self-certificate from authorized signatory of the Organization
			4 projects	12	
			3 projects	10	
			2 projects	8	
			1 project	6	
2.	The Bidder should have presence in consultancy projects in the state of Assam	10	More than 6 projects	10	
			4 to 6 projects	8	
			2 to 3projects	6	
			1 project	4	

Sr.No.	Evaluation Criteria	Max Marks	Parameter	Marks	Documentary Evidence required
3.	The Bidder should have consultancy experience of designing / monitoring & supervision of CCTV surveillance projects with cumulative 8000 or more Numbers of CCTV cameras in State/Central Government in maximum 5 projects	10	>11001 Cameras	10	
			>10001 -11000 Cameras cumulative in maximum 5 projects	9	
			9001-10000 Cameras cumulative in maximum 5 projects	8	
			8001 – 9,000 Cameras cumulative in maximum 5 projects	7	
			=8000 Cameras cumulative in maximum 5 projects	6	
4.	The Bidder should have consultancy experience of designing / Monitoring & supervision of surveillance projects with Integrated Command Control Centre (ICCC) In India	15	5 or more projects	15	
			4 projects	12	
			3 projects	10	
			2 projects	8	
			1 project	6	
B.	**Proposed Approach & Methodology: Total Marks 20**				
	Understanding of the objectives of the assignment: The extent to which the Consultant's approach and work plan respond to the objectives indicated in the Statement of Work	10	N/A	10	Include as part of proposal
	Completeness and responsiveness: The	5	N/A	5	

Sr.No.	Evaluation Criteria	Max Marks	Parameter	Marks	Documentary Evidence required
	extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference				
	Proposed Project Plan detailing out dependencies and assumptions with action plan	5		5	
C.	**Financial Capability: Total Marks 10**				
	Average Annual turnover of last last 3 Financial years (FY2023-24, FY 2022-23, FY 2021-22) from consultancy services: =>Rs.100 crore upto Rs. 200 crore = 4 marks >Rs. 200 crore upto Rs. 300 crore = 6 marks >Rs. 300 crore upto Rs. 400 crore = 8 marks >Rs. 400 Crores = 10 marks Note: Those who have not audited FY 2023-24, they can submit the CA Certificate or Provisional Audited certificates.	10		10	▪ Audited financial statements of last three financial years (FY, 2021-22, 2022-23 and 2023-24 ▪ ▪ OR ▪ Certificate from the Statutory Auditor on turnover details of the three financial years FY, 2021-22, 2022-23 and 2023-24 ▪

Sr.No.	Evaluation Criteria	Max Marks	Parameter	Marks	Documentary Evidence required
D.	**Quality and competency of proposed resource – 20 Marks**				
1	Competency of the proposed resources (Evaluation as per table below)	20	The profile will be evaluated for: ▪ Relevant educational qualification ▪ Experience of working in Surveillance projects ▪ Similar Projects/ IT/ICT/CCTV Projects	20	Detailed CV of to be provided

Resource Type	Evaluation parameter of resource
Project Manager (7marks)	➢ Total Experience including minimum 12 years of consulting experience in Government/ PSU/UD. ➢ Consulting experience of safe city/smart city/ ITMS /CCTV surveillance or similar projects (having CCTV cameras integration with command-and-control centre) with Government /PSU/UD having minimum 600 numbers of CCTV cameras in a single project ➢ Any relevant certification in Project Management (Prince 2 / PMP or equivalent) ● 12-15 years: 3 Marks ● >15-17 years : 5 Marks ● >17 years: 7 Marks
Network Security Specialist (3.5 marks)	➢ Consultancy experience in State/UT/ central Government in India ➢ Relevant work experience in Network Security with Security Certification: CCNP/CCIE and Command and control centre with CCTV surveillance project

Resource Type	Evaluation parameter of resource
	related experience ● More than 2 years: 1 Mark ● More than 3 years: 2 Mark ● More than 5 years: 3.5 Marks
Cyber Security Expert (2.5 marks)	● Consultancy experience in Cyber Security in State/UT/ central Government of India with Cyber Security Certification: CISSP/CISA/CISM and Command and control centre with CCTV surveillance project related experience 3 to 5 years : 1.5 Marks ● More than 5 years: 2.5 Mark
Server and Storage Specialist (2.5 marks)	● Consultancy experience in Server & Storage with certifications: CCNP(Data Centre)/ SCSP and Microsoft Azure certified in State/UT/ central Government in India, Command and control centre with CCTV surveillance project related experience 3 to 5 years : 1.5 Marks ● More than 5 years: 2.5 Mark
Procurement & Contract Specialist (2.5 marks)	➢ Procurement & Contract Management related experience in Government Sector , Certificate: Valid Procurement related certification ● 5 years: 1.5 Mark ● More than 5 years: 2.5 Marks
Civil Engineer (1 mark)	➢ B.E/B.Tech in Civil from a recognized University under AICTE with minimum work experience of 5 years. ➢ 5 years: 1 Mark
Electrical Engineer (1 mark)	➢ B.E/B.Tech in Electrical/ Electrical and Electronics from a recognized University under AICTE with minimum work experience of 10 years. ➢ Relevant experience of Electrical designing and implementing in ICCC and Data Centre ➢ 10 years: 1 Mark

3.5 Evaluation Criteria of Technical Bid

i) The Technical Evaluation would be done for only those bidders, who comply with the pre-qualification criteria mentioned in Annexure 3 – Pre-qualification Criteria.

ii) Quality and Cost based Selection (QCBS) – 70:30 (Technical: Commercial)

iii) Only those bids which have a minimum technical score of 70% in table above shall be considered qualified. However, the Employer reserves the right to lower the minimum required marks.

iv) The score of the Service Providers will be given by Employer or a committee constituted by Employer organization.

3.6 Evaluation of commercial bids

i) Commercial bids submitted by only those bidders, who have qualified both pre-qualification and Technical evaluation, shall be eligible for further evaluation

ii) Only those Service Providers that have achieved at least minimum qualifying score (70% in this case) will be treated as qualified and only their financial proposals will be opened.

iii) The commercial Bids for the technically qualified bidders shall then be opened on the notified date and time as on the E- procurement portal.

iv) Commercial Bids that are not as per the provided format shall be liable for rejection.

v) In the case of a tie between two or more bidders (i.e. equal commercial quote), the bidder with higher score under technical evaluation shall be ranked first in order

vi) If Bidder quotes NIL charges, the bid shall be treated as unresponsive and shall not be considered for evaluation

3.7 Selection of Bidder

The Selected bidder shall not be declared till the detailed commercial bid is not evaluated. During the evaluation if the Employer finds that the detailed commercial bid is not in order or not complete etc. then Employer shall treat his bid as non-viable and same shall be rejected, and EMD shall be forfeited. In such case next ranked bidder shall be considered for further evaluation and so on till a bidder is selected.

i) If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and Employer reserves right to blacklist such bidders for next three years from participating in any

Employer tender. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

ii) If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and Employer reserves right to blacklist such organization for next three years from participating in any Employer Tender. In such case the detailed commercial bid of next ranked commercial bidder shall be evaluated.

iii) Next ranked commercial bidder also backs out then Employer shall complete the tender process by following the same process again for other remaining commercial ranked bidders

3.8 Final Evaluation of BID

i) After opening and evaluating the Financial Proposals of technically qualified bidders, a final combined score is arrived based on predefined relative weight ages.

ii) The proposal with the highest weighted combined score (quality and cost) shall be selected

Evaluations and Selection Process - QCBS

The overall selection of the Bidders will be on Quality and Cost based Selection (QCBS), the following formula will be used for the evaluation of the bids.

QUALITYCOST BASEDSYSTEM

Illustration

STAGE1:TECHNICAL BIDS EVALUATION

Bidder details	Technical Mark Obtained
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

QCBS Grading System

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
VeryPoor	1-10	10
Zero	0	0

STAGE2:ConversionofTechnicalMarkstoTechnicalScore

Bidder details	Technical Score based on Grading System
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

*Since the eligible technical score should be 70 & above, bidder 3 is rejected

STAGE3:FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	100000/130000*100=**76.92**
Bidder2	1,20,000	100000/120000*100=**83.33**
Bidder4	1,00,000	**100**

LFB =Lowest Financial Bid, **F** =Quoted Amount

Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder1	100	76.92
Bidder2	90	83.33
Bidder4	80	100

Stage5:Combined Technical and Financial Score (CTFS) With Weightage70:30

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	100*(70/100)+76.92*(30/100)	**93.07**(70+23.7)	H1 (Highest Rank Bidder)
Bidder2	90*(70/100)+83.33*(30/100)	**87.99**(63+24.99)	H2
Bidder4	80*(70/100)+100*(30/100)	**86** (56+30)	H3

Annexure 4 Scope of Work

Phase wise Project's scope of work

The Guwahati Smart City Limited is looking to hire a Project Management Consulting Agency for Monitoring &Controlling the Implementation of Intelligent City Surveillance System project in Guwahati.

S.No	Phase	Description	Resource Required	No of Selected Consultant	Months*
1	Implementation phase	1. Review & Approval of Vendor (SI) Documentations 2. Monitoring, Control and Supervision of Project Implementation 3. Monitoring & approval of SI's Procurement plan 4. Material inspection & verification 5. Monitoring of Installation and Commissioning 6. User Acceptance Test 7. Bill verification as per RFP milestone& recommendation 8. Contract Management 9. Devising Remaining Programs	Project Manager	01	12
			Network Security Specialist	01	
			Cyber Security Expert	01	
			Server and Storage Specialist	01	
			Procurement & Contract Specialist	01	
			Civil Engineer	01	
			Electrical Engineer	01	
			Total Count of Manpower	**07**	

S.No	Phase	Description	Resource Required	No of Selected Consultant	Months*
2.	Operation & Maintenance	1. Coordination and Project monitoring for O&M phase 2. Operation Management and Performance Report 3. SLA monitoring and evaluation of bills of system integrator (SI) 4. Data Analysis and Documentation 5. Contract Management	Project Manager	01	24 months
			Network Security Specialist	01	
			Cyber Security Expert	01	
			Server and Storage Specialist	01	
			Total Count of Manpower	**04**	

Terms of reference

PMC scope of work will include all viz. Monitoring, Controlling, verification and approvals of designs and drawings as per necessary IS Standard and contract agreement of SI, Bill Evaluation of SI, and ensuring timely completion of the project of Implementation of City Surveillance Project in the city of Guwahati, Assam and O&M phase.

Phase 1: Implementation Phase: 12 Months- 7 Resources

1. **Monitoring the deployment, customization, integration & configuration of City Surveillance Project**

   i) Validate the project plan and project charter as per the requirements of the Guwahati Smart City for the Monitoring, Controlling and implementation of the City Surveillance project.

   ii) Regular monitoring of the SI's project management information system, configuration management system and issue tracker tools for compliance to contractual obligations.

iii) Review of Monitoring, Controlling documents submitted by SI including the System Requirements Specifications (SRS), System Monitoring, Controlling documents (SDD), Acceptance procedures, Test cases & test plans etc.

iv) Implement the SOP requirements & leading practices for development of the system, data standardization &capturing.

v) Support to enabling process change exercise for enabling safe city environment in the city.

vi) Review the deliverables submitted by SI within a period of 7 Working Days (or as agreed with the Guwahati Smart City Limited) from the receipt of that deliverable.

vii) Highlight deviations/issues in the deliverables of SI to concerned authority within the specified time limits and assisting SI and Guwahati Smart City Limited in resolution of issues.

viii) Ensure that the technology standards, guidelines & frameworks provided by Guwahati Smart City Limited are adhered to during customization.

ix) Suggest and co-ordinate Capacity building needs and training programs for the departmental personnel.

x) Monitor and maintain Issue Tracker and keep on updating the status of all risks and issues from time to time.

xi) Defining the escalation mechanism for timely resolution of issues & risks.

xii) Assist the department in resolution of technical operations and maintenance issues.

xiii) Creation of Knowledge base of documents during the Monitoring, Controlling and development phase.

xiv) Define the Change Control procedure for the project.

xv) Review the change control requests and recommendations on incorporating the same in the system.

2. Monitoring the procurement, deployment & commissioning of necessary IT and hardware

i) Monitoring the installation and commissioning of requisite hardware and system software at various locations and at vehicles (wherever applicable) as per the BOM

ii) Monitoring installation & commissioning of IT infrastructure at Data Center(if applicable)

iii) Monitoring integration of existing cameras installed under Guwahati Smart City project with the Safe City Solution.

iv) Conduct/Facilitate Final Acceptance Testing of the Hardware as per the specifications & quantities mentioned in the SI RFP

v) Create Asset registers and capture all necessary details of monitoring the movement of hardware for the project

vi) Ensure the Facility Management Services of the SI, to ensure system uptime

vii) Provide fortnightly reports

3. Monitoring the procurement, deployment & commissioning of necessary networking equipment and connectivity

i) Work with Telecom service provider/Network service provider to conduct site survey/study to identify the networking requirements;(wherever applicable)

ii) Facilitate the signing of the SLA with Telecom service provider /Network Service provider

iii) Monitor the installation and commissioning of networking equipment's & connectivity at various locations by the SI

iv) Co-ordinate with IT department (if required)

v) Create a system/process for effective monitoring of network availability and escalation leading to resolutions (including use of NMS reports)

4. Capacity Building programs for the City Surveillance Project

i) The skill up gradation, training and sensitization component is the backbone for success of the whole system. The employees and associates engaged in project management would be required to be trained and retrained periodically. Continuous and focused training forms an integral part of the project. PMC will assist Guwahati Smart City Limited in Monitoring, Controlling and implementation such activities as defined in the scope of this RFP

5. Audit of the system

i) The Project Management Consultant will be responsible to conduct the Audit for the system for each phase before rolling it out. The audits would primarily cover (but not limited to)

- **Application audit– which will include:**

  i) Functionality audit vis-a-vis the FRS agreed upon during development phase.

  ii) Identify the nature and type of transactions being processed by the Application Systems.

  iii) Determine systematic measures implemented to control & secure access to the application programs & data including password controls, user authentications, roles & responsibilities, audit trails & reporting, configuration & interface controls etc.

  iv) Review of database structure including

    - Classification of data in terms of sensitivity & levels of access,
    - Security measures over database installation, password policies & user roles & privileges,
    - Access control on database
    - Database restoration and recoverability
    - Audit trails configuration and monitoring process
    - Network connections to database

- **Review of Network & Website – will include:**

  i) Penetration & vulnerability testing,

  ii) Security exposures to internal & external stakeholders,

  iii) Installation of requisite prevention systems like HIPS, IPS etc.

  iv) Redundancy

- **Review & Implement Security Policies & Controls – will include:**

  i) Review of Backup process, including schedule, storage, archival and decommissioning of media

  ii) Physical Access Controls Review (over DC and other critical area)

iii) Review of Change Management Process

iv) Incident management process – covering identification, response, escalation mechanisms.

v) Anti-virus (malware) controls – patching, virus definition file update.

vi) General Computer Controls Review

- **Audit of IT and non-IT Infrastructure –** which will include monitoring the deployment of IT and non-IT infrastructure at various locations including CCTV related Data centers as per the BOM specified for the SI. (if applicable)

- **Performance / SLA Audit** - whether the actual level of performance of the services is the same as specified in the contract of SI. PMU will identify the key issues / bottlenecks in the system and will suggest the mitigation plans.

6. UAT and Go-Live Report

PMC will conduct/assist in the User Acceptance Testing (UAT) and Audit of the system on the completion of the pilot for each phase and will submit a Go-Live Report for each phase. It will be the responsibility of PMC to assess and certify the safe city solution and associated infrastructure & services for each phase ensuring that the solution meets all the functional & security requirements and meets all the standards & specifications as set out and needed to achieve the desired outcomes.

i) The Go-Live report will include (but not limited to) recommendation on:

ii) Hardware at various locations.

iii) Overall deployed solutions under safe city project.

iv) Networking equipment & connectivity.

v) Security & performance standards of the overall solution.

vi) Training to the departmental personnel.

vii) Handholding Support.

viii) Integration with applications of other departments / agencies etc.

ix) Any corrective or preventive actions required from any of the Stakeholders.

x) Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI.

xi) Recommendations for rollout of the project including the suggestions on the rollout strategy.

7. **Impact Assessment report-**

The vendor will prepare impact assessment report on the Project after expiry of the one year of 'project go-live' and every year thereafter or at such short interval as may be required by the GSCL. The report should include the objectives of the project, status of various tasks/services etc. at beginning of the period, efforts made during the period and situation at the end of the period, whether desired objectives were achieved fully or partially, constraints experienced in achieving objectives, suggestion as to overcome the constraints, best practices observed during the period, typical 5-10 case studies on "good" and "not to be repeated" experiences/performances etc. The activity should include views/experiences of internal stakeholders (like Police authorities, official, member of government) and external stakeholder (like citizens, NGOs, media, other government agencies). Consulting team may prepare questionnaire and seek views over those, may collect views from runtime media report, feedback being received from field staff, interview employees etc. Usage level of recorded footage and other solutions for various activities is to be assessed and suggestions to improve the quality of manual and system-based monitoring should be incorporated in the report.

Phase 3: Operation & Maintenance phase: 24 Months (4 Resources)

Services shall be regular based and/or need based and/ or project basis as follows:

1. The PMC will be responsible for supporting the GSCL for monitoring of the compliance of the contractual obligations and SLA of the System integrator. Further the PMC will monitor the contractual obligations of any other service provider engaged for project implementation. The PMC will monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, up-gradation of the hardware or system software etc.
2. O&M will include assisting GSCL with requisite domain knowledge and legal assistance as may be required time to time barring court appearances.
3. Review the SLA performance - capacity and effectiveness of the helpdesk set up by the SI. Various tasks to be handled by Consultant are as follows:

   a. Project Management and Monitoring

   PMC will be responsible for the overall project management and will be responsible to coordinate & communicate with all the stakeholders of the project. Various activities to be taken by the PMC are as follows:

   b. Coordination with various Stakeholders

PMC would be required to coordinate with all the stakeholders and support the GSCL while interacting with various agencies (internal and external) during the course of the project. PMC will build mechanisms to ensure coordination and consultation between all key stakeholders and members of the governance committees on a continued basis to facilitate the execution of the project.

c. Program management and progress reporting

i) Review / Preparation of the monitoring templates for project progress monitoring.

ii) Monitoring the Site preparation to be carried out by the SI

iii) Ensuring that the process based standards, guidelines & frameworks are adhered to during Monitoring, Controlling of system.

iv) Use of project management tools to send periodic updates to all the stakeholders / committees

v) Communicating the progress and deviations to various committees / teams ensuring minimal communication gaps.

vi) Define mechanisms for escalation of issues to concerned authorities and assist in resolution of issues

vii) Ensure attitudinal change in Police Personnel towards citizens and suggest trainings if required

viii) Identify need for additional trainings resulting due to requirements of attitudinal change, change management, change in application, need for refresher trainings etc

d. SLA monitoring

i) Monitoring the performance of the SI against the base project plan.

ii) Measuring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI.

iii) Suggest changes in SLAs, if required

iv) Suggest corrective and preventive measures to GSCL and SI to enhance the performance of the system.

v) Undertake surprise (covert) and scheduled (overt) visits of Integrated Control room and field locations to ensure adherence to SLAs and RFP requirements. Locations shall be pre-approved by GSCL before any such visit is undertaken. At least 3 inspection visits shall be conducted every month.

e. Fund utilization and management

The funds allocated for the project implementation would be released based on utilization and achievement of milestones by the States. The activities will include:

i) Projecting total fund requirements every year for preparation of Budget Estimates

ii) Monitoring the disbursement of funds

iii) Tracking utilization of funds under the project by assessing utilization certificates and utilization reports.

iv) Maintaining and updating the fund tracker on a regular basis.

v) Assisting the GSCL in calculating the penalties and payments to SI as per the payment milestones.

f. Site Preparedness

i) Conduct Site readiness audit of all the locations/vehicles and submit an acceptance plan

ii) Follow up and ensure Site preparation is completed

g. Capacity building and Change Management

Monitor the progress and provide status report on Capacity Building initiative including

i) Review the capacity building needs and strategy for building capacity for the GSCL and Police Department,

ii) Monitoring, Controlling effective Change management strategy for the Guwahati Smart City Limited.

iii) Collaborate with GSCL for complete Change Management, Awareness and Communication implementation,

iv) Monitoring, Controlling mechanisms to monitor the change management & capacity building of the departmental personnel,

v) Monitor the effectiveness of the Capacity building and Change Management programs taken by the SI, Monitor the effectiveness of handholding support provided by SI at various departmental locations.

vi) Study data and project key points of success/failure, weak/strong areas of operations/services

h. Administrative Support

i) Identification of risks and suggesting mitigation plans

ii) Assistance in Monitoring, Controlling the Government orders and other communications that will be circulated across the State for the implementation of the project.

iii) Study data and project key points such as success/failure, weak/strong areas of operations/services.

i. Closure of activities

PMC will define a suitable Exit Management Plan ensuring smooth transition from SI to Guwahati Smart City Limited. An indicative list of various activities covered during this phase is as follows:

i) Handover of project assets either in softcopy or hardcopy format. The artifacts should be clearly titled, indexed and its significance indicated,

ii) Master document in both softcopy and hardcopy format that lists all assets handed over to GSCL with description of each and its significance,

iii) Knowledge transfer to GSCL listing the learning, best practices followed, challenges faced (both managerial and technical), and improvements suggested.

Note: The consultant may be assigned any other task/work incidental to or connected there with the above and for successful implementation and operation of safe city project tendered by Guwahati Smart City Limited.

List of deliverables to be submitted by PMC

Sr. No.	Deliverables	Tasks / Services	Timelines
1	Site Readiness Audit	Conduct Site readiness audit of all the locations under the project and submit an acceptance plan	On Event (Within 10 Working Days of Event) if required
2	SI Deliverable Review Report	Review the deliverables submitted by SI within a period of 1 week or as agreed with the GSCL from the receipt of that deliverable and provide comments within 1 week	On Event (Within 7 Working Days of Event)
3	SI Deliverable Review Report	Highlight deviations/issues in the deliverables of SI to concerned authority within the specified time limits and assisting SI and GSCL in resolution of issues	On Event (Within 7 Working Days of Event)
4	SI Deliverable Review Report	Ensure that the technology standards, guidelines & frameworks provided by RFP are adhered to during installation, customization, testing and commissioning etc.	On Event (Within 7 Working Days of Event)
5	SI Deliverable Review Report	Monitor the migration of existing applications, if any, to the new platforms and ensuring their integration with present CCTV applications is completed.	On Event (Within 10 Working Days of Event)
6	SI Deliverable Review Report	Ensure State specific requirements and integration with the main application are implemented and accepted by the GSCL	On Event (Within 10 Working Days of Event)
7	IT Infrastructure Installation Report	Submission of report on installation of the Hardware, software and networking equipment as per the BOQ.	On Event (Within 7 Working Days of Event)
8	Training Infrastructure Audit Report	Review and audit the training plan,TNA and syllabus, provide training when required	Fortnightly (Within 2 working days of end of period)
9	UAT Report	Conduct/Facilitate User Acceptance Testing of the Hardware as per the specifications & quantities mentioned in the SI RFP	On Event (Within 7 Working Days of Event)

Sr. No.	Deliverables	Tasks / Services	Timelines
11	FAT and Go-Live Report	Successful installation of Hardware at various locations and data center / DR site.	On Event (Within 10 Working Days of Event)
		Networking equipment& connectivity.	
		Security & performance standards of the overall solution.	
		Training to the departmental personnel.	
		Handholding Support.	
		Integration with other departments / agencies etc.	
		Any corrective or preventive actions required from any of the Stakeholders.	
		Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI.	
12	Monitoring Forms	Monitoring, Controlling mechanisms to monitor the activities under the RFP; SOP; change management & capacity building of the departmental personnel	Once and revised if required
13	Preparation of the monitoring templates	Review / Preparation of the monitoring templates for project progress monitoring.	Once and Monthly Review
14	Periodic Updates to Stakeholders	Use of project management tools to send periodic updates to all the stakeholders / committees	On Event (Within 7 Working Days of Event)
15	Minutes of Meeting Preparation; Presentations etc.	Interaction and Coordination with various Stakeholders, preparing minutes, preparing and making presentations, Coordinate workshops and discussion meetings with stakeholders.	On Event (Within 10 Working Days of Event)
16	Asset Register	Create Asset registers and capture all necessary details of monitoring the status of	Once and Quarterly Report

Sr. No.	Deliverables	Tasks / Services	Timelines
		assets created under the project. Create Master document in both softcopy and hardcopy format that lists all assets handed over to GSCL with description of each and its significance.	
17	Asset Register	Create Master document in both softcopy and hardcopy format that lists all assets handed over to GSCL with description of each and its significance.	On Event after FAT (Within 10 Working Days of Event)
18	IT Infrastructure Audit Report	Audit of IT Infrastructure which will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM specified for the SI.	Yearly(Within 10 Working Days of Event)
19	Functionality Audit Report	Functionality audit vis-a-vis the UAT. UAT Report / FRS to be provided by GSCL, Identify the nature and type of transactions being processed by the Application Systems.	On Event (Within 10 Working Days of Event)
20	Database Audit Report	Review of database structure including: Classification of data in terms of sensitivity & levels of access, Security measures over database installation, password policies & user roles & privileges, Access control on database objects – tables, views, triggers, synonyms, etc., Database restoration and recoverability, Audit trails configuration and monitoring process, Network connections to database. In future the database may be changed. The above activities may be needed during the migration from the present database to new database.	On Event (Within 10 Working Days of Event)
21	Network Audit Report prepared by SI	Review of Network, Portal & Website – will include: Penetration & vulnerability testing, Security exposures to internal & external stakeholders, Installation of requisite prevention systems like HIPS, IPS etc.,	Response Within 10 Working Days of Event

Sr. No.	Deliverables	Tasks / Services	Timelines
		Network Redundancy	
22	Security Audit Report prepared by SI	Determine systematic measures implemented to control & secure access to the application programs & data including password controls, user authentications, roles & responsibilities, audit trails & reporting, configuration & interface controls etc.	Yearly (Within 10 Working Days of Event)
		Review & Implement Security Policies & Controls – will include Review of Backup process, including schedule, storage, archival and decommissioning of media, Physical Access Controls Review (DC and other critical area), Review of Change Management Process, Incident management process – covering identification, response, escalation mechanisms, Anti-virus (malware) controls – patching, virus definition file update, General Computer Controls Review, Vulnerability Assessment and Penetration Testing on Periodic basis, assisting STQC audit& QCI Audit.	
23	Review of Facility Management Report prepared by SI	Ensure the Facility Management Services of the SI to ensure system uptime and quality of services.	Fortnightly (Within 2 working days of end of period)
24	KPI report prepared by SI	Prepare Key Performance Indicators, monitor KPIs, review and revise KPI	Quarterly (Within 5 working days of end of period)
25	GIS update report	review progress of GIS updation; prepare strategy to keep GIS continuously update; revise relevant training plan	Quarterly (Within 5 working days of end of period)
26	SOP update report	Assist department in update of SOPs by putting up list of incidents not envisaged in the existing SOPs, Assist in preparation of	Event basis and quarterly

Sr. No.	Deliverables	Tasks / Services	Timelines
		revised response standards in view of experience gathered while dealing with matters and feedback received from FRUs and field officers.	
27	Progress and deviation report	Communicating the progress and deviations to various committees / teams ensuring minimal communication gaps.	Weekly
28	CB & CM Monitoring Report	Monitor the effectiveness of the Capacity building and Change Management programs taken by the SI	Monthly (Within 3 working days of end of period)
		Suggest, evaluate and co-ordinate Capacity building needs and training programs for the departmental personnel.	
29	SLA Monitoring Report	Measuring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI.	Quarterly / Monthly
31	Network Utilization Report	Review of technical matters related to SLA Report when required	Quarterly(Within 5 working days of end of period)
		Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI. PMC will identify the key issues / bottlenecks in the system and will suggest the mitigation plans.	
		Submission of Network utilization report and to suggest effective use of data connectivity at Control Rooms as per RFP and requirements.	
32	Network Utilization Report	Create a system for effective monitoring of network availability and escalation leading to resolutions (including use of NMS reports)	Once and Quarterly Report
33	Budget Estimate and	Projecting total fund requirements every	On Event(Within 10

Sr. No.	Deliverables	Tasks / Services	Timelines
	Revised Estimate Report	year for preparation of Budget Estimates	Working Days of Event)
34	Funds Disbursement Report	Monitoring the projection, allotment, and disbursement of funds under the project	Quarterly (Within 5 working days of end of period)
35	Utilization Report and Certificate	Tracking utilization of funds under the project by assessing utilization certificates and utilization reports Maintaining and updating the fund tracker on a regular basis	Monthly (Within 3 working days of end of period)
36	Escalation Procedure Report Document	Define mechanisms for escalation of issues to concerned authorities, Defining the escalation mechanism for timely resolution of issues & risks, Assist the city Police and GSCL in resolution of technical operations / expansion and maintenance issues/handholding issues etc.; Assist in Resolution of issues.	Once and then on event basis
	Handholding Performance Report	Monitor the effectiveness of handholding support provided by SI.	Monthly (Within 3 working days of end of period)
38	Risk and Mitigation Report	Identification of risks and suggesting mitigation plans for Project	Monthly (Within 3 working days of end of period)
39	Risk and Mitigation Report	Monitor and maintain Issue Tracker and keep on updating the status of all risks and issues from time to time, Regular monitoring of the SI's project management information system, configuration management system and issue tracker tools for compliance to contractual obligations.	Monthly (Within 3 working days of end of period)
	Capacity Building Report	Review the capacity building needs and strategy for building capacity for the city police and GSCL	Fortnightly (Within 2 working days of end of period)

Sr. No.	Deliverables	Tasks / Services	Timelines
40	Change Request and Project Requirement Report	Review the change control requests and recommendations on incorporating the same in the system.	Monthly (Within 3 working days of end of period)
41	Review Change Management Strategy	Monitoring, Controlling effective Change management strategy for the GSCL for the project.	Once
42	Supporting and Monitoring the implementation of Change Management Strategy	Collaborate with GSCL for complete Change Management, Awareness and Communication implementation	Fortnightly Review and Revised if required
43	Change Control Procedure Document	Define the Change Control procedure for the project.	Once
46	Monthly Progress Report	Submission of Monthly reports highlighting the adherence to the project plan or delays and defaults, if any and suggesting the corrective actions thereof. Monitoring the performance of the SI.	Monthly (Within 3 working days of end of period)
47	Monthly Status Report	Submission of System Up time at City CCTV Control Room and their performance	Monthly (Within 3 working days of end of period)
48	Field Visit Report	Field Visit for Monitoring the activities carried out by the FRU, assess their performance, take feedback from citizens, performance appraisal, suggest measures to improve the performance	At least 2 Visits per month
49	Payment Certification	Assisting the GSCL in calculating the penalties and payments to SI as per the payment milestones.	Quarterly (Within 5 working days of end of period)
50	Payment Process	To review the payment procedure and analyse the time taken to process the claims and make payment by the department,	Quarterly (Within 5 working days of end of

Sr. No.	Deliverables	Tasks / Services	Timelines
	Analysis report	suggest corrective measure to cut down delays and to smoothen the process	period)
51	Exit plan	Prepare exit plan, oversee exit process, verify inventories, verify health of assets being handed over, ensure transfer of licenses, AMC, spares, manuals etc.	6 months before expiry of contract
52	Exit Document	Handover of project assets either in softcopy or hardcopy format. The artifacts should be clearly titled, indexed and its significance indicated.	3 months before expiry of the contract
53	Exit Document	Knowledge transfer to GSCL listing the learning, best practices followed, challenges faced (both managerial and technical) and improvements suggested.	3 months before expiry of the contract
54	Advise /comment on CCTV project specific query	Will provide advise/comment on safe city project specific query, based on information available with them and SI	On receipt of such information (Within 10 Working Days of receipt)
55	Impact Assessment Report	Preparation of impact of the project on the status of services by GSCL to citizens.	Annual
56	Any other report	Any other report/ comment/ presentation etc. that may be required by the competent authority for successful implementation, operation, management and monitoring of the project.	As and when may be required.

Annexure 5 Special Terms & Condition

5. Special Terms and Conditions (STC) of the Contract

Definitions

In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them:

* The below definitions are as per the GeM

- **"Agreement" or "Contract"** shall mean the purchase order created/issued by the Employer on E-procurement for the supply of Goods / Services in electronic form, which includes scope of supply, delivery instructions, and specifications, etc. as ordered by Employer against such Contract besides the subject GTC, STC/ATC as the case may be.
- **"Applicable Laws"** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, byelaw, approval, directive, guideline, policy, or other governmental restriction as may be in effect. "Bidder" shall mean organization submitting the proposal in response to this RFP
- **"Bidder's Team"** means the Bidder who has to provide goods and services to the Employer under the scope of this Contract. This definition shall also include any and/or all of the employees of the Bidder, authorized service providers or partners and representatives or other personnel employed or engaged either directly or indirectly by the Prime Bidder for the purposes of this Contract.
- **"Employer"** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs), and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers/Bidders on E-procurement.
- **"Employer's Representative"** means the person, or the persons appointed by the Employer from time to time to act on its behalf for overall co-ordination, supervision, and project management
- **"Change"** shall mean substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents
- **"Competent Authority"**means Managing Director, Guwahati Smart City Limited or any officer notified by him
- **"Contract Performance Guarantee" or "Performance Bank Guarantee"** shall mean the guarantee provided by a Scheduled Commercial Bank/ Nationalized Bank to the Employer on behalf of the Successful Bidder
- **"Contract Value" or "Bid Value"** means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations

- **"Document"** means any embodiment of any text or image; however, it is recorded and includes any data, text, images, sound, voice, codes, databases, or any other electronic documents as per IT Act, etc.
- **"Extra work"** shall mean any work or compliance with any requirements other than a change that is not expressly or impliedly contemplated by the contract documents and which is necessary to be performed for the proper completion of the contracted work. For clarifications, it is declared that any work or operation which shall be necessarily incidental to the adequate performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.
- **"Financial Year,"** in relation to any company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year
- **"GCC"** means General Conditions of Contract
- **"Net worth"** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write -back of depreciation and amalgamation
- **"Notice"** means:
  - notice; or
  - consent, approval, or other communication required to be in writing under this Contract.
- **"Request for Proposal/ (RFP)"** means the documents containing the general, technical, functional, commercial, and legal specifications including different Annexures and includes the clarifications, explanations, minutes of the meetings, corrigendum(s), and amendment(s) issued from time to time during the bidding process and on the basis of which Bidder has submitted its Proposal
- **"Service Level"** shall mean the Contractual Commitment that prevails between the Employer and the Service Provider with regard to the type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response, and issue resolution time-frame, repercussions/penalties/remedies for the service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- **"Services"** shall mean the services offered or provided by the Bidder such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc., listed as Services on E-procurement. The term 'Service' shall also include the supply of goods/articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.
- **"Site" or "Project Location"** shall mean the location of work wherein the work is to be executed under the contract. SITE will be primarily within the Guwahati City."

- **"Seller" or "Service Provider"** shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on E-procurement to sell its Good(s) / Service(s) to the Employer registered on E-procurement.
- **"Tender" or "Tender Document"** means RFP
- **"Term"** means the period of the Contract commencing from the Effective Date and continuing till the last day of Services, or the date of termination, in case of earlier termination of the Contract
- **"Works" or "work"** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- **"Working Day"** means any day on which any of the offices of Guwahati Smart City Limited shall be functioning, including gazetted Holidays, restricted holidays or other holidays, Saturdays and Sundays

Interpretations

- Unless otherwise specified, a reference to clauses, sub-clauses, or section is a reference to clauses, sub-clauses, or sections of this Agreement, including any amendments or modifications to the same from time to time
- Words denoting the singular include the plural and vice versa, and use of any gender includes the other genders
- References to a "company" shall be construed to include any company, corporation, or other body corporate, wherever and however incorporated or established
- Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes, and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them, and each of them individually
- A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted
- Any reference to a "day" (including within the phrase "business day") shall be construed as a reference to a day on which Employer's office is generally open for business
- References to times are to Indian Standard Time (IST)
- A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated, or supplemented at any time
- All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement

- Unless otherwise expressly stated, the words "herein," "hereof," "hereunder," and similar words refer to this Agreement as a whole and not to any particular Annexure. The words "include" and "including" shall not be construed as terms of limitation.
- The words "in writing" and "written" mean "in the documented form," whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys
- Any reference at any time to any agreement, deed, instrument, license, or document of any description shall be construed as a reference to that agreement, deed, instrument, license, or other document as amended, varied, supplemented, modified, or novated at the time of such reference
- Unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include either such days or date

Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder:

- Furnishing by the Bidder, an unconditional, irrevocable, and continuing Bank Guarantee of an amount equivalent to 05% of the contract value for Contract Performance, in a form and manner acceptable to the Employer which would remain valid until such time and be renewable as may be stipulated by the Employer.
- Execution of a Deed of Indemnity in terms of Clause 1.14 – Indemnities
- Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
- Furnishing of such other documents as the Employer may specify
- The Employer reserves the right to waive any or all of the conditions specified above in writing, and no such waiver shall affect or impair any right, power, or remedy that the Employer may otherwise have

Representations & Warranties

To induce the Employer to enter this Contract, the Bidder hereby represents and warrants, as of the date hereof, the following:

a. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how, and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Employer under this contract
b. That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential, or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract
c. That the representations and warranties made by the Bidder in its Bid, RFP, and Contract are and shall continue to remain true and fulfil all the requirements as are

necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Employer specifies to the contrary, the Bidder shall be bound by all the terms of the Bid and the contract through the term of the contract

d. That the Bidder has the professional skills, personnel, infrastructure, and resources/ authorizations that are necessary for providing all such services which are needed to fulfil the scope of work stipulated in the RFP and the Contract

e. The Bidder shall use such assets of the Employer as the Employer may permit for the sole purpose of execution of its obligations under the terms of the Bid, RFP, or this Contract. The Bidder shall, however, have no claim to any right, title, lien, or other interest in any such property, and any possession of the property for any duration whatsoever shall not create any right in equity or otherwise, merely by the fact of such use or possession during or after the term hereof

f. That there shall not be any privilege, claim, or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses, and permits

g. That the execution of the scope of work and the Services herein is and shall be in accordance and compliance with all applicable laws

h. That all conditions precedent under the Contract have been satisfied

i. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Law or any order, writ, injunction, or decree of any court or Governmental Authority binding on the Bidder, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the Bidder

j. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made

k. That the Bidder confirms that there has not and shall not occur any execution, amendment, or modification of any agreement/ contract without the prior written consent of the Employer, which may directly or indirectly have a bearing on the Contract with the Employer

l. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets, and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created valid and enforceable.

m. The Bidder owns, has a license to use, or otherwise has the right to use, which are required or desirable for the performance of its services under this contract. All

Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions required to maintain the same in full force and effect have been taken thereon and shall keep the Employer indemnified in relation thereto

n. That its security measures, policies, and procedures are adequate to protect and maintain the confidentiality of the Confidential Information
o. That in providing the Services or deliverables or materials, neither Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior Employer or any other person or entity
p. That the Bidder shall not employ serving Employer Employees without prior permission of the Employer. The Bidder also confirms that it shall not employ ex-personnel of Employer within the initial two years after their retirement/ resignation/ severance from the service without specific permission of Employer. The Employer may decide not to deal with such company(s)/ firm(s) who fails to comply with this confirmation

Scope of Contract

1. Scope of the Contract shall be as defined in annexure - Scope of Work and in other relevant annexures
2. The Agency is required to provide such services and support as the Employer may deem proper and necessary, during the term of the Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP, and this Contract and are deemed necessary by the Employer, to meet its business requirements (hereinafter 'scope of work').
3. If any services, functions, or responsibilities not specifically described in this Contract are an inherent, necessary, or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract

Key performance measurements

1. Unless specified by the Employer to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work, and the Service Specifications as laid down in the RFP
2. If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Employer specifies to the contrary, the later in time shall prevail over a document of an earlier date to the extent of any inconsistency
3. The Employer reserves the right to amend any of the terms and conditions in relation to the Contract/ Service Specifications and may issue any such directions

that are not necessarily stipulated therein if it deems necessary to fulfil the scope of work. These changes shall be carried as per mutual consent

Commencement and Progress

1. The Bidder shall be subject to the fulfilment of the condition's precedent set out in **Conditions Precedent** of this Section, commence the performance of its obligations in a manner as specified in the Scope of Work
2. The Bidder shall proceed to carry out the activities/ services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract
3. The Bidder shall be responsible for and shall ensure that all services are performed in accordance with the Contract and RFP and that the Bidder's Team complies with such specifications and all other standards, terms, and other stipulations/ conditions set out hereunder

Standards of performance

i) The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. In respect of any matter relating to this Contract, the Bidder shall always act as faithful advisors to the Employer and shall, always, support and safeguard the Employer's legitimate interests in any dealings with Third Parties.

Validity period of rate

i) The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

Price Escalation

i) The EMPLOYER shall not be responsible for any escalation in prices of resources or materials, machinery, equipment, etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever, and the Bidder rates and Bidder's obligation shall remain unaffected by such escalation and/ or increase.

Quality of work

i) The Managing Director, Guwahati Smart City Limited shall be the final authority of the quality of the work and the satisfaction of the standards in respect thereof outlined in the contract documents. Laxity or failure to enforce compliance with the contract documents by the EMPLOYER and/ or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Bidder shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The EMPLOYER has the right to prohibit the use of men/ women and any tools, materials, or equipment which, in his opinion, do not produce work or performance meeting the requirement of the Contract Documents.

Guarantee

i) In addition to any other guarantees and warranty mentioned in the contract documents, the Bidder guarantees that the entire work will be done satisfactorily.

Insurance

i) Without limiting any of his other obligations or liabilities, the Bidder shall, at his own expense, take and keep comprehensive insurance. The Bidder shall take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the EMPLOYER from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same.

Indemnities

i) The Bidder shall at all times hold the EMPLOYER harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the EMPLOYER, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the EMPLOYER may now or at any time have relative to the work or the Bidder's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Bidder or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Bidder shall reimburse the EMPLOYER or pay to the EMPLOYER forthwith on demand without protest or

demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands, and actions which may be brought against the EMPLOYER arising out of or incidental to or in connection with the operation covered by the contract. At the EMPLOYER's request, the Bidder shall at his own cost defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound, or compromise such suit or other finding without first consulting the EMPLOYER.

ii) Whenever any claim against the Bidder for the payment of a sum or money arises out of or under the contract, EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the security deposit of the Bidder. In the event of the security being insufficient, the balance or the total sum recoverable as the case may be deducted from any sum then due or which at any time thereafter may become due to the Bidder under this or any other contract with EMPLOYER. Should this sum be not sufficient to cover the full amount recoverable, the Bidder shall pay to EMPLOYER on demand the balance remaining due

Insolvency or death of bidder

i) In the event of the Bidder being adjudged insolvent or going voluntarily into liquidation or having received an order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Bidder failing to comply with any of the conditions herein specified the Managing Director, Guwahati Smart City Limited shall have the power to terminate the contract without previous notice.

ii) Bidder's heirs/representatives shall, without the consent in writing of Managing Director, Guwahati Smart City Limited, have the right to continue to perform the duties or engagements of the Bidder or under the contract in case of his death. In the event of the Bidder, with such consent aforesaid, transferring his business, and in the event of the Bidder being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Bidder shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Bidder under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the Managing Director, Guwahati Smart City Limited in writing.

iii) Without prejudice to any of the rights or remedies under this contract, if the Bidder dies, the Managing Director, Guwahati Smart City Limited shall have the option of terminating the contract without compensation to the Bidder, which does not amount to Breach of the contract.

Sub Contract

i) The Bidder shall not assign, sub-contract, or sublet the whole or any part of the work covered by the contract.
ii) Managing Director, Guwahati Smart City Limited reserves the right to refuse or permit any person to participate in the works covered by the contract. Bidder shall be and remain primarily and principally liable to the EMPLOYER in terms of and for the due fulfilment of the contracted works.

Payment to agency

i) Every month, the selected Bidder shall submit an invoice and supporting documents to which the services will be delivered. The Employer shall have the right to verify the invoice along with supporting documents.
ii) Based on the verification, the Employer shall make all efforts to make payments to the Bidder within 10 days of receipt of invoice(s) and all necessary supporting documents.
iii) All Payments shall be made in Indian Rupees Only
iv) All payments agreed to be made by Employer to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable.
v) No invoice for extra work or change order on account of change order would be submitted by the Bidder unless the said extra work/ change order has been authorized or approved by the Employer. Any additional work (Not a part of SoW) shall be subjected to the written approval through Change Control Note (A format is given in Annexure IV) before the commencement of such work.
vi) In the event of Employer noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Employer, the Employer may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder.
vii) The Bidder shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Employer or the Bidder.
viii) All payments to the Bidder shall be subject to tax deductions at source under Income Tax Act, other taxes, and deductions as provided for under any law, rule, or regulation. In addition, all costs, damages, or expenses which Employer may have paid or incurred, for which under the Contract's provisions, the Bidder is liable, Employer shall deduct the same from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Employer to the Bidder on a chargeable basis.

Limitation of bidder's liability towards the Employer:

i) The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

Employer's obligations

i) The Employer's Representative shall interface with the Bidder, provide the required information, clarifications, and resolve any issues that may arise during the execution of the Contract. Employer shall provide adequate cooperation in providing details, assisting with coordinating, and obtaining approvals from various governmental agencies in cases where the intervention of the Employer is proper and necessary.
ii) Employer shall ensure that timely approval is provided to the Successful Bidder, where deemed necessary, including Scope of Work. All such documents shall be approved within 15 days of the receipt of the documents by the Employer.

Confidentiality

i) The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/ Contract and/ or EMPLOYER operations, information, application/ software, hardware, data, architecture schematics, Monitoring, Controlling s, storage media and other information/ documents without the prior written consent of the EMPLOYER.
ii) The Employer reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause
iii) "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations.

These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."

Taxes and Duties

i) Bidder shall pay all levies, fees, royalties, taxes, and duties payable or arising from out of, by virtue of, or in connection with and/ or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Bidder and the Bidder shall indemnify and keep indemnified the EMPLOYER from and against the same or any default by the Bidder in the payment thereof

Term and Extension of the contract

i) The term of this Contract shall be initially for a period of 36 months from the effective date of signing of the contract.
ii) If the delay occurs due to circumstances beyond the control of the bidder such as strikes, lockouts, fire, accident, defective materials, delay in approvals, or any cause whatsoever beyond the reasonable control of the Bidder, a reasonable extension of time shall be granted by the EMPLOYER
iii) The EMPLOYER shall reserve the sole right to grant any extension to the term abovementioned on YoY (Year over Year) / monthly/quarterly basis and shall notify in writing to the Bidder, at least 2 (two) months before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the EMPLOYER's discretion, and such extension of the contract, if any, shall be as per terms agreed mutually between the EMPLOYER and the Bidder.

Prices

i) Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract

Consequences of event of default

i) Where an Event of Default subsists or remains uncured, the Employer may/ shall be entitled to:
ii) The Bidder shall in addition take all available steps to minimize loss resulting from such event of default
iii) The Employer may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:
    a) shall specify the nature of the failure; and

b) shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

iv) Terminate the Contract in Part of Full

a) Retain such amounts from the payment due and payable by the Employer to the Bidder as may be required to offset any losses caused to the Employer as a result of such event of default, and the Bidder shall compensate the Employer for any such loss, damages, or other costs, incurred by the Employer in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

b) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such additional costs/ losses and other amounts from the Bidder as may have resulted from such default, and pursue such other rights and/ or remedies that may be available to the Employer under law

Termination

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

a. Where the Employer is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect ay of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract
b. Where it comes to the Employer's attention that the Bidder (or the Bidder's Team) is in a position of an actual conflict of interest with the interests of the Employer, in relation to any of terms of the Bidder's Bid, the RFP, or this Contract
c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Employer shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Bidder/ service provider and to ensure business continuity
d. Termination for Insolvency: The Employer may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Employer

e. Termination for Convenience: The Employer may, by prior written notice sent to the Bidder at least 2 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which work performance under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, EMPLOYER shall pay for accepted services completed up to the date of termination

Disputes Resolution

i) Any dispute arising under this RFP/contract shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties

ii) The Bidder shall at all times hold the department harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the department, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the department may now or at any time have relative to the work or the Bidder's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Bidder or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Bidder shall reimburse the department or pay to the department forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the department arising out of or incidental to or in connection with the operation covered by the contract. The Bidder shall at his own cost at the department request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the department.

iii) Whenever any claim, against the Bidder for the payment of a sum or money arises out of or under the contract, department shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Bidder. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Bidder under this or any other contract with I department .

Should this sum be not sufficient to cover the full amount recoverable, the Bidder shall pay to department on demand the balance remaining due

Time is of the essence

i) Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand, or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Bidder by the specified completion date

Severance

i) In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect

Conflict of interest

i) The selected Bidder has an obligation to disclose to Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the selected bidder or the termination of its Contract.
ii) Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances of conflict between consulting activities and procurement of goods, works or services: A Consultant/ Consultancy concern that has been engaged to provide goods, works, or services particularly third-party audit/ assessment for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. The selected Bidder shall disclose to the Employer in writing all actual and potential conflicts of interest that exist, arise, or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

Publicity

i) The Bidder/ Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Employer first gives the Bidder its written consent.

Governing language

i) The Contract shall be written in the English language. All correspondence and other documents pertaining to the Contract exchanged by parties shall be written in English only.

Force Majeure

i) Force Majeure shall not include any events caused due to acts or omissions of the Bidder resulting in a breach or contravention of any of the terms of the Contract and/or the Bidder's Bid. It shall also not include any default on the part of the Bidder due to its negligence or failure to implement the stipulated or proposed precautions, as were required to be taken under the Contract.
ii) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, i.e., war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events), or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such an event. In addition, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management or recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
iii) In the case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
iv) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
v) Where Consulting firm are required to be present at Client's premises, Consulting firm will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent
    a) any government or similar entity implements restrictions that may interfere with provision of onsite Services;
    b) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or
    c) Consulting firm resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.

Change Control

Change Control Procedure:

i) This part of the section describes the procedure to be followed in any proposed change to this Contract. Such change shall include, but shall not be limited to, changes in the scope of work of Bidder and changes to the terms of payment as stated in the RFP.

ii) Employer recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. Accordingly, the Bidder shall endeavour, wherever reasonably practicable, to effect change without increasing payment terms as stated in the RFP, and the Employer shall work with the Bidder to ensure that all changes are discussed and managed constructively.

a. Change Order stand Contract Amendments

i. In case there is a change request in the Scope of Work, the Bidder shall prepare the "CNS (change note on Scope of Work)" with detailed man-month efforts and cost estimates as mandated by Employer and get it approved by Employer for the additional cost, effort and implementation time

ii. The pricing of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the change

b. The decision of Employer on change being a CCN or CNS would be final & binding on Bidder

i. The Bidder and Employer, while preparing the CNS, shall consider the change only when such change is beyond the Scope of Work, including ancillary and concomitant services required as detailed in RFP.

c. Quotation

i. The Bidder shall assess the CCN/ CNS and complete Part B of the CCN/ CNS. In completing Part B of the CCN/ CNS the Bidder shall provide as a minimum:

- a description of the change;
- a list of deliverables required for implementing the change;
- a timetable for implementation;
- an estimate of any proposed change;
- any relevant acceptance criteria;
- an assessment of the value of the proposed change for CNS;
- material evidence to prove that the proposed change is not already covered within the scope of the project, SLAs, or Contract.

ii. Prior to submitting the completed CCN/ CNS to Employer, the Bidder shall undertake its internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider

the materiality of the proposed change in the context of the Contract, the Project Management including SLAs affected by the change, and the total effect that may arise from the implementation of the change.

iii. The Employer and the Bidder shall establish materiality criteria. Changes requiring no escalation of authority can be implemented. Discussion and Contract as to materiality shall be held in accordance with the Governance Schedule.

iv. Upon receipt of the Change Proposal, the Employer and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, Employer shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly

d. Costs

Bidder shall be responsible for its costs incurred in the quotation, preparation of CCNs/ CNSs, and in the completion of its obligations described in this process provided the Bidder meets the obligations as set in the CCN/ CNS. In the event the Bidder is unable to meet the obligations as defined in the CCN/ CNS then the cost of getting it done by a third party shall be borne by the Bidder

e. Reporting/ Review

The Status on the progress of the Change requests and CCNs/ CNSs shall be reported by Bidder to the Employer periodically, and both the parties on a Fortnightly basis shall review same.

f. Obligations

The Bidder shall be obliged to implement any proposed changes once approval from Employer in accordance with this CCN/ CNS has been given, with effect from the date agreed for implementation

g. Payment for Change Order

Payment for any change order on Scope of Work (CNS) shall be mutually agreed between the Employer and Successful Bidder

Intellectual Property Rights

The Consulting firm may use data, software, Monitoring, Controllings, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consulting firm own in performing the Services. Notwithstanding the delivery of any Reports, the Consulting firm shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working

papers that Consulting firm compile and retain in connection with the Services (but not Client Information reflected in them).Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

Liquidated damages (LD):

If the CONSULTANT fails to deliver any or all of the product or does not perform the services within the time period(s) specified in the Contract, authority shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 % of the price of the undelivered product at the stipulated rate for each week or part thereof during which the delivery of such product may be delayed subject to a maximum limit of 10% of the Contract amount. Such penalty is to be deducted always by the authority from the bill of the firm. Once the maximum of the damages above is reached, authority may consider termination of contract.

Predatory Pricing

i) The Employer may in case of predatory pricing/ abnormally low bid seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If after evaluating the price analysis, the Employer determine that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offer price, the Purchase may reject the bid.

Annexure 6 Service Level Agreement

Service Level Agreement (SLA)

i) Suppose Performance Standards are not complied with due to the non-availability of project staff or inability to provide services according to the Performance Standards, then SLAs will apply to the Bidder.
However, in the case of Force Majeure Events, no penalty shall be applicable to Performance Standards.

ii) Bidder shall note that the below criteria will be applicable on on-site resources only. It shall not be applicable on any other resource working from backend.

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
1	Deployment of resources	Initial deployment of resources	Within 15 days of the signing of the contract	No delays allowed in resource deployment	Delay will cost 5% per week delay on Fixed Monthly Billing towards Personnel Costs. With no payment for the absent resource.

Manpower Replacement

i) Department reserves the right to demand resource replacement on account of non-performance or unprofessional conduct of the resource at client site.

ii) In case department seeks replacement of a resource, the selected consultancy firm shall provide CVs of comparable qualifications and experience, permit the resources to be interviewed by department and if they are required to be deployed by department, deploy them within **15 days** from client's intimation of resource acceptance. Every day of delay beyond this shall attract a penalty of Rs 2000 per day in addition to prorata deduction of relevant resource billing amount.

iii) If a resource need to be replaced due to unforeseen circumstances, the bidder need to give it in written to the client and only upon agreement, the replacement with the same or better profile, as indicated in the bid, may be carried out.

a. If any manpower proposed by the bidder in their bid need to be replaced for any unforeseen reason during contract period, the bidder will replace the said manpower with the same or higher qualification with required experience as proposed in the bid earlier and will be deployed after the approval of competent authority. In case successful Bidder is not able to provide resource as proposed in their bid during

Tendering process, penalty and pro rata deduction as mentioned in point ‘b’ shall be imposed.

Annexure 7 Payment Terms

Payment Terms

i) Every month, the selected Bidder shall submit an invoice and supporting documents to which the services will be delivered. The Employer shall have the right to verify the invoice along with supporting documents.

ii) Based on the verification, the Employer shall make all efforts to make payments to the Bidder within 10 days of receipt of invoice(s) and all necessary supporting documents.

iii) All Payments shall be made in Indian Rupees Only

iv) All payments agreed to be made by Employer to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable.

v) Bidder shall perform all the activities related to the Safe city project as communicated by the Employer/ Client. No extra payment/ invoice shall be generated for that work.

vi) In the event of Employer noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Employer, the Employer may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder.

vii) The Bidder shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Employer or the Bidder.

viii) All payments to the Bidder shall be subject to tax deductions at source under Income Tax Act, other taxes, and deductions as provided for under any law, rule, or regulation. In addition, all costs, damages, or expenses which Employer may have paid or incurred, for which under the Contract's provisions, the Bidder is liable, Employer shall deduct the same from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Employer to the Bidder on a chargeable basis.

ix) Where there is disagreement over the payment matter between Consultant and Competent Authority, the matter would be referred to MD, GSCL whose decision will be final.

x) In case of tours out of Guwahati for the performance of tasks under this RFP, TA/DA shall be payable to the consultant staff as per emoluments admissible to Class I officer in Assam Government. This is applicable only for trips approved by competent authority. **Such payments shall be over and above the fixed amount quoted in the financial bid.** The

upper limit for such expenses would be Rs. 3 Lakhs per year for the complete team for first 3 years and Rs. 5 Lakhs per year for the complete team for next 2 years.

Annexure 8 Penalties

Penalties

i) The ongoing performance and Service Levels shall be as per parameters stipulated by the Employer in this contract, failing which the Employer may, at its discretion, impose Penalties on the Bidder as defined in annexure 6: Service Level Agreement.

Annexure 9Bill of Quantity

Quantifiable Specification / Standards of the Service/ BOQ

i) The total Consultancy period shall be 12 Months Implementation Phase including contract management and 24monthsProject Monitoring Phase starting from the signing of the contract.

S.No	Description of Work	Resource Required	Timeline
1	Implementation Phase	07	12 months
2	Project Monitoring during O&M Phase	04	24 months

ii) Phase wise full-time consultant shall be on boarded on-site at Guwahati Smart City Limited Office, Guwahati to fulfil the scope of work mentioned in the document. If necessary, the other domain resources shall also visit on-site to fulfil the scope of work defined in this document at no extra cost to the Employer.

OR

If the Bidder wants to mix match the required resources according to their timeline/ Workplan/domain, the total man-month of all the resources shall not be more than the contract period.

iii) The Consultant shall be placed centrally at GSCL, Guwahati.

The Employer reserves the right to extend the duration of the contract based on the requirement and approval from the Government.

iv) Employer reserves the right to reject any proposals, whole or in part, to waive any or all informalities and disregard non-conforming, non-responsive or conditional proposals.

v) Suppose any or all proposals are rejected, in whole or in part. In that case, Employer, in its sole discretion, may initiate a new RFP process including all or part of the components of this Request for Proposals.

vi) The Bidder shall raise their invoice on a monthly basis.

vii) No advance payment shall be made.

viii) Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made to deduce TDS (Tax deduction at Source) as per the Income- Tax Act,1961, and any other taxes.

ix) The Employer reserves the right to finalize the bid in case anyone or only one Bid is received.

x) Any additional manpower/input required shall be billable at the rates quotes by the bidder for that particular period.

Annexure 10 Project Experience and Qualifying Criteria

Project Experience and Qualifying Criteria Requirement

Refer to Annexure: Pre-Qualification Criteria and Annexure: Evaluation Criteria

Annexure 11 Education Qualification

Educational Qualification

i) **Full-Time Resource to be deployed by bidder**

The Bidder should furnish the resource details such as the qualifications, experience, certification, and other information as per the format given below and detailed CVs as per the format specified. The resource whose CV is proposed by the Bidder shall be deployed full-time at Guwahati Smart City Limited office, Guwahati. Proposed resources cannot be replaced without the Employer's approval.

The Consultant would be required to deploy an appropriate team headed by a Fulltime Onsite Project Manager and assisted by a suitable team. The bidder should make its own assessment of resource requirement after carefully studying the scope of work, deliverables, timelines and other relevant factors. However,

i) Proposed consultant should be on the payroll of the firm on bid submission date
ii) Consulting firm should try to deploy the resource proposed in response to this tender
iii) Such a team shall include at least One full time project manager and one Full time Onsite Consultant till completion of the project.

iv) Consultant resources with experience of working in Assam/North East may be preferred.

v) The above list is indicative, and Bidder must assess its own requirement after carefully assessing the scope of the work, and capacity and competency of its personnel. Although good care has been taken to detail the resource requirement, but the Bidder must understand the resource requirements for implementation and monitoring of Safe City project in Guwahati. The Bidder should submit the bid accordingly after assessing the actual requirement for performance of tasks involved.

vi) The tables below provide the details on the key tasks assigned to the members of the Consultant and the required skill sets. The tasks assigned for various positions are as follows. Consultant is required to propose CVs for each position which would be evaluated for technical evaluation.

Task Assigned for the resources (Indicative Only)

Sr. No.	Name of Expert	Task Assigned (Indicative Only)
1	Project Manager (1- Full Time, at onsite till completion of the project)	➢ Leading the team & reporting to Competent Authority ➢ Complete project management, risk management and coordination between various stakeholders for smooth implementation ➢ Monitor Implementation of project during all phases ➢ Vendor / SI Management ➢ Prepare Risk Management Plan ➢ Create progress reports & submit to nodal officer ➢ Create template for conducting stakeholder satisfaction feedback of the overall system ➢ Monitoring and reviewing exit management plan provided by vendor, assessing impact of exit procedures suggested by vendor on key stakeholders of proposed City Surveillance Project ➢ Deliver all tasks as defined in this scope of work ➢ Communication and coordination between successful bidder organization and the Department, taking information / notice from Department on behalf of successful bidder and submitting information to department on behalf of the Vendor. ➢ Drafting future RFPs pertaining to selection of SIs for other projects and bid management of such future bids by Guwahati Smart City Limited ➢ Responsible for reviewing the deliverables submitted by SI
2	Network Security (1-Full Time, at onsite till completion of Implementation phase)	➢ Review& recommendation on all technical network design & drawing documents submitted by vendor/ SI ➢ Review & recommendation on FRS / SRS submitted by vendor/ SI

Sr. No.	Name of Expert	Task Assigned (Indicative Only)
		➢ Review & recommendation on network design connectivity and deployment and ICCC related matters ➢ Monitor, evaluate and review the work of the Implementation agency ➢ Conducting Factory Acceptance Tests (FAT) ➢ Coordination with stakeholders for Conducting security audit ➢ Assistance to Project Manager.
3	Server and Storage Expert (1- Full Time, at onsite till completion of Implementation phase)	➢ Review and Recommendations on Data Centre Servers and Storage/ Cloud Data Centre, ICCC related matters ➢ Monitor, evaluate and review the work of the Implementation agency ➢ Conducting Factory Acceptance Tests (FAT) ➢ Coordination with stakeholders for Conducting security audit ➢ Conducting User acceptance tests (UAT) and integration testing for final system acceptance certificates for all respective components. ➢ Assistance to Project Manager.
4	Cyber Security Expert (1 resource) (1- Full Time, at onsite till completion of Implementation phase)	➢ Review & recommendation on cyber security compliances as per CERT-In (Computer Emergency Response Team) guidelines and all technical design & drawing documents submitted by vendor/ SI ➢ Develop and implement network security measures to prevent cyber attacks and malware. This includes using firewalls, intrusion detection systems, and virtual private networks (VPNs) ➢ Conduct regular security checks to detect threats and update computer protection software. ➢ Conduct white hacking tests to determine vulnerabilities in a computer system. ➢ Investigate and analyze data after a security incident to understand how a

Sr. No.	Name of Expert	Task Assigned (Indicative Only)
		breach occurred and prevent future incidents ➢ Educate network users and other employees about computer and network security ➢ Participate as a team member to respond to cyber attacks and network breaches ➢ Review & recommendation on project implementation plan ➢ Monitor, evaluate and review the work of the Implementation agency ➢ Conducting User acceptance tests (UAT) and integration testing for final system acceptance certificates for all respective components. ➢ Develop framework for project Monitoring & Evaluation (M&E).
5.	Procurement & Contract Specialist (1- Full Time, at onsite till completion of Implementation phase)	➢ Assist Guwahati Smart City Limited (GSCL) in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidder's queries, assist in bid evaluation, selection of contractors/ implementing agencies ➢ Assist GSCL in preparation of contract documentation. ➢ Assist in GSCL in contract negotiations and award of contract (s). ➢ Assist GSCL in preparation of Financial Modelling and conducting Financial Assessments. ➢ All Contract Management related activities for City Surveillance Project during the project implementation phase which also includes but not limited to review and recommendation on vendor's procurement planning, change request, variation, cost analysis, penalty etc.
6.	Civil Engineer (1- Full Time, at onsite till completion of Implementation phase)	➢ Review & recommendation on Civil designs and Drawings ➢ Inspections of Civil Sites ➢ Monitoring Civil related works

Sr. No.	Name of Expert	Task Assigned (Indicative Only)
		➢ Assistance to Project Manager.
7.	Electrical Engineer (1- Full Time, at onsite till completion of Implementation phase)	➢ Review & recommendation on Electrical designs and Drawings ➢ Inspections of Electrical works in field level, ICCC and Data Centre. ➢ Assistance to Project Manager.

Suggested qualifications of the resources

Sr. No.	Name of Expert	Qualification criteria required
1	Project Manager (1 resource)	B.E. /B.Tech./M.Tech. Prince 2/PMP certified
2	Network Security Specialist (1 resource)	B.E./B.Tech./M.Tech. (/CS/ETC/IT/EE/I&C) CCNP/CCIE
3	Cyber Security Expert (1 resource)	B.E./B.Tech./M.Tech. in (CS/ETC/IT/EE//I&C) CISSP/CISM/CISA
4.	Server and Storage Specialist (1 resource)	B.E/B.Tech/M.Tech in (CS/ETC/IT/EE//I&C) CCNP(Data Centre)/SCSP and Microsoft Azure certified
5	Procurement & Contract Specialist	MBA in Marketing/SCM
6.	Civil Engineer	B.E/ B.Tech in Civil Engineering
7.	Electrical Engineer	B.E/ B.Tech in Electrical/ Electrical and Electronics

Annexure 12 Formats

FORM 1: Request for Clarifications/ pre-bid queries

Bidders requiring specific points of clarification may communicate with Guwahati Smart City Limited during the specified period using the following format:

Bidder's Request for clarification/ pre-bid queries			
Name of Organization submitting request		Name & position of the person submitting a request	Full address of the Organization including phone, fax, and email points of contact
			Tel:
			Fax:
			Email:
S. No.	Bidding Document Reference(s) (Section number/ page)	Content of RFP requiring Clarification	Points of clarification Required

Note: The name of the organization and the date shall appear on each page of such as document/ email in the header or footer portion

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____
Date: _____

FORM 2: Pre-qualification Bid Cover Letter (Company Letter head)

To,
Managing Director,
Guwahati Smart City Limited,
4th Floor, Aditya Tower,
Opp. Down Town Hospital
G.S Road, Guwahati,Assam-781006

Sub: Submission of the response to the RFP No <> dated <> for Selection of Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam".

Dear Sir,
We, the undersigned, offer to provide Services for Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". in response to the Request for Proposal dated <insert date> and RFP No <> for "Selection of Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". "

We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid and the Commercial Bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Operations of services related to the assignment not later than the date indicated in the RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid validity as stipulated in the RFP document.

We hereby declare that as per RFP requirement, **we are not black-listed/ debarred by any Central/ State Government as on the date of bid submission** .

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____
Date: _____

FORM 3: Pre-qualification Compliance Checklist

S. No.	Criteria	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
1		▪		
2		▪		
3		▪		
4				
5		▪		
6		▪		
7		▪		
8		▪		

FORM 4: Turnover and Net worth Certificate

S. No.	Financial Year	Annual Turnover (Rs. Crores)
1.	Financial Year 2021-22	
2.	Financial Year 2022-23	
3.	Financial Year 2023-24	

Note:The audited Financial Statement for the corresponding year has to be enclosed.

S. No.	Financial Year	Net worth (Rs. Crores)
1.	Financial Year 2021-22	
2.	Financial Year 2022-23	
3.	Financial Year 2023-24	

Note: The audited Financial Statement for the corresponding year has to be enclosed.

Name of the auditor issuing the certificate
Name of the auditor's Firm:
Seal of auditor's Firm:
Date:

(Signature, name of the authorized signatory for the Auditor's Firm)

FORM 5: Conflict of Interest (Company Letter head)

To,
Managing Director,
Guwahati Smart City Limited,
4th Floor, Aditya Tower,
Opp. Down Town Hospital
G.S Road, Guwahati,Assam-781006

Sub: Undertaking on Conflict of Interest regarding "Selection of Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". "

Dear Sir,

I/ We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with City Surveillance Project in the city of Guwahati, Assam. as defined in RFP.

I/ We also confirm that there are no potential elements (timeframe for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold Guwahati Smart City Limited harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by and/ or its representatives, if any such conflict arises later.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

FORM 6: Format for Power of Attorney executed in favour of the Authorized Signatory

It is clarified that the Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the “Letter of Authorization” is to be read as “Power of Attorney”.

[To be executed on stamp paper of appropriate value]

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal”) do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father‘s name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/ Monitoring, Controlling ation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number _____ for ‘<RFP Name>’ dated _____, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Guwahati Smart City Limited, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Proposal and generally dealing with the Guwahati Smart City Limited in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/ or upon award thereof to us till the execution of appropriate Agreement/s with the Guwahati Smart City Limited,

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

IN WITNESS THEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ....., 2023

(Signed by Authorized Representative of the Firm)
Name of the Representative _____
Name of Firm _____

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Signature:	Signature:

FORM 7: Technical Bid Cover Letter (Company Letter head)

To,
Managing Director,
Guwahati Smart City Limited,
4th Floor, Aditya Tower,
Opp. Down Town Hospital
G.S Road, Guwahati,Assam-781006

Sub: Submission of the response to the RFP No <> dated <>for "Selection of Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". "

Dear Sir,

We, the undersigned, offer to provide Project Management Consulting Services for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". in response to the Request for Proposal dated <insert date> and RFP No <> for "Selection of Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". "

We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid (QCBS) and the Commercial Bid.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid validity as stipulated in the RFP document.

We hereby declare that as per RFP requirement, **we are not black-listed/ debarred by any Central/ State Government as on the date of bid submission**

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____
Date: _____

FORM 8: Technical Bid Compliance Checklist

Sr.No.	Evaluation Criteria	Max Marks	Parameter		Marks(self-evaluation)	Documentary Evidence required	Compliance (Yes/No)	Proposal Reference (Page No.)
A.	Past Relevant Experience: Total Marks 50							
5.								
6.								
7.								
8.								

Sr.No.	Evaluation Criteria	Max Marks	Parameter		Marks(self-evaluation)	Documentary Evidence required	Compliance (Yes/No)	Proposal Reference (Page No.)
9.								
	•							
	•							

FORM 9: Summary of Project Citation

#	Project name	Client	Value (in Rs.)	Start/ End date	Current Status	Proposal Reference (Page No.)

Note: Please enclose detail for project criteria in(as mentioned in PQ/TQ) separately

FORM 10: Format for Project Citation

#	Particulars	Details
1.	Name of the project	
2.	Client for which the project was executed and details	
3.	Project Description	
4.	Services Provided by the Consultant	
5.	Project Value in INR	
6.	Consultancy Fees for the Services Provided by the Consultant	

Copy of Work Order/ Agreement/ Client Certificate from authorized signatory

FORM 11: Format for Manpower Details

S. No.	Role	Name of the Resource	Qualifications	Overall Experience (Years)	Compliance as per annexure	Overall Compliance – Yes/ No
1.						
2.						
3.						

FORM 12: CV Format for proposed Project Resource

1.	**Proposed Position**				
2.	**Name of Firm**				
3.	**Name of Expert**				
4.	**Citizenship**				
5.	**Education**				
7.	**Countries of Work Experience**				
Language Skills (mark Excellent/ Good/ Average)		**Language**	**Read**	**Write**	**Speak**
		English			
		Hindi			
		Assamese			
		<Add language>			
8.	**Employment Records**				
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
9.	**Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned**				
Project Name					
Year					
Location					
Client					
Main project Features					
Position Held					
Activities Performed:					
Expert's contact information:					
e-mail:					
Phone:					
Certification (if any):					
I, the undersigned, certify that to the best of my knowledge and belief that					

• This CV correctly describes my qualifications and my experience • I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged		
Name of Expert:	**Signature:**	**Date:**

FORM 13: Commercial Bid Letter (Company Letter head)

To,
Managing Director,
Guwahati Smart City Limited,
4th Floor, Aditya Tower,
Opp. Down Town Hospital
G.S Road, Guwahati,Assam-781006

Sub: Submission of the response to the RFP No <> dated <>for "Selection of Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". "

Dear Sir,

We, the undersigned, offer to provide Project Management Consulting Services for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". in response to the Request for Proposal dated <insert date> and RFP No <> for Selection of Project Management Consulting Agency for Monitoring, Controlling and Implementation of City Surveillance Project in the city of Guwahati, Assam". .

We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid (QCBS) and the Commercial Bid.

We hereby declare that all the information and statements made in this Commercial Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the RFP.

I. DEVIATIONS
We declare that all the services shall be performed strictly in accordance with the RFP documents irrespective of whatever has been stated to the contrary anywhere else in our bid.

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

II. EARNEST MONEY DEPOSIT (EMD)
We have enclosed an EMD in the form of Demand Draft for a sum of Rs. xxxxxxxxxxxx). This EMD is liable to be forfeited in accordance with the provisions of the Section: General Conditions of the Contract.

III. TENDER PRICING
We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

IV. QUALIFYING DATA
We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/ documentary proof in this

regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

V. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in BOQ attached with our Tender as part of the Tender.

VI. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Form 15.

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.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____
Date: _____

BOQ: Commercial Bid Format

S. No.	Resource Required	Units	Total Man-months (A)	Per man-month rate in Rs. (B)	Add GST 18% (C)	Total cost D=(AxB) + (C)x18% in Rs.
1.	Project Manager	01	36			
2.	Network Security Specialist	01	36			
3.	Cyber Security Expert	01	36			
4.	Server and Storage Specialist	01	36			
5.	Procurement & Contract Specialist	01	12			
6.	Civil Engineer	01	12			
7.	Electrical Engineer	01	12			

FORM 15: Format for Contract Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at ---------- by ——————— (Name of the Bank) having its Head/ Registered office at ———————————— (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Managing Director, Guwahati Smart City Limited, Guwahati, Assam which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

<Organization name > a company registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932 with registration number ---------- and having its Registered Office at ----- , India (herein referred to as the 'Agency" for consulting services for Safe City Project, for the work order/ Contact number ---- dated ---- issued by Guwahati Smart City Limited, Guwahati, and selected < Organization name > (hereinafter referred to as the Bidder) for the Agreement by Guwahati Smart City Limited, Guwahati as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Guwahati Smart City Limited, Guwahati, Assam and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. ----/- (Rupees ----------) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____Bank hereby guarantee as follows:

1. The Bidder shall manage the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Managing Director, Guwahati Smart City Limited, Guwahati, an amount not exceeding of Rs. ----/- (Rupees ----) within 21 (Twenty-One) days of receipt of a written demand therefore from Managing Director, Guwahati Smart City Limited, Guwahati stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of Managing Director, Guwahati Smart City Limited, Guwahati is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____(Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, Managing Director, Guwahati Smart City Limited, Guwahati under this Guarantee, whichever is earlier. Any demand received by the Guarantor from Managing Director, Guwahati Smart City Limited, Guwahati prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Managing Director, Guwahati Smart City Limited, Guwahati.

5. In order to give effect to this Guarantee, Managing Director, Guwahati Smart City Limited, Guwahati shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director, Guwahati Smart City Limited, Guwahati or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director, Guwahati Smart City Limited, Guwahati against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director, Guwahati Smart City Limited, Guwahati or any indulgence by Guwahati Smart City Limited to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____
8. The BG is enforceable at Guwahati, Assam.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of Mr._____ its _____and authorised office.

Authorised Signatory _____Bank

Form 16: Change Control Note

CCN No.:	
Requestor Name	Date
Change Request Definition -	
Description – Describe the proposed change.	
Justification – Justify why the proposed changes should be implemented.	
Impact of Not Implementing – Explain the impact if the proposed change is not implemented.	
Change Request Evaluation Analysis (Fill in this section after Managing Director, Guwahati Smart City Limited, Guwahati confirms evaluation is needed)	
Check each that apply ☐ Scope of work ☐ Deployed Manpower ☐ Scope of services ☐ Area of services	
Impact Description – Describe the impact/affect for each of the items checked by change request	

Managing Director, Guwahati Smart City Limited, Recommendations			
Review Date	Reviewer Name	Notes	Recommendation
			☐ Evaluate ☐ Approve ☐ Reject ☐ Defer Until: [DATE]
Financial impact in Rs. : …….. & ..(in words)..			
Rationale for Recommendation – State the rationale for recommendation.			

Change Request Final Management Approval			
Final Approval Date	Name	Title	Recommendation
			☐ Approve ☐ Reject
Special Instructions – Provide any additional information regarding the final recommendation.			