

Selection of an agency for “Implementation of Public address and Surveillance System
Infrastructure in Jabalpur Municipal Corporation, Jabalpur

REQUESTFORPROPOSAL

**“Selection of an agency for “Implementation of Public address and Surveillance
System Infrastructure in Jabalpur Municipal Corporation, Jabalpur”**

RFP Ref. No. JMC/2022/PRO282, Dated 31/05/2022

Jabalpur Municipal Corporation
TEEN PATTI CHOWK,
JABALPUR, MADHYA PRADESH 482002

Selection of an agency for “Implementation of Public address and Surveillance System
Infrastructure in Jabalpur Municipal Corporation, Jabalpur

JABALPUR MUNICIPAL CORPORATION

RFP Ref. No. JMC/2022/PRO282, Dated 31/05/2022

Request for Proposal

JMC, invites online proposal for “**Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur Municipal Corporation, Jabalpur”** from eligible firms having experience of similar type of work. Interested bidders may obtain detail RFP Document, from www.mptenders.gov.in.

Particulars:	
Tender reference Number	PRO282
Online Pre-Bid Meeting	10 Aug 2022
Last date of online Submission	23 Aug 2022
Date of opening of Technical Bids	24 Aug 2022
Tender Document Cost	Rs.10,000/- (Online Only)
Earnest Money Deposit	Rs 75000 /- (Online Only)

DISCLAIMER

Selection of an agency for “Implementation of Public address and Surveillance System
Infrastructure in Jabalpur Municipal Corporation, Jabalpur

The information contained in this REQUEST FOR PROPOSAL document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Jabalpur municipal corporation (“JMC”) 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 not an agreement and is neither an offer nor invitation by JMC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by JMC in relation to the Project. 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 JMC, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements 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 may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. JMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

JMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or 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, completeness or reliability 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 for participation in this bid stage.

JMC 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.

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

The issue of this RFP does not imply that JMC is bound to select a Bidder or to appoint the Preferred Bidder or Successful Bidder, as the case may be, for the Project and JMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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1. Abbreviations & Definitions

AOI	Area of Interest
API	Application Programming Interface
Authorized Signatory	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal, or quotation in electronic format
Bidder / Service Provider / Supplier	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMM/ CMMI	Capability Maturity Model / Capability Maturity Model Integration
Contract/ Procurement Contract	A contract entered between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order
Day	A calendar day as per GoI.
DD	Demand Draft
DLP	Defect Liability period
GIS	Geographic Information System
Goods	All articles, material, commodities software, and any other category of goods purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves

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GST	Goods & Services Tax
GoI	Government of India
ICCC	Integrated Command and Control Centre
ICT	Information and Communication Technology
ISP Internet service Provider	ISP Internet service Provider
IMU	Inertial Measurement Unit
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IA	Implementation agency
IT	Information Technology
ITB	Instruction to Bidders
ITMS	Integrated Traffic Management System
JMC	Jabalpur municipal corporation
LD	Liquidated Damages
LoI	Letter of Intent
LAN	Local Area Network
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
O&M	Operations & Maintenance
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
PV	Present Value
RFP	Request for Proposal
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally

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	defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SITC	Supply, Installation, Testing & Commissioning
SPV	Special Purpose Vehicle
SCP	Smart City Proposal
SOP	Standard Operating Procedures
SI	System Integrator
MSI	Master System Integrator
TPA	Third Party Auditors
TQ	Technical Qualification
UAT	User Acceptance Testing
UPS	Uninterruptible Power Supply

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2. Notice Inviting Tender

Dated:

**RFP for “Selection of an Agency for Implementation of Public Address and Surveillance system Infrastructure in Jabalpur Municipal Corporation”
Jabalpur.**

The Jabalpur municipal corporation represented by ED, now invites bids from eligible Implementation Agency / System Integrators for this project.

The complete BID document (Tender Document) can be viewed / downloaded from the MP E-procurement and Jabalpur municipal corporation (www.mpeproc.gov.in and www.JMCjabalpur.org.)

Bid must be submitted online at, as per instructions of RFP. Bids received online shall be opened on Day/Month/Year (at 11: 00 hours IST). Bid through any other mode shall not be entertained.

Please note that JMC reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Executive Director

Jabalpur Municipal Corporation

Teen Patti Chowk, Jabalpur, Madhya Pradesh 482002

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3. Bidding Data Sheet

Authority /Department Name	Jabalpur municipal corporation
Tender Number	XXXX
Name of Work	Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation, Jabalpur”
Name of Issuer of Tender	Executive Director, Jabalpur municipal corporation
Period of Contract	12 weeks of implementation and 3 years of O&M
Last date and time to submit queries	
Date and time of Pre-Bid Meeting	
Last date of Purchase Tender	
Date of Online Bid Submission	
Date of Opening of Technical Bid	
Technical Presentation Date	
Date of Opening of Financial Bid	To be Notified Later
Place of Bid Opening	Jabalpur municipal corporation
Address for Pre-Bid Meeting and other communication	Jabalpur municipal corporation (JMC), TEEN PATTI CHOWK, JABALPUR, MADHYA PRADESH 482002
EMD amount / Bid Security	75,000
Tender fee	10,000
Availability of Tender	www.mptenders.gov.in EMD and Tender cost should be submitted online
Validity of Proposal	Proposals must remain valid 180 days after the Submission date.
Consortium	No Consortium allowed
Bid Evaluation	The selection will be done through Quality cum least cost-based Selection process. Technically qualified bidder with least cost will be awarded.

Note: JMC reserves the right to change any schedule of bidding process.

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4 General Conditions of Contract (GCC)

4.1 Definitions

Unless the context otherwise requires, the expressions wherever used in the Contract shall have the following meanings:

- a) **“Additional Services”** means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the bidder only after receiving a written communication from the Client.
- b) **“Applicable Law(s)”** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.
- c) **“Assignment”** shall mean the Services to be provided, carried out and/or performed by the Bidder under the terms of the Contract for JMC Project.
- d) **“Affiliate” or “Associate”** shall mean a body corporate or any other legal entity which is under the control of the Bidder or does have control over the Bidder, directly or indirectly.
- e) **“Business Day”** means a Day, other than Saturday and Sunday, on which banks in Jabalpur are open for normal banking business.
- f) **“Competent Authority”** means the agency or the person authorized by Government of Madhya Pradesh, to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations. Different persons or authorities may be authorized to perform different functions.
- g) **“Contract Price”** or means the Fee payable/paid by the Client, under the terms of the Contract, to the bidder.
- h) **“Bidder”** means the person or entity contracted with the Client to provide the Services as specified in the Contract.
- i) **“Contract”** or **“Agreement”** means the contract Agreement entered between the Client and the bidder together with all the Appendices, Annexure and schedules mentioned and enclosed hereto.
- j) **“Client’s Representative”** means any individual or any agency appointed by the Client to act on its behalf for the Assignment.
- k) **“Days”** refer to calendar days, unless otherwise stated.
- l) **“GCC”** means the General Conditions of Contract.
- m) **“JMC”** means Jabalpur municipal corporation incorporated under the provisions of the Companies Act, 2013.
- n) **“JMC Area”** means the area as denoted in the Jabalpur municipal corporation Proposal, as amended from time to time.
- o) **“Government”** means the Government of Madhya Pradesh (GoMP) and the Government of India (GoI) and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- p) **“Letter of Appointment”** or **“LOA”** means the letter No. dated _____ issued by JMC to the Bidder including all other letters as may be issued by the Client or anyone of them incidental and in relation thereto in respect of the Assignment.

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- q) **“Party” means** the Client or the bidder, as the case may be, and “Parties” means both collectively.
- r) **“Personnel”** means persons engaged by the bidder to the performance of the Services or any part thereof.
- s) **“Project”** means the Provide the services to JMC.
- t) **“RFP” or “RFP Document”** means Request for Proposal documents issued by the Client to the shortlisted parties for the Services including any amendments thereof made from time to time.
- u) **“SCC”** means the “Special Conditions of Contract” of the Contract Supplementing the General Conditions of Contract.
- v) **“Services”** means and includes the Scope of Services to be provided or carry out or performed by the bidder pursuant to the terms of the Contract and as described in RFP Document.
- w) **“Technical Advisory Committee”** means the Committee that may be appointed by the Client to review the Services rendered by the Bidder as per the scope of Services.
- x) **“Third Party”** means any person or entity other than the Client and the Bidder.

4.2 Notices

- Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier or facsimile to the address of the Party set forth in the SCC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.
- However, notices delivered by facsimile shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question

4.3 Location

- The Scope of Services shall be performed by the Bidder as per the terms specified in the RFP Document and the Contract.
- The Bidder shall in normal course attend meetings in Jabalpur/ Bhopal or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, GoMP and Technical Advisory Committee as may be considered necessary by the Client.

4.4 Authorized Representatives

- Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or by the Bidder may be taken or executed only by the officials designated and authorized by the Parties as specified in the SCC unless changed subsequently by either of them in writing.

4.5 Taxes and Duties

- Unless otherwise specified in the SCC or any subsequent communication, the bidder shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws of India, the amount of which shall be deemed to have been included in the contract Fees.

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4.6 Scope of Services, Commencement, Completion, Modification of the Contract

4.6.1 Scope of Services

The bidder shall provide the Services in terms of the scope of Services, as mentioned and in the manner provided in the RFP Document and the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Bidder. The Bidder shall provide, carry out and/or perform the Services/ Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 4.6.5.

4.6.2 Effectiveness of Contract

The Contract shall come into effect on the date the Contract is signed by both the Parties unless otherwise stated in the SCC.

4.6.3 Commencement of Services

The Bidders shall commence the Services after execution of the Contract as mentioned in the Letter of Appointment issued by the Client.

4.6.4 Term and Expiration of Contract

Unless terminated earlier, the Term of the contract shall commence from the date of effective date of the Contract up to the period given in the Document.

4.6.5 Modification

- Modification of the terms and conditions of the Contract, including any modification of scope of Services or of the Contract Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.
- Any change, modifications or re-work carried out owing to the errors or omissions based on technical due-diligence of data and information collected by the Bidder and any incidental service necessary for completeness of such work shall not be deemed as Additional Services no matter how material or substantial the revisions or additions are or no matter whether the report has been approved by the Client or not. The entire responsibility of technical due diligence of data and information for carrying out the Services shall rest with the Bidder.
- For any Additional Services provided by the Bidder at the request of the Client, the Client shall pay the Bidder additional fees as may be mutually agreed in writing. This will be in addition to the Contract Fees agreed in the Contract.
- Any modifications suggested by the Technical Advisory Committee as per the scope of Services before the approval of any of the deliverables shall be considered and incorporated by the Bidder in carrying out the Services. The same shall not be considered as Additional Services and shall be provided within the Contract fees provided under the contract.

4.7 Termination

4.7.1 by the Client

- The Client shall have the right to terminate the Contract, by giving not less than 30 (thirty)

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days’written notice of termination to the Bidder; to be given after the occurrence of any of the events specified in paragraphs (a) through (i).

- a. If the Bidder does not remedy or cure a default/failure in the performance of the Services under the Contract, within a period of 30 (thirty) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing.
- b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a continuous period of not less than 60 (sixty) days.
- c. If the Bidder becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;
- d. If the Bidder fails to comply with any final decision reached as a result of arbitration proceeding;
- e. If the Bidder submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Bidder knows to be false;
- f. If the Bidders, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- g. For the purpose of this Clause:
 - **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a Client and public official in the selection process or in Contract execution.
 - **“Fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Client and includes collusive practice among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- h. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- i. In case the Bidder does not perform the Services as per the Contract.

4.7.2 Cessation of Rights and Obligations.

- Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for the Services on part of the Bidder, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

4.7.3 Cessation of Services

- Upon termination of the Contract by notice of the Client, the Bidder shall, immediately upon receipt of such notice, take all reasonably practicable and necessary steps to bring the Services to a close in a prompt and orderly manner

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without causing inconvenience to the Client and shall make reasonable efforts to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Client for the use of the Bidder which are the property of the Client, the Bidder shall proceed to deliver the same to the Client, the delivery of documents prepared by the Bidder being subject always to the payment by the Client of all fees and costs becoming properly due under this Agreement.

- In case the Bidder does not perform as per the conditions of the Contract, the Client may after giving notice to the Bidder, engage external Bidder at reasonable market rate to perform the Services not so performed, at the risk and cost of the Bidder.

4.7.4 Payment upon Termination

- Upon earlier termination of the Contract the Client shall make the payments to the Bidder on proportionate basis for the Services satisfactorily rendered and/or performed by the Bidder up to the date of notice of termination. The Client shall not make any direct payments to any sub-Bidder appointed by the Bidder and shall not be responsible for any liabilities thereof.

4.8 Obligations of the Bidder

- The Bidder shall provide the Services and carry out and perform its obligations hereunder with all due diligence, professional prudence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to the Contractor to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the Sub-Bidder or any Third Party.
- In addition to the above, the Bidder shall also comply with the provisions as mentioned in SCC (special conditions of the contract).

4.9 Conflict of Interests

4.9.1 Bidder Not to Benefit from Commissions Discounts, etc.

- The fees of the Bidder shall constitute the Bidder's sole fees in connection with the Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contractor to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best effort to ensure that the Personnel, any Sub-Bidder, and agents of either of them, similarly shall not receive any such additional fees from any third party.

4.9.2 Confidentiality

- The Bidder shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information

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of the assignment to anybody except on specific instructions in writing from the Client.

- The Bidder, their Sub Bidder and the Personnel of either of them shall not utilise & disclose any proprietary or confidential information relating to the Services, the Contract or the business or operations of the Client without the prior written consent of the Client. This obligation shall not apply to information:
 - i. which is or becomes available to the public other than by breach of the Contract; or
 - ii. which is in or comes into the possession of the receiving Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or
 - iii. which is required by law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least fifteen (15) days prior to such disclosure and the disclosure is limited to the minimum extent possible;

4.10 Insurance

The Bidders shall obtain and maintain at their own cost insurance as mentioned below

- Professional liability insurance with a minimum coverage of twice the Project Fees. Such insurances shall be on an each and every claims basis.
- It may be noted that the insurance policy shall start from/before the date of commencement of the Services and remain effective as per relevant requirement of the Contract/Agreement; and
- The Bidder shall take the insurance and shall provide evidence to the Client, showing that such insurance has been obtained and maintained and that the current premiums have been paid.

4.11 Indemnity

1. The Bidder (the "Indemnifying Party") undertakes to indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Indemnified Party") against any and all suits, proceedings, actions, demands and claims from third parties for any bodily injury, death, loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Agency of any of its obligations under this RFP/Agreement/Scope or any related agreement or on account of any defect or deficiency in the provision of services by the Agency to any User or from any negligence of the Agency under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Indemnified Party.

2. The Agency further agrees to indemnify and hold harmless the "Indemnified Party" promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. Failure of the Agency to comply with Applicable Laws and Applicable Permits;
- ii. Payment of taxes required to be made by the Agency in respect of the income or other taxes of the Agency's contractors, suppliers and representatives;

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- iii. Any misstatement or any breach of any representation or warranty made by the Agency;
- iv. The failure by the Agency to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Agency;
- v. All losses or damages arising from claims by third parties that any deliverable (or the access, use or other rights thereto), created by the Agency pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by the Bidder, its agents or sub-contractors pursuant to this Agreement, or if any of the services, goods, products, output, (a) infringes a copyright, trade mark, trade design enforceable in India, (b) infringes a patent issued in India, or (c) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any deliverable (or the access, use or other rights thereto) created by (a) implementation of project by the Authority itself or through other persons other than the Agency or its sub-contractors; (b) third parties (i.e., other than the Bidder or sub-contractors) at the direction of the Authority;
- vi. Any compensation / claim, including all legal, administrative, arbitration fees, to be paid to any third party arising out of proceedings against the Authority due to any act, deed or omission by the Agency;
- vii. Non-payment of amounts due as a result of materials or services furnished to the Agency or any of its contractors which are payable by the Agency or any of its contractors;
- viii. Any claim, suit, petition, notice filed/issued by a workman, employee, sub-contractor, partners, vendors, service provides, engaged by the Agency for carrying out work related under this Agreement.

For the avoidance of doubt, indemnification of losses pursuant to this clause shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made to the indemnified party or any claim for breach of any of the terms and conditions shall also include payment of applicable taxes.

3. In the event that the Authority (the “Indemnified Party”) receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this clause, it shall notify the Agency (the “Indemnifying Party”) within 15 days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

4. Notwithstanding anything to the contrary contained in this clause, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

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5. This Article shall survive the termination of the Agreement.

4.12 Bidder’s Actions Requiring Client’s Prior Approval

The Bidders shall obtain the Client’s prior approval in writing before taking any of the following actions:

- Appointing such members or the Personnel not listed by name in RFP Document; and
- Any other action that may be specified in the SCC.

4.13 Reporting Obligations

- The Bidders shall submit to the Client, the reports and documents specified in RFP Document and number in the form and within the periods set forth in RFP Document.
- The Client will appoint Engineer/ representative as Client’s Representative to undertake review of the Bidder’s work as per the Contract. The Services as per RFP Document may be reviewed by the Technical Advisory Committee. The Bidder shall submit all reports and documents as specified in RFP Document to the Client. The Bidder would also be required to make presentation on the progress of works before Client’s Representative and incorporate the comments/suggestions.
- In furtherance of the obligations undertaken by the Bidder under the Contract, the Bidder agrees that the Client shall have the right to seek a review, whether on-site or off-site of the activities and records of the Bidder in relation to and/or connected to the Assignment and the Services to be performed by them hereunder. Such review may be conducted by the Client through its personnel, agents or representatives and the Bidders shall offer all reasonable and practicable co-operations in such reviews.

4.14 Documents supplied by the Bidder to be the Property of the Client

- All data and information collected for the purpose of the Assignment (collectively called as “Data”) and plans, specifications, maps, images, photographs, designs, reports, and other documents (collectively called as “Documents”) as may be submitted by the Bidders shall become and remain the property of the Client, and the Bidders shall upon termination or expiration of the Contract, deliver all such documents to the Client. The Bidder may retain a copy of such documents but shall not use the same for any other purposes.

4.15 Intellectual Property Rights of Assignment

- Bidder shall hand over all the working papers, Workable and editable Models with all linkages as developed for the assignment, Business Plans and all related workings and outputs of the assignment generated for executing the assignment on successful completion of the assignment in editable soft and hard copies.
- Such documents, working papers, analysis, workable and editable Models as developed for the assignment and all related workings and outputs are the Sole Property of the Client and the Bidder shall treat all this

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information Confidential and shall not share the same with anybody else except on specific written instructions of the Client.

- The certification and other documentation provided to the Client by the Bidder are solely for the purpose of the Assignment under the Contract, and intellectual property therein to the extent and for the purpose of the Assignment remain vested with the Client and the Bidder shall not use the same or any part thereof for any other client.

4.16 Obligations of the Bidder

- The main objective of the Assignment is to provide, carry out and/or perform the Services as per the terms of RFP Document and the Contract.
- The Bidder shall study carefully the technical information provided by the Client and shall visit the site as and when required. In the event that the Bidder becomes aware of any errors or doubts about the information and data provided, the Bidder shall notify in time in writing.
- The Bidder shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their Sub-Bidder at their own risk and responsibility. The prime responsibility rests with the Bidder for any of the tasks and activities that are performed by their Sub-Bidder(s). The Bidder shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.
- The Bidder shall designate at their cost a representative authorized to render decisions on the Bidder behalf and to exercise the duties and obligations of the Bidder and to deal with matters in relation to the Assignment.
- The Bidder shall be complied with all the procedures, rules, regulations, and compliances applicable in India for the Services.
- The Bidder at all Stages shall coordinate with the other parties associated or appointed by the Client for this Assignment.
- The Bidder would assist the Client in obtaining approval from GoMP i.e. Any technical inputs/presentation required to be undertaken for such approval as per good industry practice.

4.17 Bidder's Personnel

- The Bidder guarantees that the proposed Key Professionals of the Bidder as mentioned in RFP Document for this Assignment will be available throughout the duration of the Assignment. The Client will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Client is not satisfied with performance of any of the Key Professionals, the Bidder shall at the Client's request specifying the grounds, therefore, forthwith provide as a replacement a Professional with qualifications and experience acceptable to the Client. Any proposed substitutes shall have equivalent or better qualifications and experience than the original Professional.

4.18 Bidder's Liability

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- Subject to additional provisions, if any, set forth in the SCC, the Bidder's liability under the Contract shall be the liability of the Bidder under or in connection with this assignment whether in contract for breach of statutory duty, tort, negligence or otherwise howsoever arising, shall not exceed 100 percent of the amount of the total Project Fee.

4.19 Bidder's Representations and Warranties

Bidder represents and warrants to the Client that:

4.19.1 Corporate Existence and Power

- The Bidder (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power, and authority to enter and execute the Contract.

4.19.2 Authorization, No Contravention

- The execution, delivery and performance by the Bidder of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Bidder (b) do not violate, conflict with, or result in any breach, default, or contravention of any law applicable to the Bidder, including Applicable Law. The Contract constitutes the legal, valid, and binding obligation of the Bidder, enforceable against the Bidder in accordance with its terms.

4.19.3 Litigation

- There are no contractual or tortious or any other claims pending against the Bidder or that have been threatened in arbitration or before any judicial authority against the Bidder which could have an adverse effect on their ability to perform their Services under the Contract.

4.19.4 Corrupt Practices

- The Bidder has not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Bidder.

4.19.5 Expertise of the Bidder

- The Bidder has and shall apply their reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Bidder

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alone shall be responsible
arising from their incorrectness.

and liable for any

consequences

4.20 Obligations of the Client

4.20.1 Change in the Applicable Law

- If, after the date of the Contract, there is any change in the Applicable Law with respect to (increase/ decrease) of taxes and duties, the bidder has to bear all the taxes, duties, levies, or transportation charges etc. excluding GST. Please refer clause 6.4

4.20.2 Services and Facilities

- The Client shall, on best effort basis, make available to the Bidder the information, documents and facilities required for satisfactory completion of this Assignment as may be available with it.

4.20.3 Obligations of the Client

- The Client shall facilitate the Bidder by providing all the necessary support and arrangements to procure data and information.
- The Client shall designate an Engineer/ representative to render decisions on behalf of the Client and to exercise duties and obligations of the Client as may be delegated to him and to deal with matters in relation to the Assignment.
- The Client shall render written decisions as early as reasonably possible, but not exceeding 15 (fifteen) Business Days at the maximum after receiving written documents submitted by the Bidder that require the decision of the Client in order to avoid delay in the progress of the Bidder's Services.
- The Client shall review the documents provided by the Bidder as early as possible and provide decisions and replies to avoid any delay in the progress of the Services. The Client shall immediately notify the Bidder in writing in the event it becomes aware of any non-conformance of the documents with provisions of the Contract.
- The Client shall consult with the Bidder before issuing interpretations of documents prepared by the Bidder.
- The Client shall provide to the Bidder and/or its agents access to the Site for execution of Services under the Contract.

4.21 Contract Fee

- The Lumpsum Fee for the Services shall be paid in Indian Rupees which shall be firm and shall not be subject to any escalation, whatsoever. The Contract Fee will be inclusive of all applicable taxes, duties and levies but will not include GST which will be reimbursed by the Client. The Client or anyone of them shall not be liable for any additional cost as may be incurred by the Bidder in addition to the Contract Fee.

4.22 Force Majeure

4.22.1 Definition

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- For the purposes of the Contract, “**Force Majeure**” means any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Act of war, prolonged failure of energy, revocation of approvals granted by the government, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

4.22.2 No Breach of Contract

- The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract insofar as such inability or failure arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

4.22.3 Extension of Time due to Force Majeure

- If performance of obligations hereunder is affected by a Force Majeure incident, the affected Party shall notify the other Party in writing within fourteen (14) days from the occurrence of the incident with sufficient proof thereof. Any period within which a Party is prevented from completing any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4.22.4 Payments

- Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, the Bidder for Services performed prior/ up to notice of such Force Majeure incident including, the work in progress, mutually agreed by both the parties.

4.22.5 Suspension of Assignment by the Client due to Force Majeure or otherwise

- If the Client suspends this Assignment through no fault of itself or due to factors beyond the control of the Client (including Force Majeure), the Client shall notify the Bidder in writing within thirty (30) days. When the Assignment is resumed within six (6) months and there are no modifications, the Contract shall continue to be in vogue, and the Consultancy Fees shall not be changed. The Client

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shall provide for the Bidder a reasonable period for the resumption of the Services. In case the suspension is beyond six months period, the parties would mutually decide on the time for remobilization. The compensation to the Bidder would be mutually decided and agreed upon.

4.23 The Governing Law

- The law governing the Contract shall be Laws of India and courts at Jabalpur shall have exclusive jurisdiction.

4.24 Settlement of Disputes

- Any difference or dispute arising out of or in relation to this contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Employer and the Bidder. After notifying the difference by either Party, the authorized representative of the Parties shall meet for negotiation at a mutually agreed date, time, and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.
- In case of dispute is not resolved amicably within 30 (days) or in case of failure of amicable settlement, then the matter will be referred to Arbitration. The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Jabalpur. Each Party shall appoint one arbitrator and the two arbitrators appointed by the parties will appoint a presiding arbitrator (third). The decision of the Arbitration panel shall be final and binding on the parties.
- The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Award made by the sole Arbitrator shall be final and binding on the Parties.
- The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Jabalpur. The courts at Jabalpur shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.

4.25. Preference for Make in India (PMI)

- In conformance to the DOT MII and MIII Guidelines to promote Make in India, the bidders are encouraged to include products made in India in their bid.
- All the Bidders to note that Govt. of India had taken out Preference for Make in India (PMI) policy in 2015 and subsequently respective nodal ministries have taken out GOs detailing out the PMI and local content (LC).
- Bidders are encouraged to go through the GOs issued by DoT and MeitY. Few of these are as follows, but not limited to:
 - No. P-45021/2/2017-PP (BE-II) dated 4th June 2020
 - No. P-45021/2/2017-PP (BE-II) dated 29th May 2019
 - No. P-45021/2/2017-PP (BE-II) dated 15th June 2017
 - No. 18-10/2017-IP dated 29th August 2018

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- The Bidders shall provide the following details and produce the certificate by the Statutory Auditor to comply with PMI guidelines to promote domestic manufacturing under Make in India:
 - a. Product Name
 - b. Line-Item No.
 - c. PMI Reference percentage with reference to GO No.
 - d. Local Content (LC)
 - e. Location (Manufacturing / Office Address) Details

Please refer to the clause 9(a) & 9(b) of GO with Ref. No. P-45021/2/2017-PP (BE-II) dated 4th June 2020, for the product you are supplying, you would be required to provide self-certificate or Statutory Auditor certified letter respectively.

5. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to JMC for the duration of this Agreement.

Service Level Agreement (SLA) shall become the part of Agreement between JMC and the Successful Bidder (System Integrator). SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder must comply with Service Level requirements to ensure adherence to project timelines, quality, and availability of services.

JMC shall have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by JMC on an annual basis after consulting the SI, Project Management Consultants, and other experts. All the changes would be made by JMC after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

Liquidated damages to be levied shall be capped at 10% of the CAPEX value during Implementation period. LD Shall be applicable at 10% of the Opex during Operations Period of the Project. However, JMC would have right to invoke termination of the contract in case the overall liquidated damages equal to 10% of total contract value at any point of time during the project period.

The Successful Bidder (refer as System Integrator, SI) has to Design, Development and Implementation of tools to monitor all the SLAs mentioned with respect to each sub-system as mentioned in scope of work. Further integration with Enterprise Management System (EMS) for audit of SLA report externally.

Penalties shall not be levied in the following cases:

- There is a Force Majeure event effecting SLA that is beyond the control of the Successful Bidder.

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- The non-compliance to SLA is due to reasons beyond the control of the Bidder

5.1 Force Majeure Event Effecting SLA

- Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances and certain locations, JMC Department may agree to qualify as “beyond the control of Bidder”.
- Power shut down less than two/four hours as mentioned in backup terms would not be considered as “beyond the control of Bidder”.
- Power shut down beyond UPS battery backup will be considered as “beyond the control of Bidder”.
- Damages due to road accident/mishap will be considered as “beyond the control of Bidder”.
- Deliberate damage to field devices would not be considered as “beyond the control of Bidder”. Bidder is advised to have proper housing to protect from such damages.
- Delay in execution due to delay in approval, review etc. from JMC side would be considered as “beyond the control of Bidder”. Any such delays will be notified in written to the IT team.
- Delay or fault due to third party network link services, if agreed and approved by JMC, would be considered as “beyond the control of Bidder”. The system integrator shall continuously monitor and report any problems, on behalf of third party, to JMC.

Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, the bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical level/Medium level/Low level issues. In case the bidder doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

5.2 Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach (section 5.5). All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

Payment to the SI is linked to the compliance with the SLA metrics. The matrix specifies three levels of performance, namely,

1. The SI will get 100% of the Contracted value if all the baseline performance metrics are complied with and the SLA Performance Score is 100.
2. The SI will get lesser payment in case of the lower performance. (For e.g. if SLA Performance Score is 80 then the SI will get 20% less on the quarterly/monthly payment – The formula calculating the deductions is “(100 – SLA Performance Score) %”).
3. If the performance in respect of any parameter falls below the prescribed lower performance limit, the SI will be in breach of SLA.

The Performance Score during the quarter will be considered for computing penalty. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

The SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and approved and audited by JMC or its appointed Consultant for accuracy and reliability.

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JMC shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by JMC on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by JMC after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

Total liquidated damages to be levied on the SI shall be capped at 10% of the total contract value. Liquidated damages to be levied shall be capped at 10% of the CAPEX value during Pre-Implementation period and at 10% of the OPEX value during Post-Implementation period. However, JMC would have right to invoke termination of the contract in case the overall liquidated damages equal 10% of total contract value.

5.3 Pre-Implementation SLA

These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

Penalties for Delay in execution

If the bidder fails to achieve the milestones, and the delay in execution and completion of work is attributable to the bidder, JMC shall retain an amount from the sums payable for each milestone under following terms – (as per MP state PWD guideline)

- a) Slippage of up to 25% of work for each milestone— Retain of 2.5% of the amount of work remained uncompleted in the specified time span of the milestone
- b) Slippage exceeding 25% but up to 50% of work for each milestone— Retain of 5% of the amount of work remained uncompleted in the specified time span of the milestone
- c) Slippage exceeding 50% but up to 75% of work for each milestone— Retain of 7.5% of the amount of work remained uncompleted in the specified time span of the milestone
- d) Slippage exceeding 75% of work for each milestone— Retain of 10% of the amount of work remained uncompleted in the specified time span of the milestone

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the bidders shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions if any which are granted to the bidder for either Employer's default or Force Majeure, the compensation/penalty shall be levied on the bidder at the rate of 0.05% for each delayed milestone per day of delay limited to a maximum of 10% of contract price. The decision of concerned officer from JMC shall be final and binding upon both the parties.

Note: If the delay is solely caused by any other unavoidable reasons or circumstances arise due to dependency from other stakeholder departments the above penalty shall not be applicable.

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Default Charges for a month shall be capped at ten percent (10%) of the total Service Charges for the given months. Further, bidder need to ensure the error free output as well as it should meet the parameters as defined in RFP for quality to be able to receive the desired approval from JMC.

5.4 Post-Implementation SLA

These SLAs shall be used to evaluate the performance of the services on monthly basis (as per section 5.2), but penalties would be levied for cumulative performance for the quarterly basis.

The SLA parameters shall be measured for each of the sub systems’ SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the successful bidder. JMC will have the authority to audit these tools for accuracy and reliability.

Penalty would be levied for every unit down time hour – be it for non- availability of power etc. because the Master System integrator is responsible for supply of all enabling components on end-to-end basis

Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from JMC or through the Performance Bank Guarantee.

The upper limit of penalty would be capped at 10% of the payment due in each quarter. In case the calculated penalty crosses 10% penalty of the payment due in 3 subsequent quarters, JMC shall have right to terminate the contract.

JMC would also have right to invoke the termination clause in case Performance Score is below 70 in two consecutive quarters

5.5 Service Level Matrix

#	Performance Area	Baseline		Lower Performance		Breach		Measurement Definition	Duration
		Metric	Points	Metric	Points	Metric	Points		
A	Availability & Uptime of Field Devices (50 Points)								
A1	Uptime of Surveillance System& PA system Field Components – Cameras, Junction Box, Switches, etc.	>=98%	25	>=96% To <98%	10	<96%	0	Downtime alert and time stamp in case of fault from Controller. Reports of EMS For SLA measurement without any Force Majeure	Monthly
A2	Mean Time to Resolve (MTTR) for Field Level devices	Up to 2 Days	25	Between 3 to 7 Days	10	More than 8 days	0	Time difference calculation between Issue Resolve Time – Issue Log Time	Particular Incident Case

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								EMS Application)	
B	Availability & Uptime of VMS Software (50 Points)								
B1	Uptime of VMS, EMS & Monitoring Software	>=99.99%	25	>=96% to <99.99%	20	<96%	0	Uptime Monitoring from EMS and Manual observation in certain cases	Monthly
B2	Uptime of NMS & monitoring software	>=99.99%	25	>=96% to <99.99%	20	<96%	0	Uptime Monitoring from NMS	Monthly
Total			100		50		0		

5.6 Service Monitoring

System integrator will put in place a monitoring mechanism to monitor all components of project. System integrator through its monitoring system should provide data which is enough to allow analysis and reporting of component performance and integrate with Enterprise Management System for availability to the detail and frequency described in this Agreement. Master System integrator will additionally use data gathered from its monitoring of the components to inform and take approval from competent authority its decisions in respect of any changes to its infrastructure which it, in its sole discretion, deems necessary to maintain or improve the availability and performance of the services delivered to JMC.

5.7 Performance Reporting

SI shall record performance and availability of each of the project components and report this information to JMC, as described in below. Where periodic account reviews are agreed by both parties to be held between JMC and SI, these reports will form an agenda for such reviews. If project components include access to SI's service system, SI will enable JMC to view the reports via SI's service system.

5.8 SLA for breach in Technical Manpower & Network

5.8.1 SLA for Breach in Supply of Technical Manpower

Note – This SLA for Technical Key Expert Breach is applicable over and above the SLAs mentioned in the above table.

Definition	Bidder is required to propose the CVs of the required technical key expert for implementation as well as operation and maintenance phase as per requirement of RFP. It is vital that such key expert is available to JMC and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability and replacement of these manpower.
Service Level Requirement	Availability of the required key expert should be 100% as per RFP requirement and bidder's proposed manpower deployment plan that approved by JMC. SI to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with JMC.

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Measurement of Penalty for Non-achievement of SLA Requirement for replacement	<p>SI should submit profiles of only those resources who shall be deployed on the project. Any change of senior level resources/project manager/team leader (as proposed as part of bidder's proposal in response to this RFP) will only be consider after approval received from JMC. Without the consent of JMC if resources are being replaced then it will first lead to suitable penalty being deducted from due invoice payments of the bidders @ INR 20,000 for each senior level resource or equivalent. (Every time such a resource is being replaced) Also the replacement, CV should be approved by JMC having equivalent or more academic qualification and experience. With the consent and approval of JMC a resource could be replaced by the bidder not more than two times during the project period. Replacement of a resource more than two times shall attract penalty @ 50000 INR each time for every resource being replaced</p> <p>Note: Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</p>						
Penalty for Non-achievement of SLA Requirement for non-availability	<p>For every SLA non-compliance reported and proved, there shall be a penalty as given below:</p> <table border="1"> <thead> <tr> <th>Team member</th><th>Penalty</th></tr> </thead> <tbody> <tr> <td>Manager Cum Technical Head</td><td> <ul style="list-style-type: none"> Penalty of Rs 15,000 in 1st week of non - availability Penalty of Rs. 25,000/week in 2nd week of non-availability and thereafter </td></tr> <tr> <td>Network Infrastructure & Information Security Expert</td><td> <ul style="list-style-type: none"> Penalty of Rs 1,000 per day of non-availability for 7 days Penalty of Rs. 2,000 per day of non-availability after 7 days </td></tr> </tbody> </table>	Team member	Penalty	Manager Cum Technical Head	<ul style="list-style-type: none"> Penalty of Rs 15,000 in 1st week of non - availability Penalty of Rs. 25,000/week in 2nd week of non-availability and thereafter 	Network Infrastructure & Information Security Expert	<ul style="list-style-type: none"> Penalty of Rs 1,000 per day of non-availability for 7 days Penalty of Rs. 2,000 per day of non-availability after 7 days
Team member	Penalty						
Manager Cum Technical Head	<ul style="list-style-type: none"> Penalty of Rs 15,000 in 1st week of non - availability Penalty of Rs. 25,000/week in 2nd week of non-availability and thereafter 						
Network Infrastructure & Information Security Expert	<ul style="list-style-type: none"> Penalty of Rs 1,000 per day of non-availability for 7 days Penalty of Rs. 2,000 per day of non-availability after 7 days 						

Note: If the resource not available has been granted leave for any major reason such as sickness of self/ parents / spouse / children; marriage etc., the firm should seek permission for the same along with reasons certified by HR and provide suitable replacement during the days of leave. Such permitted leaves shall not be treated as absence of manpower.

5.8.2SLA for Breach in Network Breach

Sr.NO.	Component	Uptime Required	Penalty
1	GSM Sim Network Internet Connectivity	99.99%	Rs. 10,000 Deduction for each incident of collective downtime of 4 Hrs.
2	GSM Sim Replacement	99.99%	Rs. 10,000 Deduction for each incident of replacement time more than 1 Hrs.

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5.9 Change request

#	Service Level Agreement	Baseline metric	Penalty
1	Change request for changes in existing / already deployed components. *T is the timeframe (in weeks) for completion of the change requests as agreed upon by JMC and SI	T – weeks for critical priority change T+1 week – medium priority changes T + 2 week – Low priority change	0.2 % of OPEX payment value per breach for that quarter

Note: Maximum Penalty applicable to the bidder shall not exceed 10% of the Total Work Order value till the completion of Implementation support. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and blacklisting of the successful bidder. JMC may on their sole discretion cancel the order.

5.10 Reporting procedures

The System Integrator’s representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include “Actual vs. Target” SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to JMC.

5.11 Issue Management Procedure

- This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between JMC and system integrator. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels. Either JMC or Master System Integrator may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions. JMC and Master System Integrator’s representative will determine which committee or executive level should logically be involved in resolution. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

5.12 Termination on account of breach of SLA

- If the liquidated damages reach 10% of the total contract value, JMC may invoke termination clause by following steps given below: JMC shall issue a show cause notice to the Master System Integrator. Master System Integrator shall reply to the notice within three working days. If JMC authorities are not satisfied with the reply, JMC may initiate termination.

5.13 SLA Holiday period

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- First quarter post successful Go-Live of entire project shall be termed as holiday period for SLAs, wherein the SLAs shall not be applicable on the Master System Integrator (but it must be monitored and measured). This SLA holiday period is only for the purpose of streamlining the operations and monitoring of the systems and processes. Any planned application/server downtime would not be included in the calculation of application/ server availability.

6. INSTRUCTION TO BIDDERS

6.1. Conflict of Interest

- JMC requires that the Bidders provide professional, objective, and impartial service and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- Bidder shall not have a conflict of interest that may affect the selection process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client and the Assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.
- The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations under any other agreements/ contracts or any such understanding which may place it in a position of not being able to carry out the assignment in the best interests of JMC.
- Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the selection process, if:
 - A. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - B. There is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-Agency) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Agency depend on the circumstances of each case. While providing services to JMC for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

6.2. Submission, Receipt and opening of Proposals

- The original Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission for

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both Technical and Financial Proposals should respectively be in the formats given in Annexure-2 and Annexure-3 of the RFP. The proposal shall be submitted in English Language only.

- No conditional tender/ bid/ proposal will be accepted.
- All the pages of the proposals (Technical Proposal and Financial Proposal) shall contain Bidder's stamp along with initials. Each page of the RFP document duly signed by the authorized signatory is to be returned acknowledging the terms and condition thereof. An authorized signatory of the Bidders shall initial all pages of the original Proposals. The signed Proposals shall be marked “Original”.
- Technical and Financial Proposal would only be submitted online. However, in case required for any clarity of submitted documents, JMC may ask for hard copy of the same/original copy.

Technical Proposal: Clear copy of documents to be submitted online

- I. Payment Receipt of INR XXXX/- towards cost of purchase.
- II. Bid Security / EMD of Rs. XXXX/- (XXXX) in the form of online transaction
- III. Signed Copy of tender document
- IV. Letter of Proposal Annexure-1
- V. Technical Proposal Format -Annexure 2
- VI. Details of the bidder and its technical capability Annexure 2.1
- VII. Format for Project Citations -Annexure 2.2
- VIII. Proposed Work Plan, Approach and Methodology -Annexure 2.3
- IX. Financial Proposal Cover Letter -Annexure 3.1
- X. Bid checklist – 7.14
- XI. BoQ Compliance – 7.15
- XII. Price Bid all formats -7.16
- XIII. Project Resource Manpower List-7.5
- XIV. Format for CV of Key Personnel-Annexure 7
- XV. Letter of Appointment-Annexure 4
- XVI. Contract Agreement between JMC and Bidder -Annexure 5
- XVII. Consortium Agreement -Annexure 6
- XVIII. Format for Declaration by the bidder for not being Blacklisted / Debarred-Annexure 8
- XIX. Format of sending pre bid queries-Annexure 9
- XX. Power of Attorney- Annexure 10
- XXI. Format for Annual Turnover Annexure 11
- XXII. Format for Performance Bank Guarantee Annexure-12
- XXIII. Self-declaration against the Rule 144 (xi) in GFRs 2017 – Annexure 13
- XXIV. Self-declaration against the Rule 144 (xi) in GFRs 2017 in case of subcontracting – Annexure 14
- XXV. MSME certificate as applicable

Financial Proposal (Submit Online only)

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- Only enclosed formats as provided in this RFP should be used. All sheets need to be submitted after affixing seal of the entity/ company and signature of the authorised signatory. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify the specific issues.
- Consortium is permitted to bid.
- This RFP documents should be signed and stamped by the Bidder on each page accepting terms and conditions of the RFP documents.

6.3. Confidentiality

- The Selected Agency shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions in writing from JMC.

6.4 Right to reject any or all Proposals

- Notwithstanding anything contained in this RFP, JMC reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- JMC reserves the right to reject any Proposal if:
- At any time, a material misrepresentation is made or discovered, or
- The Bidder does not provide, within the time specified by JMC, the supplemental information sought by JMC for evaluation of the Proposal
- Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then JMC reserves the right to consider the next preferred Bidder or take any other measure as may be deemed fit in the sole discretion of JMC, including annulment of the selection process.
- JMC reserves the right to forfeit the Bid Security/ EMD amount on non- acceptance/ non-compliance of offer in full or part or if JMC feels that the Bidder has misguided in any way.
- The Bidder shall quote the Financial Proposal including all taxes, duties, levies or other transportation charges, excluding GST. No price revision/ alteration will be allowed after the receipt of the Bid.

6.5 Property Rights of Assignment Outputs

- SI shall hand over all the related data, pictures, visuals, images, sound, script and any other workings and outputs generated for executing the assignment as and when requested by JMC and on successful completion of the assignment in editable soft and hard copies.

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- Such database and outputs as developed for the assignment shall be the Sole Property of JMC and the Agency shall treat all this information Confidential and shall not share with anybody else except on specific written instructions.

6.6 Award of Contract

- The Letter of Appointment will be issued separately to the selected bidder.
- A Consultancy Agreement will be executed with the selected bidder for the Services as described in this RFP.
- The period for completion of this project is 26 weeks from the date of the work order issued. Any delay due to the clearance or approval pending from JMC end will be considered appropriately. JMC may extend the period based on the request of implementing agency if the delay reason is authentic/ considerable.

6.7 Rights reserved with JMC

The JMC reserves the following rights: -

- Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated in the RFP;
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery;
- Extend the time for submission of proposal;
- Modify the RFP document, by an amendment that would be informed to the short-listed bidders;
- Independently ascertain information from other organizations to which bidder has already extended services for similar assignments;
- To terminate the services if the assignment is not proceeding in accordance with the terms of contract;
- Modify the time period for completion of assignment during the execution of assignment if it deems fit;
- JMC has right to de-scope any line item (scope of work) partially or completely at any time if required. Bidder has to bind to accept the final decision of JMC.

6.8. Contacts during Bid Evaluation

- The Bids shall be deemed to be under consideration immediately after they are opened and until such time JMC makes official intimation of award rejection to the Bidders. While the Bids are under consideration, the Bidders and or their representatives or other interested parties are advised to refrain from contacting by any means, JMC and or their employees’ representatives on matters related to the Bids under consideration.

6.9 Fraud and Corrupt Practices

- The Bidder 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 LOA and during the subsistence of the Consultancy Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the

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Consultancy Agreement, JMC shall reject a Bid, withdraw the LOA, or terminate the Consultancy Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be, if it determines that the Bidder or Successful 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, JMC shall forfeit and appropriate the Bid Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to JMC hereunder or otherwise.

- Without prejudice to the rights of JMC under Clause 3.1 hereinabove and the rights and remedies which JMC may have under the LOA or the Consultancy Agreement, if a Bidder or Successful Bidder, as the case may be, is found by JMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Consultancy Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by JMC during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by JMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- For the purposes of this Clause 3, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Consultancy Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of JMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
 - ii. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - iii. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by JMC with the objective of canvassing, lobbying or in any manner influencing or attempting to

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influence the Bidding Process; or (ii) having a Conflict of Interest; and “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6.10 Pre-Bid Conference

- Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place as per data sheet. Two people from one bidder shall be allowed to attend the meeting at their own cost and seek clarification regarding any aspect and understand the requirement of the department. Since during the ongoing Covid-19 phase provisions shall also be in place for attending the pre bid meeting and seek clarification through virtual platform of video conferencing etc.
- All bidder shall send their queries to cejscl@mpurban.gov.in, gajendra.bais@jscljabalpur.org, and ankurkhare@mpurban.gov.in till the pre bid meeting date in a respective format given in Annexure-9, JMC has right to not accept any queries received after mentioned date.
- During the course of Pre-Bid conferences, the Bidders shall be free to seek clarifications and make suggestions for consideration of JMC. JMC shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6.11 Miscellaneous

- The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jabalpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- JMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/ or evidence submitted to JMC by, on behalf of, and/ or in relation to any Bidder; or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
 - e) Bidder shall analyse and assess the complete scope of work as per RFP and check for the line items mentioned in the BoQ. If bidder feels any such line item is being missed in BoQ for some/any specific scope of work as

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mentioned in the RFP the same must be put up in queries and for further clarification during pre-bid meeting.

- It shall be deemed that by submitting the Bid, the Bidder agrees and releases JMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.12 The Bidder

- a) The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- b) No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of JMC.
- c) No bidder applying individually, or as a member of a Consortium can be member of another consortia bidding for the project
- d) In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
 - Number of members in a consortium shall not exceed two including the lead member
 - The proposal is submitted in the name of the Lead Bidder,
 - The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract
 - The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
- e) The Members of the Consortium shall submit a declaration as set out in Annexure 6 inter alia consisting of the following:
 - Undertake that each of the members of the Consortium shall have an independent. Definite and separate scope of work which was allocated as per each member’s field of expertise
 - Commit to the profit and loss sharing ratio of each member
 - Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
 - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
- f) The lead bidder shall be jointly & severally responsible for complete scope, whereas partner/s shall be severally responsible only for its/their respective scope Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of JMC. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of JMC In the event

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JMC does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.

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

6.13 Sub-Contracting

- Subcontracting is allowed only for civil works associated with poles erection for Surveillance & PA system and other field infrastructure, digging etc. as defined as part of the scope of this RFP. However, it is limited to only single sub-contracting.
- Note: Sub-contracting shall be allowed only with prior written approval of JMC. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to JMC.

6.14 Right to Vary Quantity

- After the award of contract, overall cost of quantity of goods, works or services originally specified in the bidding documents may be either increased or decreased up to **±20 percent** as per requirement or as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- If JMC does not undertake any activity or reduce its volume/scope compared to the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- Repeat orders for additional quantities/service may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased

6.15 Non-disclosure Agreement

Successful bidder shall require signing the Non- Disclosure Agreement with the JMC

6.16 Site visit

- The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including all traffic signals, junctions, markets, locations and space for all components like all type of cameras, one viewing center (existing control and command center), etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. Bidder may contact the authority whose contact details are

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given in the clause 6.10. It is envisaged that each bidder shall fully understand the scope through site visit before their submission of bid respectively.

6.17. Brief description of Bidding Process

- The Bidder shall submit its EMD, Technical and Financial Proposals, through online submission only at www.mptenders.gov.in
- The Proposals super scribing the name RFP FOR –“Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation”
- The Bid shall be valid for a period of not less than 180 (one hundred eighty)days from the Bid Due Date.
- In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security as the Earnest Money Deposit (“EMD”) of **INR2,00,000/- (“Bid Security”)** in form of online transaction and the validity period of the Fixed Deposit Receipt(FDR) shall not be less than 180 (one hundred and eighty) days from the Bid due date and may be extended as may be mutually agreed between JMC and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security/ EMD.
- **EMD and Tender fee shall not be applicable for MSME, provided The Certificate of MSME incorporation to be attached along with the bid document,**
- Financial bid will not be opened for those bidders, who don’t qualify the technical evaluation. Bid Security amount shall be retuned for those who don’t qualify the financial evaluation stage and after PBG is submitted by successful bidder.
- This RFP document can be downloaded from <https://www.mptenders.gov.in/>and purchased only from the above-mentioned website. Bidding document is downloaded from the website, then the Bidder will pay a sum **of INR XXXX/- (Rupees XXXX only)**plus as non-refundable cost of the bidding document on or before submission of Bid. The payment shall be made through online only. The Bidder shall be required to submit the Bid in hard bound cover

6.18Performance Bank Guarantee

- The successful bidder shall submit **the 3%PBG of the total contract value**at the time of agreement (PBG Format shared in annexure-12).

We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the RFP and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

- The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 12, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- The PBG shall be valid of Post 6 Months of completion of Implementation Support. The PBG may be discharged/returned by JMC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid up to 6 months post completion of project. In any or no case, the PBG shall be

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- In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period
- In the event of the Bidder being unable to service the contract for whatever reason JMC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of JMC under the contract in the matter, the proceeds of the PBG shall be payable to JMC as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. JMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default
- JMC shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him under this Agreement, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- On satisfactory performance and completion of the order in all respects and duly certified to this effect by JMC, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder

6.19 Bid Evaluation

To be eligible for pre-qualification and short-listing, a bidder shall fulfil the below mentioned eligibility criteria:

- a) JMC will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b) The BEC constituted by JMC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/discussion with the Committee.
- d) The BEC may seek clarifications from any bidder, as necessary proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP

6.20 Qualification Information

The Bidder shall fulfil the following qualification requirements:

6.20.1 Eligibility and Qualification Criteria for opening Price

- The Bidder may be a single entity or a group of entities (the “Joint Venture”), coming together to implement the Project. However, NO Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder (JV), if does so, all bids wherein the bidder has participated shall stand disqualified. The term Bidder used herein would apply to both a single entity and a Joint Venture.

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6.21 Pre-Qualification

The minimum eligibility criteria that should be satisfied by the Bidders are mentioned below. The formats for the Pre-qualification documents are given in this RFP, unless specified otherwise

#	Criteria	Supporting Documents
PQ-1	The bidder should be duly registered company registered under Indian Companies Act, 1956 ORA partnership firm registered under Indian Partnership Act, 1932 ORA company registered under the Limited Liability Partnership (LLP), Act, 2008	<ol style="list-style-type: none"> 1. Duly Certified copy of Certificate of Incorporation/Registration issued by any Competent Authority in India. 2. GST Certificate 3. PAN Certificate 4. MOA and AOA of the Company Clearly Highlighting the Sectors Approved
PQ-2	The net worth of the bidder, as on 31st March 2022 should be Positive.	<ol style="list-style-type: none"> 1. CA Certificate Certifying Positive Net worth as on 31st March 2022 2. Balance Sheet and PnL Statement 3. Provisional Balance Sheet and PnL Statement can be presented for Year 2021-22
PQ-3	Power of attorney / board resolution to the authorized Signatory of the Bid	As per format mentioned in Annexure 10 Power of Attorney authorizing the authorized signatory to act on behalf of the Company for signing, submission and conclusion of the bids per the format mentioned in Annexure 10. Certified copy of board resolution authorizing the issuer of Power of Attorney to issue specific Power of Attorney for the aforementioned purpose.
PQ-4	Consortium agreement (if applicable)	As per format mentioned in Annexure 6
PQ-5	EMD of amount as per the Bid data sheet	Scanned Copy of the EMD
PQ-6	Bid processing fee (Non-refundable)	Proof of Payment
PQ-7	PAN Documents	Copy of the PAN Card signed by Authorized Signatory of the Bidder / Lead Bidder
PQ-8	GST registration	Copy of GST Registration Certificate signed by Authorized Signatory of the Bidder / Lead Bidder.
PQ-9	Undertaking: Bidder (In case of Consortium, all participating Agencies/ Companies / Firms) should not be blacklisted and/or barred by any government agency/undertaking and/or by any of the competent courts for any default at time of submission of bid.	Self-Attested Letter by each Company / Firm / Agency
PQ-10	The Lead Bidder or Consortium	Rent/Lease agreement of

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	member should maintain a support office in Jabalpur for maximum two years. (Note: if the bidder at the time of bidding, does not have a local support office then an undertaking needs to be submitted on the bidder's letter head that an office of desired sitting space as project requirement will be set up including all office amenities for meetings, presentation etc. within two months from the date of signing the contract.	ownership details of office/Undertaking on the bidder's letter head
--	--	---

* The above documents need to be submitted by all consortium members (if applicable).

Only bids from those bidders who have provided all documents as per the Pre-Qualification Criteria will be considered for Technical Evaluation.

6.22 Technical Evaluation Criteria

Section #	Evaluation Criteria	Points
A	Bidder Profile & Certifications	20
B	Sole Bidder /Consortium Project Experience	45
C	Approach & Methodology & Project Presentation/Demonstration	15
D	Proposed Resources for the Project	10
E	O&M Experience	10
Total marks		100

S.no	Technical Evaluation Criteria	Technical Evaluation parameter	Points
A. Bidder Profile - 20			
A1	Annual Turnover	Sole Bidder/ Consortium should have an average annual turnover of INR 0.5 Crore for last 3 audited financial years(2020-2021, 2019-2020, 2018-2019). In case of a consortium, the lead bidder shall have at least 50% of the above stated average annual turnover. Lead members or consortium members shall be into one of the following specific business areas: <ul style="list-style-type: none"> Surveillance system implementation 	20

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		<ul style="list-style-type: none">• ICT Infrastructure• IT System integration services <table><tr><td>Turnover</td><td>Marks</td></tr><tr><td>More than 1 Crores</td><td>20</td></tr><tr><td>>=0.75Crores to <=1 Crores</td><td>15</td></tr><tr><td>>=0.5Crore and less than .75 Crore</td><td>10</td></tr></table> <p>Supporting Document:</p> <ol style="list-style-type: none">1. CA Certificate with CA's Registration Number/ Seal clearly mentioning the Turnover2. Audited Balance Sheet for Last 3 Years	Turnover	Marks	More than 1 Crores	20	>=0.75Crores to <=1 Crores	15	>=0.5Crore and less than .75 Crore	10	
Turnover	Marks										
More than 1 Crores	20										
>=0.75Crores to <=1 Crores	15										
>=0.5Crore and less than .75 Crore	10										
B. Sole Bidder /Consortium Project Experience – 45 marks											
B1	Experience in executing Surveillance projects in India	The bidder (or any Consortium member) should have experience in executing ICT based Surveillance& Public address based Projects for any Central/State & Local govt./ULBs anywhere in India during last 5 years(2016-17, 2017-18, 2018-19, 2019-20, 2020-21) or (2017-18, 2018-19, 2019-20, 2020-21, 2021-22)as on publication of the bid. Havingminimumproject cost of INR 0.25 Cr. for each project.	20								
		<table><tr><td>No. of project</td><td>Marks</td></tr><tr><td>2 or more projects of having cumulative value of1.0 crore or more Or 1 project of having value equal to 0.75 crore or more</td><td>20</td></tr><tr><td>2 or more projects of having cumulative value of0.75 crore or more but less than 1 crore Or 1 project of having value equal to 0.5 crore or more but less than 0.75crores</td><td>15</td></tr><tr><td>2 projects of having cumulative value of 0.5 crores or more but less than 0.75 crore Or 1 (one) project of 0.25 crore value or more but less than 0.5 crore</td><td>10</td></tr></table>		No. of project	Marks	2 or more projects of having cumulative value of1.0 crore or more Or 1 project of having value equal to 0.75 crore or more	20	2 or more projects of having cumulative value of0.75 crore or more but less than 1 crore Or 1 project of having value equal to 0.5 crore or more but less than 0.75crores	15	2 projects of having cumulative value of 0.5 crores or more but less than 0.75 crore Or 1 (one) project of 0.25 crore value or more but less than 0.5 crore	10
No. of project		Marks									
2 or more projects of having cumulative value of1.0 crore or more Or 1 project of having value equal to 0.75 crore or more		20									
2 or more projects of having cumulative value of0.75 crore or more but less than 1 crore Or 1 project of having value equal to 0.5 crore or more but less than 0.75crores		15									
2 projects of having cumulative value of 0.5 crores or more but less than 0.75 crore Or 1 (one) project of 0.25 crore value or more but less than 0.5 crore	10										
		Supporting Document : Work order/ Contract with Completion Certificate clearly highlighting the scope of work, Completion Certificate shall be issued & signed by the authorized signatory of the client entity on the									

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	<p>entity's letterhead (Work Order with completion certificate to be submitted & it should highlight the components mentioned above and cost)</p>											
B2	<p>The bidder (or any Consortium member) should have experience of successful implementation of ICT based traffic management system with at least covering any two from the below mentioned scope for any Central/State & Local govt./ULBs anywhere in India during last financial years 5 years with Minimum Project Cost of INR 0.5 Cr per Project (2016-17, 2017-18, 2018-19, 2019-20, 2020-21) as on publication of the bid.</p> <p>a) Surveillance b) ITMS with ANPR/RLVD c) Public Address system</p> <table> <tr> <th>No. of project</th> <th>Marks</th> </tr> <tr> <td>>= 6 projects</td> <td>20</td> </tr> <tr> <td>>= 4 to < 6 Projects</td> <td>15</td> </tr> <tr> <td>>= 2 to < 4 Projects</td> <td>10</td> </tr> <tr> <td>>= 1 to < 2 Projects</td> <td>05</td> </tr> </table> <p>Note: Single project covering more than one scope shall be considered</p>	No. of project	Marks	>= 6 projects	20	>= 4 to < 6 Projects	15	>= 2 to < 4 Projects	10	>= 1 to < 2 Projects	05	20
No. of project	Marks											
>= 6 projects	20											
>= 4 to < 6 Projects	15											
>= 2 to < 4 Projects	10											
>= 1 to < 2 Projects	05											

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		Supporting Document : Work order/ Contract with Completion Certificate clearly highlighting the scope of work, Completion Certificate shall be issued & signed by the authorized signatory of the client entity on the entity’s letterhead (Work Order with completion certificate to be submitted & it should highlight the components mentioned above and cost)									
B3	Integration with control room	<div>The bidder (or any Consortium member) should have experience of implementing and integrating surveillance with ICCC (Integrated command and control centre) for minimum 2 no. of projects in the last 5 years</div> <table><tr><td>No. of project</td><td>Marks</td></tr><tr><td>3 projects</td><td>5</td></tr><tr><td>2 projects</td><td>3</td></tr><tr><td>1 project</td><td>2</td></tr></table>	No. of project	Marks	3 projects	5	2 projects	3	1 project	2	5
No. of project	Marks										
3 projects	5										
2 projects	3										
1 project	2										
C. Approach & Methodology & Project Presentation/Demonstration – 10 Marks											
C1	Approach & Methodology	<div>Following parameters will be evaluated</div> <table><tr><td>Parameters</td><td>Marks</td></tr><tr><td>Understanding of the project Functional Requirement as per requirements of the RFP</td><td></td></tr><tr><td>Identification of major risks for the projects and also propose suitable mitigation plan for each of identified risks.</td><td>1</td></tr><tr><td>Methodology, tools and Technologies to create, monitor & maintain all the SLAs and managing change requests</td><td>1</td></tr></table>	Parameters	Marks	Understanding of the project Functional Requirement as per requirements of the RFP		Identification of major risks for the projects and also propose suitable mitigation plan for each of identified risks.	1	Methodology, tools and Technologies to create, monitor & maintain all the SLAs and managing change requests	1	2
Parameters	Marks										
Understanding of the project Functional Requirement as per requirements of the RFP											
Identification of major risks for the projects and also propose suitable mitigation plan for each of identified risks.	1										
Methodology, tools and Technologies to create, monitor & maintain all the SLAs and managing change requests	1										

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C2	Technical Demonstration (Proof of Concept) /Online demo	Following parameters will be evaluated during Technical Demonstration:	5						
		<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Need to demonstrate implementation of all components which are in scope of the project such as surveillance cameras & PA systems etc.</td><td>2.5</td></tr><tr><td>Need to demonstrate the ICC control room setup with visualization of smart components and integration with the surveillance system including camera feeds, public address system etc.</td><td>2.5</td></tr></table>		Parameter	Marks	Need to demonstrate implementation of all components which are in scope of the project such as surveillance cameras & PA systems etc.	2.5	Need to demonstrate the ICC control room setup with visualization of smart components and integration with the surveillance system including camera feeds, public address system etc.	2.5
		Parameter		Marks					
		Need to demonstrate implementation of all components which are in scope of the project such as surveillance cameras & PA systems etc.		2.5					
Need to demonstrate the ICC control room setup with visualization of smart components and integration with the surveillance system including camera feeds, public address system etc.	2.5								
Bidder will be given maximum of 1 week to establish setup for infrastructure for Demo / POC at Jabalpur municipal corporation.									
C3	Presentation	The Bidder will need to exhibit functional and non-functional requirements through presentation. The presentation should demonstrate capabilities against the parameters highlighted in Approach & Methodology section (C1)	3						

D. Proposed Resources for the Project – 10 Marks

D1	People on project	Each of the following profiles suggested by the bidder will be evaluated:	10						
		<table><tr><th>Profile</th><th>Marks</th></tr><tr><td>Project Manager cum Technical Head</td><td>6</td></tr><tr><td>Network Infrastructure & Information Security Expert</td><td>4</td></tr></table>		Profile	Marks	Project Manager cum Technical Head	6	Network Infrastructure & Information Security Expert	4
		Profile		Marks					
		Project Manager cum Technical Head		6					
		Network Infrastructure & Information Security Expert		4					
Evaluation of marks shall be based on 6.23 below									

E. Experience in O&M – 15 Marks

E1	Surveillance& PA system Operations &Maintenance	Comprehensive O&M with total deployments/work executed equal to or exceeding INR. 0.5 Crduring the period of last 5 years	15										
		<table><tr><th>No. of deployments</th><th>Marks</th></tr><tr><td>3 projects</td><td>15</td></tr><tr><td>2 projects</td><td>12</td></tr><tr><td>1 project</td><td>9</td></tr><tr><td>0 project</td><td>Not eligible</td></tr></table>		No. of deployments	Marks	3 projects	15	2 projects	12	1 project	9	0 project	Not eligible
		No. of deployments		Marks									
		3 projects		15									
		2 projects		12									
		1 project		9									
		0 project		Not eligible									
Supporting Document: WO with Completion certificate clearly mentioning the O&M scope of work.													

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6.23 Key Personnel / Manpower Criteria

<p>Project Manager cum Technical Head= 6marks (Total Weightage = 6 Mark)</p> <p>a) Educational Qualification: 2 Marks</p> <ol style="list-style-type: none"> 1. M. Tech/PGDBM with BE/MS/or Equivalent= 2 Marks 2. MCA/BE / B. Tech = 1 Marks 3. Else 0 <p>b) Work experience in the capacity of Project Director/ Program Manager in ICT/ Security & Surveillance Projects: 2 Marks</p> <ol style="list-style-type: none"> 4. >= 10 years = 2 marks 5. >= 6 and < 12 year = 1 Marks 6. Else 0 <p>c) Project/Program management Experience in Large ICT/ Surveillance project >40 crores: 2 Marks</p> <ol style="list-style-type: none"> 7. >= 3 Projects= 2 Marks 8. 2 Projects = 1 marks 9. Else 0
<p>Network Infrastructure & Information Security Expert = 4 Marks (Total Weightage = 4 Marks)</p> <p>a) Educational Qualification: 1.5 Marks</p> <ol style="list-style-type: none"> 10. Bachelor's Degree in Engineering/MCA /MBA (IT/ICT) (2 Years Full Time) = 1.5 Marks 11. Else 0 <p>b) Work experience as Network solution architect/ designing & planning of network & infrastructure: 1.5 Marks</p> <ol style="list-style-type: none"> 12. >=10 years = 1.5 Marks 13. >=8 and <10 year = 0.5 Marks 14. Else 0 <p>c) Relevant certifications: 1 Marks</p> <ol style="list-style-type: none"> 15. CCNA/CCNP/MCSE/Juniper/Brocade/Aruba or other equivalent (Understanding of Routing & Switching Infrastructure) = 1Marks (Bidder to submit scanned copy of valid certificate in the name of the resource) 16. Else 0

Note:-

1. CVs needs to be provided in the format provided as Annexure 7 in the RFP at the time of first milestone. Post approval from JMC the resources would be deployed at the project site as per the proposed timeline of the solution.
2. All CVs should be duly attested by HR and Authorized Signatory of the Bidder
3. Academic Qualification and experience would be with respect to proposed post in solution document. JMC shall interview/approve the resources suggested by Selected Bidder before their deployment on board. It is expected from the bidder

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that proposed resource educational qualification will be as per skill required for the project activities.

4. SI should submit profiles of only those resources who shall be deployed on the project. Any change of senior level resources/project manager/team leader (as proposed as part of bidder’s proposal in response to this RFP) will only be consider after approval received from JMC
5. Project Manager should share Weekly/monthly progress report; shall attend all the weekly/monthly review meetings with JMC and, should also represent the solution provider in all the important meetings
6. The selection(s) will be made from the Qualified Bidders found to be eligible on the basis of the Technical Proposal (including presentation, if any) in accordance with the procedure as described in 6.26 Bid evaluation.
7. The Total Technical Score will be calculated out of 100 marks. The Applicant has to score the minimum Qualifying Marks to qualify in the Technical Evaluation Criteria which is Seventy (70) marks out of total 100 marks of Technical Evaluation criteria.
8. The Applicants scoring marks less than the minimum qualifying marks as mentioned above shall be disqualified for Financial Bid Opening. The Applicants scoring marks equal to or more than the minimum qualifying marks as mentioned above shall be declared as Technically Qualified Applicants.
9. Bidder who are qualifiedin PQ and are absent in technical presentation will not be evaluated

6.26 Bid Evaluation(Quality cum Least cost-based system)

Stage 1: Pre-Qualification

1. Authority shall validate the Set 1 “Bid Processing Fees & Earnest Money Deposit (EMD)”.
2. If the contents of the Set 1 are as per requirements, Authority shall evaluate the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in the document is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified subject to discretion of the authority upon non-clarification of the eligibility/qualification criteria
3. Bidders will be informed of their qualification/disqualification based on the Eligibility criteria through Email and Phone and subsequently, the EMD amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
4. Technical evaluation for those bidders who don’t qualify will not be evaluated and opened respectively.

Stage 2: Technical Evaluation

1. Set 1 “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.

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2. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.
3. The bidders' proposed solutions (Approach & Methodology) in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in the RFP.
4. Bidders shall be asked to give technical presentation of the envisaged solution to Authority who qualify the Pre-Qualification Stage.
5. Authority will review the “Approach & Methodology” as a part of technical evaluation
6. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only those bidders who get minimum Technical score of 70% (70 marks) will qualify for financial evaluation stage. Failing to secure minimum marks shall lead to rejection of the Bid and non-qualification for financial bid opening.

Stage 3: Financial/Price Bid Evaluation

1. All the technically qualified bidders will be notified to participate in Price Bid opening process.
2. The price bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.
3. Price Bids that are not as per the format provided in the RFP shall be liable for rejection.
4. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
5. The Authority or any other government agency shall not have any liability of paying any taxes (including GST)/charges/levies as part of this project. The bidder has to quote their Price duly factoring all these costs over the project duration.
6. If there is any discrepancy in the Price Bid or same least amount quotation received as L1 from multiple bidders, it shall be subject to negotiations between the authority and the qualified bidders it will be dealt as per the following:
7. If there is a discrepancy between words and figures, the amount in words shall prevail.

Successful bidder evaluation:

1. Quality cum least cost-based Selection method will be followed for selecting the Bidder/ Agency
2. However in case of same least (L1) financial quote received from multiple bidders, it shall be subject to negotiations between the authorities and the qualified bidders.
3. The bidder qualifying the Technical Evaluation and L1 Financial Quote will be eligible for award of the contract.

6.27 Letter of Intent

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- After selection, a Letter of Appointment (“LOA”) shall be issued in the format prescribed under Annexure-4 hereto or in the format as may be modified by JMC for time to time, in duplicate, by JMC to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.
- In the event the duplicate copy of the LOA duly signed by the Preferred Bidder is not received by the stipulated date, JMC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Preferred Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- After acknowledgement of the LOA as aforesaid by the selected bidder, the selected bidder shall execute through its authorised signatory the Consultancy Agreement with JMC, in the draft format prescribed under Annexure-5 hereto or in the format as may be modified by JMC for time to time. The selected bidder shall not be entitled to seek any deviation in the Consultancy Agreement.
- This RFP includes the required Annexures for reference and the bidders are invited to submit their proposal for “Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur Municipal Corporation” in accordance with the annexed proposal documents.
- Any queries or request for additional information concerning this RFP shall be submitted in writing or e-mail to the officer designated below.

Address: Executive Director, Jabalpur municipal corporation, Jabalpur
ManasBhawan Wright Town, Jabalpur 482001

Tel: 9893546920, 9827573388

Contact person – Gajendra Singh, Ankur Khare

Email: ceojscl@mpurban.gov.in, gajendra.bais@jscljabalpur.org,
ankurkhare@mpurban.gov.in

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6.28 Dispute Resolution

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably through good faith negotiation within 30 days from the issue of the notice of dispute.
2. Any Dispute which is not resolved amicably by negotiation, shall be finally decided by reference to arbitration before a bench of 3 (three) arbitrators, where each Party shall appoint one arbitrator each, and the third arbitrator shall be appointed by the two arbitrators so appointed.
3. Such arbitration shall be held in accordance with the Arbitration and Conciliations Act, 1996 or any amendments thereafter. The venue of arbitration shall be Jabalpur , Madhya Pradesh, and the language of arbitration proceedings shall be English.
4. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this clause shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
6. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

6.29 Termination for Agency’s Default

1) Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Agency fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Agency shall be deemed to be in default of this Agreement (the “Agency Default”), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Performance Security has been encashed and appropriated in accordance with Clause of this agreement and the Agency fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with of this agreement , the Agency fails to cure, within a Cure Period of 60 (sixty) days, the Agency Default for which whole or part of the Performance Security was appropriated;
- (a) the Agency does not achieve the latest outstanding Project Milestone of Payment due in accordance with the provisions and continues to be in default for 45 (Forty Five) days;
- (c) the Agency abandons or manifests intention to abandon the Site Installation or operation of the Project without the prior written consent of the Authority;

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- (b) Project Completion Date does not occur within the period specified in Clause of this agreement;
- (c) the Agency is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- (d) the Agency has failed to make any payment to the Authority within the period specified in this Agreement;
- (e) upon occurrence of a Financial Default, the Lenders’ Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Agency fails to cure the default within the Cure Period specified hereinabove;
- (f) the Agency creates any Encumbrance in breach of this Agreement;
- (d) the Agency repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (g) a Change in Ownership has occurred in breach of the provisions of this agreement;
- (e) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Agency under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Agency, and such transfer causes a Material Adverse Effect;
- (h) an execution levied on any of the assets of the Agency has caused a Material Adverse Effect;
- (f) the Agency is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Agency or for the whole or material part of its assets that has a material bearing on the Project;
- (i) the Agency has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (g) a resolution for winding up of the Agency is passed, or any petition for winding up of the Agency is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 45 (Forty Five) days of the date thereof or the Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this Agreement and the Project Agreements; and provided that:
 - i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project

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Agreements and has a credit worthiness at least as good as that of the
Agency as at the Appointed Date; and

iii. each of the Project Agreements remains in full force and effect;

- (j) any representation or warranty of the Agency herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Agency is at any time hereafter found to be in breach thereof;
- (h) the Agency submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (k) the Agency has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (i) the Agency commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

2) Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Agency Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Agency; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Agency of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Agency to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause of this agreement.

3) The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause of this agreement to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Agency in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Agency:

Provided further that upon written request from the Lenders' Representative and the Agency, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 45 (Forty Five) days, as the Authority may deem appropriate.

Having said above, it is to be accepted by the bidder that Authority can terminate the contract at any point of time during operations of the project at its own will without having justifying the reason for termination by giving a notice of 15 days to the Agency.

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4) Miscellaneous

1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jabalpur, Madhya Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

2. Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Agency arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

3. Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

4. No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

5. Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

6. Successors and assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Language

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All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

7 Terms of Reference

7.1 Project Background and Objective

Jabalpur Municipal Corporation in its vision to provide safety and security to all the citizens of the city has planned to roll out the City Surveillance & PA System project. Major components of the project shall comprise the installation of camera surveillance with Public Address System at identified locations to monitor, control and communicate with the citizens across the city. The components shall be integrated and controlled via already developed Integrated Command & Control Centre project of Jabalpur Municipal Corporation.

To achieve the above-mentioned objective, Jabalpur municipal corporation intends to select an Implementation Agency (IA) for implementation of Public Address System, Body Worn Camera System and Mobile Surveillance System in Jabalpur City.

Following are the envisaged project objectives:

1. Disseminate the public information related to crowd or traffic management at strategic locations.
2. Facilitate the citizens with the facility for security & establish citizen outreach medium for emergency/disaster situations.
3. Real time information/advisory dissemination to the citizens, commuters on road based on the inputs from different functional/stakeholder departments.
4. Facilitate the Police Department with in-vehicle surveillance system suitable for protection of high security areas, public events, protests, critical infrastructure, disaster sites etc.
5. Facilitate the Police Department officials serving on the field/ground duty with surveillance equipment for Public Safety, traffic management and behaviour monitoring.

7.2 Envisaged Benefits

Following are the intangibles that should be addressed by this intervention:

1. Police Department and various other stakeholders would be able to communicate/share information with the public at strategic locations/junctions.
2. Police Department would be able to cover and provide security at events and communicate with command and control centre much effectively where surveillance and facility is not available thereby reduction in critical incidents.
3. Police Department would be able to track and control the movement of all the vehicles running on ground for surveillance purpose and coordinate through ICCC facility.
4. Creating awareness and Education of public: Through Public Address System, awareness/advisory on road traffic rules and safe driving precautions shall be imparted to road users.
5. Provide capability to respond in a unified manner to situations on ground (both day to day and emergency situations) by creating a common operational picture for the relevant stakeholder.
6. Disaster Management and Emergency Response System.
7. Provide capability to conduct analysis for continuous improvement of city operations
8. Jabalpur municipal corporation envisages deployment of following systems/components to achieve the above-mentioned objectives:

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9. Public Address System
10. Outdoor Speakers
11. Digital/IP Amplifiers
12. Wireless Microphone Receivers and Transmitters
13. Network Switches
14. Junction Boxes
15. Data Centre/ICCC Software and Hardware ICT Infrastructure
16. Master Control Stations and Workstations
17. Other important components which are required for operations of Public Address System are mainly UPS and network cables (Cat 6 and Optical fibre cables).
18. Camera based Surveillance System
19. Fixed pole mounted bullet cameras
20. Cameras to be connected via through GPRS based network, predicable quality and connectivity
21. Data Centre/ICCC Software and Hardware ICT Infrastructure
22. Other components including UPS, Cabling, PVC Box, DC Switch, Lugs, Mounting Kit etc.
23. IT infrastructure for camera storage, compute devices, databases and all other hardware to be installed, is commissioned at the ICCC
24. Integration with existing/proposed/future third party systems including but not limited to:
25. Command & Control Centre applications
26. Video Management System
27. Existing Data Centre
28. Existing Network
29. Other applications/systems as decided by the authorities

7.3 Geographical Scope of Services

The following is a summary of the geographical extent of the project.

#	System Description	Indicative Locations/Numbers
1	Public Address System at field locations/traffic junctions	20 Locations
2	Camera Surveillance System	20 Locations
3	Additional IT Infrastructure – Server, Software, Storage, other hardware/software for augmentation of existing ICCC if any	As per Project Requirements and Detailed Scope of Work
4	Additional IT Infrastructure – Workstation, Control Station, other hardware/software for augmentation of CCCs if any	As per Project Requirements and Detailed Scope of Work
5	Integration with existing/future/proposed third party ICT Systems	As per Project Requirements and Detailed Scope of Work

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The Indicative list of locations to be covered under this project is being provided under Table 1.

7.4 Overview of Scope of Services

Successful Bidder/System Integrator is supposed to undertake the following broad activities:

The scope of work is the implementation of PA with Surveillance system solution. This document provides camera-based solution options which can address the challenges currently being faced in Jabalpur on the various front and adopt the best possible solution which suits the Jabalpur city.

The scope of work mentioned in this section are minimum requirements, Bidders may propose a better or more optimized solution that meets the objectives specified in this RFP. Also, Bidders are advised to carry out their own assessment of requirement before submission of bid. Anything which is missing in this section but required for successful execution of the project anytime in future shall be provided by Bidder without any additional cost to JMC.

1. Conduct a detailed assessment, scoping study and develop a comprehensive project plan
2. Assess existing systems, field/street IT & Non-IT infrastructure within the city for the
3. scope items
4. Conduct site survey for finalization of detailed technical architecture, gap analysis and project plan
5. Conduct site surveys to identify need for site preparation activities
6. Obtain site Clearance obligations & other relevant permissions
7. Design, Supply, Installation, Commissioning and Testing which includes the following components:
8. Public Address System
9. Camera Surveillance System
10. Establishment of network/bandwidth/GSM connectivity services for project operations for 3 years post Go-Live
11. Augmentation of following IT & Non-IT Infrastructure at existing Jabalpur Municipal Corporation's Data Centre/ICCC as per requirement. This consist of:
12. IT Infrastructure including server, storage, other required hardware, application portfolio, licenses for successful system/project operations
13. System Integration with Existing/Proposed/Future ICT System:
14. Command & Control Centre applications.
15. Existing Network.
16. Other Applications/Systems as decided by the authority
17. Capacity Building for JMC, Police Department and other end user department which includes preparation of operational manuals, training documents and capacity building support, including:
18. Training of the city authorities, police personnel, field staff and operators on operationalization of the system
19. Support during execution of acceptance testing
20. Preparation and implementation of the information security policy, including policies on backup and redundancy plan
21. Developing standard operating procedures for operations management and other services limited to scope of infrastructure procured under this project
22. Preparation of system documents, user manuals, performance manuals, Operation manuals etc.

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23. Operations and Maintenance services for the software, hardware and other IT and Non IT infrastructure installed as part of the project after Go-Live and for a period of 5 years from the date of Go-Live.
24. Manpower during implementation and operations
25. Exit criteria and handover procedure

7.5 Project Design Considerations

The IA shall identify the customizations/ workaround that would be required for successful implementation and operations of the envisaged project. The IA shall design the project and submit the detailed Technical Architecture, which should take into consideration following guiding principles:

1. **Scalability:** Important technical components of the architecture must support scalability to provide continuous growth to meet the growing demand of the city. The system should also support vertical and horizontal scalability so that depending on changing requirements from time to time, the system may be scaled upwards. There must not be any system-imposed restrictions on the upward scalability in number of locations, field devices, data centre equipment or other smart city components.
2. **Availability:** The architecture components should be redundant and ensure that there are no single points of failure in the key solution components. Considering the high sensitivity of the system, design should be in such a way as to be resilient to technology sabotage. To take care of remote failure, the systems should be configured to mask and recover with minimum outage. The IA shall make the provision for high availability for all the services of the system. Redundancy must be considered at the core / data centre applications/components level.
3. **Security:** The architecture should adopt an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc. IA should make provisions for security of field equipment as well as protection of the software system from hackers and other threats. The existing cyber security systems/components such as firewall, IPS etc. installed at the Data Center under various initiatives of Jabalpur municipal corporation should be leveraged by the IA. Additional infrastructure must be taken into consideration while designing the system.
4. **Manageability:** Ease of configuration, ongoing health monitoring, and failure detection are vital to the goals of scalability, availability, and security and must be able to match the growth of the environment. Network should be auto/manual configurable for various future requirements for the ease of maintenance / debugging.
5. **Interoperability:** The system should have interoperable capability with the ICT Systems and shall take feeds from other surveillance mediums (Mobile Camera Feed, Preowned Body Worn Cameras) digitize (if required) & compress (if required) this feed & store as per requirements.
6. **Open Standards:** Systems should use open standards and protocols. Keeping in view the evolving needs of interoperability, especially the possibility that the solution shall become the focal point of delivery of services and may also involve cross-functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards. The IA shall ensure that the application developed is easily integrated with the existing applications. The code does not build a dependency on any proprietary software, particularly, through the use of

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proprietary ‘stored procedures’ belonging to a specific database product. The standards should at least comply with the published e Governance standards, frameworks, policies and guidelines.

7.6 Proposed ICT systems / components

The proposed Surveillance system will have three main parts, the field components, back end IT infrastructure and centralized command centre from where operating, monitoring and management of the system is done.

1. Field components: These components like fixed cameras (IP Bullet cameras), poles and network equipment are installed on the poles physically. This shall also include supply, installation, testing and commissioning of poles/gantry and associated civil works for poles and installation of electricity meters.
2. IT Infrastructure: The IT infrastructure like servers for compute, storages are installed in a server room/ data centre. This infrastructure will be used to process the data received from the field IoTs. For this component, existing available IT resources of ICCC shall be leveraged by the System integrator
3. Command centre: The complete city Surveillance infrastructure can be monitored and managed from a single location which is a centralized command and control centre (ICCC). The operators sitting in the command centre manage the network and also manage the alerts generated by the system. The operators also manage the enforcement systems and promote the discipline among the commuters. For this component, existing available IT resources of ICCC shall be leveraged by the System integrator.

7.7 Detailed Scope of Services

7.7.1 Team Mobilization & Project Inception

After signing of contract, IA shall deploy local team (based out of Jabalpur) proposed for the project and ensure that a Project Inception Report and project plan shall be submitted to JMC which should cover following aspects:

1. Names of the Project Team members, their roles and responsibilities
2. Approach and methodology to be adopted to implement the Project (which should be in line with what has been proposed during bidding stage but may have value additions / learning in the interest of the project).
3. Define an organized set of activities for the project and identify the interdependence between them.
4. Resource planning and loading for each phase/activity. This must also indicate where each resource would be based during that phase, i.e., onsite at the JMC office or off site at IA premises.
5. Responsibility matrix for all stakeholders
6. Risks the IA anticipates and the plans they have towards their mitigation
7. Detailed project plan specifying dependencies between various project activities / sub-activities and their timelines

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8. Project Progress Reporting. During the implementation of the project, the IA should present weekly reports. This report shall be presented in the steering committee meeting to JMC. The report should contain at the minimum the under mentioned:
9. Results accomplished during the period (weekly)
10. Cumulative deviations from the schedule date as specified in the finalized Project Plan
11. Corrective actions to be taken to return to planned schedule of progress
12. Plan for the next week
13. Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of IA
14. Support needed
15. Highlights/lowlights
16. Issues/Concerns
17. Risks/Show stoppers along with mitigation
18. Identify the activities that require the participation of client personnel (including JMC, the Program Management Unit etc.) and communicate their time requirements and schedule early enough to ensure their full participation at the required time.

7.7.2 Assessment and Site Survey

The IA shall conduct a comprehensive As-Is study of the existing infrastructure implemented at field locations and Data Center/CCCs under the ICCC project which should be leveraged for installation and successful operations of edge/field and backend IT & Non-IT infrastructure under the scope of this project.

The following minimum parameters should be captured during the comprehensive assessment study:

1. Details of existing infrastructure which can be leveraged/utilized for installation and successful operations of edge/field and backend IT & Non-IT infrastructure under the scope of this project.
2. Details of existing infrastructure which cannot be leveraged/utilized along with proper justification and rationalization for installation and successful operations of edge/field and backend IT & Non-IT infrastructure under the scope of this project.
3. Details of additional infrastructure required along with detailed Bill of Quantities for installation and successful operations of edge/field and backend IT & Non-IT infrastructure under the scope of this project.
4. Location of all field systems and components proposed at the junctions, (KML /KMZ file plotted on GIS platform like google earth etc.).
5. To-Be design comprising the details including but limited to Height, location and foundation of poles, sub-systems of Public Address System field infrastructure and associated components.
6. Detailed To-Be design of the field level systems/components/equipment's to be installed for authority approval.
7. Location of Network Provider's Point of Presence (PoP).
8. Design of Cables, Ducts routing, digging and trenching.
9. Electrical power provisioning.

7.7.3 Site Clearance obligations & other relevant permissions

7.7.3.1 Survey and Commencement of Works

Prior to starting the site clearance, the IA shall carry out survey of field locations etc. The JMC shall be fully informed of the results of the survey and the amount and extent of the demolition and site clearance shall then be agreed with the JMC. The requisite permissions of Right of Way (RoW) should be sought by the IA as per relevant regulations. The IA will be reimbursed for the fees incurred for the RoW permissions by the Authority.

7.7.3.2 Road signs

All existing road signs which are likely to be affected by the works are to be carefully taken down and stored. Signs to be re-commissioned shall be cleaned, provided with new fixings where necessary and the posts re-painted in accordance with JMC. Road signs, street name plate, etc. damaged by the IA during their operation shall be repaired or replaced by IA at no additional cost.

7.7.3.3 Electrical works and power supply

The IA shall directly interact with electricity boards for provision of mains power supply at locations. The existing electricity meters and associated cabling installed under various initiatives of Jabalpur municipal corporation at 150 locations should be leveraged by the IA for the scope pertaining to Public Address System. The IA shall be responsible to pay the electricity bills including recurring charges etc. to the electricity board directly. IA shall have to submit the challan of bill submission to JMC. JMC shall reimburse the amount submitted by the IA after verification in next billing cycle.

7.7.3.4 Lightning-proof measures

The IA shall comply with lightning-protection and anti –interference measures for system structure, equipment type selection, equipment earthing, power, signal cables laying. The IA shall describe the planned lightning-protection and anti –interference measures in the As-Is report. Corresponding lightning arrester shall be erected for the entrance cables of power line, video line, data transmission cables. All crates shall have firm, durable shell. Shell shall have dustproof, antifouling, waterproof function & should capable to bear certain mechanical external force. Signal separation of low and high frequency; equipment’s protective field shall be connected with its own public equal power bodies; small size/equipment signal lightning arrester shall be erected before the earthing. The Internal Surge Protection Device for Data Line Protection shall be selected as per zone of protection described in IEC 62305, 61643-11/12/21, 60364-4/5. Data line protection shall be used for security system, server data path and other communication equipment.

7.7.3.5 Earthing System

All electrical components are to be earthen by connecting two earth tapes from the frame of the component ring and shall be connected via several earth electrodes. The cable arm shall be earthen through the cable glands. The entire applicable IT infrastructure i.e. field locations/traffic junctions or Data Center or CCC infrastructure shall have adequate earthing. Further, earthing should be done as per Local state national standard in relevance with IS standard.

7.7.3.6 Junction Box and Poles

The existing Junction Boxes, Poles, Cantilevers, UPS etc. installed under various initiatives of Jabalpur municipal corporation at 150 locations should be leveraged by the IA for the scope pertaining to Public Address System.

The IA shall also provide the Junction Boxes, poles, associated fixtures to mount the field devices such Outdoor Loudspeakers, Amplifiers, transceivers, active network components and UPS at all field locations.

The Junction Box needs to be appropriately sized in-order to accommodate the systems envisaged at the Junctions.

The junction box should be designed in a way that, separate compartment shall be available for separate system. Each compartment shall have lock & key facility. There should be provision made to integrate the systems if required.

7.7.3.7 Cabling and Ducting Infrastructure

The existing cabling and ducting infrastructure installed under various initiatives of Jabalpur municipal corporation at 40 locations should be leveraged by the IA for the scope pertaining to Public Address System.

The IA shall provide standardized cabling for all devices and subsystems in the field.

1. IA shall ensure the installation of all necessary cables and connectors between the field sensors /devices assembly, outstation junction box, for pole mounted field devices the cables shall be routed down the inside of the pole and through underground duct to the outstation cabinet.
2. All cables shall be clearly labelled with indelible indications that can clearly be identified by maintenance personnel. The proposed cables shall meet the valid directives and standards.
3. Cabling must be carried out per relevant BIS standards. All cabling shall be documented in a cable plan by the IA.

7.7.4 Design, Supply, Installation & Commissioning of the Field/Edge Systems/Components/Devices

The scope includes supply, installation, commissioning and customization (as required) of various Field/Edge systems/components/devices, IT & Non-IT infrastructure of Public Address System for successful operation of this project.

1. The IA shall conduct site survey to identify the need for site preparation activities and utilization of existing infrastructure available at existing ICCC & at field locations for Public Address System It is proposed that existing/under implementation infrastructure i.e. poles, junction box, network switches, UPS, cable ducts, electrical meter, network bandwidth etc. under ICCC project of Jabalpur municipal corporation should be leveraged as much as possible with minimum additional infrastructure as per the local site requirements.
2. The IA shall undertake the system configuration and customization in line with the changed, improved or specific requirements of JMC.

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3. The implementation methodology and approach must be based on the global best practices in-order to meet the defined Service Levels during the operation.
4. Best efforts have been made to define major functionalities for each sub- system of the Project. However, IA should not limit its offerings to the functionalities proposed in this RFP and is suggested to propose any functionality over and above what has already been given in this tender.
5. The IA is required to submit a detailed installation report post installation of all the equipment at approved locations. The report shall be utilized during the acceptance testing period of the project to verify the actual quantity of the equipment supplied and commissioned under the project.
6. The IA shall be responsible for obtaining all permits and approvals necessary to install the systems/components as per the approved design.

7.7.5 Design, Supply, Installation and Commissioning of Network & GSM connectivity services

Network & GSM Connectivity services is an important component of the project and needs very careful attention in assessment, planning and implementation. It is important not only to ensure that the required connectivity is provisioned within the required timelines but also ensure that it is reliable, secure and supports the required SLA parameters of Latency, Jitter, Packet Loss and Performance.

In order to meet the project requirements and SLA requirements as defined in this RFP, it has been decided that the IA shall design, estimate bandwidth sizing and provision bandwidth/connectivity requirements as below:

1. Underground and wired based Bandwidth/network connectivity services for data transmission requirements for operations of Public Address System from DC & CCCs for each field locations for 3 years post Go-Live.
2. GSM based Bandwidth/network connectivity services for video/data transmission requirements for live and recorded video monitoring, controlling, recording and management of identified nos. of Camera based surveillance System from DC & CCCs for 3 years post Go-Live. The proposed GSM technology of 3G/4G/LTE must be decided and finalized by IA based on the quality and coverage network services/capability of the Network Service Provider to meet the SLA requirements.
3. The IA should provide a detailed network architecture of the overall system, incorporating findings of site survey exercise. The network so envisaged should be able to provide real time data streams to the Data Center, CCCs. All the components of the technical network architecture should be of industry best standard and assist IA in ensuring that all the connectivity SLAs are adhered to during the operational phase.
4. The IA shall prepare the overall network connectivity plan for this project. The plan shall comprise of deployment of network equipment at the junctions/locations to be connected over network, any clearances required from other government departments for setting up of the entire network. The network architecture proposed should be scalable and in adherence to network security standards.
5. IA shall be responsible for the estimation of bandwidth requirements considering following benchmark parameters and shall provide the details in the technical proposal.

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#	System Components	Consideration
1	Public Address System	As per RFP & designed solution requirements For real time data transmission and information dissemination
2	Camera Surveillance System	As per RFP & designed solution requirements For live and recorded video monitoring, controlling, recording and management from DC & CCC as per RFP requirements Minimum 18 FPS at 1080p and minimum 3 MBPS bit rate per camera

The actual bandwidth requirement to cater the above-mentioned bandwidth parameters and to meet SLAs should be calculated by the IA and the same shall be clearly proposed in the technical proposal with detail calculations. JMC also requires the IA to meet the parameters of video feed quality, security & performance and thus IA should factor the same while designing the solution. JMC reserves its right to ask the IA to increase the bandwidth if the provided bandwidth is not enough to give the functionality of the system mentioned in the RFP and adhere to the SLAs.

In case the Telecommunication guidelines of Government of India require the purchaser to place Purchase Order to the Network Service Provider for bandwidth, JMC shall do so. However, IA shall sign a contract with Telecom Service Provider(s) and ensure the performance. JMC shall make payments to the Network Service Provider directly.

The IA shall be required to submit a detailed installation report post installation of all the equipment at approved locations. The report shall be utilized during the acceptance testing period of the project to verify the actual quantity of the equipment supplied and commissioned under the project.

7.7.6 Design, Supply, Installation and Commissioning of IT Infrastructure at ICCC/TCC (Traffic control room)

IA shall provide the IT hardware/software and Non-IT infrastructure at the following locations:

Public Address System

Required Hardware and Software for Command & Control Centre/ICCC operations (including but not limited to servers, software licenses, integration cost with ICCC, etc. as per designed and proposed solution meeting the project requirements and Service Level Agreements)

Camera based surveillance

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Required Hardware and Software for Command & Control Centre/ICCC operations (including but not limited to servers, software licenses, integration cost with ICCC, etc. as per designed and proposed solution meeting the project requirements and Service Level Agreements).

1. ICCC should have required all rights and privileges for operations and management of Public Address System & Surveillance System.
2. IA must ensure that redundancy shall be provided for all the key components to ensure that no single point of failure affects the performance of the overall system.
3. The IA shall provide system integration services to customize and integrate the applications procured through the project with third party existing/future/proposed systems. The system applications proposed by the IA should have open APIs and should be able to integrate and share the data with other third-party systems already available or coming up in the near future.
4. The IA shall be required to supply and install the below-mentioned IT Infrastructure required to be commissioned as part of this project (as applicable and required):
 - a) Servers
 - b) System Software/Applications
 - c) Storage Solution
 - d) Operating Systems
 - e) Databases
 - f) Anti-virus Software
 - g) Storage Solution
 - h) Networking devices
 - i) Racks
 - j) All required Passive Components

Any other item required to the cater to the scope of work mentioned in this

5. It is proposed that existing infrastructure of ICCC/TCC project including network switches, racks, UPS, IBMS, DG, cyber security systems/components should be leveraged for deployment of server, storage & software infrastructure for operationalization as much as possible.
6. It is proposed that existing infrastructure of the ICCC/TCC including video walls, workstation, furniture, IBMS etc. would be leveraged as much as possible.
7. The IA shall be required to submit a detailed installation report post installation of all the equipment at approved locations. The report shall be utilized during the acceptance testing period of the project to verify the actual quantity of the equipment supplied and commissioned under the project.

Note: The proposed systems along with each components should be scalable and cater to the future needs for growth and should be able to adapt to the latest technologies.

7.7.7 Surveillance Components

The components that support the overall architecture must be designed and deployed in a scalable manner considering the future growth potential of the city. The data processed from these sub systems shall be visualized on a dashboard with alerts or can be integrated to any Command and control software. The major subsystems/components are detailed out below.

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It is proposed to install Surveillance System comprising of Fixed Box Cameras at identified locations across Jabalpur City. The detailed list of cameras proposed along with the location details is presented in (section 7.12) of the documents. The list might vary after the completion of site survey by the Implementation Agency along with Smart City project team or police department and other stakeholders based on the immediate requirements. Due diligence for selection and placement of surveillance cameras shall be taken to ensure the optimized coverage of the identified locations/traffic junctions and other locations along with all associated junction arms, accuracy of the information captured on the field and for rugged operations.

Key highlights of the Surveillance to be implemented are:

- a) The centralized viewing centre of ICCC shall be leveraged for the surveillance and Public address system
- b) All the cameras shall be made live on ICCC viewing centre as and when it is successfully installed and tested at site. Integration with ICCC as and when ready to be established for immediate viewing.
- c) All camera feed to be live monitored by operators at a central command center/viewing center.
- d) All cameras to be connected via through GPRS based network, predictable quality and connectivity
- e) All data feed by cameras to be retained for 30 days period and flagged data would be stored as per legal requirement.
- f) IT infrastructure for camera storage, compute devices, databases and all other hardware to be installed, is commissioned at the ICCC
- g) Monitoring of locations with higher footfall and activities prone area through a network of PA system and Surveillance cameras

7.7.8 Integration Phase

The envisaged Smart City Surveillance System applications will be integrated with the existing Integrated Command & Control Centre project and Police Surveillance project including its sub-systems/components such as Video Management System, ICCC/CCC application, dashboards, GIS etc. The other system/applications would be integrated as mentioned below:

- a) Command & Control Center applications
- b) State-Wide / Safe City Surveillance System/Police Control Room
- c) Intelligent Traffic Management System
- d) ICCC's Data Center
- e) Any other systems/components as finalized by JMC.
- f) Open API's shall be made available or to be developed by respective vendor for the respective systems which needs to be integrated. Furthermore, in cases, wherein, API's are not available then respective user licenses shall be made available by JMC.

7.7.9 User Acceptance

Setting up of the devices, development and customization (if applicable) will follow with a comprehensive testing of each functions identified by the JMC and Stakeholder departments. This detailed testing of the system shall be done by the JMC and stake holder department identified personnel using the internal functional testing details of the development team as well by doing a comparison of the initial use case as

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per the functional requirement and the actual functionality delivered. The necessary and mandatory changes derived out of the UAT will then be incorporated and will be taken for another round of focused testing by the users. A successful UAT approval will then move the job to deployment and configurations for the system in live environment.

7.7.10 Testing and Acceptance Criteria

IA shall demonstrate the following mentioned acceptance criteria prior to acceptance of the solution as well as during project operations phase, in respect of scalability and performance etc. The IA may propose further detailed Acceptance criteria which the JMC shall review. Once JMC provides its approval, the Acceptance criteria can be finalized. In case required, parameters might be revised by JMC in mutual agreement with bidder and the revised parameters shall be considered for acceptance criteria. A comprehensive system should be set up that would have the capability to log & track the testing results, upload & maintain the test cases and log & track issues/bugs identified.

The following table depicts the details for the various kinds of testing envisaged for the project:

Type of Testing	Responsibility	Scope of Work
System Testing	IA	IA to perform System testing IA to prepare test plan and test cases and maintain it. JMC may request the IA to share the test cases and results
Integration Testing	IA	IA to perform Integration testing IA to prepare and share with JMC the Integration test plans and test cases IA to perform Integration testing as per the approved plan
Performance and load Testing	IA JMC / Third Party Auditor (to monitor the performance testing)	IA to do performance and load testing. Various performance parameters such as transaction response time, throughput, page loading time should be considered. Load and stress testing of the Project to be performed on business transaction volume Test cases and test results to be shared with JMC. Performance testing to be carried out in the exact same architecture that would be set up for production. IA need to use performance and load testing tool for testing. JMC doesn't intend to own these tools. JMC if required, could involve third party auditors to monitor/validate the performance testing. Cost for such audits to be paid by JMC.
Security Testing (including Penetration and	IA JMC / Third Party Auditor (to monitor	The solution should demonstrate the compliance with security requirements as mentioned in the RFP including but not limited to security controls in the application, at the network layer, network, data center(s), security monitoring

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Type of Testing	Responsibility	Scope of Work
Vulnerability testing)	the security testing)	<p>system deployed by the IA</p> <p>The solution shall pass vulnerability and penetration testing for rollout.</p> <p>IA should carry out security and vulnerability testing on the developed solution.</p> <p>Security testing to be carried out in the exact same environment/architecture that would be set up for production.</p> <p>Security test report and test cases should be shared with JMC</p> <p>Testing tools if required, to be provided by IA. JMC doesn't intend to own these tools</p> <p>During O&M phase, penetration testing to be conducted on yearly basis and vulnerability assessment to be conducted on half-yearly basis.</p> <p>JMC shall also involve third party auditors to perform the audit/review/monitor the security testing carried out by IA. Cost for such auditors to be paid by JMC.</p>
User Acceptance Testing of Project	JMC or JMC appointed third party auditor	<p>JMC / JMC appointed third party auditor to perform User Acceptance Testing</p> <p>IA to prepare User Acceptance Testing test cases</p> <p>UAT to be carried out in the exact same environment/architecture that would be set up for production</p> <p>IA should fix bugs and issues raised during UAT and get approval on the fixes from JMC / third party auditor before production deployment</p> <p>Changes in the application as an outcome of UAT shall not be considered as Change Request. IA has to rectify the observations.</p>

Note:

The IA shall work in a manner to satisfy all the testing requirements and adhere to the testing strategy outlined. The IA must ensure deployment of necessary resources and tools during the testing phases. The IA shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing. It is the responsibility of IA to ensure that the end product delivered by the IA meets all the requirements specified in the RFP. The IA shall take remedial action based on outcome of the tests.

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The IA shall arrange for environments and tools for testing and for training as envisaged. Post Go-Live; the production environment should not be used for testing and training purpose. If any production data is used for testing, it should be masked, and it should be protected. Detailed process in this regard including security requirement should be provided by the IA. The process shall be finalized with the selected bidder.

All the Third-Party Auditors (TPA) as mentioned above shall be appointed and paid by JMC directly. All tools/environment required for testing shall be provided by the IA.

STQC/Other agencies appointed by JMC shall perform the role of TPA. IA needs to engage with the TPA at the requirement formulation stage itself. This is important so that unnecessary re-work is avoided, and the audit is completed in time. The audit needs to be completed before Go-Live. IA needs to prepare and provide all requisite information/documents to third party auditor and ensure that there is no delay in overall schedule.

The cost of rectification of non-compliances shall be borne by the IA.

7.7.11 Factory Testing

Successful IA shall have to submit Factory Test Certificate of the key systems/components as required by JMC before the actual supply of the items. Authorized representative from JMC may visit the manufacturing plant of the product subject to present in India. Authorized representatives shall check the testing process. The successful IA shall coordinate/request JMC before the actual supply of the items.

7.7.12 Final Acceptance Testing

The final acceptance shall cover 100% of the project, after successful testing by the JMC, Police Department, other stakeholders/end user department or its PMU; a Final Acceptance Test Certificate (FAT) shall be issued by the JMC to the IA.

Prerequisite for Carrying out FAT activity:

- a) Detailed test plan shall be developed by the IA and approved by JMC. This shall be submitted by IA before FAT activity to be carried out.
- b) All documentation related to project and relevant acceptance test document (including IT Components, Non-IT Components etc.) should be completed & submitted before the final acceptance test to the JMC.
- c) The training requirements as mentioned should be completed before the final acceptance test.
- d) For both IT & Non-IT equipment's / software manuals / brochures / Data Sheets / CD / DVD / media for all the project supplied components.
- e) The FAT shall include the following:
- f) All hardware and software items must be installed at respective sites as per the specification.
- g) Availability of all the defined services shall be verified.
- h) The IA shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.

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- i) The IA shall arrange the test equipment required for performance verification and shall also provide documented test results.

Any delay by the IA in the Final Acceptance Testing shall render him liable to the imposition of appropriate Penalties. However, delays identified beyond the control of IA shall be considered appropriately and as per mutual agreement between JMC and IA.

7.7.13 Go-Live Preparedness and Go-Live

IA shall prepare and agree with JMC, the detailed plan for Go-Live (in-line with JMC’s implementation plan as mentioned in RFP).

The IA shall define and agree with JMC, the criteria for Go-Live.

- a) IA shall submit signed-off UAT report (issue closure report) ensuring all issues raised during UAT are being resolved prior to Go-Live.
- b) IA shall ensure that Go –Live criteria as mentioned in User acceptance testing of Project is met and IA needs to take approval from JMC team on the same.
- c) Go-live of the application shall be done as per the finalized and agreed upon Go-Live plan.

7.8 Operations and Maintenance (3 years from Go-live)

The equipment installed as part of Surveillance solution will require regular maintenance to ensure its smooth working. This is required for both on field equipment such as controllers, cameras etc. and also for the backend equipment such as servers, storages etc. Preventive maintenance will have to be scheduled at appropriate intervals while breakdown maintenance will have to be attended to within a specified time limit. Technically competent personnel will be needed to handle these critical activities. The preventive maintenance can be undertaken on all the equipment once per quarter (3 months).

The implementation agency (IA) is expected to supply and install all Surveillance System Field Infrastructure instruments, Data Center(DC) Infrastructure products etc. with total of 3 years of comprehensive warranty including 1 year of Defect Liability Period (the first year) and 2 years of comprehensive AMC from the date of Go-live. The O&M period shall be for 3 years.

After go-live of the Surveillance project, IA will be responsible for maintenance, support and operations of all cameras and the software/hardware associated with the surveillance project and backend systems as per agreed SLA terms. Warranty period would start after successful go-live of the system.

The scope of work for the Operations & Maintenance Phase can be categorized under 7 service categories.

7.8.1 Project Management Services

IA shall deploy a dedicated, centralised project management and technical team for the overall project management and interaction with JMC and stakeholder departments.

7.8.2 Basic Infrastructure Services

Following services shall be provided by the IA under the basic infrastructure services:

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- a) Ensure up-time and availability of the IT & Non-IT infrastructure to be provided under the scope of this project to meet the RFP requirements and meeting the SLAs.
- b) Ensure scalability in terms of availability of racks and supporting infrastructure.
- c) Proactive and reactive maintenance, repair and replacement of defective components (physical and other peripheral IT infrastructure) installed for the Project through this RFP. The cost for repair and replacement shall be borne by the IA.
- d) Any component (Physical & IT installed at the time of Project commissioning) that is reported to be faulty / non-functional on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame agreed upon in the Service Level Agreement (SLA).
- e) Proactive monitoring of the entire basic infrastructure installed.
- f) IA shall maintain records of the maintenance of the basic infrastructure and shall maintain a logbook on-site that may be inspected by the JMC, Police department and other stakeholder departments/end users at any time.

7.8.3 Network Monitoring Services

The activities shall include:

- 1. IA shall provide services for management of project to maintain performance at optimum levels on a 24 x 7 basis.
- 2. IA shall monitor and administer the network limited to their scope of work.
- 3. IA shall create and modify VLAN, assignment of ports to appropriate applications and segmentation of traffic.
- 4. IA shall carry out break fix maintenance of the LAN cabling or maintenance work requiring civil work.

7.8.4 Integration Testing

This shall be a black box testing role primarily to ensure that the application to be deployed does not disrupt the Jabalpur operations and affect other Jabalpur municipal corporation infrastructure in terms of performance and security. The technical tasks to be carried out shall be as follows:

- 1. Functional Testing: Ensuring that the application functionality as described by the JMC, Police department and other stakeholder departments/end users. The functional testing of application shall necessarily be minimal as this is a core responsibility of the Supplier.
- 2. Performance Testing: Ensuring that the application meets expressed performance requirements on the servers by using performance test tools and performance monitoring tools.
- 3. Security Testing: Testing for exploitable application security weaknesses that undermine the application security or the security of the infrastructure.

7.8.5 Vendor Management Services

The activities shall include:

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1. Coordination with all the project stakeholders to ensure that all Jabalpur activities are carried out in a timely manner.
2. IA shall coordinate and follow-up with all the relevant vendors to ensure that the issues are resolved in accordance with the SLAs agreed upon with them.
3. IA shall also ensure that unresolved issues are escalated to respective departments.
4. IA shall maintain database of the various vendors with details like contact person, telephone nos., escalation matrix, response time and resolution time commitments etc.
5. IA shall draw a consolidated quarterly SLA performance report across vendors for consideration of the JMC, Police department and other stakeholder departments/end users.

7.8.6 Network Management

The objective of this service is to ensure continuous operation and upkeep of the Network infrastructure of the project including all active and passive components. The selected IA shall be responsible to coordinate with Network Service Provider for network related issues between CCCs, DC, and field systems/components. The services to be provided for Network Management include:

1. Ensuring that the network is available 24x7x365 as per the prescribed SLAs for the 5 years of operations
2. Attending to and resolving network failures and snags.
3. Support and maintain the overall network infrastructure including but not limited to LAN passive components, switches etc.
4. Configuration and backup of network devices including documentation of all configurations.
5. 24x7x365 monitoring of the network to spot the problems immediately.
6. Ensuring timely information to the JMC, Police department and other stakeholder departments/end users pertaining to issues of Network Backbone

7.8.7 Physical Infrastructure Management and Maintenance Services

1. All the devices that shall be installed in the Project as part of the physical infrastructure should be SNMP enabled and shall be centrally and remotely monitored and managed on a 24x7x365 basis. Industry leading infrastructure management solution should be deployed to facilitate monitoring and management of the Infrastructure. The physical infrastructure management and maintenance services shall include:
2. Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the IA.
3. The IA shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met. To provide this service it is important for the IA to have back to back arrangement with the OEMs. The IA needs to provide a copy of the service level agreement signed with the respective OEMs.
4. Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected IA fails to meet the above standards of maintenance, there shall be a penalty as specified in the SLA.

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5. The selected IA shall also maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by the JMC, Police department and other stakeholder departments/end users at any time.

7.9. Compliance to Standards & Certifications

For a large and complex set up such as the Project, it is imperative that the highest standards applicable are adhered to. In this context, the IA shall ensure that the entire Project is developed in compliance with the applicable standards.

During project duration, the IA shall ensure adherence to prescribed standards as provided below:

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

1. Apart from the above the IA need to ensure compliance of the project with Government of India IT security guidelines including provisions of:
2. The Information Technology Act, 2000” and amendments thereof and
3. Guidelines and advisories for information security published by Cert-In/MeitY (Government of India) issued till the date of publishing of tender notice. Periodic changes in these guidelines during project duration need to be complied with.

7.10 Exit Management

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

7.10.1 Cooperation and Provision of Information

During the exit management period:

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1. The IA shall allow the JMC or its nominated agency access to information reasonably required to define the current mode of operation associated with the provision of the services to enable the JMC to assess the existing services being delivered;
2. Promptly on reasonable request by the JMC, the IA shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the IA or sub-contractors appointed by the IA). The JMC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The IA shall permit the JMC or its nominated agencies to have reasonable access to its employees and facilities, to understand the methods of delivery of the services employed by the IA and to assist appropriate knowledge transfer.

7.10.2 Confidential Information, Security and Data

The IA shall promptly on the commencement of the exit management period supply to the JMC or its nominated agency the following:

1. information relating to the current services rendered and performance data relating to the performance of sub-contractors in relation to the services;
2. documentation relating to Intellectual Property Rights;
3. documentation relating to sub-contractors;
4. all current and updated data as is reasonably required for purposes of JMC or its nominated agencies transitioning the services to its Replacement IA in a readily available format nominated by the JMC, its nominated agency;
5. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable JMC or its nominated agencies, or its Replacement IA to carry out due diligence in order to transition the provision of the Services to JMC or its nominated agencies, or its Replacement IA (as the case may be).
6. Before the expiry of the exit management period, the IA shall deliver to the JMC or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the IA shall be permitted to retain one copy of such materials for archival purposes only.

7.10.3 Transfer of Certain Agreements

On request by the JMC or its nominated agency the IA shall effect such assignments, transfers, licenses and sub-licenses JMC, or its Replacement IA in relation to any equipment lease, maintenance or service provision agreement between IA and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the JMC or its nominated agency or its Replacement IA.

7.11 General Obligations of the IA

The IA shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to the JMC or its nominated agency or its Replacement IA and which the IA has in its possession or control at any time during the exit management period.

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For the purposes of this Schedule, anything in the possession or control of any IA, associated entity, or sub-contractor is deemed to be in the possession or control of the IA.

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

7.12 Exit Management Plan

1. The IA shall provide the JMC or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the master service agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
2. A detailed program of the transfer process that could be used in conjunction with a Replacement IA including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; plans for the communication with such of the IA's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the JMC's operations as a result of undertaking the transfer;(if applicable) proposed arrangements for the segregation of the IA's networks from the networks employed by JMC and identification of specific security tasks necessary at termination;
3. Plans for provision of contingent support to JMC, and Replacement IA for a reasonable period after transfer.
4. The IA shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
5. Each Exit Management Plan shall be presented by the IA to and approved by the JMC or its nominated agencies.
6. The terms of payment as stated in the Terms of Payment Schedule include the costs of the IA complying with its obligations under this Schedule.
7. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
8. During the exit management period, the IA shall use its best efforts to deliver the services.
9. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
10. This Exit Management plan shall be furnished in writing to the JMC or its nominated agencies within 90 days from the Effective Date of this Agreement.

7.13 JMC Responsibilities

1. GIS Platform/Maps with relevant layers to be made available by JMC through Jabalpur smart city limited
2. Appropriate Data Center space and facilities required for installation of required hardware and systems thereon shall be provided as part of common infrastructure setup by JMC.

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3. Existing Data Center’s IT Infrastructure including cyber security systems, firewall, HIPS, NIPS, Aggregation Switch, Malware protection, KVM Switch, Access Switch, Internet Router, Aggregation Router etc. established under Jabalpur ICCC project would be leveraged and provided by JMC
4. Existing IT infrastructure including Workstation, UPS, Printer, Video Wall, Printer, EPBAX, Fire Safety System, Access Control System, Air Conditioning, Rodent Repellent System etc. established under Jabalpur ICCC project would be leveraged and provided by JMC.
5. Existing Non-IT infrastructure of DC & CCC established under Jabalpur ICCC project would be leveraged and provided by JMC.
6. JMC will provide representatives from other City agencies namely – police, traffic, Municipal Corporation, etc. for effective monitoring of city coordination for resolution of reported incidents.
7. Cost of Consumables such as printer cartridges, papers, diesel for Genset is not considered and should be borne by JMC
8. Electricity Meter Connections and associated accessories will be procured by IA with necessary support from JMC. The Electricity meter connections would be procured in the name of JMC/ MP police. The electricity charges shall be paid by the vendor and the same can be claimed on actuals based on meter reading from JMC.
9. JMC will support and facilitate to arrange the necessary RoW / permissions for the project. Further, JMC also facilitate in enabling coordination with concern departments for collation of necessary data and information. However, the sole responsibility of getting the permission will rely with Implementation agency only.

7.14 Statutory Compliance Requirements & Permissions

The Implementation Agency (IA) will require Right of Way (ROW) and permissions from following departments/ agencies for smooth Implementation of Smart City Surveillance System Infrastructure project for Jabalpur Municipal Corporation:

1. City Police Department
2. Traffic Police Department
3. Jabalpur Municipal Corporation (JMC)
4. Jabalpur Development Authority (JDA)
5. MP State Electric Distribution Corporation Limited
6. City Water Supply and Sewerage Board
7. Highway authorities
8. Road & Building Department
9. City Cantonment Board
10. Forest Department
11. Other Government agencies as required for system implementation

The IA will require following permissions for implementation of the Surveillance Infrastructure project:

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Permissions	Details
Pole erection	Prior permission and clearances from concerned officials and departments before erecting Poles
Main junction box installation	Prior permission and clearances from concerned officials and departments before installing Main junction boxes
Laying of Data cable and electrical cable	Prior permission and clearances from concerned officials and departments to lay cable from main junction box to each pole junction box
Electrical Connection with electricity meter installation at junction	Permission and clearances from concerned officials and service provider for electrical connection
Permission for changes in Building	Prior permission and clearances from concerned officials and departments for making any changes in the building for project implementation
Permission for Data Centre, ICCC, CCCs and other Viewing Centre	<ul style="list-style-type: none"> ▪ Prior permission and clearances from concerned officials and departments to work in the said premises and implement changes ▪ Prior permission and clearances from concerned officials and departments for installation of Data Centre, ICCC / CCCs /Viewing Centres <p>Prior permission and clearances from concerned officials and departments for minor modifications to existing systems, resources at site required for project implementation</p>

8 Indicative Bill of Quantity

The components and quantities mentioned in the below table is indicative only and bidder shall propose the systems/components as per their proposed solution design to meet requirements of the RFP focusing on the outcome, future scalability, security, reliability and adherence to specified SLA under this RFP.

8.1 Field Level Infrastructure

S. No.	Line Item	Unit of Measurement	Quantity Proposed with 3 years of comprehensive warranty
A	Public Address System		
A1	Fixed Box Camera	Number	20
A2	Public Address System (Speaker)	Number	20

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S. No.	Line Item	Unit of Measurement	Quantity Proposed with 3 years of comprehensive warranty
A3	Public Address System (Amplifier)	Number	20
A4	Public Address System (Transceiver)	Number	20
A5	Standard Pole	Number	20
A6	Junction Box Cabinet	Number	20
A7	Switch	Number	20
A8	Installation & Commissioning Charges	Number	20
A9	UPS with Battery (1.5Kv)	Number	20
B1	Router	Number	20
B2	GSM Communication System	Number	20
B3	Supplying and Installing double wall corrugated pipes DWC of HDPE IS 14930 Part II Marked 40 MM OD, 3.5 MM Wall Thickness for cable laid underground with necessary connected sockets c Tees of same material and required depth upto 90 Cm below road ground surface including excavation backfilling with excavated material with ramming an making the surface good	Per meter	1500
B4	Supply of XLPE Insulated power cable (conforming IS 7098) 1100 Volt grade/Heavy Duty Power Cable conforming to IS 1554-1100 Volts grade, 2 core ISI marked with Alu Stranded/ Solid Conductor Armored 2 Core 10 Sq. MM XLPE	Per meter	1500
B5	Patch Panel, LIU, Cat6 Cable, Power Cable including laying & Connection,	Number	20

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8.2 Data Center/Command & Control Center Infrastructure

S. No.	Line Item	Unit of Measurement	Quantity Proposed
C1	Video Management System License for perpetual usage	Number	20
C2	Public Address System License for perpetual usage	Number	20
C3	Data Center Networking	lot	1
C4	Integration	lot	1
D	Miscellaneous Item		
D1	Any Other item (If Required to be included to meet the scope of this RFP to be specified by the IA)	Lot	1

8.3 Operation and Maintenance (3 years)

S. No.	Line Item	Unit of Measurement	Quantity Proposed
1	Project Manager cum Technical Expert	Number	1
3	Networking (GSM Sim operational cost)/ Connectivity Charges from Field Junctions to Data Center/ICCC	Monthly	20

*Defect Liability period is applicable for one (1) year post Go-live of the project for all hardware components

Please note:

1. The devices and its associated accessories should be new, without any defect or damage and of standard brand and model as per the specifications mentioned in the RFP.
2. Successful Bidder/Implementation Agency shall demonstrate all the features of proposed devices along with supporting accessories-based application, through a proof of concept (PoC) implementation at Bidder's own cost.
3. Bidder shall develop and provide web-based SLA Monitoring tool to Authority for efficient and effective monitoring of SLA defined in this RFP. JMC and stakeholder department shall utilize the tool to assess the penalty calculation for the bidder and therefore, bidder will be required to provide training to the designated personnel of the stake holder department on the intended usage of the tool. Technical support, hosting, bugs fixing, licensing (if any), version updates etc. and all other related activities required for efficient functioning of the SLA monitoring tool shall be provided by the bidder, with no cost to JMC.

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4. Application shall be hosted at the Data Centre of Integrated Command & Control Centre of Jabalpur municipal corporation and shall be integrated with required ICCC applications for smooth functions and objective achievement.
5. The Total Cost cumulative of all deliverables would be considered for the Financial Evaluation.
6. Financial Bid needs to be submitted online as per the instructions given in the RFP in the format prescribed in this section.
7. Bidder should provide all prices as per the prescribed format under this Section.
8. All the prices are to be entered in Indian Rupees (INR) only.
9. Financial bid evaluation will be done based on Total Project Price of financial bid formats.
10. Values quoted against each item should be inclusive of all taxes but exclusive of GST. GST will be paid as per the rule defined of Government of India (GoI) at the time of actual payment.
11. JMC reserves the right to ask the IA to submit proof of payment against any of the taxes, duties, levies indicated.
12. The IA needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
13. The Unit Rate as mentioned in the following formats may be used for the purpose of ‘Change Order’ for respective items, if any. However, based on the market trends, JMC retains the right to negotiate this rate for future requirement
14. The overall project cost could vary +/- 20%. (As per clause 6.14 (a) of the RFP). Individual line item quantity could vary within the overall project cost +/-20%. The successful bidder shall not object to the upward or downward variation in quantities of any item if it lies within the variation limits (as per clause 6.14 a).
15. JMC has right to de scope any line item completely or partially if required, bidder would have to accept the decision of JMC without any condition.
16. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
17. No claim shall be entertained or become payable for price variation of additional quantities
18. Bidder shall be bound to give same or more % discount on the list price of the OEMs on the future purchases if any (additional purchases within the contract period) by JMC. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
19. For the purpose of evaluation of Financial Bids, JMC shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
20. JMC also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to JMC.
21. IA should refer to the Tender for details on the technical/functional requirements of the system and the benchmark specifications for the items mentioned in the Financial Formats.
22. Line items mentioned in the Financial Formats are for representation purpose and IA may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
23. No escalations of prices will be considered under any circumstances.
24. Bidders must carefully read the Scope mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP.

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25. The Data Centre (DC) infrastructure comprising of enterprise computing infrastructure like of servers, storage, software applications, racks etc. has been envisaged to be hosted/augmented in the existing Data Centre implemented under Jabalpur Integrated Command & Control Center (ICCC) project.
26. Details of existing data center infrastructure at ICCC include:
27. Application & system software: Deployed in Common Cloud for captive requirement of ICCC Project. Any additional requirement to be catered separately.
28. Antivirus software: Deployed for captive requirement of ICCC Project. Any additional requirement to be catered separately.
29. OS & DB License: To be procured by concerned Vendor as per their application requirement.
30. Smart Rack is installed for ICCC Infra, some more devices can be installed but before that their power requirements needs to be taken into consideration as per available capacity.
31. Electrical and power cabling: Installed as per ICCC project requirement. Based on new load power dimensioning to be carried out. Any additional requirement to be catered separately.
32. LAN and CAT-6 cabling: Deployed in ICCC area for ICCC project. Any additional requirement to be catered separately.

8.4 Project Deliverables, Timelines and Payment Schedule

The payment schedule and milestones are divided into two phases:

- Implementation & Integration Phase
- Operations and Maintenance Phase

8.4.1 Milestones and Payment Schedules for Implementation Phase

Based on findings of the site survey activity done by the IA, the IA may propose a change in the number of sites or individual units to be deployed as well as overall scope. JMC also retains the right to suo-moto change the number of sites or individual units to be deployed for each scope item. The final decision in this regard shall be at the discretion of JMC.

IA should complete all the activities within the defined timelines as indicated below. The timeline shall be reviewed regularly during implementation phase and may be extended incase JMC feels that extension is imperative, for the reason beyond the control of the bidder. In all such cases JMC's decision shall be final and binding. The IA shall be eligible for the payment based on the completion of activities and approval of the relevant deliverables.

S.no	Milestone / Activity	Details	Timeline		Payment
1	Signing of the Contract	Signing of the contract within 02 weeks of the issue of the letter of award.	To	-	-
2	Project Kick-off & resource mobilization	Kick off and resource allocation and mobilization	To+01 week = (T1)	1 week	-

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3	Survey for locations	Survey report			5%
4	Feasibility Report	Design documents, functional and system requirement documents and survey report	T1+ 2 weeks = (T2)	3 weeks	On approval
6	Supply & verification of the material	Supply of the material by SI and verification by JMC	T0+4 weeks= (T3)	4 weeks	5%
7	Implementation of Surveillance & PA system	Implementation of Surveillance system	T3+4 weeks =T5	8 weeks	-
8	Installation and commissioning of backend IT systems	Installation and commissioning of IT Hardware and software	T3 + 04 weeks = (T6)	8 weeks	30% On successful validation
9	Establishing the network and testing of the system	Network connectivity between field and backend systems. Testing of the system including fulfilling the integration with existing systems	T6+2 weeks =(T7)	10 weeks	5%
10	UAT	User acceptance tests	T7 + 1 weeks = (T8)	11 weeks	5%
11	Go-Live and handover	Optimize the system and go-live of system and handover to operations team	T8 + 1 weeks = (T9)	12 weeks	50%

Note:

1. All payments to the IA shall be made upon submission of invoices along with necessary approval certificates from concerned Authorities.
2. The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document of this RFP.
3. No advance payment shall be made.
4. Bidder shall raise the invoice only after the positive satisfactory verification report by the technical advisor/JMC at every stage that is Pre-Dispatch testing of Goods/Products/Data/services/solution at the JMC's premises, User Acceptance Testing after successful verification of the deliverables

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5. Payments shall be made promptly by the JMC within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection, verification & approval by the JMC concern officer of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
6. Payment shall be made in Indian Rupees by online NEFT transfer / through cheque.
7. The price quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and shall not be subjected to variation on any account, including changes in taxes, duties, levies etc.
8. Fee for Additional Services, if required by the Client, shall be determined keeping in view the fee as indicated by the Bidder in the RFP Document and wherever specific rates are not provided, applicable market rates as mutually arrived and agreed upon, may be considered.
9. The penalty if applicable shall be calculated and deducted from the immediate payment due.
10. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
11. Any additional cost in achieving the Milestones shall be bear by the successful bidder / Implementation agency.

8.4.2 Milestones and Payment Schedules for Operations and Maintenance Phase

The Operations and maintenance phase shall start as soon as Go-Live occurs. The IA shall be required to adhere to the SLA and provide post implementations support of warranty and O&M for a period of 5 years after Go-Live.

Milestones	Payment Milestones for the Operations & Maintenance Phase	Payment Schedule	Time Schedule	Deliverable
M 1	Year 1 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Quarterly	1. Detailed plan for monitoring of SLAs and performance of the overall system

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Milestones	Payment Milestones for the Operations & Maintenance Phase	Payment Schedule	Time Schedule	Deliverable
M 2	Year 2 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Quarterly	2. Monthly Progress Report including resource attendances 3. Monthly SLA Monitoring Report and Exception Report 4. Issues logging and resolution report
M 3	Year 3 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Quarterly	Note: Above deliverables would be required to be submitted on Monthly/Quarterly basis post Go-Live during Operations & Maintenance Period

Note:

1. Payment of Operations and maintenance phase shall be made on quarterly basis (at completion of each quarter) based on the adherence to SLA, for the amount quoted for each respective year.
2. All payments to the IA shall be made upon submission of invoices along with necessary approval certificates from concerned Authorities.

9. Functional Requirements

The sub-sections specified below shall give the benchmark functional requirements for each of the following scope elements of this project:

1. Public Address System
2. Camera Surveillance System

9.1 Public Address System

1. The Public Address System should enable the District Authorities to make real time or recorded announcements from ICCC to citizens/commuters. The PA system to be installed at important locations of the city like traffic lights, busy streets, roads and other places as identified by the Authorities. The PA system should be used by JMC, Police and other stake holders of the project to publish information to users.
2. The minimum functional requirement specifications of Public Address system are as follows:

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3. The objective of PA system is to publish voice-based information to citizens mainly during emergency of any message to reach quickly.
4. The proposed system should contain an IP-based announcing control connected to the Command and Control Centre.
5. The PA system should have option to make announcements from different Command & Control rooms and Integrated Command & Control Centre.
6. The Public Address system should be used at intersections, public places, marketplaces or those critical locations as identified by Authority to make important announcements for the public. It should be able to broadcast messages across all PA systems or specific announcement should be made to a location supporting single zone / multi zone operations. The system should also deliver pre-recorded messages to the loudspeakers attached to them from CD/DVD Players & Pen drives for public announcements.
7. The PA system should have provision to play pre-recorded messages, manually and repeated on schedule basis with PA software.
8. The PA system should be integrated with Integrated Control & Command Centre, CCTV surveillance system and other smart city projects.
9. The PA system should have provision to integrate with other available PA system, third party PA system.
10. The PA system should adhere the sound-noise regulations and other by-laws.
11. The PA system should have provision to generate various statics, report, and MIS on regular basis.
12. The PA system should have the ability to schedule category wise system messages in advance for a period to selective or all PAS locations.
13. The PA system should provide the status indicators on the system and as well at various command centres and should also have operations monitoring dashboard located in command centres.
14. The PA system should provide the status indicators on the system and all command centres.
15. The PA system should provide systemic layout of all PA nodes on Dashboard.
16. The monitoring dashboard should show the status (connected/disconnected, faulty/working) of all logical devices (PA system) connected to a node when clicking on a node from the monitoring dashboard.
17. In case of any fault/break down of any devices/components of Public Address System connected to the Data Centre/ICCC, or connectivity failure with a node, a pop-up message should appear on the monitoring dashboard workstation. The operator should acknowledge the pop-up message & report the type of fault to the maintenance team & should record the details to the assigned team/individual into the system.
18. The access to monitoring dashboard should be specific to the privilege of the user which can be defined in the system & should be specific to a group/part of node locations.
19. The PA system's master station controller should have function keys for selecting the single location, group of locations or all locations, simple operation on broadcasting to any terminal or separated zones.
20. The PA system's master station controller should facilitate multiple MIC inputs and audio inputs.
21. The PA system should be capable of delivering the announcement based on the text input.
22. Public addressing system outdoor speakers should be mounted on the Pole at the height of 15 Feet with proper mounting kit.
23. The PA system should have the provision for local/field level announcements/information dissemination from designated senior officers in field using appropriate/required wireless microphone transmitters and receivers using Ultra High Frequency within a range of minimum 50

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meters. The system should allow officials to control/manage any incident/traffic movement/removing of encroachment and any other event etc. at any locations through making announcements in that specified locations.

9.2 Camera based Surveillance

1. The Camera system should enable the authorities to monitor real-time or recorded activities from ground locations through surveillance system. The system should be mounted on to the same structure where PA system is installed at identified locations
2. Functional Requirement of the Surveillance System can be categorized into following components:
3. Information to be Captured by Edge Devices
4. Information to be analysed at Integrated Command & Control Centre
5. Role Based Access to the Entire System
6. Storage / Recording Requirements
7. Other General Requirements

9.2.1 Information to be captured by Edge Devices

Surveillance Cameras being one of the core sub modules of the project, it is important that their selection and placement is carefully done to ensure the full coverage of the traffic junction along with all associated junction arms, accuracy of the information captured on the field and they are rugged, durable & compact. These cameras need to work on 24 X 7 basis and transmit quality video feeds to the already developed Integrated Command & Control Center (ICCC) for Pan City ICCC operations and Command & Control Centers and would capture the video feeds at 25/30 FPS (bullet cameras) during entire duration of day for Pan City ICCC operations. However, Jabalpur Police Department may take the regular review of the requirements for video resolution, FPS and may change these numbers to suit certain specific requirements (for example, there could be a situation when certain cameras are required to be viewed at higher FPS for specific period. It is estimated that not more than 5% of the cameras would be required to be viewed at higher FPS at a given point of time). Video feeds will be stored at 25 FPS for a minimum of 30 days at already developed Data Center by Jabalpur Municipal Corporation.

9.2.2 Information to be analysed at Integrated Command & Control Centre

The proposed Video Management System should provide a complete end-to-end solution for surveillance application. The Control Centre shall allow an operator to view live / recorded video from any surveillance camera on the IP network. The combination of Control Centre and the IP network would create a virtual matrix, which would allow switching of video streams around the system.

It has been envisaged that all surveillance cameras would not be simultaneously viewed at Integrated Command & Control Centre. The viewing shall vary from time to time which will help to manage traffic at the junctions and coordinate with the field police officers from security and surveillance perspective.

9.2.3 Role Based Access to the Entire System

Various users should have access to the system using single sign on and should be role based. Different roles which could be defined (to be finalized at the stage of implementation) could be Administrator, Supervisor, Officer, Operator, etc. Apart from role-based access, the system should also be able to define

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access based on location. Other minimum features required in the role-based authentication systems are as follows:

1. The management module should be able to capture basic details (including mobile number & email id) of the Police Personnel & other personnel requiring Viewing / Administration rights to the system. There should be interface to change these details, after proper authentication.
2. Rights to different modules / sub-modules / functionalities should be role based and proper log report should be maintained by the system for such access.
3. The system should be with login name & password enabled to ensure that only the concerned personnel are able to login into the system
4. There should be provision to specify hierarchy of operators / officers for control of the cameras from various locations.
5. The number of users shall increase as per phase wise implementation, if required. IA is expected to estimate and provision the same based on the phase wise requirements.
6. Windows Active Directory/LDAP or any such system can be used to design role-based access.

9.2.4 Storage/Recording Requirements

1. It is proposed that the storage solution shall be modular enough to ensure compliance to the changes in storage / recording policy, to be evolved upon initial deployment of the system. The following storage requirements shall be fulfilled by the Implementation Agency as scope for the project:
2. The Data Centre Infrastructure will be augmented at the existing Data Centre established under Jabalpur Integrated Command & Control Centre (ICCC) for Pan City operations by JMC.
3. 30 days storage of all the surveillance camera feeds to be stored at Data Centre and Flagged data (critical incidents) of not more than 10% of Cameras feed will be stored for approximately 90 days
4. 7 days storage of all the surveillance camera feeds to be stored in the Primary Storage and remaining 23 days in the Secondary Storage.
5. Data on storage would be over-written automatically by newer data after the stipulated time period. If some data is flagged by police personnel (or by designated personnel) as important data / evidence data due to some reporting of crime or accident in the area or due to court order or due to suspicious activity, it would need to be stored for longer duration, as per requirements. Jabalpur Police would analyze such flagged data every 3 months to take such decisions for preservation of the flagged data beyond 90 days.
6. Full audit trail of reports to be maintained for 90 days.
7. Archival/Backup to be done on NAS / Scale-out NAS / SAN / Unified or equivalent storage solution
8. Retrieval time for any data stored on secondary storage should be max. 4 hours for critical data & 8 hours for other data.
9. The recording servers / system, once configured, shall run independently of the Video Management system and continue to operate in the event that the Management system is off-line.
10. The system shall support the use of separate networks, VLANs or switches for connecting the cameras to the recording servers to provide physical network separation from the clients and facilitate the use of static IP addresses for the devices.

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11. The system shall support H.265 or better, MPEG-4 and MJPEG compression formats for all analog cameras connected to encoders and all IP cameras connected to the system.
12. The system shall record the native frame rate and resolution supplied by the camera or as configured by the operator from the system administration server.
13. The system should not limit amount of storage to be allocated for each connected device.
14. The on-line archiving capability shall be transparent and allow Jabalpur Police to browse and archive recordings without the need to restore the archive video to a local hard drive for access.
15. The system shall allow for the frame rate, bit rate and resolution of each camera to be configured independently for recording. The system shall allow the user to configure groups of cameras with the same frame rate, bit rate and resolution for efficient set-up of multiple cameras simultaneously.
16. The system shall support archiving or the automatic transfer of recordings from a camera's default database to another location on a time-programmable basis without the need for user action or initiation of the archiving process. Archiving shall allow the duration of the camera's recordings to exceed the camera's default database capacity. Archives shall be located on either the recording server or on a connected network drive. If the storage area on a network drive becomes unavailable for recording the system should have the ability to trigger actions such as the automatic sending of email alerts and sound alerts to necessary personnel.
17. Bandwidth optimization
18. The Recording Server / System shall offer different codec (H.265, MJPEG, MPEG-4, etc.) and frame rate (CIF, 4CIF, QCIF) options for managing the bandwidth utilization for live viewing on the Client systems. (through use of multiple systems such as transcoding server)
19. From the Jabalpur Police, the user shall have the option of having video images continually streamed or only updated on motion to conserve bandwidth between the Client systems and the Recording Server.
20. The Recording Server / System shall support camera (analogue and IP cameras) devices from various manufacturers.
21. The Recording Server / System shall support the PTZ protocols of the supported devices listed by the camera OEMs.
22. The system shall support full two-way audio between Client systems and remote devices. (Audio from certain set of cameras can be recorded in future).
23. Failover Support
24. The system shall support automatic failover for recording servers. This functionality shall be accomplished by failover server as a standby unit that shall take over in the event that one of a group of designated recording servers fails. Recordings shall be synchronized back to the original recording server once it is back online.
25. The system shall support multiple failover servers for a group of recording servers.
26. SNMP Support
27. The system shall support Simple Network Management Protocol (SNMP) in order for third-party software systems to monitor and configure the system.

28. The system shall act as an SNMP agent which can generate an SNMP trap as a result of rule activation in addition to other existing rule actions.

9.2.5 Other General Requirements

Management/Integration functionality

1. The Surveillance System shall offer centralized management of all devices, servers and users.
2. The Surveillance System should not have any limit on the number of cameras to be connected for Surveillance, Monitoring and Recording. Any increase in the no. of cameras should be possible by augmentation of Hardware and software licenses components with additional cost for any additional requirements.
3. The Surveillance System should have ability to knit the video streams from multiple cameras, based on the date/time stamp. Every video stream shall have date, time, source camera location, FPS etc. water marked. These attributes shall be finalized at the System Design time. There shall be a centralized NTP server, from which all devices shall synchronize the date and time.
4. The Surveillance System shall support distributed viewing of any camera in the system using Video walls or big screen displays.
5. The Surveillance System shall support alarm management. The alarm management shall allow for the continuous monitoring of the operational status and event-triggered alarms from system servers, cameras and other external devices.
6. It should be possible to integrate the Surveillance System with 3rd-party software, to enable the users to develop customized applications for enhancing the use of video surveillance solution. For e.g., integrating alarm management to initiate SMS, E-Mail, VoIP call etc.
7. It should be possible to integrate social media platforms to Surveillance System to enable Jabalpur Police to track and monitor certain trending incident or crime.
8. The Management system shall store the overall network elements configuration in central database, either on the management server computer or on a separate DB Server on the network.
9. System should be able to be integrated with Event Management / Incident Management System, if implemented by Jabalpur Police in future.
10. System Administration functionality
11. The System Administration Server shall provide a feature-rich administration client for system configuration and day-to-day administration of the system
12. The System Administration Server shall support different logs related to the Management Server
 - a) The System Log
 - b) The Audit Log

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- c) The Alert Log
 - d) The Event Log
 - e) Rules
13. The system shall support the use of rules to determine when specific actions occur. Rules shall define what actions shall be carried out under specific conditions. The system shall support rule-initiated actions such as:
- a) Start and stop recording
 - b) Set non-default live frame rate
 - c) Set non-default recording rate
 - d) Start and stop PTZ patrolling
 - e) Send notifications via email
 - f) Pop-up video on designated Client Monitor recipients
 - g) Client System
 - h) The Client system shall provide remote users with rich functionality and features as described below:
 - i) Viewing live video from cameras on the surveillance system
 - j) Browsing recordings from storage systems
 - k) Creating and switching between multiple of views.
 - l) Viewing video from selected cameras in greater magnification and/or higher quality in a designated hotspot.
 - m) Controlling cameras.
 - n) Using digital zoom on live as well as recorded video.
 - o) Using sound notifications for attracting attention to detected motion or events.
 - p) Getting quick overview of sequences with detected motion.
 - q) Getting quick overviews of detected alerts or events.
 - r) Quickly searching selected areas of video recording for motion (also known as Smart Search).
 - s) Remote Web Client
14. The web-based remote client shall offer live view of up to 16 cameras, including PTZ control and event / output activation. The Playback function shall give the user concurrent playback of multiple recorded videos with date, alert sequence or time searching.

User Authentication – The Remote Client shall support login using the username and password credentials.

Matrix Monitor

Matrix Monitor – The Matrix Monitor feature shall allow distributed viewing of multiple camera on the system on any monitor

The Matrix Monitor feature shall access the H.265/MJPEG/MPEG4 stream from the connected camera directly and not sourced through the recording server

Alarm Management Module

- a) The alarm management module shall allow for continuous monitoring of the operational status and event-triggered alarms from various system servers, cameras and other devices. The alarm

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management module shall provide a real-time overview of alarm status or technical problems while allowing for immediate visual verification and troubleshooting.

- b) The alarm management module shall provide interface and navigational tools through the client including;
- c) Graphical overview of the operational status and alarms from servers, network cameras and external devices including motion detectors and access control systems.
- d) Intuitive navigation using a map-based, hierarchical structure with hyperlinks to other maps, servers and devices or through a tree-view format.
- e) The module shall include flexible access rights and allow each user to be assigned several roles where each shall define access rights to cameras.
- f) Basic VMS should be capable to accept third party generated events / triggers
- g) Based on alarms/alerts, customized/standard alert messages should be published on VMB/PA, after authorization by a supervisor/operator.

10. Technical Specifications

The technical specifications of the devices are mentioned in below. These specifications are the minimum requirements of the Department. However, Bidder can offer higher specification of the product with proper justifications.

The proposals / offers received from the bidders not meeting the minimum specification shall be liable for rejection.

10.1 Public Address System

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	PA system	Should have the capability to control individual PAS i.e. to make an announcement at select location (1:1) and all locations (1: many) simultaneously. The PAS should also support both, Live and Recorded inputs. It should allow localised usage (for the utility of the on-field constable / any officer to make localised announcements).		
	Speaker	Minimum 1 outdoor speaker to be at each location for Public		

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#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
		Address System. As per specifications provided in subsequent section.		
	Digital Amplifier	As per specifications provided in subsequent section.		
	Connectivity	IP Based		
	Access Control	Access control mechanism would be also required to establish so that the usage is regulated.		
	Integration	With existing system (ICCC, existing ITMS & police)		
	Power	Automatic ON/OFF operation		
	Casing	IP-55 or better rated		
	Operating conditions	As per weather conditions of Jabalpur City		
	Intelligent Audio	Auto Speaker Test		
	Voice announcement	Pre-recorded announcement with scheduling Recording of all PA announcements with date and time stamp Should support announcement in English, Hindi		
	Processor	Inbuilt Digital Signal Processor for perfect audio quality		

10.2 30 W Horn Speakers

S.no	Parameters	Minimum Specifications	Bidder Compliance	Product Documentation Reference
	Make			
	Model			
	Name	30W horn speaker (IP66-ABS) with max SPL1M/1W		

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		104Db		
	Effective Frequency Range	300Hz-10KHz.		
	Tapings	Three tapings, 30/15/7.5w with require mounting Arrangements		
	Broadband sensitivity	104 dB SPL1M/1W		
	Rated Noise power/ voltage	30W		
	IP Rating	IP-66- ABS or better		

10.3 Digital Amplifier

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	Name	4X125W class-D amplifier with 4 independent channels		
	Power output channels	4X125W		
	Amplifier Class	Class D or better		
	Amplifier Channels	Minimum 4 or more		
	Features	Automatic re-settable over current, overload, overheating, overvoltage, under-voltage and DC protection		

10.4 Field Junction Box

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			

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#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Size	Suitable size as per site requirements to house the field equipment		
	Cabinet Material	GI with powder coated		
	Material Thickness	Min 1.2mm		
	Number of Locks	Minimum Two		
	Protection	IP 55, Junction Box design should ensure to keep the temperature within suitable operating range for equipment's and should also avoid intentional water splash and dust intake		
	Mounting	On Camera Pole / Ground mounted on concrete base		
	Form Factor	Rack Mount/DIN Rail		
	Other Features	Rain Canopy, Cable entry with glands, proper earthing and Fans/any other accessories as required for operation of equipment's within junction box.		

10.5 Poles

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	Pole type	Hot Dip Galvanized after Fabrication with Silver coating of 86 micron as per IS:2629; Fabrication in accordance with IS-2713 (1980)		

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#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Height	5-10 Meters (or higher), as-per-requirements for different types of cameras & Site conditions		
	Pole Diameter	Min. 10 cm diameter pole (bidder to choose larger diameter for higher height)		
	Cantilevers	Based on the location requirement suitable size cantilevers to be considered with the pole		
	Bottom base plate	Minimum base plate of size 30x30x1.5 cm		
	Pipes, Tubes	All wiring must be hidden, through tubes/pipes. No wires shall be visible from outside.		
	Foundation	Casting of Civil Foundation with foundation bolts, to ensure vibration free erection (basic aim is to ensure that video feed quality is not impacted due to winds in different climatic conditions). Expected foundation depth of min. 100cms.		
	Protection	Lightning arrester shall be provided, to protect all field equipment mounted on pole.		

10.6 Network Switches

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	Port Density & Redundancy	The switch should be rugged outdoor DIN rail mountable 8 ports 10/100/1000TX PoE+ (min. 4 Port IEEE802.3at or 8 Port 802.3af) and with 2 100/1000x SFP ports		

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#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	PoE Standard	IEEE 802.3af/ IEEE 802.3at or better on all ports simultaneously		
	Quality of Service	Support for Egress rate limiting, eight egress queues per port, Voice VLAN, DSCP for IP-based QoS, Differentiated services architecture, IEEE 802.1p Class of Service with strict and weighted round Robin scheduling.		
	Multicast support	IGMP Snooping V1, V2, V3		
	Management	SNMP V1, V2, V3, Web GUI, CLI, USB or equivalent memory card, IP v6 management feature on open standards, IEEE802.1ag, TDM or equivalent standards		
	Security	Should support Access Control Lists (ACLs), DHCP snooping, IEEE802.1x based port authentication, RADIUS, TACACS, SSL, SSH, port mirroring, NTP		
	Resiliency	IEEE802.1q, IEEE802.1d, IEEE802.1s, IEEE802.1w, ring resilience/ring protection		
	PoE Power per port	Sufficient to operate the PA System/Other Smart Elements/edge devices connected		
	Enclosure Rating	IP 30 or equivalent Industrial Grade Rating (to be housed in Junction box)		
	Operating Temperature	As per Jabalpur weather conditions		
	Safety Certifications	UL/EN/IEC or equivalent, RoHS standards, NEMA –TS2		

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10.7 UPS for Field Location with battery (1.5kV)

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	Capacity	Adequate capacity to cover all above IT Components at respective field locations		
	Technology	IGBT based PWM Technology, True Online UPS or better		
	Input Frequency Range	45 to 55 Hz		
	Output Frequency Range	45 to 55 Hz		
	Output Voltage	220VAC - 230VAC		
	Voltage Regulation	+/-2% (or better) and with built-in Over Voltage Cut off facility in the Device		
	Frequency	50 Hz +/- 0.1% (free Run Mode)		
	Harmonic Distortion (THD)	< 3% (linear load)		
	Output Waveform	Pure Sine wave		
	Output Power Factor	0.8 or more		
	Battery Backup	Adequate and required battery backup to achieve required uptime of field device as well as SLA of the overall solution.		
	Battery Type	Preferably Lead acid, Sealed Maintenance Free (SMF)		
	General Operating Temperature	As per Jabalpur weather conditions		
	Alarms & Indications	All necessary alarms & indications essential for performance monitoring of UPS like mains fail, low battery & fault detection		

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#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Bypass	Automatic, Manual Bypass Switch		
	Certifications	For Safety & EMC as per international standard		
	Overall Protection	IP 55, Junction Box design should ensure to keep the temperature within suitable operating range for equipment's and should also avoid intentional water splash and dust intake		

10.8 Wireless UHF Microphone Receiver

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	AF frequency response	45 to 14,000 Hz or better		
	Sensitivity	< 3 μ V/-105dBm or better		
	Housing material	Metal/ABS		

10.9 Wireless UHF Microphone Transmitter

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	Microphone type	Dynamic/Condenser		
	Polar Pattern	Cardioid/Super-Cardioid/Hyper-Cardioid		

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#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	RF output power	10 mW or better		
	Operating time	8 hours or better		
	AF frequency response (Mic)	45 Hz to 14,000 Hz or better		

10.10 4MP IP varifocal MFZ IR bullet camera (Fixed Camera)

S. No.	Description	Minimum Specifications	Bidder Compliance	Product Documentation Reference
	Make			
	Model			
	Video Compression	H.265+		
	Video Resolution	(2688 x 1520) / 4 MP		
	Frame rate	Full HD 1080p (25/30 fps)/ 2688 × 1520 (20fps)		
	Image Sensor	1/3" 4 MP progressive scan CMOS imager		
	Lens Type	MFZ lens, IP Varifocal		
	IR illumination	164 ft (50m)		
	PoE	(802.3af) OR 12 V DC power input.		
	Lens#	2.7 -13.5 MM, Digital zoom 16x		
	Minimum Illumination	0.08 lux color @ F2.0 (color, 1/3s, 30 IRE), 0 lux B/W with IR LEDs on @ F2.0)		
	Noise reduction	3DNR		
	Backlight compensation	True WDR 120 DB		

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	Angle of view	104°/87° (H), 57°/48° (V)		
	Certification	BIS		
	Local storage	Minimum 128 GB Memory card in a Memory card slot. In the event of failure of connectivity to the central server the camera shall record video locally on the SD card automatically. After the connectivity is restored these recordings shall be automatically merged with the server recording such that no manual intervention is required to transfer the SD card-based recordings to server.		
	Casing	Waterproof (IP66) IK10 impact-resistant camera housing		

10.11 4 Channel Manual Mixer

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			
	Model			
	Type	Analog		
	No. of Input channels	4 or better		
	Mic inputs	2 Mic or better		
	Phantom Power	12V or better		
	THD	0.01% or better		
	Frequency Response	20 Hz – 20 kHz		

10.12 GSM Network Aggregator

#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Make			

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#	Parameter	Minimum Specification	Bidder's Compliance	Product Documentation Reference
	Model			
	Type of Device	Aggregator for connecting same / different ISP's to aggregate the speed of networks		
	Number of dongles supported	2 or more dongles		
	SIM Supported	SIMS from various service providers as per availability in region of deployment		
	Physical Specifications	Small form factor device		
	Power Options	DC voltage		
	Connectivity	1 GbE LAN port / Wi-Fi		
	Operating and Storage Environment Conditions	As per weather conditions of Jabalpur city		
	Routing Capabilities	Yes		
	Built-in security	Option Available		
	Certifications	FCC/ CE/ UL /EN		
	Device Casing	Metallic casing or equivalent for required protection		

10.13 Common guidelines regarding compliance of systems/equipment

15. The specifications mentioned for various IT / Non-IT components are indicative requirements and should be treated for benchmarking purpose only. Bidders are required to undertake their own requirement analysis and may propose higher specifications that are better suited to the requirements.
16. Any manufacturer and product name mentioned in the Tender should not be treated as a recommendation of the manufacturer / product.
17. All IT Components should support IPv4 and IPv6.
18. All IT/Electronics components shall comply to the IEC/ISI/BSI standards as applicable.
19. All systems shall be designed to ensure accessibility to the disabled hence all the components related to IT, electronics and/or digital technology should be in accordance to the latest version of WCAG and the European Standards - EN 301 549 or an equivalent standard as approved.

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20. IA should adhere with the open standard oneM2M wherever applicable during solution design and implementation.
21. Technical Bid should be accompanied by OEM's product brochure / datasheet. Bidders should provide complete make, model, for all equipment/software quoted, in the Technical Bid.
22. Bidder should ensure that only one make and model is proposed for one component in Technical Bid for example all Outdoor Speakers must belong to a single OEM and must be of the same model etc.
23. The Successful IA should also propose the suitable specifications of any additional servers / other hardware, software if required for the system.
24. All Products/Solutions proposed should support industry recognized open data standards and there should not be any vendor lock-in.
25. Bidders should ensure warranty and support for all equipment from OEMs during the contract period. All the back-to-back service agreements should be submitted along with the Technical Bid.
26. All equipment, parts should be original and new.
27. The user interface of the system should be a user-friendly Graphical User Interface (GUI).
28. Critical core components of the system should not have any requirements to have proprietary platforms and should conform to open standards.
29. For custom made modules, industry standards and norms should be adhered to for coding during application development to make debugging and maintenance easier. Object oriented programming methodology must be followed to facilitate sharing, componentizing and multiple use of standard code. Before hosting the application, it shall be subjected to application security audit (by any of the CERTIN empanelled vendors) to ensure that the application is free from any vulnerability; and approved by the JMC.
30. All the Clients Machines / Servers shall support static assigned IP addresses or shall obtain IP addresses from a DNS/DHCP server.
31. The system servers and software applications shall be hosted in the existing Data Center of Jabalpur municipal corporation as specified in the Bid. It is important that only authorized personnel shall be provided access and should be in line with the requirements & SLAs defined in the RFP.
32. The Servers provided should meet industry standard performance parameters (such as CPU Utilisation of 60 percent or less, disk utilisation of 75 percent or less).
33. IA is required to ensure that there is no choking point / bottleneck anywhere in the system (end-to-end) and enforce performance and adherence to SLAs. SLA reports must be submitted as specified in the Bid without fail.
34. All the hardware and software supplied should be from the reputed Original Equipment Manufacturers (OEMs). JMC/or any other authorized agency as nominated by the Authority reserves the right to ask replacement of any hardware / software if it is not from a reputed brand and conforms to all the requirements specified in the RFP documents.
35. Cameras and the Video Management Software should be ONVIF Core Specification '2.X' or 'S', 'G' compliant and provide support for ONVIF profiles such as Streaming, Storage, Recording, Playback, retrieval of local stored video and Access Control.
36. Bidder shall consider the Jabalpur City weather requirements for the entire year while proposing the equipment's/products/systems/components etc. as part of their solution design.
37. All necessary hardware, software, licenses etc. should be in the name of the Jabalpur municipal corporation (JMC).
38. All the equipment, software and workmanship that form a part of the service are to be under warranty throughout the term of the service contract from the date of service acceptance and

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commencement. The warranty shall require the IA to be responsible to bear all cost of parts, labour, field service, pick-up and delivery related to repairs, corrections during the Project Period or any and all such incidental expenses incurred during the warranty period.

39. IA shall also get comprehensive insurance from reputed insurance company for the project duration for all the equipment / components installed under this project.
40. IA should provide proper protection against Power Surges and Ensure Power stabilization to all the field level equipment's.
41. IA shall ensure all the equipment installed in the outdoor locations are vandal proof and in case the equipment get damaged /stolen for reasons whatsoever, it shall repair/replace the same in the specified time as per SLAs at no extra cost to the JMC. All such costs shall be factored in the comprehensive insurance of field equipment for the duration of the contract.
42. Preventive maintenance shall be carried out by IA once in a quarter along with corrective maintenance and when calls are placed by JMC or stakeholder department. IA shall submit the report for the same.
43. IA shall be responsible for operations and maintenance of all the supplied and installed equipment during the entire O&M phase. In addition, IA shall be fully responsible for all maintenance activities for the period between installation of equipment and roll-out of the system.

NOTE: For all supply equipment's, registered service/support centre of the respective OEM should be existing or established in India within 30 days of award of contract. The Bidder should submit an undertaking from the OEM to that effect.

11. Proposed location summary envisaged across Jabalpur city (Indicative only)

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S. no	Location Name	Lat	Long	Type-wise Camera Number		No. of Poles required for PA System & Surveillance System	Public Address System		No. of Network Ports Required	8 Port Field Level Switch	Bandwidth (MBPS)
				Fixed Camera	IR illumination for night vision		IP Amplifiers	Outdoor Speakers			
1	Karamchand chowk	79.93454	23.170078	1	1	1	1	1	1	1	----
2	Tularam chowk	79.93452	23.172792	1	1	1	1	1	1	1	----
3	Bada fuhara	79.93188	23.176089	1	1	1	1	1	1	1	----
4	Pandey chowk niwadganj	79.93026	23.176718	1	1	1	1	1	1	1	----
5	Ganjipura chowk	79.93426	23.173569	1	1	1	1	1	1	1	----
6	Sarafa chowk	79.93287	23.178005	1	1	1	1	1	1	1	----
7	Miloniganj chouraha	79.93533	23.183251	1	1	1	1	1	1	1	----
8	Chota fuhara	79.9329	23.183553	1	1	1	1	1	1	1	----
9	Metro hospital tiraha	79.9285	23.185826	1	1	1	1	1	1	1	----
10	Krishi upaj mandi gate	79.91892	23.190671	1	1	1	1	1	1	1	----
11	Labour chowk	79.91274	23.167339	1	1	1	1	1	1	1	----
12	Ukhari tiraha	79.91719	23.179224	1	1	1	1	1	1	1	----
13	Mehta petrol pump	79.91177	23.167171	1	1	1	1	1	1	1	----
14	gaushala chowk	79.92594	23.165306	1	1	1	1	1	1	1	----
15	gate no 04 chouraha	79.92144	23.16378	1	1	1	1	1	1	1	----

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16	Aditya hospital tiraha	79.9 2881	23.16 0657	1	1	1	1	1	1	1	----
17	st norbert tiraha	79.9 3142	23.16 3472	1	1	1	1	1	1	1	----
18	russal chowk	79.9 3687	23.16 3211	1	1	1	1	1	1	1	----
19	noudra chowk	79.9 3575	23.16 577	1	1	1	1	1	1	1	----
20	choupati crossing civic center	79.9 3477	23.16 6728	1	1	1	1	1	1	1	----
21	bus stand tiraha	79.9 3168	23.16 4214	1	1	1	1	1	1	1	----
22	MLB school chouraha	79.9 2888	23.16 4009	1	1	1	1	1	1	1	----
23	hawaghar chowk	79.9 2606	23.16 3792	1	1	1	1	1	1	1	----
24	madhotal tiraha	79.9 074	23.19 7252	1	1	1	1	1	1	1	----
25	medical tiraha	79.8 8489	23.15 1941	1	1	1	1	1	1	1	----
26	dhanwantri nagar chowk	79.8 7369	23.15 5581	1	1	1	1	1	1	1	----
27	tripuri chowk	79.8 9058	23.15 6863	1	1	1	1	1	1	1	----
28	panda madhiya tiraha	79.8 9129	23.15 79	1	1	1	1	1	1	1	----
29	gutam madhiya tiraha	79.9 0431	23.16 434	1	1	1	1	1	1	1	----
30	gulaua chowk	79.9 0758	23.16 4297	1	1	1	1	1	1	1	----
31	anand kunj tiraha	79.8 9922	23.16 1564	1	1	1	1	1	1	1	----
32	dashmesh dwar	79.9 1826	23.15 6473	1	1	1	1	1	1	1	----
33	choti line chouraha	79.9 2793	23.15 4233	1	1	1	1	1	1	1	----
34	rampur chowk	79.9 2591	23.14 0689	1	1	1	1	1	1	1	----

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35	badshah halwai mandir	79.9 302 2	23.12 7949	1	1	1	1	1	1	1	----
3 6	retnaka	79.9 207 6	23.11 4443	1	1	1	1	1	1	1	----
37	awadhpuri mode	79.9 3234	23.11 0391	1	1	1	1	1	1	1	----
3 8	jhanda chowk	79.9 4541	23.2 0538 9	1	1	1	1	1	1	1	----
3 9	jilhari mode	79.9 288 4	23.10 9753	1	1	1	1	1	1	1	----
4 0	ganesh chowk	79.9 087 9	23.18 8121	1	1	1	1	1	1	1	----
4 2	srajan chowk	79.9 509 8	23.15 6546	1	1	1	1	1	1	1	----
4 3	empier tiraha	79.9 489 6	23.16 0093	1	1	1	1	1	1	1	----
4 4	Carabj Tiraha	79.9 4897	23.16 0916	1	1	1	1	1	1	1	----
4 5	pull no 02	79.9 456	23.16 2213	1	1	1	1	1	1	1	----
4 6	mal godam chowk	79.9 502	23.16 8124	1	1	1	1	1	1	1	----
47	Pul no 01	79.9 5502	23.16 6213	1	1	1	1	1	1	1	----
4 8	ghamapur chowk	79.9 4621	23.17 6753	1	1	1	1	1	1	1	----
4 9	adhartal tiraha	79.9 5126	23.2 0161 4	1	1	1	1	1	1	1	----
5 0	MemorY Tiraha	79.9 2322	23.16 0751	1	1	1	1	1	1	1	----
51	darshan tiraha	80.0 006 6	23.19 6884	1	1	1	1	1	1	1	----
5 2	satpula	79.9 7189	23.18 1513	1	1	1	1	1	1	1	----
53	kanchghar chowk	79.9 611	23.17 922	1	1	1	1	1	1	1	----

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54	Sarkari kua	79.9 5157	23.18 0088	1	1	1	1	1	1	1	----
55	Bhantaliya	79.9 4551	23.17 8694	1	1	1	1	1	1	1	----
56	kasai mandi	79.9 4124	23.18 6478	1	1	1	1	1	1	1	----
57	Beoharbag chowk	79.9 4701	23.17 4563	1	1	1	1	1	1	1	----
58	Raza chowk	79.9 4677	23.19 3562	1	1	1	1	1	1	1	----
59	sindhi camp	79.9 4343	23.18 3253	1	1	1	1	1	1	1	----
60	Milk scheme chouraha	79.9 5763	23.19 8685	1	1	1	1	1	1	1	----
	Total										

Note: Above mentioned proposed locations (60 Nos) have been identified based on the preliminary survey and requirements. Basis the discussion with the stakeholder during project inception phase, 20 such locations as per bidder feasibility field assessment would be taken up for implementation of the project.

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12. Price Bid format

Price Bid Format 1 (Total Cost)

S.No	Head	A Amount inclusive of all taxes, excluding GST	B Amount including 3 years warranty (AMC), including all taxes, charges (excluding GST)	A+B Total price with Taxes with 3 years of warranty (AMC) (excluding GST)
1.	CAPEX			
2.	OPEX			
3.	Total			

* All prices to be in INR

12.1 Price Bid Format 2 (CAPEX)

S. No.	Deliverables	QTY	Rates Per Unit Cost inclusive of all taxes, charges etc. (excluding GST)	Comprehensive warranty for 3 years inclusive of all taxes, charges etc. (excluding GST)	Total price (INR), inclusive of all taxes, charges etc. (excluding GST)
1	Fixed Box Camera				
2	Public Address System (Speaker)				
3	Public Address System (Amplifier)				
4	Public Address System (Transceiver)				
5	Standard Pole				
6	Junction Box Cabinet				
7	Switch				
8	Installation & Commissioning Charges				
9	UPS with Battery (1.5Kv)				
10	Router				

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11	GSM Communication System				
12	Supplying and Installing double wall corrugated pipes DWC of HDPE IS 14930 Part II Marked 40 MM OD, 3.5 MM Wall Thickness for cable laid underground with necessary connected sockets c Tees of same material and required depth upto 90 Cm below road ground surface including excavation backfilling with excavated material with ramming an making the surface good				
13	Supply of XLPE Insulated power cable (conforinig IS 7098) 1100 Volt grade/Heavy Duty Power Cable conforming to IS 1554-1100 Volts grade, 2 core ISI marked with Alu Stranded/ Solid Conductor Armored 2 Core 10 Sq. MM XLPE				
14	Patch Panel, LIU, Cat6 Cable, Power Cable including laying & Connection,				
15	Video Management System License for perpetual usage				
16	Public Address System License for perpetual usage				
17	Data Centre Networking				

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18	Integration				
19	Any Other item (If Required to be included to meet the scope of this RFP to be specified by the IA)				
Total Cost for the Financial Evaluation for CAPEX					

12.2 Price Bid Format 3 (OPEX)

S. No.	Deliverables	OPEX Year 1 including all taxes, charges etc. (Excluding GST)	OPEX Year 2 including all taxes, charges etc. (Excluding GST)	OPEX Year 3 including all taxes, charges etc. (Excluding GST)	Total price Including all taxes, charges etc. (Excluding GST)
1	Project Manager cum Technical Expert				
2	Networking (GSM Sim operational cost)/ Connectivity Charges from Field Junctions to Data Centre/ICCC				
Total Cost for the Financial Evaluation for OPEX					

* Defect Liability period is applicable for one (1) year post Go-live of the project.

- Note:
- The Total Cost cumulative of all deliverables would be considered for the Financial Evaluation.
- Financial Bid needs to be submitted online as per the instructions given in the RFP in the format prescribed in this section.
- Bidder should provide all prices as per the prescribed format under this Section.
- All the prices are to be entered in Indian Rupees (INR) only.
- Financial bid evaluation will be done based on Total Project Price of financial bid formats.
- Values quoted against each item should be inclusive of all taxes but exclusive of GST. GST will be paid as per the rule defined of Government of India (GoI) at the time of actual payment.
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- JMC reserves the right to ask the IA to submit proof of payment against any of the taxes, duties, levies indicated.
- The IA needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.

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11. The Unit Rate as mentioned in the following formats may be used for the purpose of ‘Change Order’ for respective items, if any. However, based on the market trends, JMC retains the right to negotiate this rate for future requirement
12. The overall project cost could vary +/- 20%. (As per clause 6.14 (a) of the RFP). Individual line item quantity could vary within the overall project cost +/-20%. The successful bidder shall not object to the upward or downward variation in quantities of any item if it lies within the variation limits (as per clause 6.14 a).
13. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
14. No claim shall be entertained or become payable for price variation of additional quantities
15. Bidder shall be bound to give same or more % discount on the list price of the OEMs on the future purchases if any (additional purchases within the contract period) by JMC. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
16. For the purpose of evaluation of Financial Bids, JMC shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
17. JMC also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to JMC.
18. IA should refer to the Tender for details on the technical/functional requirements of the system and the benchmark specifications for the items mentioned in the Financial Formats.
19. Line items mentioned in the Financial Formats are for representation purpose and IA may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
20. No escalations of prices will be considered under any circumstances.
21. Bidders must carefully read the Scope mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP.
22. The Data Centre (DC) infrastructure comprising of enterprise computing infrastructure like of servers, storage, software applications, racks etc. has been envisaged to be hosted/augmented in the existing Data Centre implemented under Jabalpur Integrated Command & Control Center (ICCC) project.
23. Details of existing data center infrastructure at ICCC include:
24. Application & system software: Deployed in Common Cloud for captive requirement of ICCC Project. Any additional requirement to be catered separately.
25. Antivirus software: Deployed for captive requirement of ICCC Project. Any additional requirement to be catered separately.
26. OS & DB License: To be procured by concerned Vendor as per their application requirement.
27. Smart Rack is installed for ICCC Infra, some more devices can be installed but before that their power requirements needs to be taken into consideration as per available capacity.
28. Electrical and power cabling: Installed as per ICCC project requirement. Based on new load power dimensioning to be carried out. Any additional requirement to be catered separately.
29. LAN and CAT-6 cabling: Deployed in ICCC area for ICCC project. Any additional requirement to be catered separately.

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12.3 Bid Checklist

To be submitted along with the technical bid. Bidders to refer to Technical Qualification Criteria

S.no	Document	Page no.
1.	PQ1	
2.	PQ2	
3.	PQ3	
4.	PQ4	
5.	PQ5	
6.	PQ6	
7.	PQ7	
8.	PQ8	
9.	PQ9	
10.	PQ10	
11.	Technical A1	
14.	Technical B1	
15.	Technical B2	
16.	Technical B3	
16.	Technical C1	
17.	Technical C2	
18.	Technical C3	
19.	Technical D1	
20.	Technical E1	

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Annexure 1 Letter of Proposal

(On Bidder's letter head)

**To,
Executive Director
Jabalpur Municipal Corporation
Jabalpur**

Sub: “Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur Municipal Corporation”

Dear Sir,

With reference to your RFP dated _____, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur Municipal Corporation”. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to JMC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of JMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP, including any Addendum which may be issued by JMC;
 - b) I/We do not have any conflict of interest in accordance with the terms set forth in this Proposal;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined or mentioned in your RFP, in respect of any tender or request for proposal issued by or any agreement entered into with JMC or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of your RFP and this Proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders in accordance with your RFP and this Proposal.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation, Jabalpur

8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by JMC [and/ or the Government of India/Madhya Pradesh] in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Assignment.
11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the for the Assignment is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in your RFP.
13. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by JMC or in respect of any matter arising out of or concerning or relating to the selection process including the award of Assignment.
14. This Technical Proposal as submitted by us in Appendix-A hereto read with the Financial Proposal as submitted by us in Appendix-B hereto shall constitute the Application made in response to the RFP and shall be binding on us.
15. I/We agree and undertake to abide by all the terms and conditions of your RFP including all their annexure. In witness thereof, I/we submit this Proposal under and in accordance with the terms of your RFP.
16. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

Annexure 2 – Technical Proposal Format

Annexure 2.1 Details of the bidder and its technical capability

DETAILS OF THE BIDDER	
1.1	Title of Assignment: Selection of an agency for “ <i>Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation”</i> ”

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1.2	Details of Bidders: 1. (Details of incorporation) 2. (Registered/ Corporate/ Principal office address) 3. (Contact person, Designation, Email, Mobile) 4. (Other details as may be necessary)	
TECHNICAL CAPABILITY OF THE BIDDER		
Sr. No.	Projects	Year
1.		
2.		
3.		
4.		
5.		

Annexure 2.2 – Format for Project Citations

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

Annexure 2.3: Proposed Work Plan, Approach and Methodology

It shall be described as follows:

1. Understanding of Scope of Work (not more than one pages)

The Bidder shall clearly state its understanding of the Scope of Work and also highlight its important aspects. The Bidder may supplement various requirements of the Scope of Work and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the Scope of Work.

2. Work Plan, Approach & Methodology (not more than three pages)

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The Bidder shall submit Proposal Concept, Work Plan, approach & methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the Scope of Work. The Bidder should specify how the key personnel and expertise is proposed to be utilized for this assignment through the respective tasks, roles and responsibilities.

Annexure 3 – Financial Bid

Annexure 3.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director

Jabalpur municipal corporation Jabalpur, Madhya Pradesh

Subject: Bid for the _____

NIT No: -----

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work

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as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Agreement & in conformity with the said bidding document for the same.

- I. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of taxes/duties/levies (excluding GST) as mentioned in the financial bid format.
- II. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- III. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- IV. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by JMC;
- V. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- VI. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- VII. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- VIII. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

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

Yours faithfully,
(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date:

Place:

Name and seal of Bidder/Lead Member

Annexure 4 - Letter of Appointment

To,

KindAttn: Mr.

Sub:- LetterofAppointment(LOA)forSelection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation”(ContractNo.:_____).

Dear Sir,

(1) WerefertoyourBid,dated , 2020 submittedinresponsetotheinvitationfor Bids for Selection of an agency for “Implementation of Public address and Surveillance System

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Infrastructure in Jabalpur municipal corporation” (Contract No.:).

(2) Jabalpur municipal corporation (JMC) is pleased to inform you that your Bid dated ,2020 for “Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur Municipal Corporation” for Jabalpur Municipal Corporation” has been accepted. You have been selected as the Preferred Bidder for the Contract Price of Rs. /- ()¹ (hereinafter referred to as the “**Contract Price**”) subject to fulfilment of all terms and conditions specified in the bid document. The Contract Price mentioned above will be inclusive of all applicable taxes, duties, statutory charges, levies and any other charges as applicable from time to time save and including the Service Tax. The payment under the contract will be as per the terms given in the tender and accepted rate.

(3) We request that, within 15 (fifteen) days of the receipt of this Letter of Appointment, you shall sign the Agreement, in duplicate, prepared by JMC / Client as per the terms mentioned in the Instruction to Bidders of the bid documents. In the event you fail to comply with the same within the prescribed time limit, JMC shall be entitled to forfeit the Bid Security and annul the award of Contract.

¹Rupees in words

Kindly convey your acceptance of this “Letter of Appointment” by signing duplicate copy by your authorized representative and deliver the same to us.

Agreed and Accepted

Signature of the Authorized Representative of the Client (i.e. JMC)	Signature of the Authorized Representative of the Bidder
Name:	Name:
Address:	Address:
Date:	Date:
Place:	Place:
Company Seal:	Company Seal:

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Annexure-5 Contract Agreement between JMC& the Bidder

Format of the contract to be entered between successful bidder and Jabalpur Municipal Corporation is given below:

This CONTRACT is made and entered into on this day of _____ by and between

Jabalpur municipal corporation, (Hereinafter referred to as “JMC” which expression shall include its successors, and assignees) on the one part and M/s, _____ company registered under the companies Act with its registered office at

.....

(hereinafter after referred to as “Implementation Agency” for “**Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation”**” which expression shall include its successors and permitted assignees) on the other part.

Each of the parties mentioned above are collectively referred to as the “Parties” and individually as “Party”.

WHEREAS:

- i. JMC had invited bids vide its RFP No. (hereinafter referred to as ‘RFP’, which term shall include all corrigendum, addendums, modifications issued with reference to the RFP) for appointment of agency/IA.... (hereinafter referred to as “” Proposal)” for Design, Implement and Management of Smart School Solution in Jabalpur.
- ii. IA in its Proposal has represented that it has the necessary capabilities to carry out the required solution as per the scope of work defined in the RFP and in accordance with the clarifications issued by JMC in relation to the implementation of the scope of work.
- iii. JMC has accepted the Proposal of the IA and has issued a Letter of Award /Notification of Award notifying the IA of its selection as a successful bidder vide its letter Dated.....

Now it is hereby agreed to by and between the parties as covered in general terms of contract (section 4).

Annexure 6 – Consortium Agreement(if applicable)

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

[On Non-judicial stamp paper duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2021 at [Place] among _____, _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.
WHEREAS JMC, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **“Selection of System Integrator for Implementing Surveillance System for safe city project” for Jabalpur**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.
AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

I. The purpose of this Agreement is to define the principles of collaboration among the Parties to:

1. Submit a response jointly to Bid for **“Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur Municipal Corporation ”for Jabalpur as a Consortium.**
2. Sign Contract in case of award.
3. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.

ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **“Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation”for Jabalpur** to be performed pursuant to the Contract and shall not extend to any other activities.

iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.

iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

1. To ensure the technical, commercial and administrative co-ordination of the work package
2. To lead the contract negotiations of the work package with the Authority.
3. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
4. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
5. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

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6. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

viii. That this MoU shall be governed in accordance with the laws of India and courts in Madhya Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

I. _____

ii. _____

Annexure 7 – Format for CV of Key Personnel

Name and Photograph of the Staff				
Current Designation in the Organization				
Proposed Role in the Project				
Proposed Responsibilities in the Project				
Date of Birth	Degree	Institution	From (Year)	To (Year)
Education				
Summary of Key Training and Certifications				
Countries of Work Experience				
Language Proficiency	Language	Reading	Writing	Speaking

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<p>Employment Record (For the total relevant experience)</p>	<p>From To Employer Position held</p>
<p>Total No. of Years of Work Experience</p>	
<p>Total No. of Years of Experience for the Role proposed</p>	
<p>Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)</p> <p>Name of assignment or project:</p> <p>Duration (From Month and Year – To Month and Year):</p> <p>Location:</p> <p>Client:</p> <p>Positions held:</p> <p>Main project features:</p> <p>Work Undertaken</p> <p>Certifications</p> <p>I, the undersigned certify that: To the best of my knowledge and belief, this CV correctly describes the proposed candidate, his/her qualifications and his/her experience. I understand that misstatement described herein may lead to disqualification of the firm. Name & Signature (HR of the Bidding Entity)</p>	

Annexure 8 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director

Selection of an agency for "Implementation of Public address and Surveillance System
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**Jabalpur municipal corporation Development Corporation Limited Jabalpur,
Madhya Pradesh**

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

NIT No: -----

Dear Sir,

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

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

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Annexure 9 - Format of sending pre-bid queries

NIT No: -----

Bidder's Request for Clarification

Name and complete official address of
Organization submitting query / request for
clarification

Telephone, Fax and E-mail of the
organization
Tel:
Fax:
Email:

S.no	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and in MS Excel for making consolidation process easy.

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Annexure 10 - Power of Attorney

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

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation,** including signing and submission of all documents and providing information / responses to the JMC, representing us in all matters before JMC and generally dealing with the JMC in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. The Power of Attorney shall be provided on Rs.100/- stamp paper.
3. The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Note: Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.

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POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER (if applicable)

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

JMC has invited Bids from interested companies for **“Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur Municipal Corporation ” for Jabalpur (“Project”)**

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

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

Whereas, we have decided that M/s ----- shall be Lead Member of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

.....2021

For
(Name & Title)

Selection of an agency for “Implementation of Public address and Surveillance System
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Witnesses:

- 1.
2.

(To be executed by the Member of the Consortium)

Note:

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

Appendix 11 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Audited Financial Years (2017-18, 2018-19, 2019-20) or (2018-19, 2019-20, 2020-21)

Financial Information			
Financial Year	2017-18 or 2018-19	2018-19 or 2019-20	2019-20 or 2020-21
Annual Turnover (in INR)			

AVERAGE ANNUAL TURNOVER

Note: Annual turnover should be supported by Audited Balance Sheet and certified by Statutory Auditors

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Annexure 12 – Format for Performance Bank Guarantee

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To

**Executive Director
Jabalpur municipal corporation Development Corporation Limited Jabalpur,
Madhya Pradesh**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Name of the Project>” WHEREAS

M/s. “<Name of the Successful bidder>” a <company/firm/partnership/or as applicable>registered under the < appropriate registration authority as applicable>having its registered office at < Address of the Successful Bidder> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “**Selection of an agency for “Implementation of Public address and Surveillance System Infrastructure in Jabalpur municipal corporation”**” (Hereinafter, referred to as “Contract”) with you.

We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR_____/ - >< (Rs. (in word)s only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

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

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

1. In the event of our constituent committing any breach / default of the said

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Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <INR >< **Rupees (in words) only**>without any demur.

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

3. This Performance Bank Guarantee shall continue and hold good till entire period of contract <**mention the period of contract**> subject to the terms and conditions in the said Contract.

4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until.

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

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

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

8. We specifically confirm that no proof of any amount due to you under the

Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

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

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

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to <INR_____>/- < **Rs. (in words) only**>, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has /

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have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before end of contract period from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2021.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

(Signature with Stamp & Seal)
Designation

<Name of the bank><address of the bank>

This guarantee will attract stamp duty as a security bond.

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

Selection of an agency for “Implementation of Public address and Surveillance System
Infrastructure in Jabalpur municipal corporation, Jabalpur

Annexure 13 – Self-declaration against the Rule 144 (xi) in GFRs 2017

<To be printed on Company letterhead>

I/We represent that company is not a subsidiary/ affiliate/ attached office of any border Companies as may be banned by Government of India for doing business in India as per revision of GFR Rules, 2020 or, if from such a country, has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be Considered.

Sincerely,

(Signature of Authorised Signatory)

(Name, Designation and Company Seal)

Selection of an agency for "Implementation of Public address and Surveillance System
Infrastructure in Jabalpur municipal corporation, Jabalpur

Annexure 14 –Self-declaration against the Rule 144 (xi) in GFRs 2017 in case of subcontracting

<To be printed on Company letterhead>

I/we have read and understood the clause _____ regarding restrictions on procurement from the bidder of a country which shares a land border with India and on subcontracting to contractors from such countries.

I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may beNecessarily required to be submitted for evidence in this regard.

I /We further undertake to not subcontract any work to a contractor from any prohibited countries.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be Considered"

Sincerely,

(Signature of Authorised Signatory)

(Name, Designation and Company Seal)

END OF DOCUMENT