

RFP

FOR

Supply, Installation, Commissioning and
Maintenance of internet Leased Line

at

Various locations of the Jabalpur city

Jabalpur smart city Limited,

Manas Bhawan, Wright Town Jabalpur-482001

www.jscljabalpur.org

Jabalpur smart city limited

Ref.No

Date:-

REQUEST FOR PROPOSAL

Jabalpur smart city limited invites proposal for “Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur ” Detailed RFP is uploaded in www.mptenders.gov.in , Interested internet service providers having relevant experience can submit their proposals .

Key dates-

S.No	Task	New Dates
1	Last Date for Online Submission	16-08-2019
2	Last Date for Physical submission	19-08-2019 (5.00pm)
3	Technical Opening of Bid	19-08-2019
4	Financial Opening of Bid	20-08-2019
5	Document Fee online	5000/-
6	EMD online	30000/-

Chief Executive Officer

Jabalpur smart city limited

Contents

1. Data Sheet

2. Instructions to Bidders

3. Annexure B : Technical Proposal Submission Forms

4. Annexure C : Financial Proposal

5. Annexure D : Terms of Reference

1. DATA Sheet

1	Name of the Client: Jabalpur smart city limited
2	Method of selection: Least Cost Selection (LCS) method
3	Financial Proposal to be submitted together with Technical Proposal: No
4	Title of Consulting Service is: Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur.
5	A pre-proposal conference will be held: NO
6	Client Representative: Chief Executive Officer or Nominated Official by CEO
7	Proposals must remain valid for 120 days after the submission date indicated in this Data Sheet.
8	The Bidder is required to include with its Proposal written confirmation of authorization to sign on behalf of the Bidder : Yes
9	Bidders Eligibility Criteria: Applicable a) The Bidder submitting the offers should be a Registered Company/firm/ in India under the Companies Act, 1956. (Attach Proof) b) The bidder should have the ISP license (Internet Service Provider Class B Category). c) The Bidder Company should have made profits in the last three financial years; a copy of last three financial years' (Attach Proof) d) The Bidder should have average annual turnover of at least Rs. 30 Lakh for the last three audited financial years. (Proof: Annual Audited Financial Statements for last three Years.) e) The Service provider should own city-wide high redundancy network backbone. The backbone should be highly redundant, ensuring that there is no single point of failure. The Service provider should have own Network Operating Center (NOC). (Attach Proof) f) No Joint Venture is allowed. g) Bidders should have their own Service and maintenance setup within the city. h) The Service provider should not have been blacklisted by any government organization. Self-declaration to that effect should be submitted along with the technical Bid i) The service provider have their own Registered office within city
10	Technical Proposals are to be submitted online and physically both but financial proposal only submit online
11	Technical Proposals should be clearly marked 'TECHNICAL PROPOSAL FOR Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur
12	A Earnest Money Deposit (EMD) /

	The amount of the Earnest Money Deposit (EMD) is 30000/-should be submit online
13	A Performance Bond in the form of Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract for each Bid. Amount will be 5% of the contract value; this may be provided as 100% Bank Guarantee. Bank Guarantee will be made in the name of : Chief Executive Officer, Jabalpur smart city limited, Jabalpur and drawn on a nationalized or scheduled commercial bank.
14	Currency for Proposals is: Indian Rupee
15	Address for submission of Proposals: Chief Executive Officer, Jabalpur smart city limited, Jabalpur. Manas Bhawan, wright Town Jabalpur-482001
16	Expected date for public opening of Technical Proposals: AS per key Date
17	Expected date for public opening of Financial Proposals - AS per key Date
18	Expected date for commencement of consulting services: (Within 15 days of signing the agreement.
19	The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per detailed criteria mention in RFP Document

2.1. Instructions to Bidders

2.2. Introduction

2.2.1. The Bidder are invited to submit a Technical Proposal as specified in the Data Sheet. The Proposal shall be the basis for a signed Contract with the selected Bidder.

2.2.2. The Bidder shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation

2.2.3. The Client is not bound to accept any Proposal, and reserves the right to annul the Selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder

2.2.4. JSCL has all the rights reserves to approve or cancel the Tender any time without any prior notifications.

2.3 Eligibility Criteria

The bidders should satisfy the following minimum eligibility and those as specified in the Data Sheet. Only those who satisfy these criteria should submit the proposal with necessary supporting documents:

- A. The Bidder submitting the offers should be a Registered Company/firm/ in India under the Companies Act, 1956. (Attach Proof)
- B. The bidder should have the ISP license (Internet Service Provider Class B Category).
- C. The Bidder Company should have made profits in the last three financial years; a copy of last three financial years' (Attach Proof)
- D. The Bidder should have average annual turnover of at least Rs. 30 Lakh for the last three audited financial years. (Proof: Annual Audited Financial Statements for last three Years.)
- E. The Service provider should own city-wide high redundancy network backbone. The backbone should be highly redundant, ensuring that there is no single point of failure. The Service provider should have own Network Operating Center (NOC). (Attach Proof)
- F. Bidders should have their own Service and maintenance setup within the city.
- G. The Service provider should not have been blacklisted by any government organization. Self-declaration to that effect should be submitted along with the technical Bid
- H. The service provider have their own Registered office within city.

2.4 Number of Proposals

2.4.1 Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

2.5 Clarifications of RFP Documents

- 2.5.1 Bidder may request clarification of any of the RFP documents up to a 7 days after the publishing date. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Data Sheet. The Client will respond by standard electronic/self means within the period specified in the Data Sheet.
- 2.5.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means

3. Preparations of Proposals

- 3.1 The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
- 3.2 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Instructions for Submission of Proposal

- 4.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 4.2 Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet
- 4.3 Bidder shall submit one sealed envelope, containing the Technical Proposal. The Technical Proposals will be opened at the date and time specified in the Data Sheet

4.4 Technical Proposal (see Annexure B)

The Technical Proposal shall contain the following:

- a. Covering Letter (**Format 1**);
- b. Legal Constitution & Number of Years of Existence; (**use Format 2**);
- c. Financial Standing (Annual Turnover) of agency; (**use Format 3**);
- d. Project detail sheets outlining previous experience of the firm in similar types of assignments completed during the last three years (in prescribed format), (**use Format 4**);

4.5 Do not write your commercial proposal anywhere in the submitted technical proposal section. Only submit your commercial proposal in a prescribed commercial format provide online.

4.6 Financial Proposal (See Annexure C)

The Financial Proposal shall be strictly submitted online as per Annexure **C**.

4.7 Submission Instructions

- 4.7.1 Bidder are expected to carefully review the contract provisions attached in the RFP For preparation of their Proposals
- 4.7.2 The Bidder shall submit Proposals using the appropriate submission sheets provided in **Annexure B & C**. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested

4.8 Proposal Validity

- 4.8.1 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Proposal as prescribed by the Client
- 4.8.2 A Proposal valid for a shorter period shall be considered nonresponsive and will be rejected by the Client.
- 4.8.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidder to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.
- 4.8.4 During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
- 4.8.5 If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.
- 4.8.6 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
- 4.8.7 The Client may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 4.8.8 All bids must contain original copies of the Technical Proposal as described in the Data Sheet.

5. Evaluation of Technical Proposals

5.1 Criteria for Evaluation of Technical Proposals

S.No	Eligibility Criteria	Document Required	Remark
1	The Bidder submitting the offers should be a Registered Company/firm/ in India under the Companies Act, 1956. (Attach Proof)	Submit Registration Certificate	
2	The bidder should have the ISP license (Internet Service Provider Class B Category).	Submit License Copy	
3	The Bidder should have average annual turnover of at least Rs. 30 Lakh for the last three audited financial years. (Proof: Annual Audited Financial Statements for last three Years.)	Submit CA Certificate	
4	The Service provider should own city-wide high redundancy network backbone.	Submit self Certified Letter With Network Map	
5	The Service provider should have their own Network Operating Center (NOC). For Service and maintenance setup within the city.	Submit The Address Proof with Photographs of the NOC	
6	The service providers have their own Registered office within city.	Submit The Address Proof in the name of Bidders	
7	The bidder should have at least two work order of supply of lease line (minimum 10 Mbps)	Submit the work order	

The bidders who will qualify the technical criteria are only eligible for financial opening.

5.2 Evaluation of Technical Proposals

5.2.1 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of

only those bidders, who meet with the prescribed minimum qualifying technical eligibility criteria.

- 5.2.2 JSCL evaluates the Technical Proposals on the basis of Proposal's Responsiveness to the TOR using the evaluation criteria system specified in the RFP. A Proposal shall be rejected if it does not achieve the minimum qualifying technical eligibility criteria.
- 5.2.3 A Technical Proposal may not be considered for evaluation if The Technical Proposal reached the Jabalpur smart city office after the submission closing time and date specified in the Data Sheet.
- 5.2.4 After technical evaluation of the technical proposal as per evaluation criteria, financial Proposal will open for those bidder who will qualifying the criteria of technical eligibility
- 5.2.5. Financial Proposals will be reviewed to ensure these are:
 - i. complete, to see if all items of the corresponding Financial Proposal are priced, and correct any arithmetical errors.
 - ii. Computational errors if there are errors these will be corrected;

6. Award of Procurement Services

- 6.1 A Letter of Award (the "LOA") shall be issued, in duplicate, by Jabalpur smart city limited to the Selected Agency and the Selected Agency shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

7. Execution of Agreement

- 7.1 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 15 days from the date of issuance of LOA.

8. Property Data

- 8.1 All documents and other information provided by Jabalpur smart city limited or submitted by an Applicant to Jabalpur smart city limited shall remain or become the property of Jabalpur smart city limited. All information collected, analyzed, processed or in whatever manner provided by the agency to Jabalpur smart city limited in relation to the Consultancy shall be the property of Jabalpur smart city limited.

9. Settlement of Disputes

9.1 Amicable Settlement

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

9.2 Dispute Settlement

- 9.2.1 Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Arbitration Conciliation Act 1996. For all purposes, the Civil Court, Jabalpur, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.
- 9.2.2 The place of Arbitration shall be at Jabalpur only.

Annexure B : Technical Proposal Submission Forms
Format 1: Covering Letter

[Location, Date]

To: Chief Executive Officer
Jabalpur smart City Limited
Manas Bhawan Jabalpur -482001

Dear Sir or Madam

We, the undersigned, offer to provide the Consulting Services for "Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur" in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal .

We hereby declare that we have read the Instructions to Bidder included in the RFP, and abide by the same,

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Format 2 : Legal Constitution & Number of Years of Existence

1.Organization Name:	
2 Registration No.	
3. Place of Registration:	
4. Date of Registration:	
5. GST No.	

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Note:

1.Please provide copy of the company registration certificate from the appropriate Registering Authority.

2. Please provide copy of the GST registration certificate.

Format 3 : Financial Standing (Annual Turnover)

Certificate from the Statutory Auditor regarding the Average turnover of the organization is Rs. 30 lakh for the last 3 financial year ending of month 31st march 2019.

Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Bidder) had, over the last three Financial Years, a Total turnover of the organization is Rs. Lakhs as per year –wise details noted below:

Financial Year ending 31st March	Average Turnover (In Rs. Lakhs)
2016-17:	
2017-18:	
2018-19:	
Total	

Name of the audit firm/ Chartered Accountant:

Seal of the audit firm:
(Signature, name and designation and registration Number of the Chartered accountant)

Date:

Note :-

Please provide certified copies of Audited Financial Statements of the organization/agency for over the last three Financial Years .

Format 4 : Project Detail Sheet

(Please fill separate assignment wise)

Assignment name:	Approx. value of the contract (in current Rs):
State & City name:	
Name of Client:	
Address of Client:	
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	

Note:- Attach Work order for each assignment.

Authorized Signatory [In full initials and Seal]: _____

Name of the Organization: _____

Annexure C: Financial Proposal

Sl. No	Item description	Annual Rate/Per location
1	Supply Installation and maintenance of 10 Mbps Internet Lease line	
2	Supply Installation and maintenance of 20 Mbps Internet Lease line	
3	Supply Installation and maintenance of 40 Mbps Internet Lease line	
4	Supply Installation and maintenance of 50 Mbps Internet Lease line	
5	Supply Installation and maintenance of 100 Mbps Internet Lease line	

- Rate will be excluding of all applicable taxes.
- The rates are to be quoted item wise and shall be valid for 12 months. if any item will be require than the work will be given to that vendor whose rates are minimum.

These rates are fixed for one year. if required, JSCL has rights to take any new connections in the same rates with the selected bidder if bidders are mutually agreed.

JSCL will pay quarterly rental for the lease line till next one year from the date of work order

Note:

1. Above fee rate are inclusive of the anticipated inflationary increase over the duration of the contract and hence will not be reviewed.
2. The payment shall be released within 30 days from receipt of invoice from the Bidder subject to terms and conditions mentioned earlier in this contract.
3. The quotation should include the different components of the total charges ,supply installation commissioning of lease line recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied along with mode of payment i.e. whether quarterly / half-yearly / annual or one time (if any).

4. JSCL will not invest money in any form whether for software or hardware required for this entire setup. All the required instrument should be arranged by bidder only. Jabalpur smart city limited will only provide a monthly rental charge what bidder will quote in their financial proposal.
5. Invoice can be raised quarterly only.

Annexure D: Terms of Reference

1 Project Background

JSCL require lease line connections for the project of smart city at different locations. We need different bandwidths at different locations.

For fulfillment of the above purpose, we required high speed lease line with backup arrangement . Bidders has to ensure that if the connectivity is fails in backend network of bidders , we can switch to the alternate network and work cannot be affect.

1.1 Scope of Work for

1. JSCL wants various width internet lease line at various locations of Jabalpur city. Currently 2 locations has been freeze, that can be increased maximum 10 locations.
2. 40 MbPS lease line at Gandhi library.
3. 40 MBPS Speed lease line at Jabalpur Smart City Office.
4. The Fiber Optic link to the JABALPUR SMART CITY LIMITED should be on a ring to provide redundancy.
5. Bidder should provide the tool to monitor the bandwidth / network performance.
6. Bidder should ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks.
7. The connectivity provided to the given locations, should be dedicated to the those locations only.
8. supply Installation and commissioning of the lease line is the sole responsibility of the vendor.
9. Bidder should be responsible for provisioning end-to-end solution.
10. The bidder should provide support on 365 x 24 x 7 basis on a tele call.
11. The bidder should provide all necessary equipment for connectivity, if any.
12. The vendor has to provide onsite support, whenever it is required.
13. Vendor has to mention the Escalation procedure and matrix for customer complaints.
14. The vendor has to ensure minimum 99 % uptime per month for the connectivity.
15. Any fault in the connectivity will need to be resolved by the vendor as per the following schedule:

- a. On failure of fiber Link should be activated immediately
- b. The Actual Uptime on fiber Link to be calculated in respective month and will be measured against total uptime hours.
- c. Calculation of Actual Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100
- d. Definition: Total Uptime hours = No of days in month X 24 Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month
- e. Example: In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:
- f. Total Uptime hours = 31 X 24 = 744 Actual Uptime Hours = 744 – 7 = 737 Actual Uptime % = (737/744) X 100 = 99 %

c. **If the Actual Uptime is less than 99 % then penalty will be charged as per the given table;-**

S.no	Downtime during the working hour 10 am to 7.00pm	Penalty	Remark
1	>1 hour in week	0 Rs	
2	1-5 hour in a week	1000 Rs	
3	5-10 Hour in a week	5000 Rs	
4	10-20 Hrs in a week	10000	
5	20-50 hrs in a week	20000	

Note:- Penalty, if any imposed would be deduct in billing amount. Downtime calculation will start once the complain has been logged from client.

1. DELIVERY PERIOD & INSTALLATION:

BIDDER shall immediately deliver & install the leased line setup.

2. WARRANTY PERIODS:

- a. The Vendor will be responsible for the comprehensive maintenance during the warranty period of One year after the acceptance of installation & testing of Network..
- b. The vendor will do preventive maintenance once in a month for upkeep of the Systems running. The schedule will have to be adhered to strictly by him.

- c. 99% Uptime shall be calculated as per standard guidelines defined for measurement. Deduction in payment will be made for downtime in the quarterly bills raised by the BIDDER.
- d. The services shall be provided 24 hours & 7 days in a week.

3. RESPONSIBILITIES UNDER THE CONTRACT:

The BIDDER would be responsible for the following:

- To provide Higher speed 1:1 Internet connectivity (Leased Line) at JSCL.
- Installation, commissioning, configuring of the link and hardware.
- Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.

Bidder will be required to sign Service Level Agreement having the following:-

- Internet bandwidth at all the time.
- Network Availability: More than 99.0 % per month.
- Reports for performance, monitoring /usage to be submitted by the bidder on monthly basis or.

In case of the above parameters going out of specifications, JSCL will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, JSCL reserves the right to cancel the contract with one-month notice

Hardware charges

JSCL will not purchase any hardware and bidder will have to provide all the required hardware and software required to establish the purchased bandwidth.

Time Period for implementation of the Task:-

The work will be start within a week of work order and supply installation implementation of complete connectivity of lease line will be finished within 15 days after received the work order in all

Contract Period:

Initially the work will be awarded for one year. If JSCL wants the contract period may increase for next one year with Mutual consent of Bidder at same price or maximum 10 % extra as escalation price.

After the completion of the agreement bidder can take over their lease line facility from given location.

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur

CONTRACT NUMBER: Xxxxxxx

THIS CONTRACT is made

BETWEEN: Jabalpur smart city limited Jabalpur (hereinafter referred to as 'the Client')

AND: xxxxx (hereinafter referred to as 'the Bidder')

xxxxxx

WHEREAS:

- A. the Client requires the Bidder to provide the services as defined in Section 4 of Rfp ('the Services') ; and**
- B. the Bidder has agreed to provide the Services on the terms and conditions set out in this Contract.**

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

Annexes: If any.

This Contract constitutes the entire agreement between the Parties in respect of the Bidder's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Bidder within 30 days of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Bidder under this Contract until a copy of the Form of Contract, signed on behalf of the Bidder, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Bidder shall start the Services from the date mentioned on the work order and shall complete them by within months unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **xxxxxxx** inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit')..

5. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Bidder of its obligations under this Contract.

For the Jabalpur smart city limited, Jabalpur	For the xxxxxxx
(Authorised representative)	(Authorised representative)
Name:	Name: xxxx
Designation: CEO	Designation: xxxxx
WITNESSES:	WITNESSES:
1. Name:	1. Name:
2. Address:	2. Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. Definitions

- **'the Bidder'** means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- **'the Bidder's Representative'** means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Bidder.
- **'the Bidder's Personnel'** means any person instructed pursuant to this Contract to undertake any of the Bidder's obligations under this Contract, including the Bidder's employees, agents.
'the Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- **the 'Equipment'** is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Bidder cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the Bidder.
- **'the Financial Limit'** refers to the amount specified in Section 1 and is the maximum amount payable by the Client under this Contract.
- **'the Services'** means the services set out in the Terms of Reference (Section 4).
- **'the Software'** means the software designed and developed by the Bidder or the Bidder's Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customisation components of such products).
- **'the Contract Officer'** means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- **'Contract Documents'** means the documents listed in the Contract Agreement, including any amendments thereto.
- **'Contract Price'** means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

- **'Contract'** means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- **'GCC'** means General Conditions of the Contract.
- **'SCC'** means the Special Conditions of Contract.
- **'Control'** means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

2. Interpretation

- 2.1. In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.
- 2.2. Except as expressly provided in Clause 0 the Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3. Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.
- 2.4. All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

3. OBLIGATIONS OF THE BIDDER

Obligations

- 3.1. The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Disclosure of Information

- 4.1. The Bidder and the Bidder's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

5. Intellectual Property Rights

- 5.1. Subject to Clause 5.1 , all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, including the Software) specially developed by the Bidder or the Bidder's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the owned property of Jabalpur smart city limited.

- 5.2. The Bidder hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.

6. Confidentiality

- 6.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
1. Information that is already known to third parties without breach of this Contract; and
 2. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

7. Access and Audit

- 7.1. The Bidder shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Bidder shall keep the Records throughout the duration of this Contract and for seven years following its termination.
- 7.2. The Bidder shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Bidder shall co-operate fully in providing to the Client or its representatives answers to such enquiries as may be made about the Records.
- 7.3. Where it is found by the Client that any overpayment has been made to the Bidder, the Bidder shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

8. Corruption, Commission and Discounts

- 8.1. The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:
3. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
 4. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars

of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

- 8.2. Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

9. Conflict of Interest

- 9.1. Neither the Bidder nor any of the Bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 9.2. The Bidder and the Bidder's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

10. Insurances

- 10.1. The Bidder shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.
- 10.2. At the request of the Client, or its representatives, the Bidder shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

11. Indemnity

- 11.1. Except where arising from the negligence of the Client or Client's employees, the Bidder shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Bidder or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

PRICE AND PAYMENT

12. Applicable Provisions and Financial Limit

- 12.1. Unless different provisions are substituted in Section 3, Clauses 1 to 7 inclusive shall apply in relation to price and payment.
- 12.2. The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Client Contract Officer.

13. Fees

- 13.1. Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

14. Invoicing Instructions

- 14.1. Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments in duplicate and in accordance with the remainder of Clause 14.
- 14.2. The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 14.3. Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.
- 14.4. Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.
- 14.5. The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 14.6. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Bidder becoming entitled to invoice for the payment to which it relates.

15. Payments

- 15.1. Subject to the Client being satisfied that the Bidder is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 15.2. If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 15.3. Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

16. Taxes and Duties

- 16.1. The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- 16.2. If any tax exemptions, reductions, allowances or privileges are available to the Bidder in India, the Client shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.

FORCE MAJEURE AND TERMINATION

17. Force Majeure

- 17.1. Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 17.2. From the date of receipt of notice given in accordance with Clause 17.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 17.3. If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

18. Suspension or Termination without Default of the Bidder

- 18.1. The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Bidder and giving the reason(s) for such suspension or termination.
- 18.2. Where this Contract has been suspended or terminated pursuant to Clause 18.1, the Bidder shall:
 5. take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
 6. provide to the Client, not more than 60 days after the Client notifies the Bidder of the suspension or termination of this Contract an account in writing, stating:
 - a) any costs due before the date of suspension or termination;
 - b) any costs incurred by the Bidder after the date of suspension or termination, which the Bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 18.3. Subject to the Client's approval, the Client shall pay such amount to the Bidder within 30 days of receipt from the Bidder of an Invoice in respect of the amount due.

19. Suspension or Termination with Default of the Bidder

- 19.1. The Client may notify the Bidder of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Bidder to remedy that dissatisfaction and the time within which it must be completed.
- 19.2. Where this Contract is suspended under Clause 19.1 and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 19.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
1. the Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 2. the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 8 of this Contract; or
 3. the Bidder is an individual or a partnership and at any time:
 - i) becomes bankrupt; or
 - ii) is the subject of a receiving order or administration order; or
 - iii) makes any composition or arrangement with or for the benefit of the Bidder's creditors; or
 - iv) makes any conveyance or assignment for the benefit of the Bidder's creditors; or
 4. the Bidder is a company and:
 - i) an order is made or a resolution is passed for the winding up of the Bidder; or
 - ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
 5. the Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 19.4. Where this Contract is terminated in accordance with this Clause, the Bidder shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.
- 19.5. Completion Time Guarantee
- i. Bidder will have to complete the task within time frame (15 days after received the work order)

- ii. If the is not completed within 15 days, per day 1000 rs fine till next 15 days. If the lease line has not been commissioned at every place mentioned in RFP within 1 month. JSCL has right to cancel the work order and forfeit the EMD.

GENERAL PROVISIONS

20. Variations

- 20.1. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.* '. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.
- 20.2. Notwithstanding anything mentioned in clause 22.1 the client reserves the right to make any alterations/amendments to the terms of the contract including the 'Terms of reference' /Period of Contract in furtherance of or to be in conformity with any relevant Government note/ guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.

21. Assignment

- 21.1. The Bidder shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under this Contract or any part, share or interest therein.

22. Limit of Liability

- 22.1. Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Bidder or the Bidder's Personnel the Bidder's liability under this Contract shall be subject to the amount of the Financial Limit.

23. Retention of Rights

- 23.1. Clauses 6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

24. Law and Jurisdiction

- 24.1. This Contract shall be governed by the laws of Republic of India.

25. Amicable Settlement

- 25.1. This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this

Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.

25.2. The decision of the arbitrator shall be final and binding on both Parties.

25.3. The place of arbitration shall be as stated in the Special Conditions.

SECTION 3: TERMS OF REFERENCE

The Terms of Reference are same as mentioned in Annexure D Terms of reference

SECTION 4: SPECIAL CONDITIONS

1. Bidder will complete the work within 15 days after getting the work order
2. Bidder should have their own in house resources to execute the task
3. Its bidder responsibility to take the clearance of various dept required for laying of Lease line
4. Bidder should provide the software or hardware to JSCL at each end point location to measure the speed of the band width.
- 5.

Section 5. PAYMENT STRUCTURE

1. Lease line payment will be done Quarterly as per the rate quoted by bidders after successful completion of the services.
2. Payment can be only done after calculation of Downtime as per calculation mentioned in Table
3. Invoice should be submit with Uptime report for entire bill period monthly.

SECTION 6: INVOICE FORMAT*To be given on letter head of the firm***INVOICE**

(Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur) For Attention of CEO, Jabalpur Smart City Limited	Invoice No.:	
	Invoice Date:	
	GST Registration No.	
	PAN Number	

Contract For: Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur.

Contract No.: _____

Period of Consultancy:	Start Date_____	End Date_____
Milestone achieved for this claim Period Covered by this Claim		

Maximum Contract Value: _____	Total Amount Received_____
Claims made	Amount: _____ Date_____ Invoice No._____ Date Received_____
	Amount: _____ Date_____ Invoice No._____ Date Received_____
	Amount: _____ Date_____ Invoice No._____ Date Received_____

Quarterly Bill For Supply, Installation, Commissioning and Maintenance of Internet Leased Line for various location of Jabalpur	Amount	GST
Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account	:	
Bank SWIFT ID:		
Account Name:		
Account Number:		

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before._____

Signature of Bidder

The claim is correct and Services have been received. Please arrange payment:

Project Officer/Advisor